

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   6	
2. AMENDMENT/MODIFICATION NO. 647	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 13EE001881	5. PROJECT NO. (If applicable)	
6. ISSUED BY Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393	CODE 03601	7. ADMINISTERED BY (If other than Item 6) Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393	CODE	03601
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		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 805948051		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC36-08GO28308	
			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:
X	D. OTHER (Specify type of modification and authority) Clause I.149 970.5243-1 Changes (Dec. 2000)

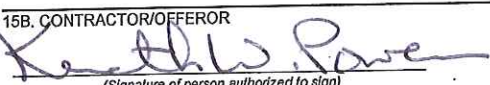
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 DUNS Number: 805948051  
 Modification 647 provides the following significant revisions to Contract #DE-AC36-08GO28308:

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: \$2,308,497,346.40  
 I. Increases the Total Amount for this Award from \$2.5 Billion to \$2.8 Billion.

Continued ...

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) Jean M. Siekerka
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/12/13
16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 03/05/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AC36-08GO28308/647

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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)
10019	<p>II. Modifies Section H, Paragraph H.9, Responsible Corporate Official by changing from Ronald D. Townsend to Richard Thomas Fleener, and updates the address and zip code from 1617 Cole Blvd, 80401 to 15013 Denver West Parkway, PO Box 4011, 80402-0000,</p> <p>III. Modifies Appendix A, Section 11, Travel and Relocation, consistent with Department of Energy, Acquisition Letter Number AL 2013-01.</p> <p>IV. Incorporates Section J, Attachment C, FY 2013 Small Business Subcontracting Plan</p> <p>V. Incorporates Section J, Attachment J, FY2013 Performance Evaluation And Measurement Plan, February 15, 2013</p> <p>VI. Incorporates Section J, Attachment P, FY 2013 Five- Year Plan dated January 31, 2013.</p> <p>This Contract is to operate and manage the National Renewable Energy Laboratory.</p> <p>Delivery: 03/31/2013 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 10019 as follows:</p> <p>Administrative Modification - Modifying Contract Clauses Obligated Amount: \$0.00</p>				0.00

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

- I. The contract value is hereby increased from \$2.5 Billion to \$2.8 Billion.
- II. Section H, Clause H.9, Responsible Corporate Official, is hereby deleted and replaced as follows to acknowledge the replacement of Dr. Ronald D. Townsend with Richard Thomas Fleener 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: Richard Thomas Fleener  
(Offeror Complete)

Position: Chair, Board of Directors

Company: Alliance for Sustainable Energy, LLC

Address: 15013 Denver West Parkway  
PO Box 4011  
Golden, CO 80402-0000

- III. The Travel and Relocation requirements as stated in Appendix A, Section 11 is deleted in its entirety and replaced with:

Costs for domestic business travel, foreign business travel, subsistence and relocation expenses of employees will be in accordance with this Section as well as applicable provisions of the FAR, the DEAR, the Federal Travel Regulations, the Internal Revenue Service mileage allowance, and established applicable NREL policies and procedures. In the event of a conflict between the FAR, DEAR, and the FTR, the most liberal regulation will govern as identified in the attachment to this Appendix. In addition, any business trip or temporary off-site assignment to a single domestic location involving more than thirty (30) consecutive calendar days will be subject to the limitations described in paragraph 4, below.

The Contractor may deviate in specific instances where it is determined to be economically advantageous to the DOE and to the extent such deviations conform to pertinent regulations and law; provided, further that no such deviation shall be permitted with respect to the limitations as described in paragraph 4, below.

The Contractor will maintain records based on its determination to deviate in specific instances sufficient for audit review. The HR Director approves exceptions to the provisions described herein that are within FAR, DEAR, and FTR regulations.

1. Relocation costs are those cost associated with:
  - a. the permanent or temporary change of duty station of an existing employee;
  - b. the recruitment of a new employee hired under regular or a temporary status; and
  - c. a new employee hired into the research participant program, to include post doctoral researchers, research associates, sabbatical, and interns.

## 2. Interim Recruitment Tools

Other relocation enhancements (example: Hiring Bonus) may be considered allowable up to \$50,000, within funding guidelines defined within the annual CIP, for a new senior level employee, based on economic conditions at the time relocation is initiated. Additionally, NREL may provide payments for increased employee income and Federal Insurance Contributions Act taxes (gross-up) incident to allowable reimbursed relocation costs. Both require HR Director concurrence and approval by the cognizant senior manager.

## 3. Research Participant Program Housing Allowance

If the residence is more than 50 miles away from the Laboratory, research participants may receive a monthly housing allowance, administered in accordance with applicable NREL policies, based on local market conditions and not to exceed \$1,000 a month.

## 4. Temporary Off-Site Assignments/Location Change/Domestic Off-Site Assignments

- a. Temporary Off-Site Assignments are for periods of 180 – 364 days and must have advance approval by the cognizant Center/Office Director. Assignments extending for more than one year must have advance approval by the cognizant EMT member. Costs associated with the relocation of employees to a temporary work assignment in excess of 50-miles from the employee's regular work location are allowable. NREL may provide payments for increased employee income and Federal Insurance Contributions Act taxes (gross-up) incident to allowable reimbursed relocation costs associated with assignments extending over one year.
- b. Effective June 1, 2012, new domestic off-site assignments will be administered in accordance with revised Off-site Assignment policies incorporating the following changes and do not require Contracting Officer approval: After thirty (30) calendar days, lodging will be limited to actual expenses, and together with other subsidies

such as M&IE, rent, utilities, phone and furniture rental, the total will be limited to 55% of the Federal per diem rate.

- c. Effective November 1, 2012, new domestic off-site assignments will be administered in accordance with revised off-site assignment policies incorporating the following changes and do not require Contracting Officer approval:

i. For the first 60 days and the last 30 days of the assignment, costs associated with lodging will be reimbursed at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

ii. For the first 30 days and the last 30 days of the assignment, cost associated with meals and incidental expenses will be reimbursed at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

- d. In the case of assignment locations with seasonal rates, the average lodging rate for the fiscal year, may be used to determine reimbursable costs associated with lodging and meals and incidental expenses.

- e. Off-site Assignments approved prior to November 1, 2012, will be transitioned to the new policy reflected in paragraph b. above after providing 90 days written notice to the individual. In the case of assignments with less than a 90 day term remaining before renewal, the existing reimbursement scheme will carry forward into the renewal period until the 90 day notice period has elapsed, and will then transition to the policy reflected in paragraph b. above.

- f. Costs associated with salary premiums, per diem, or lodging and other subsidies on domestic off-site assignments after three years will not be reimbursed (except for the reimbursements described above during the last 30 days of the assignment).

- g. Further, DOE will neither reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station; nor, will DOE reimburse costs associated with salary premiums that exceed 10% when such reimbursement involves DOE appropriated funds.

#### 5. Miscellaneous Expenses Allowance

Costs in connection with temporary off-site assignments: A one-time payment in lieu of actual costs for expenses such as automobile registration, driver's license, and basic home maintenance of the primary residence property:

- a. Assignments of six to nine months in length - \$600

- b. Assignments over 9 months to one year in length: \$1,200

6. Trips Home

Costs in connection with relocation and temporary off-site assignments:

- a. Relocation. One trip to the point from which the employee is relocating; transportation, lodging, M&IE, and car rental. Additional trips to the point of departure are approved by the Human Resources Office Director to support mission critical recruitment.
- b. Temporary Off-Site Assignments. Unaccompanied employees may return home once each 3-week period, as long as three weeks are remaining on the assignment. In addition, with Center/Office Director approval, the Laboratory may reimburse costs for a guest to join the employee in the temporary off-site location. Accompanied employees if they are home owners, may be allowed to return home up to four times during a 12-month assignment in order to assure their home is secure.

- IV. The FY2013 Small Business Subcontracting Plan is hereby incorporated by reference to Section J, Attachment C.
- V. The FY2013 Performance Evaluation and Measurement Plan, dated February 15, 2013 is hereby incorporated by reference to Section J, Attachment J.
- VI. The FY2013 Five-Year Plan dated January 31, 2013 is hereby incorporated by reference to Section J, Attachment P
- VII. All other terms and conditions of the contract remain the same.