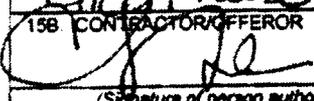


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE T&M Contract	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. M008	3. EFFECTIVE DATE See Block 16.c.	4. REQUISITION/PURCHASE REQ. NO. 01-08IM00054.002	5. PROJECT NO. (If applicable)	
6. ISSUED BY US Department of Energy Office 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		
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			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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	
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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: Clauses B.5, Options to Extend the Term of the Contract—Services; and 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, [ X ] is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this Modification is to exercise the First Option Period of the contract and to incorporate other changes into the Master Contract, as summarized below and set forth herein. The changes specified are the only changes to contract terms and conditions. The changes are as follows:  <b>1. Master Contract Option Period 1 Exercise.</b> The awarded Master Contract Not-to-Exceed (NTE) Ceiling Value is increased from \$285,826,029.00 as stated in Modification M007, by \$129,383,943.00, the value of Option Period 1, also as stated in Modification M007, to \$415,209,972.00. The Maximum Potential Master Contract NTE Ceiling is unchanged at \$954,633,778.00, as revised by Modification M007. Summary tables are provided herein. There is no change to the scope of work as reflected in the awarded Performance Work Statement.  <b>2. Contract Update.</b> Two contract clauses are added to Section H of the Master Contract, H.42 Computer Security (DEAR 952.204-77, AUG 2006) and H.43, Workplace Substance Abuse Programs at DOE Sites (DEAR 970.5223-4, DEC 2000). Also, Clause I.26 Lobbying Restrictions is updated and Clause C.1, Performance Work Statement, Appendix B, Section B.1 Applicable DOE Guidance, is modified to add DOE Order 475.2 Identifying Classified Information. A copy of the DOE Order is attached to this modification for reference purposes.				
15A. NAME AND TITLE OF SIGNER (Type or print) Eileen Lake Contracts Manager		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/26/08	18B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	18C. DATE SIGNED MAR 26 2008	

**1. Exercise of Option Period 1.** As stated on page 1 hereof, the First Option Period of the contract is hereby exercised. The awarded Master Contract Not-to-Exceed (NTE) Ceiling Value is increased from \$285,826,029.00 as stated in Modification M007, by \$129,383,943.00, the value of Option Period 1, also as stated in Modification M007, to \$415,209,972.00. The Maximum Potential Master Contract NTE Ceiling is unchanged at \$954,633,778.00, as revised by Modification M007. The revised Master Contract Ceiling Status Summary table below is hereby incorporated into Clause B.4, Ceiling Price of Contract, superseding the table incorporated by Modification M007.

**Master Contract Ceiling Status Summary**

**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>\$ 99,803,943.00</u>	<u>\$ 29,580,000.00</u>	<u>\$129,383,943.00</u>
Awarded Totals:	\$319,740,049.99	\$ 95,469,922.01	\$415,209,972.00

**Remaining Unawarded:**

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 1*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 2*	\$ 53,184,690.00	\$ 14,790,000.00	\$ 67,974,690.00
Award Term 3*	\$ 54,345,231.00	\$ 14,790,000.00	\$ 69,135,231.00
Award Term 4*	<u>\$ 54,345,231.00</u>	<u>\$ 14,790,000.00</u>	<u>\$ 69,135,231.00</u>
Unawarded Totals:	\$421,103,806.00	\$118,320,000.00	\$539,423,806.00
Contract Totals:	\$740,843,855.99	\$213,789,922.01	\$954,633,778.00

\*award term options, each six months in length.

**2. Section H, Special Master Contract Requirements Update.** This section is revised to add or add contractual provisions as set forth below.

**H.42 COMPUTER SECURITY (DEAR 952.204-77)(AUG 2006).**

**(a) Definitions.**

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

**(b) Access to DOE computers.** A contractor shall not allow an individual to have access to information on a DOE computer unless:

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE or its authorized agents upon request.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

(End of Clause)

#### **H.43. Workplace Substance Abuse Programs At DOE Sites. (DEAR 970.5223-4)(DEC 2000)**

(a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts.

(1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.

(2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

(End of clause)

**Note:** Changes are (1) the definition of Testing Designated Positions has been changed to include all contractor personnel with security clearances; (2) the percentage of personnel to be randomly tested on an annual basis has been decreased from 50% to 30%; and (3) a revised Workplace Substance Abuse Program plan should be submitted within 30 days from receipt of this notice.

**3. Section I, Contract Clauses, Update. Lobbying Restrictions Update.** Clause I.26 of the basic Master Contract is hereby updated as follows:

**I.26 Lobbying Restriction (Consolidated Appropriations Act, 2008 {Energy and Water Development and Related Agencies Appropriation Act, 2008})**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**4. Performance Work Statement Update.** Appendix B, Section B.1 Applicable DOE Guidance, of Contract Clause C.1, Performance Work Statement, is hereby updated to add the following applicable DOE Order:

DOE O 475.2 Identifying Classified Information

A copy of the Order is attached to this modification for reference purposes.

**5. Conclusion.** There are no other changes to Master Contract terms and provisions except as set forth above.