

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE T&M Contract	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. M006		3. EFFECTIVE DATE See Block 16.c.	4. REQUISITION/PURCHASE REQ. NO. 01-08IM00054.501	5. PROJECT NO. (If applicable)
6. ISSUED BY US Department of Energy Office of Headquarters Procurement Services 1000 Independence Ave, SW/MA-641.1 Washington, D.C. 20585 Attn: Patrick A. Thornton		CODE MA-641.1	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			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<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
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, [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 incorporate an additional clause in Section H of the Master Contract, applicable to all current and future Task Orders. This clause, designated as H.11, is titled "Observance of Legal Holidays and Administrative Leave (Government On-Site Employees). A copy of the clause is attached in full text. There are no other changes to contract terms and conditions.				
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Eileen Lake Contracts Manager</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer	
15B. CONTRACTING OFFICER <i>[Signature]</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>10/15/07</i>	16B. UNITED STATES OF AMERICA BY <i>Patrick A. Thornton</i> (Signature of Contracting Officer)	
			16C. DATE SIGNED OCT 15 2007	

H.11 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (GOVERNMENT ON-SITE EMPLOYEES)

The Government hereby provides "notices" and the Contractor hereby acknowledges "receipt" that the Government personnel observe the listed days as holidays:

President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Day	New Year's Day
Columbus Day	Martin Luther King, Jr. Day
Any other day designated by Federal Statute	
Any other day designated by Executive Order	
Any other day designated by the President's Proclamation	

The contractor shall observe the above holidays on the date observed by the Government. It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not "on-its-face" because for an additional period of performance, or entitlement of compensation except as set forth within the contract.

Contractor employees performing duties at Government sites are automatically relieved from duty by virtue of the fact that government employees are dismissed early or given the day off, and it will be without loss to the Contractor in accordance with the payment set forth in the paragraph below. No form of holiday or other premium compensation will be reimbursed; however, this does not preclude reimbursement for authorized overtime work.

Further, when the Government grants administrative leave to its employees, contractor personnel shall also be dismissed. When administrative leave is granted to contractor personnel assigned on-site as result of inclement weather, potentially hazardous conditions, and other special circumstances, etc., it will be without loss to the Contractor. In this instance, the cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged indirect (in accordance with the contractor's accounting policy). In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly appointed representative. All personnel assigned to this contract shall limit their observation or holidays to those set forth above.

When the DOE Federal employees are furloughed, the Contracting Officer will determine if the contractor's employees under this contract are to be furloughed without compensation. Contractor agrees that unpaid furloughs are not subject to the Disputes clause. When the U.S. Government is closed due to weather conditions, contractor employees at the DOE, Germantown, Maryland or any other DOE Washington, DC area facility will be dismissed with pay for the same duration as the DOE Federal employees.

[End]