

2. AMENDMENT/MODIFICATION NO. <b>A011</b>	3. EFFECTIVE DATE <b>See 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PO92716.08.001</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U.S. Department of Energy Strategic Petroleum Reserve PMO 900 Commerce Road East New Orleans, LA 70123</b>	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>Deltha-Critique 900 Commerce Road East New Orleans, LA 70123</b>	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC96-06PO92716</b>
		10B. DATED (SEE ITEM 13) <b>August 11, 2006</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)  
**1610698 SA0804121 SP00400 25200 0450511 Obligate: \$21,496**

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

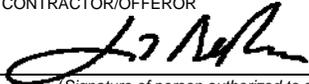
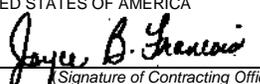
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriate date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>B.2, Indefinite Delivery/Indefinite Quantity, Cost Estimate, and Performance Fees; Clause No. I-29, Allowable Cost and Payment; Clause No. I-66, Limitation of Funds; Clause No. H-25, Payment of Overtime Premium; B.5, Obligation of Funds</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

**A. The purpose of this modification is to adjust Direct Productive Labor Hours (DPLH), estimated cost and fee for a) Specialized security support services and b) Independent review of SPR's implementation of OMB Circular A-123 requirements. The following is incorporated:**

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>Louis J. Defusco, Project Manager</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Joyce B. Francois, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED <b>11/1/07</b>
16B. UNITED STATES OF AMERICA BY  <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED <b>11/1/07</b>

**INSTRUCTIONS**

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.-Dated), and 10, (Modification of Contract/Order No.-Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification  
 .....  
 Net increase                    \$.....

(2) Accounting classification  
 .....  
 Net decrease                    \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$.....
- (ii) Total contract price decreased by \$.....
- (iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to -

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

NAME OF OFFEROR OR CONTRACTOR  
Deltha-Critique, 900 Commerce Road East, New Orleans, LA 70123

1. Section B.2 is modified to read as follows:

**B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY, COST ESTIMATE, AND PERFORMANCE FEES**

The work described in Paragraph B.1 is contracted for the entire term of the contract. The work shall be accomplished on the basis of an indefinite delivery/indefinite quantity contract. The total minimum guaranteed quantity is 132,360 direct productive labor hours (DPLH). The Cost Estimate shall consist of the Contractor's (DPLH) expended in performance of the contract. The Contractor shall use 220,896 DPLH as the total estimated quantity of labor hours that will be ordered under this contract. The maximum DPLH that can be ordered under this contract, including the base period and option years is 220,896. Fee proposals shall be based upon this estimated quantity of labor hours to be ordered. The Contractor shall be obligated to perform all required work during the term of the contract even if DPLH in addition to that set forth below are required; however, the Contractor shall not be required to perform such additional DPLH until added to the contract by the Contracting Officer. There is no guarantee, however, that all of the estimated DPLH will be required during the term of the contract or that any additional DPLH will be added. If the total estimated quantity of labor hours are not ordered, the total available fee shall be reduced accordingly.

DPLH are defined as actual work exclusive of vacation, holiday, sick leave, administrative leave, and other absences. The Contractor shall keep complete and accurate records on the DPLH charged to this account.

It is anticipated that in the event additional DPLH are required in performance of the work during the term of the contract, a Request for Proposal will be issued to the Contractor for the additional DPLH. The parties will negotiate an equitable adjustment in estimated cost and fee for the additional DPLH and modify the contract appropriately. Failure of the parties to agree to an equitable adjustment for the additional DPLH shall constitute a "dispute" within the meaning of Section I, Clause I.70, entitled "Disputes, Alternate I" in Section I of the contract. The Contracting Officer shall unilaterally adjust the contract to incorporate the additional DPLH and estimated cost and fee, and the Contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision rendered pursuant to Section I, Clause I.70.

If the total estimated DPLH quantity is not ordered, the fee shall be reduced in the same proportion as labor hours actually ordered to the estimated labor hours.

NAME OF OFFEROR OR CONTRACTOR

Deltha-Critique, 900 Commerce Road East, New Orleans, LA 70123

In performance of Task Assignments issued hereunder during the contract period shown below, the DPLH, estimated cost, and performance fees are as follows:

	<b><u>Professional</u></b> <b>(DPLH)</b> <b>(1,840)</b>	<b><u>Non-Professional</u></b> <b>(DPLH)</b> <b>(1,840)</b>	<b><u>Key Personnel</u></b> <b>(DPLH)</b>	<b><u>Total</u></b> <b>(DPLH)</b>
Base Contract – Year 1	22,080	18,400	3,680	44,160
Base Contract – Year 2	22,176	18,400	3,680	44,256
Base Contract – Year 3	22,080	18,400	3,680	44,160
Option Year 1	22,080	18,400	3,680	44,160
Option Year 2	22,080	18,400	3,680	44,160
<b>TOTAL</b>	<b>110,496</b>	<b>92,000</b>	<b>18,400</b>	<b>220,896</b>

Professional includes any person involved in discharging the duties of a position under this contract having a recognized status based on the individual's acquiring knowledge through prolonged study. This category includes bona fide executive, administrative, or professional employees, as defined in 29 CFR Part 541.

Non-professional includes any person involved in discharging the duties of a position under this contract other than a bona fide executive, administrative, or professional position, as defined in 29 CFR Part 541.

Deltha-Critique, 900 Commerce Road East, New Orleans, LA 70123

2. Section B.4 is modified to read as follows:

**B.4 ESTIMATED COST AND FEE**

a. The estimated cost (includes total available fee) for this contract is as follows:

**TABLE B-1  
ESTIMATED COST AND FEE**

Base Year	1 <sup>st</sup> Year Base Award 11/01/06 through 10/31/07	2 <sup>nd</sup> Year Base Award 11/01/07 through 10/31/08	3 <sup>rd</sup> Year Base Award 11/01/08 through 10/31/09	Total Base Period 11/01/06 through 10/31/09	Option Year 1 11/01/09 through 10/31/10	Option Year 2 11/01/10 through 10/31/11	Total Contract Cost
Estimated Cost	\$2,477,024	\$2,489,271	\$2,452,510	\$7,418,805	\$2,506,812	\$2,561,531	\$12,487,148
Base Fee	\$4,160	\$1,500		\$5,660			\$5,660
Performance Fee	\$167,816	\$171,859	\$175,167	\$514,842	\$179,014	\$182,889	\$876,745
Total Fee Available	\$171,976	\$173,359	\$175,167	\$520,502	\$179,014	\$182,889	\$882,405
Total Cost and Fee(s)	\$2,649,000	\$2,662,630	\$2,627,677	\$7,939,307	\$2,685,826	\$2,744,420	\$13,369,553

- b. The estimated cost for the Phase In period is \$ 00. There will be no fee paid for the Phase In period.
- c. The total estimated cost of this contract is increased by \$118,341 from \$ 7,300,464 to \$7,418,805. The Base Fee is increased by \$1,500 from \$4,160 to \$5,660. The Performance fees remain at \$514,842. The total estimated cost and fees are \$ 7,939,307.

**B.5 OBLIGATION OF FUNDS** is hereby modified to increase total funds by \$21,496 from \$2,875,591 to \$2,897,087 for payment of allowable costs for the contract to be incurred from the effective dates of this contract through November 30, 2007.

All other terms and conditions remain the same.