

- (a) The fiscal year of the contract number is changed and the contract number shall be as follows: DE-AC36-99GO-10337.
- (b) Clause H-8, Fee and Performance, is changed as follows:
  - (i) Delete paragraph (6)(3) in its entirety and substitute the following:  
H-8.(b)(3): Except for the initial award fee period which is a stand alone six month period, DOE will assess Contractor performance in two award fee periods during an annual (12 month) award fee cycles. Unearned fee may be carried over within a single fiscal year. or other two-period fee cycles. Unearned fee may be carried over within a single fiscal year, or other two-period fee cycles, as determined by DOE to be appropriate. However, the Contractor shall not be entitled to earn any carried over fee if its performance in the second fee period does not reflect an improvement over the first evaluation period. Evaluations in the second period which is the same as or equal to the first evaluations shall not be considered improvements and no carried over fee shall be awarded. Unearned fees under one annual fee cycle shall not be carried over to the next annual fee cycle.
  - (ii) Delete paragraph (c)(1) in its entirety and substitute the following:  
H-8.(c)(1): In preparation for annual fee base negotiation, and in order to establish acceptable direct and indirect rates, the Contractor shall submit a cost proposal to DOE addressing all costs for the 12-month period beginning on October 1 and ending September 30 (the Federal fiscal year). This cost proposal shall be submitted to the Contracting Officer on or before August 15 of each year (for example, the cost proposal for fiscal year 2000 (October 1, 1999 - September 30, 2000) is due on or before August 15, 1999). The available fee base will be negotiated and agreed to by the beginning of each fiscal year.
- (c) Section I, Contract Clauses, Clause I-2, is changed as follows and the resultant change to the clause is incorporated by reference.
  - (i) FAR 52.215-2 is changed to read: Audit and Records Negotiation (June, 1999) (Alternate II)(APR 1998).
  - (ii) FAR 52.219-8 is changed to read: Utilization of Small Business Concerns (JUN 1999).
  - (iii) FAR 52.219-9 is changed to read: Small Business Subcontracting Plan (JAN 1999).

- (iv) FAR 52.219-16 is changed to read Liquidated Damages -- Subcontracting Plan (JAN 1999)
  - (v) FAR 52.222-26 is changed to read: Equal Opportunities (FEB 1999).
  - (vi) FAR 52.222-28, Equal Opportunity Preaward Clearance of Subcontracts (APR 1984) is deleted in its entirety.
  - (vii) FAR 52.222-29, is changed to read: Notification of Visa Denial (FEB 1999).
  - (viii) FAR 52.222-36, is changed to read: Affirmative Action for Workers with Disabilities (JUN 1998).
  - (ix) FAR 52.222-37, is changed to read: Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999).
  - (x) FAR 52.225-11, is changed to read: Restrictions on Certain Foreign Purchases (AUG 1998).
  - (xi) FAR 52.226-1 is changed to read: Utilization of Indian Organizations and Indian Owned Economic Enterprises (MAY 1999).
  - (xii) FAR 52.233-1 is changed to read as follows: Disputes (Dec., 1998) Alternate 1 (DEC 1991)
- (d) Section J, Attachment 2, is changed to read: Small Business Subcontracting Plan. The Contractor's Small Business Subcontracting Plan, dated January 26, 1999, is incorporated into the contract under this modification, as attached.
- (e) Section J, Attachment 3, Special Financial Institution Account Agreement, dated Jan 26, 1999, between Midwest Research Institute, Norwest Bank Colorado, NA, and the Department of Energy is incorporated into the contract under this modification, as attached. (This document is not available electronically. A hard copy is available for review in our Public Reading Room at the NREL Visitors Center.)
- (f) Section J, Attachment 4, Applicable Directives (List B) (Ref. I-51, DEAR 970.5204-78), is changed per Attachment 4, List B, dated July 30, 1999, as attached.

- (g) Section J, Attachment 5, Applicable Laws and Regulations (List A) (Ref. I-51, DEAR 970.5204-78), is changed per Attachment 4, List A, dated July 30, 1999, as attached.
- (h) Section J, Attachment 6, Performance-Based Fee and Performance Objectives, is changed to read: Performance Evaluation Plan, (dated July 27, 1999) and the NREL Five Year Plan, (dated 3/15/99) and both documents are hereby incorporated into the contract under this modification, as attached. (The NREL Five-Year Plan is not publicly available at this time.)
- (i) Section J, Attachment 7, remains unchanged.
- (j) Section J, Attachment 8, Diversity Plan, (Ref. I-54.DEAR 970.5204.81) dated March, 1999, is incorporated into the contract under this modification, as attached.
- (j) Section J, Attachment 9, Performance Agreement, (Ref. H-4, Guarantee of Performance) is incorporated into the contract under this modification, as attached. (This document is not available electronically. A hard copy is available for review in our Public Reading Room at the NREL Visitors Center.)
- (k) Section J, Attachments 10, 11, 12, and 13 remain unchanged.
- (l) Section J, add the following attachment:  
Attachment 14, Make or Buy Plan, (Ref. I-50, DEAR 970.5204-76) dated June 22, 1999, is incorporated into the contract under this modification, as attached.
- (m) Section I, Clause I-42, DEAR 970.5204-54, Basic Fee and Award Fee (April, 1994) paragraph (c)(2) and (e) are changed as follows:
  - (c)(2) For this contract, the Government Fee Determination Official (FDO) will be the Manager, Golden Field Office. The Contractor agrees that the determination as to the amount of award fee earned will be made by the Government FDO and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.

- (e) *Contractor Self-Assessment.* Following each evaluation period, the Contractor shall submit a self-assessment within 30 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The FDO will review the Contractor's self-assessment as part of his/her evaluation of the Contractor's management during the period. An unrealistic self-assessment will result in lower award fee determinations. The contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the award fee determination.

- (n) Section H, Clause H-5, Responsible Corporate Official, is changed to read:

#### H-5. RESPONSIBLE CORPORATE OFFICIAL

Notwithstanding the provisions of the clause entitled "Guarantee of Performance" in H-4, 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 to contact.

Name: John C. McKelvey

Position: President and CEO

Company: Midwest Research Institute  
425 Volker Blvd., Kansas City, MO 64110