

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. A001		3. EFFECTIVE DATE See Block 15.C.	4. REQUISITION/PURCHASE REQ. NO. 02-06CH11377.001 & .002	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Chicago Office 9800 South Cass Avenue Argonne, IL 60439		7. ADMINISTERED BY (If other than Item 6)		Code	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CNI Information Technology, LLC 7100 N. Classen Blvd., Suite 403 Oklahoma City, OK 73116 DUNS #148965473			(✓)	9.A. AMENDMENT OF SOLICITATION NO.	
				9.B. DATED (SEE ITEM 11)	
			(✓)	10.A. MODIFICATION OF Contract/Order NO. DE-AC02-06CH11377	
				10.B. DATED (SEE ITEM 13) August 1, 2006	
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 ACKNOWLEDGMENT 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)

Appropriation No. 89X0222.91

B&R KX0310203

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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
	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: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The definitization of Letter Contract No. DE-AC02-06CH11377 is modified in accordance with changes made on pages 2-5, attached.

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) DANNY RUSSELL, MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>Danny Russell</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/29/2006	16B. UNITED STATES OF AMERICA BY <i>Christy D. [Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/29/06

Letter Contract No. DE-AC02-06CH11377 .A000 is hereby definitized as set forth in this modification. The following revisions are made:

1. Clause Nos. 1. FAR 52.216-24 – “Limitation of Government Liability,” (APR 1984); 2. FAR 52.216-25 – “Contract Definitization” (OCT 1997); and 3. FAR 52.216-26 – “Payments of Allowable Costs Before Definitization” (DEC 2002) are hereby deleted.
2. Part I, Section B – Supplies and Services and Prices/Costs is revised in its entirety as follows:

A. B.1 – ITEMS BEING PROCURED

During the period August 1, 2006 through July 31, 2008, the Contractor shall devote the level of effort as set forth below and provide for subcontractor(s) effort, if any, or its equivalent as may be approved by the Contracting Officer, for the performance of the work set forth in Part I, Section C.1 STATEMENT OF WORK, and fulfilling the other requirements of the contract including reports as set forth in section C.2 PLANS AND REPORTS.

<u>Kind of Effort</u>	<u>No. of Labor-hours</u>
Direct Productive Labor Hours (DPLH)	95,680

B. B.2 ESTIMATED COST, BASE FEE, AWARD FEE, OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS:

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- (a) The estimated cost for the performance of the work under this contract is \$5,340,787.00. The base fee for the performance of the work under this contract is [REDACTED] and is payable in accordance with Section H.8 - BASE AND AWARD FEE, of the Schedule. In addition, a maximum performance based award fee (award fee pool) of [REDACTED] is available for payment of effort under B.1., ITEMS BEING PROCURED, in accordance with the aforementioned Section H.8.
  - (b) There shall be no adjustment in the amount of the Contractor's fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work; provided, however, that (1) a material change of plus or minus ten percent in the level of effort specified in Section B.1., ITEMS BEING PROCURED, may result in an equitable adjustment in accordance with the procedures provided for in the clause entitled "Changes" set forth in Part II, Section I, Appendix A; and (2) said fee may be adjusted in accordance with Section H.8, BASE AND AWARD FEE. Subject to the certification by the Contractor of the level of effort expended, the base fee specified herein shall become due and payable in periodic installments (but not more frequently than bi-weekly) in amounts proportionate to the Direct Productive Labor Hours (DPLH) expended during each billing period. Pursuant to Section H.8 BASE AND AWARD FEE, the award fee shall be payable on an annual basis.

- (c) Pursuant to the clause entitled, "Limitation of Funds," set forth in Part II, Section 1, Appendix A, the amount of \$3,805,000.00 has been allotted and is available for payment of allowable costs and base and award fee under this contract. The period of performance which it is estimated the allotted amount will cover is through November 9, 2007.
  - (d) The amount presently obligated by the Government with respect to this contract is \$3,805,000.00. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract).
  - (e) The giving of any notice by either party under this article or the clauses entitled, "Limitation of Funds" or "Limitation of Cost" set forth in Part II, Section I, Appendix A, as applicable, shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions if the Termination Clause for this contract set forth in Part II, Section I, Appendix A.
  - (f) When funds are obligated under this contract, DOE shall inform the Contractor in writing regarding any limitations on amounts available for operating and plant and capital equipment expenditures under this contract. The limitations so established shall be binding on the Contractor.
  - (g) The clause entitled "Limitation of Funds" shall be applicable and the clause entitled "Limitation of Cost" inapplicable until such time as an amount equal to the estimated cost set forth in paragraph (a) above is obligated to this contract, and thereafter the Limitation of Cost clause shall be applicable and the Limitation of Funds clause inapplicable.
3. In Section F, Clause F.1, Period of Performance, the date "July 31, 2008" is substituted for the date "July 31, 2007."
4. Clause No. H.2., DEAR 952.242-70 "Technical Direction" (DEC 2000) is hereby deleted.
5. Clause No. H.5., "Option to Extend Services" is revised in its entirety as follows:
- (a) The Government has the unilateral option for three (3) one-year extensions covering the continued performance of the work set forth in the Statement of Work as provided in Part I, Section C.1 – Statement of Work.
  - (b) The estimated cost, base fee, award fee, and estimated level of effort which may be added to this contract pursuant to paragraph (a) above for the performance of the work under this contract for each one-year option period is as follows:

**OPTION PERIOD 1: August 1, 2008 through July 31, 2009**

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Award Fee</u>	<u>No. of Direct Productive Labor Hours</u>
\$2,829,765.00	[REDACTED]	[REDACTED]	47,840

**OPTION PERIOD 2: August 1, 2009 through July 31, 2010**

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Award Fee</u>	<u>No. of Direct Productive Labor Hours</u>
\$2,942,610.00	[REDACTED]	[REDACTED]	47,480

**OPTION PERIOD 3: August 1, 2010 through July 31, 2011**

<u>Estimated Cost</u>	<u>Base Fee</u>	<u>Award Fee</u>	<u>No. of Direct Productive Labor Hours</u>
\$3,060,750.00	[REDACTED]	[REDACTED]	47,480

The three (3) one-year extensions can be exercised for the increase in the estimated level of effort, base fee, and award fee specified above. Should the level of effort specified or estimate of cost for the base period be exhausted before the expiration of the base period of performance, the option period may be exercised and the cumulative level of effort for the extended period will be available to allow performance based upon the merger of the labor-hours for the base and option periods.

6. Clause No. H.8, "Base and Award Fee," is revised as follows:

(a) Paragraph (d) (i), Performance Evaluation, is revised as follows:

"(d)(i) The Contractor performance evaluation criteria upon which the determination of award fee earned shall be based, has been unilaterally established by the Government and are set forth in **Section J – Statement of Work – Attachment 2.**"

(b) Paragraph (e) Criteria for Measurement and Evaluation of Performance as Basis for Award Fee Determination is hereby deleted.

7. Clause No. H.9, "Award Fee Measurement Chart" is hereby deleted.

8. Clause No H.15, "Government-Furnished Property," the word "adequate" is hereby deleted.

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9. In Appendix C, Additional General Provisions for Cost Type Contracts, the attached clause at DEAR 952.242.70, Technical Direction is hereby added as Clause No. 15.

**“Clause No. 15 - DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)”**

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Providing written information to the contractor that assist in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government
- (b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, an instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and the Contracting Officer to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of Clause)

10. In Part III – Section J, Statement of Work; Attachment 2, page 3 of 3, the last paragraph is revised accordingly:

“Award fee is calculated based upon a set percentage. Each year depending upon the amount of tasks the fee will regulate how this algorithm is developed equaling 100%. The total award fee pool, if 100% is attained, will be awarded.