

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 038	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09FE004444 09FE004861	5. PROJECT NO. (If applicable)
6. ISSUED BY SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601	7. ADMINISTERED BY (If other than Item 6) SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123	CODE 01601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DELTA-CRITIQUE JOINT VENTURE Attn: EARL WASHINGTON 900 Commerce Road East NEW ORLEANS LA 70123		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC96-06PO92716	
		10B. DATED (SEE ITEM 11) 08/11/2006	
CODE 128204208	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) Net Increase: \$985,696.00

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: Various Clauses listed below and Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Bilateral modification pursuant to the authority of clauses H.7 Ordering Procedures, I.28 Allowable Cost & Payment, I.66 Limitation of Funds, I.77 Changes

The purpose of this modification is to revise the Estimated Costs and Base Fee for the 3rd Year Base Award to incorporate the task entitled "Security Support Services"; provide incremental funding; addend the statement of work; and incorporate a revision to a task order.
Continued ...

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) <i>Louis J. DEFUSCO, Project Manager</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joyce B. Francois
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 06/22/09
16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 06/23/09

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC96-06PO92716/038

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NAME OF OFFEROR OR CONTRACTOR
DELTA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Reference Section B., B.4 Estimated Cost and Fee: The Estimated Costs for the 3rd Year Base Award has been increased by \$62,568 from \$3,212,173 to \$3,274,741, increasing the Total Base Period Estimated Costs to \$8,477,198. The Base Fee for the 3rd Year Base Award has been increased by \$3,128 from \$18,026 to \$21,154, increasing the Total Base Period Base Fee to \$33,002. Total Costs and Fee(s) for the Base Period have been increased by \$65,696 from \$8,986,057 to \$9,051,753.</p> <p>Reference Section B., B.5 Obligation of Funds: The amount of funds obligated are increased by \$985,696 for payment of allowable costs/fees through September 2009, of which \$65,696 are for payment of subcontract costs and base fee associated with the task entitled "Security Support Services". The total available funds are increased by \$985,696 from \$7,996,873 to \$8,982,569. (Revised Section B page attached).</p> <p>Reference Section C Statement of Work, Section IV Work Areas/Performance Requirements, D. Work Area - Technical Management is added to add Sub-Work Area IV.D.4.a -Special Projects. (See Revised pages C-17 to C-21 attached).</p> <p>Reference Section J, Attachment 7 - Revision 1 to Task Order IV. D - Technical Management is hereby incorporated. (See Attached Revision). Subj to Retent: N FOB: Destination Period of Performance: 11/01/2006 to 10/31/2009</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>00001 TECHNICAL AND MANAGEMENT SUPPORT SERVICES 0,513,207.00 Line item value is: \$0,513,207.00 Incrementally Funded Amount: \$6,104,065.00 Amount: \$3,989,240.00 Amount: \$2,062,376.00 Amount: \$2,461,591.00 Amount: \$0.00</p>				

6/14/09

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:

ESTIMATED COSTS AND FEE(S)							
Estimated Costs and Fee(s)	1st Year Base Award 11/01/06 through 10/31/07	2 nd Year Base Award 11/01/07 through 10/31/08	3 rd 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 Value
Estimated Costs	\$2,477,024	\$2,725,433	\$3,274,741	\$8,477,198	\$2,846,024	\$2,911,159	\$14,234,381
Base Fee	\$4,160	\$7,688	\$21,154	\$33,002	\$5,616	\$5,586	\$44,204
Performance Fee	\$167,816	\$178,178	\$195,559	\$541,553	\$195,848	\$200,247	\$937,648
Total Fee Available	\$171,976	\$185,866	\$216,713	\$574,555	\$201,464	\$205,833	\$981,852
Total Costs and Fee(s)	\$2,649,000	\$2,911,299	\$3,491,454	\$9,051,753	\$3,047,488	\$3,116,992	\$15,216,233

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 for the Base Period is increased by \$62,568 from \$8, 414,630 to \$8,477,198. The Base Fee for the Base Period is increased by \$3,128 from \$29,874 to \$33,002. The Performance Fee for the Base Period remains \$541,553. The total cost and fee(s) for the base period are increased by \$65,696 from \$8,986,057 to \$9,051,753.

B.5 OBLIGATION OF FUNDS - The amount of funds obligated are increased by \$985,696 for payment of allowable costs/fees through September 2009, of which \$65,696 are for payment of subcontract costs and base fee associated with the task entitled, "Security Support Services". The total available funds are increased by \$985,696 from \$7,996,873 to \$8,982,569.

- Assist in Change Management and Training as required
- Perform system analysis in office automation and internet tools
- Participate on DOE Business Process Re-Engineering Teams

Performance Measures

Performance Expectations

- | | |
|---------------------|---|
| a) Quality/Accuracy | In accordance with SPRPMO process and direction provided from COR |
| b) Timeliness | In accordance with schedule established by COR |

4. Sub-Work Area – Special Projects

Performance Objective No. IV.D.4.a – The contractor shall provide professional and administrative support to special projects identified by SPRPMO on an individual basis. Special projects include but are not limited to the following:

- Conducting studies, reviews, assessments and surveys
- Performing analyses
- Preparing reports
- Procuring Subject Matter Experts (SME)

Performance Measures

Performance Expectations

- | | |
|---------------------|--|
| a) Quality/Accuracy | As established by SPRPMO on a project-specific basis as applicable |
| b) Timeliness | In accordance with project schedule established by SPRPMO |

E. Work Area – Administrative Support

1. Sub-Work Area - Mailroom

Performance Objective No. IV.E.1 - The contractor must provide support for electronic action system and mail and reproduction processing. The contractor must:

- Establish and maintain an SPRPMO Central Mail Facility.

- Ensure all incoming, outgoing, and internal mail is processed (including a variety of overnight express mail services).
- Ensure pick-up and delivery services are performed in a timely manner.
- Assist in records disposition.
- Provide reproduction services.

Performance Measures**Performance Expectations**

- | | |
|---------------------|---|
| a) Quality/Accuracy | In accordance with SPRPMO process and direction provided by COR |
| b) Timeliness | In accordance with schedule established by COR. |

2. Sub-Work Area – Word Processing

Performance Objective No. IV.E.2 - The contractor must establish and maintain a word processing center, including typing and proofreading of various types of correspondence. The contractor must ensure that all material to be typed is:

- Screened
- Logged in
- Processed
- Proofread to provide error-free processed work
- Logged out
- Returned to customer

Performance Measures **Performance Expectations**

- | | |
|---------------------|---|
| a) Quality/Accuracy | In accordance with SPRPMO process and direction provided from COR |
| b) Timeliness | In accordance with schedule established by COR |

F. Work Area - Reports/Deliverables

Performance Objective No. IV.F.1 - The contractor must prepare and submit reports/deliverables:

1. Uniform Reporting System Reports

The following plans and reports must be prepared in accordance the DOE Uniform Reporting System, and in accordance with the delivery requirements identified below:

- a. Cost Plan (DOE Form 1332.7)
- b. Labor Plan (DOE Form 1332.4)
- c. Project Status Report
- d. Cost Management Report (DOE Form 1332.9)
- e. Labor Management Report (DOE Form 1332.8)

Delivery Requirements

- Distribution and number of copies will be established by the Contracting Officer Representative or his/her representative in written direction to the contractor.
- Delivery Schedule - All reports specified above must be delivered monthly, by the 15th day of the following month, except as follows:

Written Property Control System	60 days after execution of the definitive contract and updated as required to document changes in the Government-furnished property
Cost Plan	<ul style="list-style-type: none"> - 30 days after contract award - Whenever there is a contract change - Annually (60 days prior to beginning of each new DOE fiscal year)
Labor Plan	Same as cost plan

G. Work Area – Cost Effectiveness

The Contractor will receive an overall rating on the cost effectiveness of the work performed under this contract.

V. Notes/Guidance

The Government will provide office space, furniture, office machines, and computer equipment to perform the work required on this contract. Government furnished equipment will include but is not limited to the listing provided in the Section J.

VI. Glossary

AWS	Alternate Work Schedule
BCR	Baseline Change Request
BEARS	Budget Execution and Reporting System
CM	Configuration Management
CMCR	Control Milestone Change Request
COR	Contracting Officer's Representative
DARTS	Departmental Audit Report Tracking System
DOE	Department of Energy
FIDDS	Finance Drawdown Sales System
FMFIA	Federal Manager's Financial Integrity Act
FTX	Field Training Exercises
GAO	General Accountability Office
IAW	In accordance with
IDW	I-Manage Data Warehouse
OIG	Office of Inspector General
OMB	Office of Management and Budget
PADS	Procurement and Assistance Data System
PCS	Project Control System
Reservations	The administrative set aside of funding for a work item. The step prior to formal obligation and legal identification of funds for the specific element of work.
RFP	Request for Proposal
SEOP	Security and Emergency Operations Division
SPR	Strategic Petroleum Reserve
SPRPMO	Strategic Petroleum Reserve Project Management Office

STARS	Standard Accounting and Reporting System
SSC	Support Services Contract
TA	Travel Authorization
TV	Travel Voucher

DEPARTMENT OF ENERGY
 STRATEGIC PETROLEUM RESERVE PROJECT MANAGEMENT OFFICE
 CONTRACT NO. DE-AC96-06PO92716

Contractor: Deltha-Critique				
Task Order No.: IV.D	Revision: 1	Effective Date: 12/2008		
Task Title: Technical Management				
Includes Subtasks: <p style="text-align: center;">D.4 Special Projects</p>				
Contractor Task Director: Lou DeFusco Title: Project Manager		Telephone No.: (504) 734-4058		
Schedule: Start: December 2008		Complete: October 31, 2009		
Approval	Task Monitor		Contracting Officer's Representative	Contracting Officer
Name:	D.4	Task Initiator	Sheldra Wormhoudt	Joyce B. Francois
Telephone Number:			734-4296	734-4760
Signature:			<i>Sheldra A. Wormhoudt</i>	<i>Joyce B. Francois</i>
Date:			06/16/2009	06/16/2009

DEPARTMENT OF ENERGY
STRATEGIC PETROLEUM RESERVE PROJECT MANAGEMENT OFFICE
CONTRACT NO. DE-AC96-06PO92716

TASK ORDER

1. TASK: IV.D Rev.1
SUBTASKS: TECHNICAL MANAGEMENT
2. ELEMENTS: D. 4 Special Projects

The contractor shall provide professional, technical and administrative support to special projects identified by SPRPMO on an individual basis. Special projects include but are not limited to the following:

Conducting studies, reviews, assessments and survey's
Performing analyses
Preparing reports
Procuring Subject Matter Experts (SME)

Performance Measures

a) Quality/Accuracy

b) Timeliness

Performance Expectations

As established by SPRPMO on a project-specific basis as applicable

In accordance with project schedule established by SPRPMO