

February 28, 2011

VIA STRIPES

Mr. William S. Glover
Deputy Laboratory Director
and Chief Operating Officer
National Renewable Energy Laboratory (NREL)
1617 Cole Boulevard
Golden, CO 80401-3393

SUBJECT: Contract No. DE-AC36-08GO28308– Modification No.306

Dear Mr. Glover:

Subject Modification is hereby submitted for your review and execution. The purpose of this Modification is to:

- I. Change the Deputy Director of Science and Technology from Robert McGrath to Vance Christensen;
- II. Change the Chair, Board of Director's from James L. Spigarelli to Ronald D. Townsend,
- III. Incorporate NREL's Employee Concerns Program and Implementation Plan (ECP) dated September 27, 2010,
- IV. Incorporate a new clause, H.38 – DOE Access to Contractor's Leased Premises,
- V. Modify Section 3, Compensation, Personnel (Appendix A) per NREL's letter dated January 13, 2011, and
- VI. Update Department of Energy Acquisition Regulation clauses relevant to a Sustainable Acquisition Program.

Please return one signed copy of the Modification to the Golden Field Office, attention Dave Lighthall, by close-of-business, March 14, 2011.

If you have questions regarding this modification, please contact me at 303-275-4924.

Sincerely,

Jean M. Siekerka
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 306		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 11EE002877	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 03601		7. ADMINISTERED BY (If other than Item 6) CODE 03601	
Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393		Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALLIANCE FOR SUSTAINABLE ENERGY, LLC Attn: RONALD D. TOWNSEND 1617 COLE BLVD. MS 1715 GOLDEN CO 804013393		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 805948051 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-08G028308		10B. DATED (SEE ITEM 13) 07/29/2008	

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Clause I.149 970.5243-1 Changes (Dec. 2001)

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 headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 805948051

Administrative Modification 306 provides the following action:

Reason for Modification : Other Administrative Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$0.00

New Total Amount for this Award: \$1,568,731,963.79

Buyer changed

from Jessica L Finley

to David J Lighthall

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 0A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print) <u>W. S. Glover</u>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jean M. Siekerka	
16B. CONTRACTOR/OFFEROR <u>[Signature]</u> (Signature of person authorized to sign)		16C. DATE SIGNED <u>1/7/11</u>	
16B. UNITED STATES OF AMERICA Signature on File		16C. DATE SIGNED 02/28/2011	
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC36-08G028308/306

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NAME OF OFFEROR OR CONTRACTOR
ALLIANCE FOR SUSTAINABLE ENERGY, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
10008	<p>Modification 306 is an administrative modification to update key Alliance personnel, incorporate Sustainable Acquisition Program clauses, add DOE Access to Contractor's Leased Premises clause, and update Appendix A. This Contract is to operate and manage the National Renewable Energy Laboratory.</p> <p>Delivery: 03/01/2011 Delivery Location Code: 03601 Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393</p> <p>Mark For: Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393</p> <p>FOB: Destination Period of Performance: 07/29/2008 to 09/30/2013</p> <p>Add Item 10008 as follows:</p> <p>Admin. Mod. - Modifying Contract Clauses Obligated Amount: \$0.00</p>				0.00

Contract # DE-AC36-08GO28308

Modification M306

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This Modification incorporates the following significant changes to contract DE-AC36-08GO28308:

- I. Section H, Clause H.9, Responsible Corporate Official, is hereby deleted and replaced as follows to acknowledge the replacement of James L. Spigarelli, Ph.D. with Dr. Ronald D. Townsend and to update the address.

Notwithstanding the provisions of clause H.8, Separate Corporate Entity and Performance Guarantee, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor, regarding Contractor performance issues. Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Government of the change in the individual contact.

Name: Dr. Ronald D. Townsend
(Offeror Complete)

Position: Chair, Board of Directors

Company: Alliance for Sustainable Energy, LLC

Address: 1617 Cole Blvd
Golden, CO 80401-3305

- II. Section H, Clause H.38, DOE Access to Contractor's Leased Premises, is hereby incorporated into the contract as a new clause.

H.38 DOE Access to Contractor's Leased Premises

- (a) *Conditions of Access.* The parties agree that from time to time the Contractor shall assist DOE by accommodating access to all or a portion of Contractor's leased premises by DOE personnel and its contractors (if any). Such access: (1) shall be reimbursed by DOE to the Contractor; (2) shall be funded by DOE during such access; (3) shall be assigned to a successor contractor in the event of termination or conclusion of Contractor's management and operating contract; and (4) shall be administered in accordance with an ancillary Access License between the parties.
- (b) *Cost Reimbursement.* The parties agree that the following costs shall be prorated and reimbursed by DOE for any portion of the Contractor's leased premises accessed by DOE personnel and its contractors.

DOE shall reimburse the Contractor for the following:

- (1) all costs under the Contractor's lease attributable to DOE's access, when such costs are incurred by the Contractor;
- (2) costs for DOE's alterations to Contractor's leased premises attributable to DOE's access, when such costs are incurred by the Contractor;

- (3) facility costs attributable to DOE's access, including but not limited to maintenance, security and badging (if any), personal property management, sustainability, and janitorial;
 - (4) costs for services specifically requested by DOE and attributable to DOE's access, including but not limited to security systems and infrastructure;
 - (5) costs for facilities/alterations administration and lease administration attributable to DOE's access and alterations; and
 - (6) any applicable indirect costs in accordance with the Contractor's Cost Accounting Disclosure Statement.
- (c) *Funding commitments.* Subject to the availability of funds, prior to each fiscal year in which the DOE intends to access a portion or all of the Contractor's leased premises, the DOE Contracting Officer shall annually confirm in writing DOE's commitment to reimburse the Contractor for that year's costs attributable to DOE's access to Contractor's leased premises. In the event that the DOE terminates its access to Contractor's leased premises prior to termination of Contractor's management and operating contract, the Contractor's lease costs shall revert to an allowable cost in accordance with the terms of Contractor's management and operating contract.
- (d) *Assignment to successor contractor.* In the event that the Contractor's management and operating contract is terminated for convenience or cause or naturally concludes and DOE continues to require access to the facilities, the DOE shall direct its successor contractor to assume the Contractor's lease, and the ancillary Access License (collectively, the "Lease") under which the Contractor accommodates DOE's access to all or a portion of Contractor's leased premises. Upon assignment to and assumption of the Contractor's Lease obligations by the successor contractor, the Contractor shall be relieved of all responsibility of the entire Lease and the successor contractor shall assume exclusive responsibility for performance of the Lease obligations. DOE shall reimburse Contractor's costs attributable to processing the transfer of the entire Lease to its successor contractor in accordance with the terms of Contractor's management and operating contract. In the event the contract is terminated for convenience or cause or naturally concludes and DOE no longer requires access to the facilities, the Contractor's Lease costs shall revert to an allowable cost in accordance with the terms of Contractor's management and operating contract.
- (e) *Access License.* The parties agree to negotiate in good faith, execute, and annually review an ancillary Access License setting forth the procedures and practices under which DOE shall access Contractor's leased premises. At any time during the term of DOE's access to Contractor's leased premises, either party may propose revisions to the Access License to accommodate changed circumstances. The parties agree to negotiate in good faith such proposed revisions with reasonable promptness.

- III. Section I, Clause I.120, 970.5223-2, Affirmative Procurement Program (Mar 2003) is hereby deleted.
- IV. Section I, Clause I.120, 970-5223-6, Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (Oct 2010) is added as follows:

I.120 970.5223-6 Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management.

EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT [Oct 2010]

Since this contract involves Contractor operation of Government-owned facilities and/or motor vehicles, the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or motor vehicles. Information on the requirements of the Executive Order may be found at

<http://www.archives.gov/federal-register/executive-orders/> .

- V. Section I, Clause I.121, 970-5223-5, DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003) is hereby deleted.
- VI. Section I, Clause I.121, 970.5223-7, Sustainable Acquisition Program (Oct 2010) is added as follows:

I.121 970.5223-7 Sustainable Acquisition Program.

- (a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy (DOE) is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.
- (b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures at

48 CFR 970.5243-1 Changes. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

- (1) Recycled Content Products are described at <http://epa.gov/cpg>
 - (2) Biobased Products are described at <http://www.biopreferred.gov/>
 - (3) Energy efficient products are at <http://energystar.gov/products> for Energy Star products
 - (4) Energy efficient products are at <http://www.femp.energy.gov/procurement> for FEMP designated products
 - (5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at <http://www.epeat.net> the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site
 - (6) Green house gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at <http://www.archives.gov/federal-register/executive-orders/disposition.html>
 - (7) Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>
 - (8) Water efficient plumbing products are at <http://epa.gov/watersense>
- (c) The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product—
- (1) Is not available;
 - (2) Is not life cycle cost effective (or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable), EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level;
 - (3) Does not meet performance needs; or,
 - (4) Cannot be delivered in time to meet a critical need.

- (d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (<http://www.epa.gov/greeningepa/practices/eo13423.htm>) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (<http://www.archives.gov/federal-register/executive-orders/disposition.html>). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, *Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance*. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at:
<http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf>.
- (e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor. This requirement should not be flowed down to subcontractors.
- (f) In complying with the requirements of paragraph (c) of this clause, the Contractor shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position.
- (g) The Contractor shall prepare and submit performance reports using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default [see FAR 52.249-6, Termination (Cost Reimbursement)].
- (h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.

- (i) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "Subcontractor."

- VII. Section J, Attachment B, Key Personnel, is hereby deleted and replaced with the following Attachment B Key Personnel, to acknowledge the replacement of Robert T. McGrath with Dana C. Christensen as the Deputy Director for Science and Technology.

Attachment B Key Personnel

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

Name	Parent Organization	Title	Responsibilities	Accountabilities
Dan Arvizu, Ph.D.	MRI	Laboratory Director & President, Alliance	Overall Contract Performance. Sets Laboratory vision, strategy, & standards and expectations for ES&H	Alliance Board of Directors
William Glover	Alliance for Sustainable Energy	Deputy Laboratory Director & COO	Manage business and site operations. Develop plans, priorities and directs resources to enable RDD&D infrastructure, IMS & ESSH&Q owner	Laboratory Director
Bobi Garrett	Battelle	Sr. VP Integrated Planning, Analysis and Assessment	Provide expertise and tools for analysis of technology policy and market issues for new energy technologies. Coordinates development of annual and 5-year strategic plans and advises on LDRD investments.	Laboratory Director
Dana C. Christensen	Alliance for Sustainable Energy	Deputy Laboratory Director S&T	Manage the S&T portfolio. Lead high-risk, high-value exploratory, translational and applied RD&D across the renewable energy research portfolio	Laboratory Director

Casey Porto	Alliance for Sustainable Energy	Sr. VP Commercializ ation and Deployment	Manage and deploy Laboratory IP. Engage private sector in technology deployment and economic development. Directs investment in technology maturation and commercialization.	Laboratory Director
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- VIII. Section J, Attachment A Transition Plan is deleted in its entirety and replaced with the attached Attachment A -Personnel (Appendix A).
- IX. Section J, Attachment L, Employee Concerns Program (ECP) Implementation Plan hereby incorporates by reference the Employee Concerns Program and Implementation Plan (ECPIP) dated September 27, 2010.
- X. All other terms and conditions remain unchanged.