

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
U - CPFF

PAGE OF PAGES  
1 of 5

2. AMENDMENT/MODIFICATION NO.  
M001

3. EFFECTIVE DATE  
CO DATE SIGNED  
898358

4. REQUISITION/PURCHASE REQ.NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY HAD/HSD CODE

DEPARTMENT OF ENERGY  
NNSA SERVICE CENTER  
PO BOX 5400  
ALBUQUERQUE, NM 87185-5400  
DOUGLAS D. BERGEVIN 505-845-5204  
dbergevin@doeal.gov

7. ADMINISTERED BY (If other than Item 6) CODE  
898358

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SES-TECH GLOBAL SOLUTIONS  
13810 SE EASTGATE WAY, SUITE 420  
BELLEVUE WA 98005-4400

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AM52-08NA28893

10B. DATED (SEE ITEM 13)  
06 JUN 2008

CODE 4LZK2 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

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:  is extended,  is not extended.

(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)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 (FAR 43.103(a)(3))

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.)

See Schedule

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 SIGNER (Type or print)  
DOUGLAS D. BERGEVIN  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY \_\_\_\_\_  
(Signature of Contracting Officer)

**MODIFICATION M001**

Contract DE-AM52-08NA28893 is modified as described in this Schedule of Changes:

1. The Reporting Requirements Checklist, as listed in Part III, Section J, Attachment 2, is deleted in its entirety. As a result of this deletion, the description of CLINs 0002, 0004 and 0006 are modified as follows:

**From:** Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

**To:** Reports in accordance with the "Reporting Requirements Checklist," when included in individual delivery orders, and elsewhere specified in the Contract and individual delivery orders.

2. **Section B, Supplies or Services and Prices/Costs, is modified as follows:**

a. Clause B004, ESTIMATED COST AND FIXED FEE - INCREMENTALLY FUNDED (FEB 2005) (TAILORED), Paragraph (c) is deleted in its entirety and replaced with the following:

(c) The fixed fee for this Contract, as contemplated by the Contract clause 52.216-9, "Fixed Fee - Construction" for cost-reimbursement construction CLINs, and 52.216-8, "Fixed Fee" for non-construction cost-reimbursement CLINs, will be negotiated and paid on an individual delivery order basis.

b. The text of Clause B005, CEILING RATE OF FEE (SEP 2006), is deleted in its entirety and replaced with the following:

For all cost-reimbursement delivery orders and CLINs issued under this contract, the rate of fee to be applied to a base of total cost (excluding facilities capital cost of money) shall not exceed (b)(4)

3. **Clause C003, Reports, in Section C, Description/Specs./Work Statement, is modified as follows:**

**From:** Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual delivery orders.

**To:** Reports shall be in accordance with the "Reporting Requirements Checklist," when included in individual delivery orders, and elsewhere specified in the Contract and individual delivery orders.

4. **The following clauses are added to the contract Section E, Inspection and Acceptance, as follows:**

a. Clause 52.246-2 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996) (As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.)

b. Clause 52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996) (As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.)

c. Clause 52.246-12 INSPECTION OF CONSTRUCTION (Aug 1996) (As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.)

d. Clause 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) (As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.)

5. The following clause is added to the contract Section F, Deliveries or Performance, as follows:

a. Clause 52.247-34 F.O.B. DESTINATION (NOV 1991) (As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.)

6. The following clause is added to the contract Section G, Contract Administration Data, as follows:

a. **G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005)** (As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.)

(a) The following instructions are provided for submission of vouchers requesting payment. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) delivery order number;
- (3) contractor name;
- (4) date of invoice;
- (5) invoice number;
- (6) total amount of invoice;
- (7) period covered or items delivered;
- (8) other data as deemed necessary by the Contracting Officer; and
- (9) cumulative amount invoiced to date.

(d) Delivery Payments

Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

(e) Approval of Invoices

The contractor will be paid after approval by the NNSA Contracting Officer or Contract Specialist.

7. The following clauses are added to the contract Section I, Contract Clauses, as follows:

a. Clause 52.216-8 FIXED FEE (MAR 1997)

b. Clause 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (Mar 1989) (As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.)

c. Clause 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995) (Para (b), Material & Identification No: 'to be completed by the Contractor and the listing shall be provided to the Contracting Officer's Representative sixty days prior to commencement of Hazardous Material delivery.')

- d. Clause 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Para (a), Number of days is 'sixty')
- e. Clause 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- f. Clause 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- g. Clause 52.224-2 PRIVACY ACT (APR 1984)
- h. Clause 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- i. Clause 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- j. Clause 52.229-6 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JUN 2003) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- k. Clause 52.232-1 PAYMENTS (APR 1984) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- l. Clause 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (Sep 2002) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- m. Clause 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- n. Clause 52.232-11 EXTRAS (APR 1984) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- o. Clause 52.232-17 INTEREST (JUN 1996)
- p. Clause 52.242-14 SUSPENSION OF WORK (Apr 1984) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- q. Clause 52.243-1 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- r. Clause 52.243-1 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- s. Clause 52.243-1 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- t. Clause 52.243-4 CHANGES (JUN 2007) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- u. Clause 52.243-2 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE III (APR 1984)
- v. Clause 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)
- w. Clause 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (*As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.*)

SCHEDULE OF CHANGES

x. Clause 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (Apr 1984) (As applicable; applies to Firm-Fixed-Price Delivery Orders and CLIN(s) only.)

y. Clause 52.251-1 GOVERNMENT SUPPLY SOURCES (Apr 1984)

z. Clause 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

aa. Clause 52.252-4 ALTERATIONS IN CONTRACT (Apr 1984)

(End of contract modifications)

All other contract terms and conditions remain unchanged and in full force and effect.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
**U - CPFF**      PAGE OF PAGES  
**1 of 4**

2. AMENDMENT/MODIFICATION NO. <b>M002</b>	3. EFFECTIVE DATE CO DATE SIGNED <b>898358</b>	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>HAD/HSD</b> CODE		7. ADMINISTERED BY (If other than Item 6)      CODE <b>898358</b>	
DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 DOUGLAS D. BERGEVIN    505-845-5204 dbergevin@doeal.gov			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) <b>SES-TECH GLOBAL SOLUTIONS 13810 SE EASTGATE WAY, SUITE 420 BELLEVUE WA 98005-4400</b>	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AM52-08NA28893</b>
CODE <b>4LZK2</b> FACILITY CODE		10B. DATED (SEE ITEM 13) <b>06 JUN 2008</b>

### 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)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

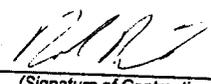
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (      ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual agreement of the parties (FAR 43.103(a)(3))</b>
	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.)

**PURPOSE: The purpose of this modification is to modify/replace clauses as described in the Schedule.**

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) <b>(b)(6) General Manager, SES (JV-1)</b>	16A. NAME AND TITLE OF SIGNER (Type or print) <b>DOUGLAS D. BERGEVIN Contracting Officer</b>	
<b>(b)(6) Vice President, TTEC (JV-2)</b>	15B. UNITED STATES OF AMERICA	16B. DATE SIGNED <b>12/8/08</b>
15R. CONTRACT NUMBER <b>(b)(6)</b>	15C. DATE SIGNED <b>12/3/2008</b> <b>12/5/2008</b>	16C. DATE SIGNED
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)	

SCHEDULE OF CHANGES

Contract DE-AM52-08NA28893 is modified as described below.

1. Section G, Clause G001, "Correspondence Procedures" is modified to correct the COR's telephone number and email address, add Robin Mahoney as an Alternate Contracting Officer's Representative and to change the Contracting Officer to Douglas D. Bergevin. The clause now reads as follows:

**G001 CORRESPONDENCE PROCEDURES (Feb 2005)**

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, delivery order number, and topic. All correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence shall be addressed to the appropriate point of contact listed below with an informational copy of the correspondence to the Contract Specialist. The points of contact for technical correspondence are:

COR: Debra Moone, Address: Department of Energy, NA-25, 1000 Independence Avenue SW, Washington DC 20585, Phone No: (202) 586-3802, and E-mail: [debra.moone@nnsa.doe.gov](mailto:debra.moone@nnsa.doe.gov).

ALTERNATE COR: Robin L. Mahoney, Address: Department of Energy, NA-25, 1000 Independence Avenue SW, Washington DC 20585, Phone No: (202) 586-2613, and E-mail: [robin.mahoney@nnsa.doe.gov](mailto:robin.mahoney@nnsa.doe.gov).

Country Manager: To be identified in each delivery order.

(b) Other Correspondence.

Other correspondence shall be addressed to the Contract Specialist with informational copies of the correspondence to the COR and Country Manager.

The Contract Specialist is the Contractor's focal point of contact for each delivery order. The Contract Specialist's name, address, phone number, fax number, and email address will be identified in each delivery order. If a Contract Specialist is not separately named, the Contracting Officer identified below is the focal point for that delivery order.

(c) Intellectual Property Correspondence.

Correspondence pertaining to patent, technical data or intellectual property shall be addressed to the NNSA Patent Counsel with informational copies to the COR and the Contract Specialist. The Patent Counsel's contact information is as follows:

Department of Energy, NNSA Service Center, Office of Chief Counsel, Attention: NNSA Patent Counsel, P.O. Box 5400, Albuquerque, NM 87185-5400.

(d) The Contracting Officer for this contract is:

Contracting Officer: Douglas D. Bergevin, Address: Department of Energy, NNSA Service Center, Office of Business Services/ HAD/HSD, P.O. Box 5400, Albuquerque, NM 87185-5400, Phone No: (505) 845-5204, and E-mail: [dbergevin@doeal.gov](mailto:dbergevin@doeal.gov).

<end of clause>

SCHEDULE OF CHANGES

2. The additional Invoice Instructions currently contained in the Statement of Work (SOW) of DICCE Delivery Orders will now be included in the Master Contract. Accordingly, clause G003, Billing Instructions (Cost-Reimbursement Type Contracts) (Feb 2005) is deleted from Section G and the following clause, which includes the additional instructions as Paragraph (c)9, (c)10 and (c)11, is added to Section G:

**G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (MAR 2008)**

- (a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on negotiated cost-reimbursement delivery orders. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.
- (b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system can be found in the 'Electronic Invoice Instructions' document under the 'Document Links' section on the web page.
- (c) Each voucher submitted shall include the following:
- (1) contract number;
  - (2) delivery order number;
  - (3) contractor name;
  - (4) date of voucher;
  - (5) invoice number (invoices shall be sequentially numbered);
  - (6) total amount of voucher;
  - (7) period covered or items delivered;
  - (8) cumulative amount invoiced to date;
  - (9) the following information for both the prime contractor and each major subcontractor;
    - a. a breakdown of labor costs by Labor Category,
    - b. a summary breakdown of Other Direct Costs,
    - c. receipts or bills for all individual Other Direct Costs (e.g. one trip, element of material, etc.) costing over \$10,000, or as requested by the Contracting Officer; and
    - d. a breakdown of all travel including (i) traveler's name, (ii) purpose of the trip, (iii) destination, (iv) dates of travel and (v) costs, including per diem rates applied.
  - (10) a summary breakdown of all Subcontractor costs denoting Subcontractor name and items or services acquired; and
  - (11) a summary breakdown of costs by B&R code.
- (d) If you are unable to submit invoices electronically, contact the Contract Specialist identified in clause G001.

<end of clause>

3. Section H, Clause H014, 'Ordering Procedures/Fair Opportunity,' Paragraph (f) is modified to change the Delivery Order Ombudsman from Stephen Law to Colleen Griffith-Regal. The Paragraph (f) of the clause now reads as follows:

**H014 ORDERING PROCEDURES/FAIR OPPORTUNITY (JUL 2007)**

(f) A Delivery Order Ombudsman has been established to review and make determinations regarding any Contractors' complaints pertaining to the application of the fair opportunity selection process defined herein. The Ombudsman for this Contract is:

SCHEDULE OF CHANGES

Colleen Griffith-Regal  
Office of Acquisition and Supply Management  
National Nuclear Security Administration  
Phone: (202) 586-4856  
Email Address: colleen.griffith-regal@nnsa.doe.gov

4. Section H, Clause H016, "Key Personnel" is modified to change the Program Manager from Ron Izatt to Randal J. Roberts. The clause now reads as follows:

**H016 KEY PERSONNEL (FEB 2005)**

(a) Pursuant to DEAR clause 952.215-70, Key Personnel, the Contractor's key personnel are as follows:

NAME	TITLE
(b)(6)	Program Manager Core Program Manager Megaports Program Manager Communications Manager Contracts Manager

<end of clause>

5. All other contract terms and conditions remain unchanged and in full force and effect.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
U - CPFF

PAGE OF PAGES  
1 of 1

2. AMENDMENT/MODIFICATION NO.  
M003

3. EFFECTIVE DATE  
CO DATE SIGNED  
898358

4. REQUISITION/PURCHASE REQ.NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY HAD/HSD CODE

7. ADMINISTERED BY (If other than Item 6)

CODE 898358

DEPARTMENT OF ENERGY  
NNSA SERVICE CENTER  
P.O. BOX 5400  
ALBUQUERQUE, NM 87185-5400  
DOUGLAS BERGEVIN 505-845-5204  
DBERGEVIN@DOEAL.GOV

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
SES-TECH GLOBAL SOLUTIONS  
13810 SE EASTGATE WAY, SUITE 420  
BELLEVUE WA 98005-4400

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AM52-08NA28893

10B. DATED (SEE ITEM 13)  
06 JUN 2008

CODE 4LZK2

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)

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- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.
- X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Due to an error in our contract writing system, Modification M004 was issued out of sequence. This modification (M003) is issued to ensure that all modifications are accounted for in the file. There are no other changes to the terms or conditions of the contract.

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 SIGNER (Type or print) DOUGLAS D. BERGEVIN Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 10/15/09
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U - CPFF	PAGE OF PAGES 1 of 2
2. AMENDMENT/MODIFICATION NO. M004	3. EFFECTIVE DATE CO DATE SIGNED 898358	4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY HAD/HSD CODE DEPARTMENT OF ENERGY NNSA SERVICE CENTER P.O. BOX 5400 ALBUQUERQUE, NM 87185-5400 DANIEL A. ABEYTA 505-845-5701 DABEYTA@DOEAL.GOV	7. ADMINISTERED BY (If other than item 6)		CODE	898358
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SES-TECH GLOBAL SOLUTIONS 13810 SE EASTGATE WAY, SUITE 420 BELLEVUE WA 98005-4400		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM62-08NA28893	
CODE 4LZK2 FACILITY CODE			10B. DATED (SEE ITEM 13) 06 JUN 2008	
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 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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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: FAR 43.103(a) Mutual Agreement of the Parties			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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.) See schedule for details.				
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) (b)(6) General Manager, on behalf of SES (JV1) (b)(6) Vice President, on behalf of TEC (JV2)		16A. NAME AND TITLE OF SIGNER (Type or print) DOUGLAS D. BERGEVIN Contracting Officer		
15B. CONTRACTOR/SUBS/REP/OP (b)(6) JV1	15C. DATE SIGNED 9/22/2009	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 9/22/09	
(b)(6) (Signature of person authorized to sign) JV-2	9/22/09	BY  (Signature of Contracting Officer)		

SCHEDULE OF CHANGES

**MODIFICATION M004**

Contract DE-AM52-08NA28893 is modified as described in this Schedule of Changes:

1. The following Clause is incorporated to the contract Section I, Contract Clauses, as follows:

FAR 52.222-54 Employment Eligibility Verification (JAN 2009)

2. All other terms and conditions remain unchanged as a result of this modification.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U - CPFF

PAGE OF PAGES  
1 of 2

2. AMENDMENT/MODIFICATION NO.  
M005

3. EFFECTIVE DATE  
CO DATE SIGNED  
888358

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY HADHSD CODE  
DEPARTMENT OF ENERGY  
NNSA SERVICE CENTER  
P.O. BOX 5400  
ALBUQUERQUE, NM 87185-5400  
DOUGLAS BERGEVIN 505-845-5204  
DBERGEVIN@DOEAL.GOV

7. ADMINISTERED BY (If other than Item 6) CODE 888358

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
SES-TECH GLOBAL SOLUTIONS  
13810 SE EASTGATE WAY, SUITE 420  
BELLEVUE WA 98005-4400

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
9C. MODIFICATION OF CONTRACT ORDER NO.  
DE-AME2-08NA28863  
9D. DATED (SEE ITEM 13)  
08 JUN 2008

CODE 4LZK2 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)

**13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- (X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: ( ) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 (FAR 43.103(a)(3))
- 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.)  
PURPOSE: The purpose of this modification is to modify clause B008 of the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print)  
(b)(6) General Manager, on behalf of SES (JV1)  
(b)(6) Vice President, on behalf of TSEC (JV2)

16A. NAME AND TITLE OF SIGNER (Type or print)  
DOUGLAS D. BERGEVIN  
Contracting Officer

15B. CONTRACTOR COMMENTS  
(b)(6) JV-1  
(b)(6) JV-2

16C. DATE SIGNED  
10/20/2009  
10/20/09

16B. UNITED STATES OF AMERICA  
BY   
(Signature of Contracting Officer)

16C. DATE SIGNED  
10/21/09

SCHEDULE OF CHANGES

1. The purpose of this modification is to modify Contract Clause B006 entitled "Indirect Rate Ceilings" dated Jun 2008. Accordingly, Section B of the contract is modified as follows:

**Section B - Supplies or Services and Prices/Costs**

**B006 INDIRECT RATE CEILINGS (JUN 2008) (TAILORED)**

For all delivery/task orders issued from contract award through September 30, 2009 including modifications to those orders issued after that date, reimbursement for indirect costs shall be limited to the following indirect rate ceilings:

Overhead: (b)(4) allocated over a direct labor cost base.

General & Administrative: (b)(4) allocated over a Joint Venture Total Cost Input (TCI) base.

Any allocable indirect costs incurred in excess of the ceiling rates are considered unallowable costs and will not be reimbursed.

The ceiling rates incorporated into this contract are maximum rates. During contract performance, indirect rates are subject to provisional approval and final audit determination, and may be lower than the ceiling rates.

(End Clause)

2. There are no other changes to the terms and conditions of this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 5

2. AMENDMENT/MODIFICATION NO. 006  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_

5. PROJECT NO. (if applicable) \_\_\_\_\_  
 6. ISSUED BY CODE 05001  
 7. ADMINISTERED BY (if other than item 6) CODE 05001

NNSA Service Center  
 U.S. Department of Energy  
 NNSA Service Center  
 P.O. Box 5400  
 Albuquerque NM 87185-5400

NNSA Service Center  
 U.S. Department of Energy  
 NNSA Service Center  
 P.O. Box 5400  
 Albuquerque NM 87185-5400

8. NAME AND ADDRESS OF CONTRACTOR (incl. street, county, State and ZIP Code)  
 SES-TECH GOBAL SOLUTIONS  
 Attn: (b)(6)  
 13810 SE EASTGATE WAY, SUITE 420  
 BELLEVUE WA 980054400

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_

CODE 788770506 FACILITY CODE \_\_\_\_\_

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AMS2-08NA28893  
 10B. DATED (SEE ITEM 11) 06/06/2008

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 9 and 10, 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)  
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/BORDER. 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 data, 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 FAR 1.601-1, Authority of Contracting Officers  
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 Period of Performance: 06/06/2008 to 06/05/2011

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)  
 (b)(6) General Manager, on behalf of SES (JV1)  
 (b)(6) Project Resident, on behalf of TIEC (JV2)  
 (b)(6)

15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Margaret L. Howe

15C. DATE SIGNED  
 23 August 2010  
 25 Aug 2010

15D. UNITED STATES OF AMERICA  
 Margaret L. Howe  
 (Signature of Contracting Officer)

15E. DATE SIGNED  
 8/26/10

CONTRACT SPECIALIST

MAGGIE L. HOWE

United States Department of Energy  
 NNSA Service Center  
 Attn: Maggie L. Howe, Bldg 388 / HAD/HSD  
 P. O. Box 5400  
 Albuquerque, NM 87185-5400

Phone: 505-845-6028  
 EMail: mhowe@doeal.gov

CONTRACTING OFFICER'S REPRESENTATIVE

DEBRA MOONE  
 Phone: 202-586-3802  
 EMail: debra.moone@nnsa.doe.gov

DOLLAR TOTALS	PRIOR AMOUNT	CURRENT CHANGE	TOTAL AMOUNT
Award Value	\$ 700,000,000.00	\$ 0.00	\$ 700,000,000.00
Funding Obligation		\$ 0.00	\$ 0.00

BLOCK 14 CONTINUATION

GTRI - Update and Addition of Clauses

SCHEDULE OF CHANGES

1. The purpose of this modification is to: 1) Update administrative information; 2) Modify Special Contract Requirements DOE H-1001 and add DOE H-1001; 3) Incorporate changes as a result of the Federal Funding Accountability and Transparency Act of 2006 as amended; and 4) Add one option clause in Section I. A correction to the period of performance on the SF30 is also being made.

The modification incorporates the following changes:

- a. Modify Section G, G001, Correspondence Procedures.
  - b. Modify Section H, Clause DOE H-1001.
  - c. In Section H, add DOE H-1001.
  - d. In Section I, add FAR 52.204-10 and 52.217-6.
2. When the contract was reconstructed in the STRIPES contract writing system, the end date included the basic period and all option periods. Because neither Option 1 nor Option 2 have been exercised, the contract end date will reflect the end date through the basic period. If Option 1 is exercised, the end date will be changed to replace the date through the end of Option 1.
  3. The total contract amount is unchanged at \$0.
  4. The total funded amount is unchanged at \$0.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	CLIN Change <i>Noun:</i> DESIGN, INTEGRATION, CONSTRUCTION, COMMUNICATION, AND ENGINEERING <i>Contract type:</i> U - COST PLUS FIXED FEE <i>Start Date:</i> 06 JUN 2008 <i>Completion Date:</i> 05 JUN 2011 <i>Descriptive Data:</i> (Base Period) - Provide design, integration, construction, communication and engineering installation for the Second Line of Defense (SLD) Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for the Base Period is three years from Date of Award.		

5. Section G - CONTRACT ADMINISTRATIVE DATA - Delete G001 in its entirety and substitute the following:

**G001 CORRESPONDENCE PROCEDURES (FEB 2005)**

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, task order number, and topic. All correspondence shall be subject to the following procedures:

- (a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or

SCHEDULE OF CHANGES

modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the COR, with an information copy of the correspondence to the Contract Specialist/Contracting Officer. The points of contact for technical correspondence are:

**COR:** Debra Moone  
**Title:** Program Analyst  
**Address:** Department of Energy  
NA - 25  
1000 Independence Avenue SW  
Washington, DC 20585  
**Phone:** (202) 586-3802  
**E-mail:** [debra.moone@nnsa.doe.gov](mailto:debra.moone@nnsa.doe.gov)

**Country Manager:** To be identified in each delivery order.

(b) Other Correspondence:

Other correspondence shall be addressed the Contract Specialist with information copies of the correspondence to the COR and Country Manager.

The Contract Specialist is the Contractor's focal point of contact for each task order. The Contract Specialist's name, address, phone number, and e-mail address will be identified in each delivery order. If a Contract Specialist is not separately named, one of the Contracting Officers identified below is the focal point for that task order.

The Contracting Officers:

**Contracting Officer:** Margaret L. Howe  
**Address:** Office of Business Services HAD/HSD  
P.O. Box 5400  
Albuquerque, NM 87185-5400,  
**Phone:** (505) 845-6028  
**E-mail:** [mhowe@doeal.gov](mailto:mhowe@doeal.gov) <<mailto:mhowe@doeal.gov>>

**Contracting Officer:** James Pohorence  
**Address:** Office of Business Services HAD/HSD  
P.O. Box 5400  
Albuquerque, NM 87185-5400,  
**Phone:** (505) 845-5410  
**E-mail:** [jpohorence@doeal.gov](mailto:jpohorence@doeal.gov) <<mailto:jpohorence@doeal.gov>>

6. Section H - SPECIAL CONTRACT REQUIREMENTS

- a. H014 - ORDERING PROCEDURES/FAIR OPPORTUNITY (JUL 2007): Modify as specified below:

Delete Subparagraph (f) and substitute the following:

(f) Reserved

- b. Add DOE-H-1001 as follows:

**DOE-H-1001 OMBUDSMAN (JUL 2010) - ALTERNATE I (NOV 2009)**

SCHEDULE OF CHANGES

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the Ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the Ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the Ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

(b) If resolution cannot be made by the Contracting Officer, interested parties may contact the Ombudsman, Jill E. Robbins, National Nuclear Security Administration, 1000 Independence Ave. SW, Washington D.C. 20585, phone: (202) 586-9678, fax: (202) 586-7535, e-mail: jill.robbinsl@nnsa.doe.gov. Do not contact the Ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document. If this is a task or delivery order contract, the Ombudsman shall review complaints from contractors and ensure they are afforded a 'fair opportunity to be considered', consistent with Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended and the procedures of the contract.

7. Section I - CONTRACT CLAUSES

- a. Add the following clause incorporated by reference (The clause will be effective for any task orders placed on or after the effective date of this modification):

FAR 52.204-10 Reporting Executive Compensation and First-tier Subcontract Awards (JUL 2010)

- b. Add the following clause:

52.217-6 Option for Increased Quantity (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within one week in advance of Delivery Order modification. Delivery of the added items shall continue at the same rate as like items called for under the contract, unless the parties otherwise agree.

8. All other terms and conditions of the contract remain the same.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

007

3. EFFECTIVE DATE

06/05/2011

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

05001

7. ADMINISTERED BY (If other than Item 6)

CODE

05001

NNSA Service Center  
U.S. Department of Energy  
NNSA Service Center  
P.O. Box 5400  
Albuquerque NM 87185-5400

NNSA Service Center  
U.S. Department of Energy  
NNSA Service Center  
P.O. Box 5400  
Albuquerque NM 87185-5400

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SES-TECH GOBAL SOLUTIONS  
Attn: (b)(6)  
13810 SE EASTGATE WAY, SUITE 420  
BELLEVUE WA 980054400

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AM52-08NA28893

10B. DATED (SEE ITEM 13)

06/06/2008

CODE 788770506

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 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

X

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.

FAR52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000)

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

0

copies to the issuing office.

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

See Schedule

FOB: Destination

Period of Performance: 06/06/2008 to 06/05/2013

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)

Louise K. Stevenson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

5/11/11

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT SPECIALIST

GEARY PYLES

United States Department of Energy  
 NNSA Service Center  
 Attn: Geary Pyles, Bldg 388 / HAD/HSD  
 P. O. Box 5400  
 Albuquerque, NM 87185-5400

Phone: 505-845-5701  
 EMail: geary.pyles@doeal.gov

CONTRACTING OFFICER'S REPRESENTATIVE

DEBRA MOONE  
 Phone: 202-586-3802  
 EMail: debra.moone@nnsa.doe.gov

DOLLAR TOTALS	PRIOR AMOUNT	CURRENT CHANGE	TOTAL AMOUNT
Award Value	\$ 700,000,000.00	\$ 0.00	\$ 700,000,000.00
Funding Obligation		\$ 0.00	\$ 0.00

BLOCK 14 CONTINUATION

The purpose of this modification is to exercise Option 1 DESIGN INTEGRATION CONSTRUCTION COMMUNICATION AND ENGINEERING (DICCE) and change the ombudsman in H014

SCHEDULE OF CHANGES

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

0003	CLIN Establish Noun: Contract type: Start Date: Completion Date: Descriptive Data: (Option One) - Provide design, integration, construction, communication and engineering installation for the SLD Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for Option One is two years from the date of exercise of Option One.	OPTION ONE J - FIRM FIXED PRICE 06 JUN 2011 05 JUN 2013	
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0004	CLIN Establish Noun: Contract type: Start Date: Completion Date: Descriptive Data: (Option One) - Reports in accordance with the "Reporting Requirements Checklist," when included in individual delivery orders, and elsewhere specified in the Contract and individual delivery orders.	OPTION ONE REPORTS J - FIRM FIXED PRICE 06 JUN 2011 05 JUN 2013	
------	---	--	--

**H014 FAIR OPPORTUNITY DELIVERY ORDER PLACEMENT (JUL 2007)**

In accordance with the guidance provided in FAR 16.505(b)(1), Contractors will be provided a fair opportunity to be considered for each delivery order placed under this Contract that exceeds \$3,000, using the following placement procedures.

(a) The Contracting Officer will place initial cost-reimbursement delivery orders following award of the Contract based on a consideration of the technical and cost information provided in each Contractor's proposal.

(b) Subsequent orders will be placed based on the following multiphase approach:

1. Initial selection of the Contractor to receive the order will be based on the Contracting Officer's assessment of:
  - i. the Contractor's past performance on earlier orders, including quality, timeliness and cost control;
  - ii. the potential impact in terms of capacity of other orders placed with the Contractor; and
  - iii. a Government rough estimate of all Contractor's' costs for the order based on Government records of the Contractor's cost experience to date on similar orders.

2. Following initial selection, the Contracting Officer will hold one-on-one sessions with the selected Contractor to increase the understanding of the order's requirements, discuss suggestions for refining the requirements, discuss risk reduction measures, and negotiate a reasonable estimated cost and fixed fee. If the Contracting Officer is unsuccessful in negotiating an order at a reasonable estimated cost and fixed fee with the initially selected Contractor, the Contracting Officer may select another Contractor for award of the order and hold a one-on-one negotiating session. If the Contracting Officer is still unsuccessful in negotiating an order at a reasonable estimated cost and fixed fee, this process may continue with the other multiple-award contractor(s) until an order at a reasonable estimated cost and fixed fee can be successfully negotiated.

SCHEDULE OF CHANGES

(c) The Contracting Officer may choose to seek information necessary to make an initial selection of a Contractor as described in paragraph (b)(1) above through the use of oral presentations or other streamlined procedures, and may also choose to seek rough estimates for cost from multiple contractors prior to making an initial selection.

(d) In providing a fair opportunity to be considered, the Contracting Officer is not required to:

1. contact all Contractors prior to the placement of each order;
2. use the formal competition requirements in FAR Part 6 or the policies in FAR Subpart 15.3; or
3. formally evaluate plans or score quotes or offers.

(e) Exceptions to the fair opportunity process and award may be made by the Contracting Officer under one of the following circumstances:

1. The delivery order is so urgent that following the procedures described herein would result in unacceptable delays;
2. Only one Contract awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
3. The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract and all Contract awardees were given a fair opportunity to be considered for the original order; and
4. It is necessary to place an order to satisfy a minimum guarantee under the Contract.

(f) A Delivery Order Ombudsman has been established to review and make determinations regarding any contract holders' complaints pertaining to the application of the fair opportunity selection process defined herein. The Ombudsman for this Contract is:

Jill Robbins, Ombudsman  
U.S. Department of Energy  
National Nuclear Security Administration  
1000 Independence Avenue SW  
Washington, DC 20585  
Phone: (202) 586-9678  
Email Address: Jill.Robbins@nnsa.doe.gov

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NNSA Service Center U.S. Department of Energy NNSA Service Center P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001	7. ADMINISTERED BY (if other than item 6) NNSA Service Center U.S. Department of Energy NNSA Service Center P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001
8. NAME AND ADDRESS OF CONTRACTOR (fio, street, county, State and ZIP Code) SES-TECH GLOBAL SOLUTIONS Attn: (b)(6) 13810 SE EASTGATE WAY, SUITE 420 BELLEVUE WA 980054400		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/>	
CODE 788770506 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO DE-AM52-08NA28893	
		10B. DATED (SEE ITEM 13) 06/06/2008	

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)

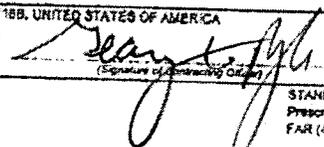
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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 CONTRACTING PARTIES
	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.)  
 FOB: Destination  
 Period of Performance: 06/06/2008 to 06/05/2013

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) General Manager, on behalf of SES (N1) (b)(6) Vice President, on behalf of TIEC (N2)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Geary W. Pyles
(b)(6) JV-1 (b)(6) JV-2	15C. DATE SIGNED 12/15/11 12/16/2011
	18B. UNITED STATES OF AMERICA 
	19C. DATE SIGNED 12/20/11

CONTRACT SPECIALIST

ROSE B. SEDILLO

United States Department of Energy  
 NNSA Business Services Division  
 Attn: Rose B. Sedillo, Bldg 388 / HAB/HSS  
 P. O. Box 5400  
 Albuquerque, NM 87185-5400

Phone: 505-845-4140  
 EMail: rose.sedillo@nnsa.doe.gov

CONTRACTING OFFICER'S REPRESENTATIVE

DEBRA MOONE  
 Phone: 202-586-3802  
 EMail: debra.moone@nnsa.doe.gov

DOLLAR TOTALS	PRIOR AMOUNT	CURRENT CHANGE	TOTAL AMOUNT
Award Value	\$ 700,000,000.00	\$ 0.00	\$ 700,000,000.00
Funding Obligation		\$ 0.00	\$ 0.00

BLOCK 14 CONTINUATION

DESIGN INTEGRATION CONSTRUCTION COMMUNICATION AND ENGINEERING (DICCE): Change to Correspondence Procedures and Key Personnel

SCHEDULE OF CHANGES

1. The purpose of this modification is to make administrative changes to:

- SECTION G - CONTRACT ADMINISTRATION DATA
- SECTION H - SPECIAL CONTRACT REQUIREMENTS

2. G001 is replaced with the following:  
G001 CORRESPONDENCE PROCEDURES (FEB 2005)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, delivery order number, and topic. All correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence shall be addressed to the appropriate point of contact listed below with an informational copy of the correspondence to the Contract Specialist. The points of contact for technical correspondence are:

COR: Debra Moone, Address: Department of Energy, NA-25, 1000 Independence Avenue SW, Washington DC 20585, Phone No: (202) 586-3802, and E-mail: [debra.moone@nnsa.doe.gov](mailto:debra.moone@nnsa.doe.gov).

Country Manager: To be identified in each delivery order.

(b) Other Correspondence.

Other correspondence shall be addressed to the Contract Specialist with informational copies of the correspondence to the COR and Country Manager.

The Contract Specialist is the Contractor's focal point of contact for each delivery order. The Contract Specialist's name, address, phone number, fax number, and email address will be identified in each delivery order. If a Contract Specialist is not separately named, the Contracting Officer identified below is the focal point for that delivery order.

(c) Intellectual Property Correspondence.

Correspondence pertaining to patent, technical data or intellectual property shall be addressed to the NNSA Patent Counsel with informational copies to the COR and the Contract Specialist. The Patent Counsel's contact information is as follows:

Department of Energy, NNSA Service Center, Office of Chief Counsel, Attention: NNSA Patent Counsel, P.O. Box 5400, Albuquerque, NM 87185-5400.

(d) The Contracting Officers:

**Contracting Officer:**

Robert A. Smith

Address: Department of Energy, NNSA Office of Business Services, P.O. Box 5400, Albuquerque, NM 87185-5400

Phone No: (505) 845-8217

E-mail: [rsmith@nnsa.doe.gov](mailto:rsmith@nnsa.doe.gov)

**Contracting Officer:**

Maria Barela

Address: Department of Energy, NNSA Office of Business Services, P.O. Box 5400, Albuquerque, NM 87185-5400

Phone No: (505) 845-6550

E-mail: [mbarela@nnsa.doe.gov](mailto:mbarela@nnsa.doe.gov)

SCHEDULE OF CHANGES

**Contracting Officer:**

Geary Pyles

Address: Department of Energy, NNSA Office of Business Services, P.O. Box 5400, Albuquerque, NM 87185-5400

Phone No: (505) 845-5701

E-mail: gpyles@nnsa.doe.gov

3. H016 is replaced with the following:

H016 KEY PERSONNEL (FEB 2005)

(a) Pursuant to DEAR clause 952.215-70, Key Personnel, the Contractor's key personnel are as follows:

NAME	TITLE
(b)(6)	Program Manager Core Program Manager Megaports Program Manager Communications Manager Contracts Manager

4. All other terms and conditions remain unchanged.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 / 3

7 AMENDMENT/MODIFICATION NO 009 8 EFFECTIVE DATE See Block 16C 4 REQUISITION/PURCHASE REQ NO \_\_\_\_\_ 5 PROJECT NO (if applicable) \_\_\_\_\_

6 ISSUED BY CODE 05001 7 ADMINISTERED BY (if other than Item 6) CODE 05001

NNSA Service Center  
U.S. Department of Energy  
NNSA Service Center  
P.O. Box 5400  
Albuquerque NM 87185-5400

NNSA Service Center  
U.S. Department of Energy  
NNSA Service Center  
P.O. Box 5400  
Albuquerque NM 87185-5400

9 NAME AND ADDRESS OF CONTRACTOR (No street country State and ZIP Code)

SES-TECH COBAL SOLUTIONS  
Attn: (b)(6)  
13810 SE EASTGATE WAY, SUITE 420  
BELLEVUE WA 980054400

(x) 9A AMENDMENT OF SOLICITATION NO. \_\_\_\_\_

9B DATED (SEE ITEM 11) \_\_\_\_\_

x 10A MODIFICATION OF CONTRACT/ORDER NO DE-AMS2-08NA28893

10B DATED (SEE ITEM 13) 06/06/2008

CODE 788770506 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 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 9 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)  
00000-0000-00-000000-000000-00000000-00000000-00000000-00000000-00000000-00000000

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
	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 FAR 43.103(a) MUTUAL AGREEMENT OF THE CONTRACTING PARTIES
	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 UCP section headings including solicitation/contract subject matter where feasible)

Fund: 00000 Appr Year: 0000 Allottee: 00 Report  
Entity: 000000 Object Class: 00000 Program:  
0000000 Project: 0000000 WFO: 0000000 Local Use:  
0000000  
FOR: Destination  
Period of Performance: 06/06/2008 to 06/05/2013

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) (b)(6) President/CEO, on behalf of SES (JV1) Vice President, on behalf of TREC (JV2)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Geary W. Pyles
(b)(6) <u>JULI</u> (b)(6) <u>JV-2</u>	16B UNITED STATES OF AMERICA <u>Geary W. Pyles</u> (Signature of Contracting Officer)
15C DATE SIGNED <u>17 May 2012</u>	16C DATE SIGNED <u>21 May 2012</u>

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT SPECIALIST

ROSE B. SEDILLO

United States Department of Energy  
 NNSA Contracts and Procurement Division  
 Attn: Rose B. Sedillo, Bldg 388 / NA-APM-123.1  
 P. O. Box 5400  
 Albuquerque, NM 87185-5400

Phone: 505-845-4140  
 EMail: rose.sedillo@nnsa.doe.gov

CONTRACTING OFFICER'S REPRESENTATIVE

DEBRA MOONE  
 Phone: 202-586-3802  
 EMail: debra.moone@nnsa.doe.gov

DOLLAR TOTALS	PRIOR AMOUNT	CURRENT CHANGE	TOTAL AMOUNT
Award Value	\$ 700,000,000.00	\$ 0.00	\$ 700,000,000.00
Funding Obligation		\$ 0.00	\$ 0.00

BLOCK 14 CONTINUATION

DESIGN INTEGRATION CONSTRUCTION COMMUNICATION AND ENGINEERING (DICCE). Changes to SECTION H, Key Personnel provision

SCHEDULE OF CHANGES

1. The purpose of this modification is to change the Key Personnel provision in SECTION H.
2. SECTION H - SPECIAL CONTRACT REQUIREMENTS, H016 is replaced with the following:

**H016 KEY PERSONNEL (FEB 2005)**

(a) Pursuant to DEAR clause 952.215-70, Key Personnel, the Contractor's key personnel are as follows:

NAME	TITLE
(b)(6)	Program Manager Core Program Manager Contracts Manager

3. The parties agree that this Supplemental Agreement establishes the consideration for modifications effected herein. The parties specifically acknowledge and agree that this Supplemental Agreement constitutes full satisfaction of the parties' rights to equitable adjustment, under any clause of this contract, relating to the modifications effected herein. There are no further changes as a result of this modification. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO. 010  
3. EFFECTIVE DATE 05 2012  
4. REQUISITION/PURCHASE REQ NO.  
5. PROJECT NO. (if applicable)

6. ISSUED BY CODE 05001  
7. ADMINISTERED BY (if other than item 6) CODE 05001

NNSA Service Center  
U.S. Department of Energy  
NNSA Service Center  
P.O. Box 5400  
Albuquerque NM 87185-5400

NNSA Service Center  
U.S. Department of Energy  
NNSA Service Center  
P.O. Box 5400  
Albuquerque NM 87185-5400

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
SES-TECH GLOBAL SOLUTIONS  
Attn: (b)(6)  
13810 SE EASTGATE WAY, SUITE 420  
RELLEVUE WA 980054400  
CODE 108770506 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
9C. MODIFICATION OF CONTRACT ORDER NO.  
DE-AM52-08NA28893  
9D. DATED (SEE ITEM 13)  
06/06/2008

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)  
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT 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 FAR 43.103(a) MUTUAL AGREEMENT OF THE CONTRACTING PARTIES
	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 DCP section headings, including solicitation/contract subject matter where feasible)  
Period of Performance: 06/06/2008 to 06/05/2013

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) President/CEO, on behalf of SES (JV1) Vice President, on behalf of TIEC (JV2)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert A. Smith
(b)(6) JUL 11 2012 15C. DATE SIGNED 11 July 2012	15B. UNITED STATES OF AMERICA <i>Smith</i> (Signature of Contracting Officer) 15C. DATE SIGNED JUL 11 2012

BODY FOR DE-AM52-08NA28893 010	PAGE 2	of 3	PAGES
<p><b>CONTRACT SPECIALIST</b></p> <p><b>GEARY PYLES</b></p> <p>United States Department of Energy  NNSA Contracts and Procurement Division  Attn: Geary Pyles, Bldg 388 / NA-APM-123.1  P. O. Box 5400  Albuquerque, NM 87185-5400</p> <p>Phone: 505-845-5701  EMail: geary.pyles@nnsa.doe.gov</p> <p><b>CONTRACTING OFFICER'S REPRESENTATIVE</b></p> <p><b>DEBRA MOONE</b>  Phone: 202-586-3802  EMail: debra.moone@nnsa.doe.gov</p>			

DOLLAR TOTALS	PRIOR AMOUNT	CURRENT CHANGE	TOTAL AMOUNT
Award Value	\$ 700,000,000.00	\$ 0.00	\$ 700,000,000.00
Funding Obligation		\$ 0.00	\$ 0.00

BLOCK 14 CONTINUATION

DESIGN INTEGRATION CONSTRUCTION COMMUNICATION AND ENGINEERING (DICCE), Changes to clauses B005 CEILING RATE OF FEE and B006 INDIRECT RATE CEILING

SCHEDULE OF CHANGES

1. The purpose of this modification is to replace clauses B005 and B006 with the following:

**B005 CEILING RATE OF FEE (SEP 2006)**

For all delivery orders issued under this contract, with exception, the rate of fee to be applied to a base of total cost (excluding facilities capital cost of money) shall not exceed (b)(4)

Exception: As of July 16, 2012 the rate of fee to be applied to a base of total cost (excluding facilities capital cost of money) shall not exceed (b)(4) for new groups under the following existing orders:

DE-AM52 08NA29016: Bulgaria

DE-AM52-09NA28790: Kazakhstan

**B006 INDIRECT RATE CEILINGS (JUN 2008)**

For all delivery orders issued during the contract ordering period, with exception, including options, reimbursement for indirect costs shall be limited to the following indirect rate ceilings:

Overhead: (b)(4) allocated over a direct labor cost base.

General & Administrative: (b)(4) allocated over a Joint Venture Total Cost Input (TCI) base.

Any allocable indirect costs incurred in excess of the ceiling rates are considered unallowable costs and will not be reimbursed.

The ceiling rates incorporated into this contract are maximum rates. During contract performance, indirect rates are subject to provisional approval and final audit determination, and may be lower than the ceiling rates.

Exception: As of July 16, 2012 new groups under existing orders DE-AM52 08NA29016-Bulgaria and DE-AM52-09NA28790-Kazakhstan will be subject to current DCAA approved rates for Overhead and General & Administrative.:

2. The parties agree that this Supplemental Agreement establishes the consideration for modifications effected herein. The parties specifically acknowledge and agree that this Supplemental Agreement constitutes full satisfaction of the parties' rights to equitable adjustment, under any clause of this contract, relating to the modifications effected herein. There are no further changes as a result of this modification. All other terms and conditions remain unchanged.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE	PAGE OF PAGES 1   3
4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
7. ADMINISTERED BY (if other than Item 6) NNSA Service Center U.S. Department of Energy NNSA Service Center P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001

2. AMENDMENT/MODIFICATION NO. 0011	3. EFFECTIVE DATE See Block 16C
6. ISSUED BY NNSA Service Center U.S. Department of Energy NNSA Service Center P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SES-TECH GLOBAL SOLUTIONS Attn: (b)(6) 13810 SE EASTGATE WAY, SUITE 420 BELLEVUE WA 980054400	9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> (x)
CODE 788770506	9B. DATED (SEE ITEM 11)
FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM52-08NA28893
	10B. DATED (SEE ITEM 13) 06/06/2008

**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.

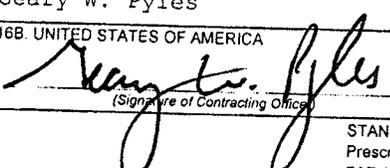
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE <input checked="" type="checkbox"/> X	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. FAR52.217-9) OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000)
	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 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 Payment:  
 OR for NNSA  
 U.S. Department of Energy  
 Oak Ridge Financial Service Center  
 P.O. Box 5807  
 Oak Ridge TN 37831  
 FOB: Destination  
 Period of Performance: 06/06/2008 to 06/05/2015

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) Geary W. Pyles
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 06/05/2013

CONTRACT SPECIALIST

GEARY PYLES

United States Department of Energy  
 NNSA Contracts and Procurement Division  
 Attn: Geary Pyles, Bldg 388 / NA-APM-123.1  
 P. O. Box 5400  
 Albuquerque, NM 87185-5400

Phone: 505-845-5701  
 EMail: geary.pyles@nnsa.doe.gov

CONTRACTING OFFICER'S REPRESENTATIVE

DEBRA A MOONE  
 Phone:  
 EMail: debra.moone@nnsa.doe.gov

DOLLAR TOTALS	PRIOR AMOUNT	CURRENT CHANGE	TOTAL AMOUNT
Award Value	\$ 700,000,000.00	\$ 0.00	\$ 700,000,000.00
Funding Obligation		\$ 0.00	\$ 0.00

BLOCK 14 CONTINUATION

DESIGN INTEGRATION CONSTRUCTION COMMUNICATION AND ENGINEERING (DICCE), EXERCISE OPTION 2 EXTEND PERIOD OF PERFORMANCE THROUGH JUNE 5, 2015

SCHEDULE OF CHANGES

The purpose of this modification is to exercise Option 2 and extend the period of performance through June 5, 2015.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0005	OPTION CLIN		
	<p><i>Noun:</i> OPTION TWO</p> <p><i>Descriptive Data:</i>                      (Option Two) - Provide design, integration, construction, communication and engineering installation for the SLD Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual delivery orders. The ordering period for Option Two is two years from the date of exercise of Option Two.</p>		
0006	OPTION CLIN		
	<p><i>Noun:</i> OPTION TWO REPORTS</p> <p><i>Descriptive Data:</i>                      (Option Two) - Reports in accordance with the "Reporting Requirements Checklist," when included in individual delivery orders, and elsewhere specified in the Contract and individual delivery orders.</p>		

All other terms and conditions remain the same.