

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 0136	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE Brookhaven Site Office U.S. Department of Energy 53 Bell Avenue, Building 464 Upton NY 11973	892430	7. ADMINISTERED BY (If other than Item 6) CODE Brookhaven Site Office U.S. Department of Energy 53 Bell Avenue, Building 464 Upton NY 11973	06005
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Brookhaven Science Associates, LLC Attn: George Clark Brookhaven National Laboratory Building 460, PO Box 5000 Upton New York 11973-5000		(x)	9. A. AMENDMENT OF SOLICITATION NO. 9. B. DATED (SEE ITEM 11)
CODE 027579460	FACILITY CODE N/A	X	10. A. MODIFICATION OF Contract/Order NO. DE-SC0012704 10. B. DATED (SEE ITEM 13) 12/22/2014

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 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)
N/A

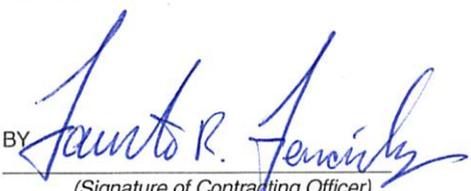
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 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 **1** copies to the issuing office.

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

The purpose of this Modification is issued to update Part I, Section B – Supplies or Services and Prices/Costs, B.3 – Performance Fee; add FY18 fee; revise Part I, Section H – Special Contract Requirements, TOC; revise H.30; Part II, Section I – Contract Clauses, TOC; update clause I.17, and delete clauses; I.84; I.109; revise Part III, Section J – List of Documents, Exhibits, Attachments, TOC; update Appendix E – Key Personnel.

15A. NAME AND TITLE OF SIGNER (Type or print) George Clark Chief Financial Officer	12/31/18	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Fausto R. Fernandez Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SC0012704/0136	2	2

14. Description of Amendment/Modification (continued):

1. **Part I, Section B.3 – Performance Fee:** In accordance with Section B.3 of Prime Contract DE-SC0012704, and the FY 2018 Performance Evaluation and Measurement Plan (Appendix B), the Award Term Determination Official has determined Brookhaven Science Associates, LLC has earned a performance fee amount of \$6,486,000 for the period of performance October 1, 2017 through September 30, 2018. Pursuant to clause F.2, Award Term Incentive, Brookhaven Science Associates, LLC has been awarded twelve (12) months of additional award term.
2. **Part I, Section H – Special Contract Requirements, Table of Contents (TOC):** Section H is revised to update clause H.30.

The following clause has been revised; replace the prior version with the updated attachment provided herein:

- a. **Clause H.30 – Lobbying Restriction:** This clause is revised IAW Department of Energy Policy Flash 2019-09 Implementation of Division A, Title III and Title V of the Energy and Water, Legislative Branch, and Military Construction and Veterans Affairs Appropriations Act, 2019, Pub. L. No. 115-244 and AL-2019-02 dated 12-10-2018.

3. **Part II, Section I – Contract Clauses, Table of Contents (TOC):** Section I TOC is revised to update clauses I.17, I.84, and I.109.

The following clause has been revised; replace the prior version with the updated attachment provided herein:

- a. **Clause I.17 – FAR 52.204-13, System for Award Management Maintenance (Oct 2018)** This clause has been updated IAW Department of Energy Policy Flash 2019-02 Federal Acquisition Circular (FAC) 2005–101.

The following clauses have been deleted:

- a. **Clause I.84 – FAR 52.237-11, Accepting And Dispensing Of \$1 Coin (Sep 2008):** This clause has been updated IAW Department of Energy Policy Flash 2019-02 Federal Acquisition Circular (FAC) 2005–101. Clause I.84 is now titled, “RESERVED”.
- b. **Clause I.109 – DEAR 952.217-70, Acquisition of Real Property (Mar 2011):** Delete clause IAW Office of Science Revolutionary Working Group approved FAR and DEAR clause alternates/deviations Memorandum from Joseph A. McBrearty, Head of Contracting Activity dated April 2, 2018. Clause I.109 is now titled, “RESERVED”.

4. **Part III, Section J – List of Documents, Exhibits, Attachments, Table of Contents (TOC):** Section J TOC is revised to reflect the following: update Appendix E – Key Personnel.

- a. **Appendix E – Key Personnel:** This section is revised to update key personnel. Replace the prior version with the updated attachment provided herein.

Attachments:

- Part I, Section H – Special Contract Requirements
 - ❖ H.30
- Part II, Section I – Contract Clauses
 - ❖ I.17
- Part III, Section J – List of Documents, Exhibits, Attachments
 - ❖ Appendix E – Key Personnel

CLAUSE H.30 – LOBBYING RESTRICTION (AS PER AL-2019-02 – DEC 10, 2018)

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

**CLAUSE I.17 – FAR 52.204-13 – SYSTEM FOR AWARD MANAGEMENT
MAINTENANCE (OCT 2018)**

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.
- (c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (d)
 - (1)
 - (i) If a Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—
 - (A) Change the name in SAM;
 - (B) Comply with the requirements of subpart 42.12 of the FAR; and
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a

properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.
 - (3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.
- (e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

APPENDIX E

KEY PERSONNEL

**Applicable to the Operations of
Brookhaven National Laboratory**

Pursuant to the Section I Clause entitled “DEAR 952.215-70 – Key Personnel”, the following positions are considered to be essential to work being performed.

Title	Name
Laboratory Director	Dr. Doon Gibbs
Deputy Director for Science and Technology	Dr. Robert Tribble
Deputy Director for Operations	Mr. John Anderson, Jr.
Associate Laboratory Director for Energy Sciences	Dr. James Misewich
Associate Laboratory Director for Nuclear & Particle Physics	Dr. Berndt Mueller
Associate Laboratory Director for Environmental Safety & Health	Dr. Steve Coleman