

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
1604		See Block 16C		25SC000832	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
		892431		7. ADMINISTERED BY (If other than Item 6)	
SC Oak Ridge Support Center Office of Science - Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831				CODE 06010	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
BATTELLE MEMORIAL INSTITUTE Attn: John Robinson P.O. Box 999 ATTN: John M. Robinson MSIN K6-46 RICHLAND WA 99352				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				DE-AC05-76RL01830	
				10B. DATED (SEE ITEM 13)	
CODE CWKJEXDG79A7		FACILITY CODE		12/30/2002	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 HOUR AND DATE 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$56,668,456.62  
00000-0000-00-000000-00000-00000000-00000000-00000000-00000000

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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 THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) In accordance with Section I, Clause DEAR 970.5232-4, "Obligation of Funds"

**E. IMPORTANT:** Contractor ☒ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

UEI: CWKJEXDG79A7

Obligation of Department of Energy (TAS 89 0240) and Non-Appropriated Funding - Pursuant to Article B-2 of the Schedule of contract DE-AC05-76RL01830, the amount obligated by the Department of Energy is increased from \$29,371,406,770.33 to \$29,428,075,226.95, an increase of \$56,668,456.62. This modification results in no other change to the terms and conditions of the subject contract.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robin G. Whitney	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Signature on File	05/12/2025
		(Signature of Contracting Officer)	

Previous edition unusable

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-AC05-76RL01830/1604	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

BATTELLE MEMORIAL INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: VIPERS <a href="https://vipers.doe.gov">https://vipers.doe.gov</a> Any questions, please contact by call/email 888-251-3557 or Payments@hq.doe.gov Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000				

**Part I – The Schedule**

**Section B**

**Supplies or Services and Prices/Costs**

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**B-1 Designation of Work and Facilities**

The Government expressly engages the Contractor to manage and perform work and services, and to manage, operate and maintain the facilities of the Department of Energy (DOE) both as described in this Contract and as designated in writing from time to time by DOE, including the utilization of information, material, funds, and other property of DOE, the collection of revenues, and the acquisition, sale or other disposal of property for DOE subject to the limitations as hereinafter set forth. The Contractor undertakes and promises to exert its best efforts to manage and perform said work and services and to manage, operate, and maintain said facilities, upon the terms and conditions herein provided and in accordance with such directions and instructions not inconsistent with this Contract which DOE may deem necessary to give to the Contractor from time to time. In the absence of applicable directions and instructions from DOE, the Contractor will use its best judgment, skill and care in all matters pertaining to the performance of this Contract.

[M1067]

**B-2 Obligated Funds**

The total amount of funds presently obligated by the Government with respect to this Contract is \$29,428,075,226.95. Such amount may be increased or decreased in accordance with Contract clause 970.5232-4 "Obligation of Funds."

[1604]

**B-3 Estimated Fee Base and Total Available Performance Fees**

- a) The total available fee for the fiscal years outlined in Table B.1 shall be made available in accordance with the Section I clause, DEAR 970.5215-1, entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount (Dec 2000) Alternate II (Dec 2000) Alternate IV (DEC 2000)." The maximum performance fee for each fiscal year may be earned by the Contractor in accordance with the provisions of Section J, Appendix E entitled, "Performance Evaluation and Measurement Plan," for the performance of the work under this Contract commencing October 1, 2022, are as follows:

Table B.1

\* Subject to possible deduction related to Key Personnel retention, see b) below.

Fiscal Year (FY)	Estimated Fee Base	Performance Fee Available
FY 23	\$1.345B	\$13.5M *
FY 24	\$1.345B	\$13.5M *
FY 25	\$1.345B	\$13.5M
FY 26	\$1.345B	\$13.5M
FY 27	\$1.345B	\$13.5M

- b) The key personnel listed in clause 1-107, DEAR 952.215-70 Key Personnel, commit to PNNL through September 30, 2024. Battelle is subject to forfeiture of up to \$300K of fee in Fiscal Years 2023 and 2024 if it removes, replaces or diverts any of the key personnel listed without Department of Energy concurrence.
- c) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only –
1. under the provisions of the “Changes” clause, DEAR 970.5243-1;
  2. for a +/- 10 percent change in the Estimated Fee Base;
  3. for failure to meet key personnel retention commitments; or
  4. the mutual agreement of the Parties that a fee adjustment is required.

[M1414]

#### **B-4 Payment of Provisional Performance Fee**

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Section I Clause entitled, “DEAR 970.5232-2 – Payments and Advances.” The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

[M1067]