AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CON	TRACT ID COI	DE PAG	E 1	OF 	PAGES 3				
2. AMEN	DMENT/MODIFICATION NO. M1202	3. EFFECTIVE DATE 01/30/2019	4. REQU	•	I/PURCHASE	5. PROJEC	T NO.	(If appli	icable)			
Pacific N Post Offi	D BY artment of Energy orthwest Site Office ce Box 350 J. WA 99352		7. ADMIN CODE		OBY (If other ti	han Item 6)						
8. NAME Battelle I Pacific N Richland	AND ADDRESS OF CONTRACTOR (No Memorial Institute forthwest Division I, Benton County, WA 99352 032987476	o., street, county, State and ZIP	code)		9A. AMENDN 9B. DATED (10A. MODIFIC DE-ACOS	SEE ITEM 1	1) CONTR					
CODE		FACILITY CODE		-	10B. DATED December		13)					
JODE	11. Th	IIS ITEM APPLIES TO AMENDI	MENTS OF	SOLICI		-0, .001						
Offers mu By compl submitted ACKNOV MAY RES by telegra specified 12. ACCO	above numbered solicitation is amended as ust acknowledge receipt of this amendment leting Items 8 and 15, and returning	prior to the hour and date spec- copies of the amendment; which includes a reference: PLACE DESIGNATED FOR TI If by virtue of this amendment y er makes reference to the solic (If required) NS OF CONTRACTS/ORDERS	ified in the some to the some to the some HE RECEIP ou desire to itation and	solicitation nowledgi plicitation TOF OF change	n or as amende ng receipt of thi and amendm FERS PRIOR an offer alread	ed, by one of is amendment nent number TO THE DAT y submitted,	the follows. FA E AND such ch	owing mach copy ALURE HOUR Stange manager	nethods: (a) of the offer OF YOUR SPECIFIED ay be made			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify aut	hority) Th	HE CHAI	NGES SET FO	RTH IN ITE	M 14 A	RE MAI	DE IN THE			
	B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH IN					GES (such a	s chang	ges in pa	aying office,			
⊠	C. THIS SUPPLEMENTAL AGREEMENT The mutual agreement of the parties for v			AUTHO	RITY OF:							
	D. OTHER (Specify type of modification a	and authority)										
E. IMPOR	RTANT: Contractor 🗌 is not, 🛛 is r	equired to sign this documen	t and retur	n _2_ co	pies to the iss	uing office.						
This bila	14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This bilateral contract modification incorporates changes to Part I, Section G, Special Contract Requirements, and Part III, Section J List of Attachments, Table of Contents, Part III, Section J, List of Attachments - Appendix B, Appendix C and Appendix J. (See Continuation Pages for the purpose of this modification).											
ı	ME AND TITLE OF SIGNER <i>(Type or print</i> Dana M. Storms Prime Contract Manager		F	Ryan M. I	FITLE OF CON Kilbury Ing Officer	TRACTING (OFFICE	R (Type	e or print)			
SB. CON	Signature of person authorized to sign)	15C. DATE SIGNED 01 29 20 9	BY T	< U	1.100	_	100		SB. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED			

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

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

Contract Number: DE-AC05-76RL01830 Modification M1202 SF-30 Continuation Page

Page 2 of 3

1.0 Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying Contract No. DE-AC05-76RL01830 (Contract) to update Section H, Section I, and Section J to the most current form as described in this Modification. The Contract shall be amended as described in this Modification to accomplish the following:

- 1. Revise Part I, Section G, Contract Administration Data, to conform to the content of this Modification.
- 2. Revise Part III, Section J, List of Attachments, Table of Contents to conform to the content of this Modification.
- 3. Revise Part III, Section J, List of Attachments, Appendix B, Special Financial Institution Account(s) Agreement for Use with the Payments Cleared Financing Arrangement to conform to the content of this Modification.
- 4. Revise Part III, Section J, List of Attachments, Appendix C, Subcontracting Plan for Socioeconomic Programs to conform to the content of this Modification.
- 5. Revise Part III, Section J, List of Attachments, Appendix J Advance Agreement on Costs of Battelle Owned Personal Property for the Pacific Northwest National Laboratory to be incorporated into the Contract in its most current form.

2.0 Description of Modification:

- 1. Delete in its entirety Part I, Section G, Contract Administration Data, and replace with Part I, Section G, Contract Administration Data that is attached hereto and incorporated herein by reference.
- 2. Delete in its entirety Part III, Section J, List of Attachments, Table of Contents and replace with Part III, Section J, List of Attachments, Table of Contents that is attached hereto and incorporated herein by reference.
- 3. Revise Part III, Section J, Appendix B, Special Financial Institution Account(s) Agreement for Use with the Payments Cleared Financing Arrangement to include the addition of the executed extension of the Banking Agreement up to the most recent extension (Modification No. 8).
- 4. Delete in its entirety Part III, Section J, Appendix C Subcontracting Plan for Socioeconomic Programs Pacific Northwest National Laboratory Subcontracting Plan Fiscal Year 2018 and replace with Appendix C Subcontracting Plan for Socioeconomic Programs Pacific Northwest National Laboratory Subcontracting Plan Fiscal Year 2019 that is attached hereto and incorporated herein by reference.

Modification M1202 SF-30 Continuation Page Page 3 of 3

- 5. Delete Part III, Section J, Appendix J Advance Agreement on Costs of Battelle Owned Personal Property for the Pacific Northwest National Laboratory and replace Part III, Section J, Appendix J RESERVED that is attached hereto and incorporated herein by reference.
- 6. This modification results in no further changes to the Contract.

(End of Contract Modification)
[M1202]

Modification M1202

Part I – The Schedule

Section G

Contract Administration Data

Table of Contents

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	Contracting Officer's Representative (COR)	1
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Modification M1202

G-1 Head of Contracting Activity (HCA), Contracting Officer (CO), and Contracting Officer's Representative (COR)

- (a) The Chief Operating Officer, DOE Office of Science, has been designated as the HCA for this Contract.
- (b) Contract correspondence for the Pacific Northwest Site Office Contracting Officer is as follows:

Ryan M. Kilbury
Contracting Officer
Pacific Northwest Site Office (PNSO)
U.S. Department of Energy
P.O. Box 350, K9-42
Richland, WA 99352
[M779]

In the event that the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to PNSO or assigned to the M&O Policy Division of the Integrated Support Center, shall be authorized to take the required contractual action(s) within the limits of his/her authority. [M1067]

(c) The CO/COR(s) for this Contract have been designated in writing in accordance with paragraph (b) of the Clause G-2, Technical Direction and are listed below:

Name & Position	Authorities
Ryan M. Kilbury, Contract Specialist, Pacific Northwest Site Office	Authorized Contracting Officer for consent to subcontract in amounts not to exceed \$25M and direct changes to the contract in an amount not to exceed \$25M.
Melanie P. Fletcher, Contract Specialist, Pacific Northwest Site Office	Authorized Contracting Officer for consent to subcontract in amounts not to exceed \$10M and direct changes to the contract in an amount not to exceed \$10M.
Genice Madera, Contract Specialist, Pacific Northwest Site Office	Authorized Contracting Officer for consent to subcontract in amounts not to exceed \$1M, Simplified Acquisitions up to \$100K and \$25K Sources Purchases, and No Cost Time Extensions.

Modification M1202

Name & Position	Authorities
Roger E. Snyder, Manager, Pacific	Unlimited authority to act for the Contracting
Northwest Site Office	Officer for functions that do not involve a
	change in the scope, price, terms or conditions
	of the Contract.
Julie K. Erickson, Deputy Manager, Pacific	Unlimited authority to act for the Contracting
Northwest Site Office	Officer for functions that do not involve a
	change in the scope, price, terms or conditions
	of the Contract.
Debbie E. Trader, Director, Laboratory	Unlimited authority to act for the Contracting
Stewardship Division, Pacific Northwest Site	Officer for functions within the scope of the
Office	PNSO Laboratory Stewardship Division that
	do not involve a change in the scope, price,
	terms, or conditions of the Contract.
Theodore P. Pietrok, Director, Operations	Unlimited authority to act for the Contracting
Division, Pacific Northwest Site Office	Officer for functions within the scope of the
	PNSO Operations Division that do not
	involve a change in the scope, price, terms, or
	conditions of the Contract.
Jeffery W. Day, Program Manager,	Authorized to take all actions associated with
Laboratory Stewardship Division, Pacific	the position as Program Manager for the
Northwest Site Office	acquisition of the High Performance
	Computing System-4 (HSPC-4), which will
	be procured and placed into the
	Environmental Molecular Sciences
	Laboratory (EMSL).
Dationa O. Mitchell, Attorney-Advisor,	Unlimited authority to act for the Contracting
Office of Chief Counsel, Oak Ridge	Officer for Litigation Management and Legal
Operations Office	Policy functions that do not involve a change
	in the scope, price, terms or conditions of the
	Contract.
Wendy E. Bryant, Assistant Chief Counsel	Unlimited authority to act for the Contracting
for Contracts and General Law, Office of	Officer for Litigation Management and Legal
Chief Counsel, Oak Ridge Operations Office	Policy functions that do not involve a change
	in the scope, price, terms or conditions of the
	Contract.

[M1202]

(End of Clause)

G-2 DEAR 952.242-70 Technical Direction (DEC 2000)

(a) Performance of this work under this Contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

Modification M1202

(1) Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the Contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of the work stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the Contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated Contract cost, the fee (if any), or the time required for Contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the Contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- (d) All technical directions shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5)

Modification M1202

working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the Changes clause of the Contract;
- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the Contract or to agree upon the Contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

G-3 Correspondence Procedure

Acting as a representative of the DOE Office of Science, the Pacific Northwest Site Office (PNSO) has the overall lead responsibility for oversight and administration of the programs and activities conducted by the Laboratory. To promote timely and effective administration, correspondence, submitted under the Contract, shall contain a subject line commencing with the Contract number and shall be subject to the following procedures:

(a) Technical Correspondence

Technical correspondence shall be addressed to the DOE Program Manager, COR, or other duly authorized Government representative, with an information copy of the correspondence to the PNSO. For the purpose of this paragraph, technical correspondence does not include technical correspondence where patent issues are involved; correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this Contract; and correspondence associated with approval requirements of the Contracting Officer.

Modification M1202

(b) Other Correspondence

Other than technical correspondence shall be addressed to the Contracting Officer with information copies of the correspondence to the PNSO and as appropriate to the DOE Program Manager, COR, or other authorized Government representatives.

(End of Clause)

G-4 Modification Authority

Notwithstanding any of the other provisions of this Contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- 1) Assign additional work within the general scope of the Statement of Work of the contract;
- 2) Issue a change as defined in the "Changes" clause of the Contract;
- 3) Change any of the expressed terms, conditions or specifications of the Contract;
- 4) Accept non-conforming work; or
- 5) Waive any requirement of this Contract;

[M1067]

(End of Clause)

Modification M1202

Part III – List of Documents, Exhibits, and Other Attachments

Section J

List of Attachments

Modification M1202

Part III – List of Documents, Exhibits, and Other Attachments

Section J

List of Attachments

Table of Contents

Appendix A - Advance Understandings on Human Resources Cost

Appendix B - Special Financial Institution Account(s) Agreement for Use with the Payments Cleared Financing Arrangement

Appendix C - Subcontracting Plan for Socioeconomic Programs Appendix D - List of Applicable Directives & External Requirements

Appendix E - Performance Evaluation and Measurement Plan

Appendix F - Operational Agreement between the Office of Science, Pacific Northwest Site Office and the Office of Environmental Management, Richland Operations Office

Appendix G - DOE Research and Development Bilateral and Multilateral Agreements

Appendix H - List of Approved Laboratory Land/Facilities (Owned and Leased)

Appendix I - Advance Agreement on Costs and Associated Use of Battelle-Owned Facilities and Real Property

Appendix J - RESERVED

Appendix K - Advance Agreement on Allowable Costs Associated with the Transfer of Real Property

BATTELLE MEMORIAL INSTITUTE CONTRACT NO. DE-AC05-76RL01830 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT

MODIFICATION NO. 8

SCHEDULE

I. RECITALS

This is a modification to Contract No. DE-AC05-76RL01830 financing agreement, between the contracting parties, the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Battelle Memorial Institute, a corporation/legal entity existing under the laws of the State of Ohio (hereinafter referred to as "Battelle") and U.S. Bank National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as "U.S. Bank NA").

There is now in full force and effect between the parties a contract (Contract DE-AC05-76RL01830), entered into on July 1, 2010.

The parties to this contract desire to modify said contract by extending the contract completion date one year to provide time for the parties to renegotiate terms for a longer agreement and incorporate a revised "Schedule of Financial Institution Processing Charges" form attached herein.

II. COVENANTS

A. Section 2, shall be deleted and the following substituted therefore:

"U.S. Bank NA shall be bound by the provisions of said Agreement(s) between DOE and Battelle relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but U.S. Bank NA shall not be responsible for the application of funds withdrawn from said account. After receipt by U.S. Bank NA of written directions from the DOE Contracting Officer, U.S. Bank NA shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by U.S. Bank NA from DOE upon DOE stationery and purporting to be signed by, or signed at the written direction of DOE shall, insofar as the rights, duties, and liabilities of U.S. Bank NA are concerned, be considered as having been properly issued and filed with U.S. Bank NA by DOE."

B. Section 7. shall be deleted and the following substituted therefore:

"This Agreement, with all its provision and covenants, shall be in effect beginning on July 1, 2010 and extending through June 30, 2019, to provide time for the parties to renegotiate terms for a longer agreement and incorporate a revised "Schedule of Financial Institution Processing Charges" form attached herein.

III. The parties to this contract further acknowledge and agree that the contracting party US Bank

NA's legal name was incorrectly referenced as "U.S. Bank, a financial institution corporation existing under the laws of the State of Washington located at Richland, Washington" in the original contract dated July 1, 2010 and in subsequent modifications to the contract. The parties further agree U.S. Bank NA is the proper legal name of said contracting party and that any and all references to "U.S. Bank" in the original contract and subsequent modifications, including this Modification No. 8, means U.S. Bank NA.

- IV. It is understood and agreed that all other terms and conditions of this contract shall remain unchanged.
- V. SIGNATURES

By:	U.S. DEPARTMENT OF ENERGY
	DACIEIC MODTHWEST SITE OFFICE

Malania P. Flotobar

Title: Contracting Officer

Date: 6 11 18

By: BATTELLE MEMORIAL INSTITUTE

Brian R. Smith

Title: Treasurer

Date: 6/5/18

By: U. S. BANK NATIONAL ASSOCIATION

Scott Smith,
Title: Relationship Manager

Date: 5/3/18

BANKING SERVICE CHARGES BATTELLE - PNNL 07/01/2018 - 06/30/2019

DEPOSITORY SERVICE

		Processing Charges	
010 000	ACCOUNT MAINTENANCE	8.0000	"
010 101	PAPER CREDITS	0.2000	
010 101	ELECTRONIC CREDITS	0.2000	
010 100	ELECTRONIC DEBITS	0.1000	
150 101	REJECT CHECKS PAID	0.1000	
100 400	RETURNED DEPOSITED ITEMS	3.2500	
000 230	RETURNED ITEM IMAGE VIEWED	0.0700	
000 230	DEPOSIT COVERAGE		variable rate pass-through, new rate as of Jan 1
150 240	CHECK FILTER MONTHLY MAINT	10.0000	
010 600	RELATED ACCT TRANSFER BY PHONE	6.0000	
000 210	CHARGE FOR NEG COLL BALANCE	0.0071	

ACCOUNT RECONCILEMENT SERVICES

150 030	FULL/POS PAY MAINT	60.0000
150 120	FULL/POS PAY PER ITEM	0.0400
200 010	ARP FULL MAINT	85.0000
151 200	RECON PRINTING/MAILING FEE	6.0000
200 306	SP ARP RECON OUTSTANDING MAINT	10.0000
200 301	ARP TRANSMISSION OUTPUT	5.0000
010 802	FILE LEVEL ENCRYPTION MO MAINT	55.0000

SINGLEPOINT

400 272	SP CURRENT DAY DETAIL-ACCT - NEXT	10.0000
400 272	SP CURRENT DAY PER ITEM DET	0.0500
400 272	SP CURRENT DAY PER ITEM SUM	0.0500
400 272	SP PREVIOUS DAY DETAIL - ACCT 2nd	10.0000
400 272	SP PREVIOUS DAY PER ITEM DET	0.0500
400 272	SP PREVIOUS DAY PER ITEM SUM	0.0500
010 407	ACCOUNT ANALYSIS REPORT	10.0000
409 999	MONTHLY DDA STATEMENT PDF	5.0000
250 720	SP ACH RETURN AND NOC REPORT - FIRST	2.5000
300 225	EDI REMITTANCE REPORT	35.0000
050 311	SP LOCKBOX DETAIL REPORT	50.0000
400 110	PREVIOUS DAY XMIT MO MAINT NEXT	10.0000
400 110	PREV DAY XMIT-PER TRANSMIT	15.0000
400 232	PREVIOUS DAY XMIT-PER TRANSMIT	0.0500
150 410	SP STOP PAYMENTS-PER STOP	9.0000
250 000	SP ACH POSITIVE PAY MO MAINT	17.5000
151 350	SP IMAGE MONTHLY ACCT MAINT	25.0000

BANKING SERVICE CHARGES BATTELLE - PNNL 07/01/2018 - 06/30/2019

WIRE TRANSFERS

350 300	INCOMING FEDWIRE	6.5000
350 712	INCOMING INTL WIRE	10.0000
350 123	INTERNAL WIRE CREDIT	6.0000
350 202	BANK - FEDWIRE REPETITIVE	7.5000
350 300	INCOMING FEDWIRE CTP	5.0000
350 10Z	BATCH WIRES	9.5000
350 701	BATCH WIRES INTL USD	20.0000
300 000	BATCH WIRE CUSTOM MNTHLY MAINT	150.0000
350 199	BATCH WIRE TRNSLATION PAYMENT	0.0800
300 100	BATCH WIRE TRANSMISSION	12.0000
350 520	DRAWDOWN REQUEST OUTBOUND	7.5000
350 104	SINGLEPOINT FEDWIRE NON-REP	10.0000
350 700	SINGLEPOINT INTL USD NON-REP	20.0000
350 120	SINGLEPOINT INTERNAL	6.0000

ZERO BALANCE ACCOUNTS

	010 020	ZBA LEAD	15.0000
Г	010 021	ZBA SUBSIDIARY	10.0000

CONTROLLED DISBURSEMENT

150 000	CONTROLLED DISB - FIXED	100.0000
150 110	CONTROLLED DISB - PER ITEM	0.1000

IMAGE SERVICES

151 351	SP CKS PD PER ITEM STORED	0.0350
151 350	MONTHLY MAINTENANCE - PER ACCT	25.0000
151 351	IMAGE ARCHIVE PER CHECK IMAGE	0.0600
151 353	IMAGE ARCHIVE - PER CD-ROM	5.0000
151 352	SP SHORT TERM IMGS RETRIEVED	2.0000

BANKING SERVICE CHARGES BATTELLE - PNNL 07/01/2018 - 06/30/2019

LOCKBOX

050 000	LOCKBOX MONTHLY MAINT-SEATTLE	95.00
050 300	LOCKBOX DEPOSIT-SEATTLE (PER Credit)	0.75
050 100	LOCKBOX PER ITEM-SEATTLE	0.28
050 500	LOCKBOX EXCEPT/RETURN-SEATTLE	0.25
050 126	LOCKBOX DATA KEYSTROKE-SEATTLE	0.0100
050 11R	WLBX IMAGE CHECK/COUPON-SEATTLE	0.0500
050 11R	WLBX IMAGE DOCUMENT-SEATTLE	0.1500
050 11R	WLBX IMAGE MONTHLY-SEATTLE	105.0000
050 002	WLBX ANNUAL RENTAL-SEATTLE	
100 214	LOCKBOX DEPOSITED ITEM	0.0500

USPS annual pass through

ACH SERVICE

250 202	INTL ACH RECEIVED ITEM	0.5000
250 000	ACH MONTHLY MAINTENANCE	25.0000
250 120	ACH ORIGINATED ADDENDA ITEM	0.0200
250 501	ACH PROCESS RUN	5.0000
250 102	ACH ORIG TRANSIT ITEM	0.1200
250 102	ACH ORIGINATED ON-US ITEM	0.12
250 202	ACH RECEIVED ITEM	0.12
250 220	ACH RECEIVED ADDENDA ITEM	0.02
251 050	ACH BLOCK MTHLY MAINT PER ACCT	8.0000
250 302	ACH RETURN PER ITEM	2.5000
251 070	ACH NOTIFICATION OF CHANGE	2.5000
250 400	ACH RETURN/NOC ELECTRONIC	2.5000
250 640	ACH ITEM ADJUSTMENT REQUEST	3.0000
300 010	ACH REMITTANCE MONTHLY MAINT	35.0000

COIN AND CURRENCY SERVICES

100 01Z	CASH DEPOSITED-PER \$100	0.0800
100 000	BRANCH DEPOSIT PROCESSING FEE	1.2500

Contract Number: DE-AC05-76RL01830 Modfication M1202

BANKING SERVICE CHARGES BATTELLE - PNNL 07/01/2018 - 06/30/2019

ELECTRONIC DEPOSIT SERVICES

101 300	EDM MONTHLY MAINTENANCE - FIRST	80.0000
101 300	EDM MONTHLY MAINTENANCE - NEXT	15.0000
101 300	OED WEB CLIENT MAINTENANCE	38.0000
109 999	OED CREDIT	1.2500
101 311	OED CHECK ITEM ON US	0.1000
101 310	OED CHECK ITEM - TRANSIT	0.1200

MISCELLANEOUS CHARGES

999 999	MERCHANT DISCOUNT	Pass-through of Merchant activity if applicable
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Modification M1202

PART III – List of Documents, Exhibits and Other Attachments

Section J

Appendix C

Subcontracting Plan for Socioeconomic Programs

Modification M1202

Pacific Northwest National Laboratory Subcontracting Plan Fiscal Year 2019

Socioeconomic Programs

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

In keeping with the above policy, Battelle and the U.S. Department of Energy (DOE) have established the following Subcontracting Plan (this Plan). This Plan shall remain in effect from October 1, 2019, for the entire Contract period associated with this Contract.

I. Goals

- A. Based on an estimated annual fiscal year budget of \$996,000,000 and an adjusted procurement volume of \$294,000,000, and small business subcontracting base of \$235,200,000, Battelle's goals for Fiscal Year 2019 are to
 - 1. Award 42 percent to Small Business concerns, estimated at \$98,784,000.
 - 2. Award 5 percent to Small Disadvantaged Business concerns, estimated at \$11,760,000.
 - 3. Award 5 percent to Women-Owned Small Business concerns, estimated at \$11,760,000.
 - 4. Award 3 percent to HUBZone Small Business concerns, estimated at \$7,056,000.
 - 5. Award 3 percent to Service-Disabled Veteran-Owned Small Business concerns, estimated at \$7,056,000.
- B. Goals must be realistic to present the proper challenge to staff who are ultimately responsible for goal achievement. The percentage goals in A. above, based on past performance and future projections, will present such a challenge.
- C. These goals are accumulated based on subcontracts and purchase orders placed and do not include other indirect costs. They will include all dollars awarded under Contract DE-AC05-76RL01830 with the exception of those dollars awarded to federal agencies (i.e. NASA, NOAA), other Battelle Inter-laboratory Authorizations or to other Battelle-owned entities, building leases, and to firms outside the U.S.A. Other minor exclusions apply including payment to GSA for vehicle leases, travel costs for non-PNNL staff and society memberships.
- D. The principal products and services to be obtained in support of this Plan are those generally associated with an extremely diverse research and development environment. The business concerns in this Plan will generally supply a major portion of the goods and services listed in Table A.

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TABLE A

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

II. Battelle Subcontracting Plan Administrator

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

- Serve as Battelle's interface with small and socioeconomically-disadvantaged businesses.
- Maintain and keep current listings of small and socioeconomically-disadvantaged businesses.
- Participate as Battelle representative in small business trade fairs, specifically directed toward offering opportunities for participants to do business with Battelle.
- Attend DOE-sponsored Small Business Program Manager Meetings and participate in the annual DOE Small Business Conference.
- Participate in trade associations, business development organizations, and conferences to locate and identify small and socioeconomically-disadvantaged business sources.
- Counsel and discuss subcontracting opportunities with potential small and socioeconomicallydisadvantaged business firms and arrange appropriate assistance to these firms as required and practicable.

Modification M1202

 Provide statistics to Battelle management on progress toward established goals and recognition of significant Contract Specialist performance in this area.

- Hold periodic training and other meetings with the appropriate acquisition staff on the Socioeconomic Programs.
- Conduct periodic meetings and otherwise communicate with Battelle organizational components covering Battelle's Socioeconomic Programs.
- Support Small Business Administration (SBA) activities as requested.

III. Administration of Battelle's Subcontracting Plan

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

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

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

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

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

Staff will post all written, competitive solicitations >\$150,000 on PNNL's website to maximize exposure to small and socioeconomically-disadvantaged businesses, unless the acquisition is for: 1. work performed, or delivery will occur, in a foreign country, or 2. work performed under a classified or "Confidential Foreign Government Information – Modified Handling Authorized (C/FGI-MOD)" projects. When appropriate, procurements may be synopsized in the Federal Business Opportunities (FedBizOpps) in an effort to locate additional qualified small and socioeconomically-disadvantaged business concerns for participation.

IV. Flow-Down Requirements to Battelle's Subcontractors

Each purchase order/subcontract action exceeding \$250,000 placed in furtherance of Prime Contract DE-AC06-76RL01830 will include the clause: "Utilization of Small Business Concerns."

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

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

V. Periodic Reporting and Cooperating with DOE and SBA

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

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

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

VI. Maintaining Records

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

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

- Source lists (e.g., Dynamic Small Business Search, VetBiz Search, etc.), guides and other data that identify small and socioeconomically-disadvantaged business concerns
- Organizations contacted to locate small and socioeconomically-disadvantaged business concerns.
- Records on each competitive, domestic solicitation resulting in an award of more than \$250,000, indicating whether small and socioeconomically-disadvantaged businesses were solicited and, if not, why not, and, if applicable, the reason award was not made to a small business concern.
- Records of any outreach efforts and contacts with trade associations, business development organizations, and conferences and trade fairs to locate small and socioeconomicallydisadvantaged sources.
- Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- On a contract-by-contract basis, records to support award data submitted by the offeror to Battelle, including the name, address, and business size of each subcontractor.

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PART III – List of Documents, Exhibits and Other Attachments

Section J

Appendix J

RESERVED