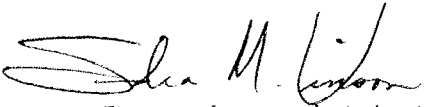
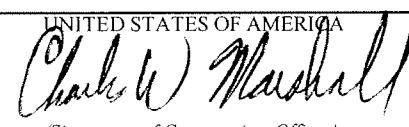


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 OF 5
2. AMENDMENT/MODIFICATION NO. M053	3. EFFECTIVE DATE See block 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)	
U.S. Department of Energy Chicago Service Center 9800 South Cass Avenue Argonne, Illinois 60439		U.S. Department of Energy Berkeley Site Office 1 Cyclotron Road, MS 90-1023 Berkeley, CA 94720	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)		()	9A. AMENDMENT OF SOLICITATION NO.
The Regents of the University of California Office of the President, Laboratory Management 1111 Franklin Street, 5 th Floor Oakland, CA 94607-5206			
			9B. DATED (SEE ITEM 11)
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-05CH11231/A000
			10B. DATED (SEE ITEM 13) April 19, 2005
CODE	FACILITY CODE		
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 ex-tended. 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 25, 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) See Page 2			
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 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).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 41.103(a)			
D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor ___ is not, <u>X</u> is required to sign this document and return <u>2</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			
Block 14 content begins on 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.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Sandra M. Vinson, Director Contracts & Administration, Laboratory Management University of California		Charles W. Marshall, Contracting Officer U.S. Department of Energy	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 (Signature of person authorized to sign)	10/11/2007	By  (Signature of Contracting Officer)	10/18/07

30-105

STANDARD FORM 30

Approved as to legal form: William A. Eklund 11 Oct 2007
 William A. Eklund
 University Counsel
 Office of General Counsel
 Date

Block 14 Continued

- a. Delete Clause H.2A WORK AUTHORIZATION as this clause is superceded by Clause I.119 DEAR 970.5211-1 WORK AUTHORIZATION (MAY 2007).
- b. Clause I.76 DEAR 970.5203-1 MANAGEMENT CONTROLS (DEC 2000) (DEVIATION) is modified as follows:
 - (1) Title as reads: MANAGEMENT CONTROLS (DEC 2000) (DEVIATION);
Is amended to read: MANAGEMENT CONTROLS (JUL 2007)
 - (2) Paragraph (a)(1) beginning on the third line as reads: *“Management controls comprise the plan of organization, methods, and procedures adopted by management to reasonably ensure that: the mission and functions assigned to the contractor are properly executed;”*;
Is amended to read: *“Management controls comprise the plan of organization, methods, and procedures adopted including consideration of outsourcing of functions by management to reasonably ensure that: the mission and functions assigned to the contractor are properly executed;”*
 - (3) Paragraph (a)(4) final sentence as reads: *“Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations that result from audits of business, financial, or management controls performed by its internal audit activity and any other audit activity.”*
Is amended to read: *“Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization. This requirement may be satisfied in part by the reports required under paragraph (i) of 970.5232-3, Accounts, records, and inspection.”*
- c. CLAUSE I.77 DEAR 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION (DEC 2000) is modified as follows:
 - (1) The date as reads: (DEC 2000); is amended to read: (MAY 2006).
 - (2) Paragraph (a) the last sentence as reads: *“Such improvements may result from changes in organization, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.”*
Is amended to read: *“Such improvements may result from changes in organization, outsourcing decisions, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.”*
- d. CLAUSE I.103 - DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000) (DEVIATION) is modified as follows:
 - (1) Title as reads: ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000) (DEVIATION)
Is amended to read: ACCOUNTS, RECORDS, AND INSPECTION (JUN 2007)
 - (2) Paragraphs (i) and (j) of the clause have been deleted and replaced with the following paragraphs (i) and (j):

- “(i) *Internal audit. The contractor agrees to design and maintain an internal audit plan and an internal audit organization.*
- (1) *Upon contract award, the exercise of any contract option, or the extension of the contract, the contractor must submit to the contracting officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Audit Implementation Design must describe:*
- (i) *The internal audit organization's placement within the contractor's organization and its reporting requirements;*
 - (ii) *The audit organization's size and the experience and educational standards of its staff;*
 - (iii) *The audit organization's relationship to the corporate entities of the contractor;*
 - (iv) *The standards to be used in conducting the internal audits;*
 - (v) *The overall internal audit strategy of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;*
 - (vi) *The intended use of external audit resources;*
 - (vii) *The plan for audit of subcontracts, both pre-award and post-award; and*
 - (viii) *The schedule for peer review of internal audits by other contractor internal audit organizations, or other independent third party audit entities approved by the DOE contracting officer.*
- (2) *By each January 31 of the contract performance period, the contractor must submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year. That report shall reflect the results of the internal audits during the previous fiscal year and the actions to be taken to resolve weaknesses identified in the contractor's system of business, financial, or management controls.*
- (3) *By each June 30 of the contract performance period, the contractor must submit to the contracting officer an annual audit plan for the activities to be undertaken by the internal audit organization during the next fiscal year that is designed to test the costs incurred and contractor management systems described in the internal audit design.*
- (4) *The contracting officer may require revisions to documents submitted under paragraphs (i)(1), (i)(2), and (i)(3) of this clause, including the design plan for the internal audits, the annual report, and the annual internal audits.*
- (j) *Remedies. If at any time during contract performance, the contracting officer determines that unallowable costs were claimed by the contractor to the extent of making the contractor's management controls suspect, or the contractor's management systems that validate costs incurred and claimed suspect, the contracting officer may, in his or her sole discretion, require the contractor to cease using the special financial institution account in whole or with regard to specified accounts, requiring reimbursable costs to be claimed by periodic*

vouchering. In addition, the contracting officer, where he or she deems it appropriate, may: Impose a penalty under 970.5242-1, Penalties for unallowable costs; require a refund; reduce the contractor's otherwise earned fee; and take such other action as authorized in law, regulation, or this contract.”

- e. CLAUSE I.114 - DEAR 970.5244-1 CONTRACTOR PURCHASING SYSTEM (DEC 2000) (includes modifications in final rule dated 1/18/01) (DEVIATION) is modified as follows:
- (1) Clause Title as reads: “*CONTRACTOR PURCHASING SYSTEM (DEC 2000) (includes modifications in final rule dated 1/18/01) (DEVIATION)*”
Is amended to read: *CONTRACTOR PURCHASING SYSTEM (MAY 2006)*
 - (2) Paragraph (n) existing language is deleted and the paragraph is amended to read: *Removed and Reserved.*
- f. Add a new CLAUSE I. 119 DEAR 970.5211-1 WORK AUTHORIZATION (MAY 2007) with the following text:
- (a) *Work authorization proposal. Prior to the start of each fiscal year, the Contracting Officer or designee shall provide the contractor with program execution guidance in sufficient detail to enable the contractor to develop an estimated cost, scope, and schedule. In addition, the Contracting Officer may unilaterally assign work. The contractor shall submit to the Contracting Officer or other designated official, a detailed description of work, a budget of estimated costs, and a schedule of performance for the work it recommends be undertaken during that upcoming fiscal year.*
 - (b) *Cost estimates. The contractor and the Contracting Officer shall establish a budget of estimated costs, description of work, and schedule of performance for each work assignment. If agreement cannot be reached as to scope, schedule, and estimated cost, the Contracting Officer may issue a unilateral work authorization, pursuant to this clause. The work authorization, whether issued bilaterally or unilaterally shall become part of the contract. No activities shall be authorized or costs incurred prior to Contracting Officer issuance of a work authorization or direction concerning continuation of activities of the contract.*
 - (c) *Performance. The contractor shall perform work as specified in the work authorization, consistent with the terms and conditions of this contract.*
 - (d) *Modification. The Contracting Officer may at any time, without notice, issue changes to work authorizations within the overall scope of the contract. A proposal for adjustment in estimated costs and schedule for performance of work, recognizing work made unnecessary as a result, along with new work, shall be submitted by the contractor in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.*
 - (e) *Increase in estimated cost. The contractor shall notify the Contracting Officer immediately whenever the cost incurred, plus the projected cost to complete work is projected to differ (plus or minus) from the estimate by 10 percent. The contractor shall submit a proposal for modification in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.*
 - (f) *Expenditure of funds and incurrence of costs. The expenditure of monies by the contractor in the performance of all authorized work shall be governed by the “Obligation of Funds” or equivalent clause of the contract.*
 - (g) *Responsibility to achieve environment, safety, health, and security compliance. Notwithstanding other provisions of the contract, the contractor may, in the event of an*

emergency, take that corrective action necessary to sustain operations consistent with applicable environmental, safety, health, and security statutes, regulations, and procedures. If such action is taken, the contractor shall notify the Contracting Officer within 24 hours of initiation and, within 30 days, submit a proposal for adjustment in estimated costs and schedule established in accordance with paragraphs (a) and (b) of this clause.

- g. Appendix O Key Personnel is modified as follows:
Facilities Director as reads: *Sandy Merola* is amended to read: *Jennifer Ridgeway*

- h. Attached to this modification is a conformed copy of sections H and I and Appendix O to include the changes shown in this modification. All other terms and conditions remain unchanged.