AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 253

3. EFFECTIVE DATE 08/06/2012

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE 05008

NNSA/Oakridge Site Office
U.S. Department of Energy
NNSA/Y-12 Site Office
P.O. Box 2050
Building 9704-2
Oak Ridge TN 37831

7. ADMINISTERED BY *(If other than Item 6)* CODE 05008

NNSA/Oakridge Site Office
U.S. Department of Energy
NNSA/Y-12 Site Office
P.O. Box 2050
Building 9704-2
Oak Ridge TN 37831

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

BABCOCK & WILCOX TECHNICAL SERVICES Y-12, LLC
Attn: WILLIE J. WILSON
PO BOX 2009
602 SCARBORO RD., N1.149/MS 8004
OAK RIDGE TN 378318004

CODE 141952312 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22800

10B. DATED *(SEE ITEM 13)* 08/31/2000

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 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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* P. L. 95-91 and bilateral agreement (Clause H.19)

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.)*

The purpose of this modification is to assign administration of contract DE-AC55-07NA25750 to B&W Y-12.

See Page 2.

Period of Performance: 08/31/2000 to 09/30/2012

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)*
NANCY A. JOHNSON, VICE PRESIDENT BUSINESS SERVICES & PERFORMANCE ASSURANCE

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED 8-5-12

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Jill Y. Albaugh

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

16C. DATE SIGNED 08/05/2012

The purpose of this modification is to assign contract DE-AC55-07NA25750 between G4S Government Solutions, Inc., d/b/a WSI-Oak Ridge and NNSA to Babcock and Wilcox Technical Services Y-12, LLC (B&W Y-12) to administer as a subcontract under contract DE-AC05-00OR22800. The following changes are made to contract DE-AC05-00OR22800 in order to accomplish this assignment.

1. The current paragraph at C.2 (e) (5) (i) is deleted in its entirety. The following is substituted in its place.

   (i) Safeguards and Security Program (Modification 253)

   The Contractor shall provide overall management and operations of the safeguards and security activities and responsibilities including physical security, information security, personnel security, management of nuclear material control and accountability (MC&A), cyber security, OPSEC, classified matter protection and control, incidents of security concern (limited to B&W Y-12 and its subcontractors), safeguards and security awareness, badging, and all performance testing functions. Protective Force Operations are within the scope of this contract.

2. The following section (e) is added to the clause H.9 ASSIGNMENT OF EXISTING AGREEMENTS AND SUBCONTRACTS

   (e) The current Protective Services Contract DE-AC55-07NA25750 between G4S Government Solutions, Inc., d/b/a WSI-Oak Ridge and NNSA (G4S contract) is assigned from NNSA to B&W Y-12, in accordance with "H.25 Assignment of YSO Contract (Sept 2006)." B&W Y-12 acknowledges and accepts the conditions of this assignment to include the following:

   1. In assigning Contract No. DE-AC55-07NA25750 to B&W Y-12, NNSA reserves the right to make the determination of award fee earned under Clause B.05 of the G4S contract for the performance period beginning June 4, 2012, through November 30, 2012, pursuant to the terms of the Performance Evaluation Plan dated May 25, 2012. The determination is a unilateral determination made by the NNSA Fee Determination Official.

   2.With this assignment of the G4S contract to the Contractor, the resulting subcontract shall contain a provision to the effect that the subcontract may be terminated for the convenience of the Contractor only in the event the NNSA terminates the prime contract for the Government's convenience in whole or part, provided such partial termination relates to the work to be performed by the protective force contractor under the subcontract or in the event of such action (termination for the convenience of the protective force contractor's efforts) is formally recommended to the prime by the Government. Notwithstanding the foregoing, a subcontract entered into pursuant to this clause may be terminated for the convenience of the prime contractor in whole or in part with the protective force contractor's consent.

End of Clause