AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.  M599	3. EFFECTIVE DATE (M/D/Y)  See Block 16C	4. REQUISITION	VPURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTER	ED BY (If other than Item 6	B) CODE
U.S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, WA 99352		-1		
8. NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP code)		9A. AMENDME	NT OF SOLICITATION NO.
Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352 DUNS # 032987476			DE-AC	ATION OF CONTRACT/ ORDER NO.
			10B. DATED (S	SEETIEM 13)
CODE	FACILITY CODE		Decem	ber 30, 1964
11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.  Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  (a) By completing Items 8 and 15, and returningcopies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE DATE AND HOUR SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and amendment and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS SET FORTH IN ITEM 14.  CHECK ONE A THIS CHANGE ORDER IS ISSUED BURGLIANT TO CONTRACT ORDER NO. IN TENANCE.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: The mutual agreement of the parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor is not, is required to sign this document and return _2_ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
This bilateral contract modification incorporates changes to Part I, Section C - Description/Specifications/Work Statement, Part I, Section H – Special Contract Requirements, and Part III, Section J - List of Documents, Exhibits, And Other Attachments, Appendix D, F, and H. (See Continuation Pages for the purpose and description of this modification)				
Except as provided herein, all terms and conditions of the do	ocument referenced in Item 9A or	10A, as heretofore	e changed, remains uncha	nged and in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND	TITLE OF CONTRACTION	NG OFFICER (Type or print)
Karen L. Hoewing, General Counsel			M. Kilbury racting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2-4-10	ву	TATES OF AMERICA  Ture of Contracting Officery	16C. DATE SIGNED 2-4-10
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	30-105			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

### Block 14 "DESCRIPTION OF AMENDMENT/MODIFICATION," continued.

# **Purpose of Modification:**

The purpose of this contract modification is to revise Part I Section C, Description/Specifications/Work Statement, Table of Contents, and revise Part I Section C, Description/Specifications/Work Statement, Clause 3.2, Performance Evaluation Expectations, delete in its entirety the last paragraph of the clause that discusses "Mission Stretch Goals" and revise Part I, Section C, Description/Specifications/Work Statement Clause 4.3, Operating Envelope, Section 4.3.2 Facilities, to clarify the Pacific Northwest National Laboratory Site and remove legacy language related to the Hanford Site, incorporate language into the contract related to Section J, Appendix F – Operational Agreement and remove the language related to the "Nuclear Island".

Part I, Section H, Special Contract Requirements, Table of Contents is changed to remove the title of Clause H-31, "Determining Total Available Mission Stretch Goal(s) Incentive Fee and Fee Earned" and replace with Clause H-31 "RESERVED". Part I, Section H, Special Contract Requirements, Clause H-31 Determining Total Available Mission Stretch Goal(s) Incentive Fee and Fee Earned is deleted in its entirety and replaced with Part I, Section H, Special Contract Requirements, Clause H-31 "RESERVED".

Part III, List of Documents, Exhibits, And Other Attachments, Section J – List of Attachments, Table of Contents is changed to remove the title of Appendix F - Radiochemical Processing Laboratory Authorization Agreement and replace it with Appendix F – Operational Agreement Between the Office of Science, Pacific Northwest Site Office and The Office of Environmental Management, Richland Operations Office and to remove the title of APPENDIX H – Mission Stretch Goal(s) Performance Evaluation and Measurement Plan and replace with, APPENDIX H – "RESERVED"

Section J, Appendix F – Pacific Northwest Site Office Radiochemical Processing Laboratory Authorization Agreement November 2007, Rev.0, is deleted in its entirety and replaced with Section J, Appendix F, Operational Agreement Between the Office of Science, Pacific Northwest Site Office and The Office of Environmental Management, Richland Operations Office dated March 2008. This further clarifies the roles and responsibilities between the Office of Science and the Office of Environmental Management and the expectations for the Contractor.

Section J, Appendix D, List of Applicable DOE Directives and External Requirements is updated to incorporate those directives previously covered under Appendix F. Additionally, a footnote has been added to Appendix D, to include clarification that the directives with three (3) asterisks apply only to Hazard Category 1, 2, or 3 nuclear facilities.

Section J, Appendix H, Mission Stretch Goal(s) Performance Evaluation and Measurement Plan is being deleted because it is no longer applicable to the current contract's period of performance. The Department has paid the earned Mission Stretch Fee to the Contractor.

### **Description of Modification:**

The following changes are hereby incorporated into the contract:

1. Part I Section C, Description/Specifications/Work Statement, Clause 3.2, Performance Evaluation Expectations, delete the following paragraph in its entirety:

Furthermore "Mission Stretch Goals," as specified within Section J, Appendix H, have been identified as incentives for the Contractor to exceed expectations within the science and technology arena. Incentives for the accomplishment of these mission stretch goals shall be awarded as called for within the Contract clause entitled, "Determining Total Available Mission Stretch Goal(s) Incentive Fee and Fee Earned," and "Appendix H". **[M599]** 

 Part I Section C, Description/Specifications/Work Statement, Clause 4.3, Operating Envelope, Section 4.3.2 Facilities, is revised to clarify the Pacific Northwest National Laboratory Site and remove legacy language related to the Hanford Site, incorporate language into the contract related to Section J, Appendix F – Operational Agreement and remove the language related to the "Nuclear Island". Revisions are as follows:

#### 4.3.2 Facilities

The Laboratory facilities include Government-owned or leased land, buildings, utilities, equipment and other facilities located on the PNNL Site in Richland, Washington. In addition, Laboratory facilities may include Government-owned or leased facilities at such other locations as may be approved by DOE for use under this Contract. Subject to mutual agreement, other facilities may be used in the performance of the work under this Contract (e.g., Contractor-owned or Contractor-leased facilities) as approved by the Contracting Officer. Research and development work performed outside approved Laboratory space (i.e. Off-site) shall be reviewed and assessed for hazards, risks, and application of appropriate mitigating controls prior to the initiation of work consistent with a documented approach accepted by the Contracting Officer.

In accordance with the *Operational Agreement Between the Office of Science Pacific Northwest Site Office and the Office of Environmental Management Richland Operations Office (Operational Agreement)*, dated March 2008, and contained in Section J, Appendix F of this Contract, the Contractor shall operate designated EM facilities located on the Hanford Site in the 300 Area. These facilities shall be operated consistent with the clauses contained in the Operational Agreement and include operation of a Hazard Category 2 nuclear facility as well as various facilities categorized as less than Hazard Category 3. The Contractor will maintain the resources and expertise required to support these activities.

The Contractor shall perform overall integrated planning, acquisition, upgrades, and management of Government-owned, leased, or controlled facilities and real property accountable to the Laboratory. The Contractor shall employ an integrated management approach for management and utilization of the Laboratory facilities and infrastructure and shall renew and enhance research facilities and equipment such that the Laboratory remains state-of-the-art over time. The facilities management approach for the Laboratory shall be clearly defined and consistent with the latest DOE-approved Campus Master Plan.

The Contractor shall employ facilities management practices that are integrated with mission assignments and business operations. The maintenance management program shall maintain facilities, equipment and materials in a manner that:

- promotes and continuously improves operational safety, environmental protection and compliance, property preservation, and cost effectiveness:
- ensures protection of life and property from potential hazards, continuity and reliability of operations, and fulfillment of program requirements;
- ensures the condition of the assets will be maintained or improved to most effectively meet the DOE mission.

The Contractor shall initiate and continually improve facility and waste management practices that implement the "Start Clean - Stay Clean" principles whereby research projects and facility operations are planned to minimize wastes at the end of each project or the life of each facility.

## [M599]

- 3. Part I, Section H Special Contract Requirements, Clause H-31 "Determining Total Available Mission Stretch Goal(s) Incentive Fee and Fee Earned" is deleted in its entirety and replaced with Part I, Section H Special Contract Requirements, Clause H-31 "RESERVED". [M599]
- 4. Part III, Section J, Appendix D, List of Applicable DOE Directives and External Requirements is updated to include the following[M599]:

#### Add

- CRD O 425.1C\*\*\*, "Startup and Restart of Nuclear Facilities"
- CRD O 433.1A\*\*\*, "Maintenance Management Program for DOE Nuclear Facilities"
- CRD O 5480.19, Chg. 2\*\*\*, "Conduct of Operations Requirements for DOE Facilities"
- CRD O 5480.20A, Chg. 1\*\*\*, "Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities"

### **Delete**

CRD M 470.4-2, Chg 1 "Physical Protection

### Replace with

- CRD M 470.4-2A, "Physical Protection"
- \*\*\* Applies only to Hazard Category 1, 2, or 3 nuclear facilities.
- 5. Part III, List of Documents, Exhibits, And Other Attachments, Section J List of Attachments, Table of Contents is changed as follows:

APPENDIX F – Radiochemical Processing Laboratory Authorization Agreement is deleted and replaced with, APPENDIX F - Operational Agreement Between the Office of Science, Pacific Northwest Site Office and The Office of Environmental Management, Richland Operations Office

APPENDIX H – Mission Stretch Goal(s) Performance Evaluation and Measurement Plan is deleted and replaced with, APPENDIX H – "RESERVED" [M599]

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- 6. Part III, Section J, Appendix F Pacific Northwest Site Office Radiochemical Processing Laboratory Authorization Agreement November 2007, Rev.0, is deleted in its entirety and replaced with Part III, Section J, Appendix F, Operational Agreement Between the Office of Science, Pacific Northwest Site Office and The Office of Environmental Management, Richland Operations Office dated March 2008 [M599]
- 7. Part III, Section J, Appendix H, "Department of Energy Office of Science Mission Stretch Goal(s) Performance Evaluation and Measurement Plan is deleted in its entirety and is replaced with **Part III**, **Section J, Appendix H, "RESERVED" [M599]**
- 8. This modification results in no further changes to the contract.

(End of Contract Modification M599)