

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO 1011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)
6. ISSUED BY Berkeley Site Office U.S. Department of Energy Berkeley Site Office One Cyclotron Rd., MS90-1023 Berkeley CA 94720	CODE 06008	7. ADMINISTERED BY (If other than Item 6) Berkeley Site Office U.S. Department of Energy One Cyclotron Rd., MS90-1023 Berkeley CA 94720	CODE 06008
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) THE REGENTS OF THE UNIVERSITY OF CALIFORNIA Attn: ANDREW BOULTER 1111 FRANKLIN ST 11TH FL OAKLAND CA 94607		(x) 9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)
CODE 003985512	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO DE-AC02-05CH11231	10B. DATED (SEE ITEM 13) 04/19/2005

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)

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 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 Bilateral FAR 43.102(a)
	D. OTHER (Specify type of modification and authority)

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)

Tax ID Number: 94-3067788

DUNS Number: 003985512

The purpose of this modification is to make corrections to clauses currently in the contract see the continuations pages for details.

All other terms and conditions remain the same. End of modification.

THIS PERFORMANCE-BASED MANAGEMENT CONTRACT (PBMC) IS FOR THE MANAGEMENT AND OPERATION OF
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) Nicole O. Rantz, Associate Director Business & Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria C. Robles	
15B. CONTRACTOR/OFFEROR <i>Nicole O Rantz</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/21/17	16B. UNITED STATES OF AMERICA <i>Maria C Robles</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/25/17

NSN 7540-01-152-8070
Previous edition unusable

Approved as to legal form:
Barton Lounsbury
Barton Lounsbury, University Counsel
Office of General Counsel
Date: 9/20/17

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC02-05CH11231/1008

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NAME OF OFFEROR OR CONTRACTOR
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>THE ERNEST ORLANDO LAWRENCE BERKELEY NATIONAL LABORATORY (LBNL). THE CONTRACTOR SHALL IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT ACCOMPLISH THE MISSIONS AND PROGRAMS ASSIGNED BY THE U.S. DEPARTMENT OF ENERGY (DOE) AND MANAGE AND OPERATE THE LABORATORY. THE LABORATORY IS ONE OF THE DOE'S OFFICE OF SCIENCE (SC) MULTI-PROGRAM LABORATORIES. THE LABORATORY IS A FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER (FFRDC) ESTABLISHED IN ACCORDANCE WITH THE FEDERAL ACQUISITION REGULATION (FAR) PART 35 AND OPERATED UNDER THIS MANAGEMENT AND OPERATING (M&O) CONTRACT AS DEFINED IN FAR 17.6 AND DEAR 917.6.</p> <p>Payment: Payment - Direct Payment from U.S. Dept of Treasury Period of Performance: 06/01/2005 to 05/31/2020</p>				

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

The purpose of this modification is to do the following:

- Delete Clause I.128 FAR 52.215-14 entitled INTEGRITY OF UNIT PRICES,
- Delete Clause I.130 FAR 52.219-4 entitled NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS,
- Correct the title of Clause I.33 entitled BUY AMERICAN,
- Remove the word "deviation" from the clause title in Clause I.98 DEAR 970.5228-1 entitled INSURANCE LITIGATION AND CLAIMS,
- Correct Clause I.109 - DEAR 970.5235-1 entitled FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT (DEC 2010), and
- Correct the FAR number in Clause I.155 FAR 52.203-99 entitled PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (MAY 2015) (DEVIATION).

A. Delete:

I.128 – FAR 52.215-14 INTEGRITY OF UNIT PRICES

B. Delete:

I.130 – FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS

C. Correct the clause by adding a "1" after 970.2570-1:

I.33 – BUY AMERICAN – SUPPLIES (MAY 2014) (MODIFIED BY DEAR 970.2570.

To:

I.33 – BUY AMERICAN – SUPPLIES (MAY 2014) (MODIFIED BY DEAR 970.2570-1).

D. Remove the word "deviation" from the clause title in Clause I.98 DEAR 970.5228-1 Insurance Litigation and Claims. The clause was updated JUL 2013.

I.98 - DEAR 970.5228-1 INSURANCE – LITIGATION AND CLAIMS (JUL 2013) (DEVIATION)

- (a) The contractor must comply with 10 CFR part 719, Contractor Legal Management Requirements, if applicable.
- (b) (1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.

- (2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
- (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.
- (c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self - insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.
- (d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed—
 - (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
 - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the clause of this contract entitled "Obligation of Funds."
- (e) The Government's liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- E. Correct Clause I.109 - DEAR 970.5235-1 FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT it was updated to reflect the change in title to Strategic Partnership Programs.

I.109 - DEAR 970.5235-1 FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT (DEC 2010)

- (a) Pursuant to 48 CFR 35.017-1, this contract constitutes the sponsoring agreement between the Department of Energy (DOE) and the Contractor, which establishes the relationship for the operation of a Department of Energy sponsored Federally Funded Research and Development Center (FFRDC).
- (b) In the operation of this FFRDC, the Contractor may be provided access beyond that which is common to the normal contractual relationship, to Government and supplier data, including sensitive and proprietary data, and to Government employees and

facilities needed to discharge its responsibilities efficiently and effectively. Because of this special relationship, it is essential that the FFRDC be operated in the public interest with objectivity and independence, be free from organizational conflicts of interest, and have full disclosure of its affairs to the Department of Energy.

- (c) Unless otherwise provided by the contract, the Contractor may accept work from a nonsponsor (as defined in 48 CFR 35.017) in accordance with the requirements and limitations of the clause 48 CFR 970.5217-1, Strategic Partnership Projects Program.
 - (d) As an FFRDC, the Contractor shall not use its privileged information or access to government facilities to compete with the private sector. Specific guidance on restricted activities is contained in DOE Order 481.1C, Strategic Partnership Projects (Formerly Known as Work for Others (Non-Department of Energy Funded Work)), or successor version.
- F. Correct the FAR number in Clause I.155 FAR 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS to FAR 52.203-19. The CAAC Letter was codified in FAR.

I.155 - FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

- (a) Definitions. As used in this clause—

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

- (b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

- (c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
 - (d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
 - (f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.
- G. All other terms and conditions remained unchanged.