

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
037	04/11/2011	11IM000281			
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585	00112	OFFICE OF HQ PS HQ US DEPARTMENT OF ENERGY OFFICE OF HEADQUARTERS PROCUREMENT MA-64 1000 INDEPENDENCE AVE SW WASHINGTON DC 20585		00112	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
ENERGY ENTERPRISE SOLUTIONS LLC ATTN JOHN HOLMAN 20440 CENTURY BLVD SUITE 150 GERMANTOWN MD 208749161			(X)		
			9B. DATED (SEE ITEM 11)		
			X		
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM01-06IM00054		
			10B. DATED (SEE ITEM 13) 11/18/2005		
CODE	FACILITY CODE				
170309582					

**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. Clause I.1, CHANGES--Time & Material or Labor Hours, FAR 52.243-3
X	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)

**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.)**

Tax ID Number: 20-1829526

DUNS Number: 170309582

The purpose of this modification per Requisition Number 11IM000281 is to increase the Contract ceiling by \$10,000,000.00 for this contract and to update Section G.

See attachment.

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

FOB: Destination

Period of Performance: 12/05/2005 to 09/30/2011

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)	
Eileen Kake Contracts Mgr.		Arness Harris	
15B. CONTRACTOR OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
	4/12/11	Signature on File	04/08/2011
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-AM01-06IM00054/037PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
ENERGY ENTERPRISE SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00012	Add Item 00012 as follows:  To modify the Master Contract IM00054. Obligated Amount: \$0.00				0.00

The purpose of this modification is to increase the Total NTE Ceiling amount by \$10,000,000.00 per conversations with the OCIO. DPLH will be increased by \$6,500,000.00 and ODCs will be increased by \$3,500,000.00. This action increases the Master Contract Not-to-Exceed (NTE) Ceiling from \$911,413,936.00 as stated in Modification 036 (the Phase-in Period through Option Period 3) to \$921,413,936.00. The Maximum Potential Master Contract NTE Ceiling also changes to \$921,413,936.00. 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 036.

Accordingly:

### PRIOR VALUES

#### 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 1	\$ 103,489,407.00	\$ 29,580,000.00	\$ 133,069,407.00
Base Period 2	\$ 114,422,176.02	\$ 36,102,139.98	\$ 150,524,316.00
Option Period 1	\$ 143,116,312.00	\$ 43,267,631.00	\$ 186,383,943.00
Option Period 2	\$ 166,928,061.00	\$ 52,580,000.00	\$ 219,508,061.00
Option Period 3	<u>\$ 163,115,903.00</u>	<u>\$ 56,580,000.00</u>	<u>\$ 219,695,903.00</u>
Totals:	\$ 693,096,382.99	\$ 218,317,553.01	\$ 911,413,936.00

##### Remaining Unawarded:

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
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>
Totals:	\$ 215,059,842.00	\$ 59,160,000.00	\$ 274,219,842.00

Contract Totals:	<u>\$ 693,096,382.99</u>	<u>\$ 218,317,553.01</u>	<u>\$ 911,413,936.00</u>
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**REVISED VALUES****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 1	\$ 103,489,407.00	\$ 29,580,000.00	\$ 133,069,407.00
Base Period 2	\$ 114,422,176.02	\$ 36,102,139.98	\$ 150,524,316.00
Option Period 1	\$ 143,116,312.00	\$ 43,267,631.00	\$ 186,383,943.00
Option Period 2	\$ 166,928,061.00	\$ 52,580,000.00	\$ 219,508,061.00
Option Period 3	<u>\$ 169,615,903.00</u>	<u>\$ 60,080,000.00</u>	<u>\$ 229,695,903.00</u>
Totals:	\$ 699,596,382.99	\$ 221,817,553.01	\$ 921,413,936.00

**Remaining Unawarded:**

<u>Contract Period</u>	<u>DPLH NTE Ceiling</u>	<u>ODC NTE Ceiling</u>	<u>Total NTE Ceiling</u>
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>
Totals:	\$ 215,059,842.00	\$ 59,160,000.00	\$ 274,219,842.00
Contract Totals:	<u>\$ 699,596,382.99</u>	<u>\$ 221,817,553.01</u>	<u>\$ 921,413,936.00</u>

In addition per Requisition Number 11IM000281, this modification incorporates changes to Section G 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:

**1. Section G Update.** Section G.6(d) Headquarters-Specific Reporting, is revised as set forth in the replacement Section G.6(d) below.

G.6(d) Headquarters-Specific Reporting. This section applies to tasks issued for Headquarters program offices by a CO for which DOE Oak Ridge is the payment office. Comparable requirements may be established by task order by sites and or programs at their option.

1. CIO'S Invoice Accounting Report

The Contractor shall provide a monthly report with the following

aggregate requirements: total cumulative task order funding requirements & any task order modifications, funding amount that is invoiced for: Labor or Services, ODC's, any Award Fees (if applicable). This information shall be identified by Task order and is due no later than the tenth working day of each month. This format and information may change at the direction of the HQ CO based on the DOE CIO's, IM-12, Business Management Division's requirements. This report, and any questions regarding its content or format, should be submitted to the following:

Mr. Christopher Karis  
 Business Management IM- 12/Corporate Square Building  
 U.S. Department of Energy  
 1000 Independence Avenue, S W  
 Washington, D.C. 20585-0270  
 Phone: 301-903-4238 FAX: 301-903-4125  
 E-mail Address: [christopher.karis@hq.doe.gov](mailto:christopher.karis@hq.doe.gov)

## 2. Task Order & Financial Tracking Report.

The Contractor shall provide an on-line financial reporting/tracking capability which provides CORs and other designated DOE personnel (task order monitors/managers, etc.) a current and continuously updated record of all financial information transactions by task from time of award through completion and closeout. This should include, but not be limited to, total costing including obligated or de-obligated funding associated with each task order & any new funds supporting task order modifications, the funding amount that is invoiced for Labor or Services, ODC's, or Incentive Fees (if applicable). For reference purposes, this capability shall include the current Government issued task statement of objectives and the Contractor's management and staffing plan in accordance with provision C.2.

## 2. Section G Update. Section G.7(d) Office of Chief Information Officer 1% Contract Level Administrative Fee, is revised as set forth in the replacement Section G.7(d) below.

### G.7(d) Office of Chief Information Officer 1% Contract Level Administrative Fee

All Master Task(s) or Subtask(s) issued under this DOE Master Contract (DE-AM01-06IM00054) will be assessed a 1% Contract Administration Support Reimbursement fee to cover OCIO master contract administrative costs.

In accordance with the Economy Act (31 USC 1535), this fee will be used solely to fund OCIO contract administration support required for this Department-wide Master Contract. There will be no net income to the OCIO as a result of fee collection, and no portion of this user fee will be applied to any other OCIO activities. Any fee funding collected which is excess to OCIO contract

administration support of this Master Contract for a given Fiscal Year will be refunded to the user organization or credited forward to that organization for the following Fiscal Year. A sample funding Memo will be placed on line and must be filled out signed and sent to Mr. Christopher Karis at DOE Headquarters.

Business Management IM- 12, Corporate Square Building  
U.S. Department of Energy  
1000 Independence Avenue, S W  
Washington, D.C. 20585-0270  
Phone: 301-903-4238; FAX: 301-903-4125  
E-Mail Address: [christopher.karis@hq.doe.gov](mailto:christopher.karis@hq.doe.gov)

EES will include the OCIO 1% Contract Level Administrative Fee in the Financial Plan developed in response to issuance of all Master Task or Subtask Performance-based Work Statements. This will be displayed as a separate line item and assessed on all effort awarded under the Master Contract.

\*\*\*Section intentionally left blank.

Sample 1 % FUNDING MEMO

Date:

FY 20XX

Funding for your organization

To: Christopher Karis, IM- 12  
Business Management Division

This memorandum provides the Office of Chief Information Officer with the authority to obligate funds in the amount of \$ total amount of funds. The appropriate financial data is provided below. (When sending funds to be obligated for more than one purpose, indicate the dollar amount and funding information to be used for each purpose.)

Original DOE Master Task DE-ATXX-06XXXXXXXXXX

DOE Subtask Number: \_\_\_\_\_

Current funding level 1% being applied to: \$ \_\_\_\_\_

Total: 1% OCIO Contract Administration Fee being funded: \$ \_\_\_\_\_

	Amount to be	
<u>Purpose:</u>	<u>Transferred:</u>	<u>STARS Funding</u>
<u>Information:</u>		
EES (Energy Enterprise Solutions)		

Fund:  
Appropriation Year:  
Allottee:  
Reporting Entity:  
Standard General Ledger:  
Object Class:  
Program:  
Project:  
Work for others:  
Local use:  
Field CTD: (Field only)  
Future:

If you require additional information, please contact point of contact in your organization and phone number.

Conclusion. All other basic contract terms and conditions remain in full force and effect. Award of the subject modification is considered in the best interest of the Government and is recommended for approval.