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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE T&M Contract | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. 011 | 3. EFFECTIVE DATE See Block 16.c. | 4. REQUISITION/PURCHASE REQ. NO. 09IM000010 | | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY US Department of Energy Office of Headquarters Procurement Services 1000 Independence Ave, SW/MA-641 Washington, D.C. 20585 Attn: Patrick A. Thornton | CODE MA-641 | 7. ADMINISTERED BY (If other than Item 6) Same as block 6 Telephone#: (202)287-1532 Fax (202) 287-1456/1457 | | CODE MA-641 |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Energy Enterprise Solutions LLC 20440 Century Blvd., Suite 150 ATTN: Ms. Eileen Lake Germantown MD 20874 TIN 20-1829526 DUNS: 170309582 Ph. (301) 444-1339 Fax: (301) 916-0066 | | (X) | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | 9B. DATED (SEE ITEM 11) | |
| | | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM01-06IM00054 | |
| | | | 10B. DATED (SEE ITEM 13) 12/05/2005 | |
| 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 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)
Not Applicable. No Changes. B/NC A111

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 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: Clause I.1, "Changes-Time & Materials or Labor Hours," FAR 52.243-3
- D. OTHER (Specify type of modification and authority)

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.)

This Modification is to incorporate a further increase of \$19,000,000.00 to the Master Contract Not-to-Exceed (NTE) Ceiling Value of Option Period 1, in addition to the increase of the same amount added by Modification 010. Also, Clause G.9 CREDITS is added to the Master Contract. Therefore, the NTE Ceiling Value of Option Period 1 is increased by \$19,000,000.00, from \$148,383,943.00 to \$167,383,943.00. The \$19,000,000.00 NTE Ceiling increase is allocated as follows: \$14,656,184.68 to DPLH and \$4,343,815.32. This action increases the Master Contract Awarded NTE Ceiling from \$434,209,972.00 as stated in Modification 010 (the Phase-in Period, two-year Base Period and Option Period 1) to \$453,209,972.00, and the Maximum Potential Master Contract NTE Ceiling from \$973,633,778.00 to \$992,633,778.00. Prior and revised tables are on page 3 hereof. As with the prior increase, the purpose of this increase is to accommodate a higher level of contract effort than was originally projected; there is no change to the scope of work as reflected in the awarded Performance Work Statement. The Revised table is hereby incorporated into Clause B.4, Ceiling Price of Contract, superseding the table incorporated by Modification 010.

| | | | | | |
|---|---|------------------------------|--|--|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Eileen Lake Contracts Mgr. | 15B. CONTRACTOR OFFEROR <i>[Signature]</i> | 15C. DATE SIGNED 10/30/08 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer | 16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer) | 16C. DATE SIGNED OCT 30 2008 |
|---|---|------------------------------|--|--|---------------------------------|

1. Master Contract Not-to-Exceed Ceiling Increase. The purpose of this Modification is to incorporate a further increase of \$19,000,000.00 to the Master Contract Not-to-Exceed (NTE) Ceiling Value of Option Period 1, in addition to the increase of the same amount added by Modification 010. Also, Clause G.9 CREDITS is added to the Master Contract.

Therefore, the NTE Ceiling Value of Option Period 1 is increased by \$19,000,000.00, from \$148,383,943.00 to \$167,383,943.00. The \$19,000,000.00 NTE Ceiling increase is allocated as follows: \$14,656,184.68 to DPLH and \$4,343,815.32. This action increases the Master Contract Awarded NTE Ceiling from \$434,209,972.00 as stated in Modification 010 (the Phase-in Period, two-year Base Period and Option Period 1) to \$453,209,972.00, and the Maximum Potential Master Contract NTE Ceiling from \$973,633,778.00 to \$992,633,778.00.

As with the initial increase to the Option Period 1 NTE Ceiling Value, the purpose of the increase is to accommodate a higher level of contract effort than was originally projected. There is no change to the scope of work as reflected in the awarded Performance Work Statement. The changed values are addressed by the Prior and Revised NTE Ceiling tables attached as page 3 of this Modification. The Revised table is hereby incorporated into Clause B.4, Ceiling Price of Contract, superseding the table incorporated by Modification 010. Changed values in the Revised table are in italics.

2. Credits Clause. The following clause is hereby added to the contract:

G.9 CREDITS.

Any credits due to the Government may be applied against the Contractor's invoices with appropriate information attached. The Contracting Officer shall notify the Contractor and the Payment Office involved in writing of the reason for the adjustment. This process shall be used to correct invoice errors in the event a corrected invoice is not submitted.

3. Conclusion. There are no other changes to Master Contract terms and provisions except as set forth above and in the tables on page 3 of this Modification.

FROM:

AWARDED:

| <u>Contract Period</u> | <u>DPLH NTE Ceiling</u> | <u>ODC NTE Ceiling</u> | <u>Total NTE Ceiling</u> |
|------------------------|-------------------------|------------------------|--------------------------|
| Phase In Period | \$2,024,523.97 | \$207,782.03 | \$2,232,306.00 |
| Base Period Year 1 | \$103,489,407.00 | \$29,580,000.00 | \$133,069,407.00 |
| Base Period Year 2 | \$114,422,176.02 | \$36,102,139.98 | \$150,524,316.00 |
| Option Period 1 | <u>\$114,460,127.32</u> | <u>\$33,923,815.68</u> | <u>\$148,383,943.00</u> |
| Awarded NTE Totals: | \$334,396,234.31 | \$99,813,737.69 | \$434,209,972.00 |

UNAWARDED:

| <u>Contract Period</u> | <u>DPLH NTE Ceiling</u> | <u>ODC NTE Ceiling</u> | <u>Total NTE Ceiling</u> |
|-------------------------|-------------------------|------------------------|--------------------------|
| Option Period 2 | \$101,928,061.00 | \$29,580,000.00 | \$131,508,061.00 |
| Option Period 3 | \$104,115,903.00 | \$29,580,000.00 | \$133,695,903.00 |
| Award Term Option 1 | \$53,184,690.00 | \$14,790,000.00 | \$67,974,690.00 |
| Award Term Option 2 | \$53,184,690.00 | \$14,790,000.00 | \$67,974,690.00 |
| Award Term Option 3 | \$54,345,231.00 | \$14,790,000.00 | \$69,135,231.00 |
| Award Term Option 4 | <u>\$54,345,231.00</u> | \$14,790,000.00 | <u>\$69,135,231.00</u> |
| | \$421,103,806.00 | \$118,320,000.00 | \$539,423,806.00 |
| | ===== | ===== | ===== |
| Master Contract Totals: | \$755,500,040.31 | \$218,133,737.69 | \$973,633,778.00 |

Note: Award Term Options are six months in length; other options are one year.

TO:*

AWARDED:

| <u>Contract Period</u> | <u>DPLH NTE Ceiling</u> | <u>ODC NTE Ceiling</u> | <u>Total NTE Ceiling</u> |
|------------------------|--------------------------------|-------------------------------|--------------------------------|
| Phase In Period | \$2,024,523.97 | \$207,782.03 | \$2,232,306.00 |
| Base Period Year 1 | \$103,489,407.00 | \$29,580,000.00 | \$133,069,407.00 |
| Base Period Year 2 | \$114,422,176.02 | \$36,102,139.98 | \$150,524,316.00 |
| <i>Option Period 1</i> | <u><i>\$129,116,312.00</i></u> | <u><i>\$38,267,631.00</i></u> | <u><i>\$167,383,943.00</i></u> |
| Awarded NTE Totals: | \$349,052,418.99 | \$104,157,553.01 | \$453,209,972.00 |

UNAWARDED:

| <u>Contract Period</u> | <u>DPLH NTE Ceiling</u> | <u>ODC NTE Ceiling</u> | <u>Total NTE Ceiling</u> |
|-------------------------|-------------------------|------------------------|--------------------------|
| Option Period 2 | \$101,928,061.00 | \$29,580,000.00 | \$131,508,061.00 |
| Option Period 3 | \$104,115,903.00 | \$29,580,000.00 | \$133,695,903.00 |
| Award Term Option 1 | \$53,184,690.00 | \$14,790,000.00 | \$67,974,690.00 |
| Award Term Option 2 | \$53,184,690.00 | \$14,790,000.00 | \$67,974,690.00 |
| Award Term Option 3 | \$54,345,231.00 | \$14,790,000.00 | \$69,135,231.00 |
| Award Term Option 4 | <u>\$54,345,231.00</u> | \$14,790,000.00 | <u>\$69,135,231.00</u> |
| | \$421,103,806.00 | \$118,320,000.00 | \$539,423,806.00 |
| | ===== | ===== | ===== |
| Master Contract Totals: | \$770,156,224.99 | \$222,477,553.01 | \$992,633,778.00 |

* changed items in italics.