

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1   3
<b>2. AMENDMENT/MODIFICATION NO.</b> M180	<b>3. EFFECTIVE DATE</b> See Block 16C	<b>4. REQUISITION/PURCHASE REQ. NO.</b> WPAS-NOPR	<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Mark A. Million P.O. Box 2001 Oak Ridge, TN 37831-8756	<b>CODE</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b> <b>CODE</b>	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>  UT-Battelle, LLC Attn: Michael J. Frieze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
		<input type="checkbox"/>	<b>9B. DATED (SEE ITEM 11)</b>
		<input checked="" type="checkbox"/>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>  DE-AC05-00OR22725
<b>CODE</b>		<b>FACILITY CODE</b>	<b>10B. DATED (SEE ITEM 13)</b> October 18, 1999

**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 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 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 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 telegram or letter, provided each telegram or letter 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)**

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

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<input type="checkbox"/>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<input checked="" type="checkbox"/>	<b>D. OTHER (Specify type of modification and authority)</b> P.L. 95-91 and Mutual Agreement

**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.)**

See Page 2.

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

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Greg L. Turner Chief Financial Officer		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Mark A. Million Contracting Officer	
<b>15B. CONTRACT/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	<u>3/26/2008</u>	BY <u>Mark A. Million</u> (Signature of Contracting Officer)	<u>3/31/08</u>

The purpose of this modification is to incorporate into the contract the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The executive order sets goals in the areas of energy efficiency, acquisition, renewable energy, toxics reductions, recycling, renewable energy, sustainable buildings, electronics stewardship, motor vehicle fleets, and water conservation. Department of Energy Acquisition Letter 2007-12, effective September 20, 2007, mandates that existing Management and Operating contracts be modified to include the language reflected in (e)(3) below. The previous (e)(3) section of contract clause C-4, Statement of Work, has been renumbered to (e)(4) in this modification. All other terms and conditions other than those specified in this modification remain unchanged.

Therefore, the contract is modified as follows:

Subsection (e), Other Activities, of contract clause C-4, Statement of Work (SOW), is deleted in its entirety and replaced with the following:

(e) Other Activities

- (1) The Contractor shall manage facilities and resources to optimize the effectiveness of operations in support of the DOE mission. The Contractor shall maintain critical skill mixes and resources at the Laboratory. The Contractor should perform make/buy analyses on work functions that may be inefficient and determine options for improvement. The Contractor shall examine Laboratory operations to consolidate work efforts, eliminate duplication of scientific effort, identify underutilized facilities, and reduce operational costs. Site planning activities shall be conducted by the Contractor proactively addressing concerns of DOE, regulatory agencies, and stakeholder groups.
- (2) The Contractor shall support DOE/ORO in its responsibilities for land use planning and land management activities and natural resources management for the DOE Oak Ridge Reservation, which consists of 33749 acres of federally-owned land. The Contractor's responsibilities are land and facility planning for the Laboratory site, coordinating and conducting research and its associated operational and maintenance activities within the National Environmental Research Park (NERP).
- (3) The contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objective in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall maintain and update, as appropriate, its Site Plan (as required elsewhere in the contract) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. With respect to this paragraph, the Plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private

sector, third party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

- (4) In addition to the services specifically described in other provisions of this SOW, the Contractor shall perform services as DOE and the Contractor shall agree in writing that will be performed from time to time under this contract as Oak Ridge or elsewhere, as follows:
  - (i) Services incidental or related to the services described in other provisions of this SOW.
  - (ii) Services, using existing facilities and capabilities, for other federal agencies and nonfederal entities in accordance with policies and procedures established by DOE.
  - (iii) Services, using existing or enhanced facilities and capabilities, for the Nuclear Regulatory Commission (NRC), under agency agreements between NRC and DOE.
  - (iv) Services in support of ORO programs when the work involved has been determined by DOE to be within the unique capabilities of the Contractor or when the work involved has been determined by DOE to be within the special scientific and technical capabilities of the Contractor and the urgent need for the services precludes acquiring them from another source.