

2. AMENDMENT/MODIFICATION NO. MO05	3. EFFECTIVE DATE See Block 16.c.	4. REQUISITION/PURCHASE REQ. NO. 01-07M000054.002	5. PROJECT NO. (if applicable)
--	---	---	--------------------------------

6. ISSUED BY US Department of Energy Office of Headquarters Procurement Services 1000 Independence Ave, S.W./MA-641.1 Washington, D.C. 20585 Attn: Patrick A. Thornton	7. ADMINISTERED BY (if other than item 6) Same as block 6 Email: Patrick.Thornton@pr.doe.gov Telephone#: (202)267-1532 Fax (202) 267-1445
--	---

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; Eileen.Lake@eesllc.net.	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM01-06IM00054 10B. DATED (SEE ITEM 13) 12/06/2005
--	--

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 6 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.

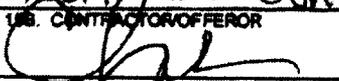
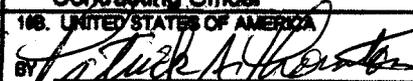
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 51.103(b).	
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I.1, "Changes-Time & Materials or Labor Hours," FAR 52.243-3	
<input type="checkbox"/> 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.)
The purpose of this Modification is to incorporate several changes into the Master Contract, applicable to all current and future Task Orders. These are summarized below and set forth in detail in the following pages 2-6.

- (1.) The Key Personnel clause of the Master contract (H.12), is revised to reflect EBS personnel changes since award.
- (2.) Clause G.2 is modified to appoint a new Contracting Officer's Representative (COR) and alternate COR.
- (3.) Section I of the contract is modified to add Clause I. 2, Additional Security Requirements. This clause amplifies two clauses already included in the master contract: I.3 Security and I.12 Classification/Declassification. The guidance listed is also added to Clause C.1, Performance Work Statement, Appendix B, section B.1, Applicable DOE Guidance.
- (4.) Section H of the contract is modified to add Clause H.3: Integration of Environment Safety and Health in Work Planning and Execution (DEAR 952.223-71), set forth in full text herein.
- (5.) Clause B.8, Award Term Incentive, is modified to revise the award term assessments section. The first award term assessment, upon which the determination to award the first award term option will be based, will now be conducted within 45 calendar days of the midpoint date of the Second Option Period (10/4/09) instead of subsequent to the end of the Base Period (4/4/06-4/4/08).
- (6.) Electronic Product Environment Assessment Tool (EPEAT) requirements are added to the Master Contract as Clause H.7.
- (7.) Three special-purpose labor categories and rates are added to Clause B.3, Direct Labor Rates and Other Direct Cost (ODC) Burdens, of the Master Contract, but their use is restricted to Task Order DE-AT01-06EE11224, subtasks 7EE02 and 7EE08.
- (8.) Energy Efficiency in Energy Consuming Products requirements are added to the Master Contract as Clause H.10.
- (9.) It is noted that Energy Enterprise Solutions LLC has permission to use GSA Schedules in support of requirements placed with it under this contract. A copy of the permission letter, issued by the Master Contract Contracting Officer is attached.

There are no other changes to contract terms and conditions except as set forth herein.

15A. NAME AND TITLE OF SIGNER (Type or print) Eileen Lake Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA BY 
15C. DATE SIGNED 8/15/09	16C. DATE SIGNED AUG 16 2007

Summary. The purpose of this Modification is to incorporate several changes into the Master Contract, applicable to all current and future Task Orders. These are as follows:

(1.) Key Personnel Changes. The Key Personnel clause of the Master contract (H.12, DEAR 952.215-70), is hereby revised to delete Gerald Pastore as Project Manager and John Cavellini as the Deputy Project Manager. Mr. Cavellini is inserted as Project Manager; the Deputy Project Manager position is currently vacant and in the process of recruitment.

(2.) Contracting Officer's Representative Changes. Clause G.2, Correspondence Procedures, Section A.(e) is hereby modified to appoint a new Contracting Officer's Representative (COR) and alternate COR. The COR is changed from Robert E. Wilson to Barbara Griffin, and the alternate COR is changed from Mark Clark to Timothy B. Beckham. New contact information is as follows:

COR: Ms. Barbara Griffin
 Business Management/IM-42
 Germantown Building/CA-439
 1000 Independence Ave. S.W.
 Washington D.C. 20585
 Ph. (301) 903-0263, Fax (301) 903-3940
 Email: Barbara.Griffin@hq.doe.gov

Alternate COR:
 Mr. Timothy B. Beckham
 Business Management/IM-42
 Germantown Building/CA-443
 1000 Independence Ave. S.W.
 Washington D.C. 20585
 Ph. (301) 903-3187, Fax (301) 903-3940
 Email: Timothy.Beckham2@hq.doe.gov

(3.) Additional Security Requirements. Section I of the contract is modified to add the following as Clause I. 2, Additional Security Requirements, which amplifies two clauses already included in the master contract: I.3 Security and I.12 Classification/Declassification. The guidance listed is also added to Clause C.1, Performance Work Statement, Appendix B, section B.1, Applicable DOE Guidance.

I.2 Additional Security Requirements. The DOE Manuals listed below are applicable to Task Orders issued under this Master Contract to the extent these Task Orders involve effort covered by these guidance documents. Generally, this involves security and cyber security requirements which are enforceable under 10 CFR 824, Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations. Where applicable, these requirements must be 'flowed down' to subcontractors. These documents are posted on the Internet at www.directives.doe.gov. Select the 'Directives' option on the opening screen, then the 'Read' and 'Current Checklist' options on successive screens.

<i>DOE M 470.4-1</i>	<i>Safeguards and Security Program Planning and Management (Change 1) on 3-7-06</i>
<i>DOE M 470.4-2</i>	<i>Physical Protection (Change 1) on 3-7-06</i>
<i>DOE M 470.4-3</i>	<i>Protective Force (Change 1) on 3-7-06</i>
<i>DOE M 470.4-4</i>	<i>Information Security on 8-26-05</i>
<i>DOE M 470.4-5</i>	<i>Personnel Security on 8-26-05</i>
<i>DOE M 470.4-6</i>	<i>Nuclear Material Control and Accountability (Change 1) on 3-7-06</i>
<i>DOE M 205.1-4</i>	<i>National Security System Manual on 3-8-07</i>

(4.) Environment Safety and Health Clause. Section H of the contract is modified to add the clause below as clause H.3: Integration of Environment Safety and Health in Work Planning and Execution (DEAR 952.223-71). As prescribed in DEAR 923.7002, the clause set forth at 48 CFR 970.5223-1 is included in this contract, to be flowed down to applicable subcontracts. It is applicable to work to be performed at a government-owned or leased facility where DOE has elected to assert its statutory authority to establish and enforce occupational safety and health standards applicable to the work conditions of contractor and subcontractor employees, and to the protection of the public health and safety.

H.3 Integration Of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000)

- (a) For the purposes of this clause, (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
- (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
 - (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing

the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:

- (1) Define the scope of work;
- (2) Identify and analyze hazards associated with the work;
- (3) Develop and implement hazard controls;
- (4) Perform work within controls; and
- (5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

(End of Clause)

(5.) Award Term Incentive Revision. Clause B.8, Award Term Incentive, is modified to revise the award term assessments section. The first award term assessment, upon which the determination to award the first award term option will be based, will now be conducted within 45 calendar days of the midpoint date of the Second Option Period (10/4/09) instead of subsequent to the end of the Base Period (4/4/06-4/4/08). Therefore the text of section B.8.4. in the master contract is hereby deleted and replaced in its entirety by the following:

(a) The first assessment will be conducted within forty-five days after the completion of the Second Quarter of Option Period 2. Award of the first award term will be based on the Contractor's performance during the and First and Second Quarter of Option Period 2 of the contract or letter of obligation. However, the first six month award term, if earned, will commence only after the period of performance for all three Option Periods has ended.

(b) The second assessment will be conducted within forty-five days after the completion of the Fourth Quarter of Option Period 2. Award of the second award term will be based on the Contractor's performance during the Third and Fourth Quarter of the Option Period 2. The second six month award term, if earned, will commence after the first award term has ended.

(c) The third assessment will be conducted within forty-five days after completion of the Second Quarter of Option Period 3. Award of the third award term will be based on the Contractor's performance during the First and Second Quarter of Option Period 3. The third six month award term, if earned, will commence after the second award term has ended.

(c) The fourth assessment will be conducted within forty-five days after completion of the Fourth Quarter of Option Period 3. Award of the third award term will be based on the Contractor's performance during the Third and Fourth Quarter of Option Period 3. The fourth six month award term, if earned, will commence after the third award term has ended.

NOTE: There are no changes at this time to Clause H.34, Contractor Performance Evaluation.

(6.) Electronic Product Environment Assessment Tool (EPEAT) Requirements. These requirements are hereby added to the Master Contract as Clause H.7, pursuant to DOE Acquisition Letter 2007-08.

H.7 Environmentally Preferable Purchasing For Desktop or Laptop Computers or Monitors

When the contract requires the specification or delivery of desktop or laptop computers or monitors in a DOE facility, the contractor will specify or deliver Electronic Product Environmental Acquisition Tool (EPEAT) registered products conforming to the IEEE 1680-2006 Standard, provided such products are available., are life cycle cost efficient, and meet applicable performance requirements. Information on EPEAT-registered computer products is available at www.epeat.net.

(7.) Special Purpose Labor Categories. Clause B.3, Direct Labor Rates and Other Direct Cost (ODC) Burdens, is hereby modified to add three special-purpose labor categories and rates as set forth below. However, use of these categories is restricted to Task Order DE-AT01-06EE11224, subtasks 7EE02 and 7EE08. The labor category descriptions are Attachment 1 to this Modification. DPLH rates are below; A.T. refers to the four Award Terms which follow the three annual Options. All rates are off-site; these categories do not have rates for on-Government-site.

<u>Labor Category</u>	<u>Base Yr.2</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>A.T.1</u>	<u>A.T. 2</u>	<u>A.T. 3</u>	<u>A. T. 4</u>
Energy Specialist 1	\$ 74.16	\$ 76.38	\$ 78.67	\$ 81.03	\$ 83.46	\$ 83.46	\$ 85.96	\$ 85.96
Energy Specialist 2	\$ 98.88	\$ 101.84	\$ 104.90	\$ 108.05	\$ 111.29	\$ 111.29	\$ 114.63	\$ 114.63
Energy Specialist 3	\$ 114.61	\$ 118.04	\$ 121.58	\$ 125.23	\$ 128.99	\$ 128.99	\$ 132.86	\$ 132.86

(8.) Energy Efficiency Requirements. Energy Efficiency in Energy Consuming Products requirements are hereby added to the Master Contract as Clause H.10.

H.10 Energy Efficiency In Energy Consuming Products (July 2006)

When the contract requires the specification or delivery of energy consuming products for use in a Federal facility, the contractor will specify or deliver EnergyStar[®] qualified products or products conforming to the Federal Energy Management Program's (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar[®] at <http://www.energystar.gov/products> and FEMP at http://www.eere.energy.gov/femp/procurement/eep_requirements.cfm .

(9.) EES Use of GSA Schedules. Energy Enterprise Solutions LLC has permission to use GSA Schedules in support of requirements placed with it under this contract. A copy of the permission letter, issued by the Master Contract Contracting Officer is attached.

Conclusion. There are no other changes to contract terms and conditions.

Attachment 1: Special Purpose Labor Category Descriptions

Attachment 2: GSA Schedule Use Permission Letter

Attachment 1- Labor Category Description

Energy Specialist 1

Education/Experience: Bachelor's degree, or an appropriate combination of experience and education.

Functional Responsibilities:

Assist in the development and implementation of technical projects/programs related to renewable energy resources or energy efficiency. Participate in program or project management, program planning and evaluation including data collection, management, analysis, budget management, and reporting. Provide energy information/technical assistance to business, government, industry, and homeowners. Develop fact sheets, listservs, written responses to public information requests, and energy related technical or consumer reports. Interpret and apply policies, rules, and regulations. Advise staff, program participants and/or the public regarding program content, policies, procedures, and activities; select/recommend alternative courses of action.

Energy Specialist 2

Education/Experience: Bachelor's degree with six to nine years of intensive and progressive experience, or an appropriate combination of experience and education.

Functional Responsibilities:

Develop and implement technical projects/programs related to renewable energy resources or energy efficiency. Conduct program or project management, program planning and evaluation including data collection, management, analysis, budget management, and reporting. Provide energy information/technical assistance to business, government, industry, and homeowners. Develop fact sheets, listservs, written responses to public information requests, and energy related technical or consumer reports. Interpret and apply policies, rules, and regulations. Advise staff, program participants and/or the public regarding program content, policies, procedures, and activities; select/recommend alternative courses of action.

Energy Specialist 3

Education/Experience: Bachelor's degree with ten to fifteen years of intensive and progressive experience, or an appropriate combination of experience and education.

Functional Responsibilities:

Provide leadership for, develop and implement technical projects/programs related to renewable energy resources or energy efficiency. Conduct program or project management, program planning and evaluation including data collection, management, analysis, budget management, and reporting. Provide energy information/technical assistance to business, government, industry, and homeowners. Develop fact sheets, listservs, written responses to public information requests, and energy related technical or consumer reports. Interpret and apply policies, rules, and regulations. Advise staff, program participants and/or the public regarding program content, policies, procedures, and activities; select/recommend alternative courses of action.



Department of Energy
Washington, DC 20585

OCT 24 2006

TO WHOM IT MAY CONCERN:

This is to advise you that Energy Enterprise Solutions LLC (EES), of 20440 Century Blvd., Suite 150, Germantown MD 20874, has been granted permission to utilize Multiple Award Federal Supply Schedules awarded by the General Services Administration (GSA). This permission applies to all acquisitions utilizing Federal funds and conducted on behalf of the Department of Energy (DOE) under Master Contract DE-AM01-06IM00054. This authorization is effective from the date of this letter through April 4, 2013, the completion date of the final option period, to the extent that the Master Contract options are exercised. There is no dollar limit placed on this authorization, and it is not limited to specific DOE facilities, since the contract permits requirements placement with EES at all DOE facilities nationwide.

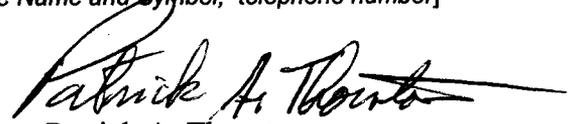
The directions below are as provided by GSA:

Contractors placing orders under Federal Supply Schedule contracts shall follow the terms of the applicable Schedule contract and include with each order—

- A copy of the letter of authorization (unless a copy of the authorization was previously furnished to the Federal Supply Schedule contractor); and
 - The following statement: *This order is placed under written authorization from the United States Department of Energy dated October 24, 2006. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.*
 - Energy Enterprise Solutions LLC, 20440 Century Blvd., Suite 150, Germantown MD 20874, ATTN: Mr. Firmadge W. Crutchfield, Esq. [Insert Name and Title of Official, Company Name, and Complete Address]
1. This authorization expires on April 4, 2013, or earlier if all options are not exercised.
 2. Purchases made under this authorization are limited to \$ No dollar limit.
 3. This authorization is limited to the following GSA Federal Supply Schedule contract(s): No limitations. Any GSA Multiple Award Schedule may be utilized by EES on behalf of DOE, for requirements originating under EES Master Contract DE-AM01-06IM00054.
 4. This authorization does apply to overhead supplies and does apply to production supplies.
[Insert "does" or "does not"] [Insert "does" or "does not"]
 5. This authorization is limited to the following facilities: No limits. Requirements for all DOE facilities in the United States are included. [Insert location of each facility]
 6. Vesting of title for supplies purchased under this authorization shall be as follows: The Department of Energy, title vesting in the DOE organization providing the funding, unless it otherwise directs EES in writing. [Insert vesting information]
 7. Other restrictions. The only restriction is as stated in Item 3 above. [Insert any other limitations or conditions deemed necessary]



Should you have any questions, you may contact the undersigned, Contracting Officer for the Contract in Item 3. Contact Information: U.S. Department of Energy, HQ Procurement Services/MA-641.1/Thornton, 1000 Independence Ave. SW, Washington DC 20585. Ph. (202) 287-1532, Fax (202) 287-1457, email Patrick.Thornton@pr.doe.gov. [*Insert Name of Contracting Officer, Office Name and Symbol, telephone number*]



Patrick A. Thornton
Contracting Officer
HQ Procurement Services.