

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. A021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy, NNSA Nevada Site Office P.O. Box 98518 Las Vegas, NV 89193-8518		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PAI Corporation 116 Milan Way Oak Ridge, TN 37830			(√)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-07NA99344
				10B. DATED (SEE ITEM 13) 12/07/06
CODE	FACILITY CODE			

**EXECUTED
COPY**

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):

See Schedule on Page 2

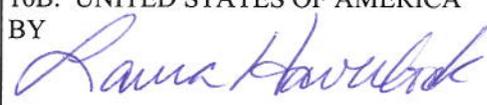
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	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, 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) Clause FAR 52.243-02, Changes – Cost Reimbursement (AUG 1987) – Alternate I (APR 1984)

E. IMPORTANT: Contractor is, **X** is not, 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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Doan L. Phung, President		16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Laura Haverlock, Contracting Officer	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/10/09	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 9/21/09

This modification is issued to incorporate the following changes as a result of the descope to the statement of work for the deletion of the requirement to fulfill the physical fitness trainers.

1. The total contract value is changed from \$25,326,129.00 to \$23,083,339.00. A decrease of \$2,242,790.00.
2. The base period value is changed from \$14,661,034.00 to \$14,425,043.00. A decrease of \$235,991.00. Replace B-1 in its entirety with the attached B-1.
3. The First option period value is changed from \$5,248,462.00 to \$4,261,981.00. A decrease of \$986,481.00. Replace B-1 in its entirety with the attached B-1.
4. The Second option period value is changed from \$5,416,634.00 to \$4,396,315.00. A decrease of \$1,020,319.00. Replace B-2 in its entirety with the attached B-2.
5. Replace B-3 in its entirety with the attached B-3.
6. Replace C-1 in its entirety with the attached C-1 as it incorporates the revised SOW dated August 20, 2009
7. Replace J-1 in its entirety with the attached J-1 as it incorporates the revised SOW dated August 20, 2009
8. Replace the SOW incorporated at award with the revised SOW dated August 20, 2009

This agreement releases all parties from future claims and disputes and is considered final. As a result the following is provided to summarize negotiations and the revisions are being made.

Part I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

BASE PERIOD

0001 1 EST
Lot EST \$14,425,043.00

Noun: SECURITY SYSTEM SERVICES
NSN: N - Not Applicable
Contract type: R - COST PLUS FIXED FEE
Inspection: ORIGIN
Acceptance: ORIGIN
FOB: ORIGIN

Descriptive Data:

The contractor shall perform services as required and specified in the Statement of Work entitled "Security System Services," dated May 2005, in Part III, Section J, at Attachment J-1. The period from December 8,2006 to December 31,2006 shall be the contractor transition period. The period from January 1,2007 to December 7,2009 shall be the base period.

Transition Period Estimated Cost: \$141,949.00 (no fee)
Basic Period Estimated Cost: \$13,390,672.00
Basic Period Fixed Fee: \$892,421.00
Total Estimated Cost Plus Fixed Fee: \$14,425,043.00

0002 NSP

Noun: SECURITY SYSTEM SERVICES DATA
ACRN: U
Contract type: R - COST PLUS FIXED FEE
Start Date: ASREQ
Completion Date: ASREQ

Descriptive Data:

The Contractor will deliver data in accordance with the Reporting Requirements Checklist in Part III, Section J, Attachment J-2.

Part I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

OPTION PERIOD 1

0003 OPTION CLIN (service)

Noun: OPTION 1 - SECURITY SYSTEM SERVICES

Descriptive Data:

OPTION PERIOD 1 - DECEMBER 8,2009 TO DECEMBER 7,2010

The contractor shall perform services as required and specified in the Statement of Work entitled "Security System Services," dated May 2005, in Part III, Section J, at Attachment J-1 for the Option period listed above.

Estimated Cost: \$3,990,281.00

Fixed Fee: \$271,700.00

Total Estimated Cost Plus Fixed Fee: \$4,261,981.00

0004 OPTION CLIN (service)

Noun: OPTION 1 - SECURITY SYSTEM SERVICES DATA

Descriptive Data:

OPTION PERIOD 1 - DECEMBER 8,2009 TO DECEMBER 7,2010

The Contractor will deliver data in accordance with the Reporting Requirements Checklist in Part III, Section J, Attachment J-2 during the Option Period 1 identified above.

OPTION PERIOD 2

0005 OPTION CLIN (service)

Noun: OPTION 2 - SECURITY SYSTEM SERVICES

Descriptive Data:

OPTION PERIOD 2 - DECEMBER 8,2010 TO DECEMBER 7,2011

The contractor shall perform services as required and specified in the Statement of Work entitled "Security System Services," dated August 20, 2009, in Part III, Section J, at Attachment J-1 for the Option period specified above.

Estimated Cost: \$4,116,424.00

Fixed Fee: \$279,891.00

Total Estimated Cost Plus Fixed Fee: \$4,396,315.00

0006 OPTION CLIN (service)

Noun: OPTION 2 - SECURITY SYSTEM SERVICES DATA

Descriptive Data:

OPTION PERIOD 2 - DECEMBER 8,2010 TO DECEMBER 7,2011

The Contractor shall deliver data in accordance with the Reporting Requirements Checklist in Part III, Section J, Attachment J-2 during the Option Period 2 identified above.

Part I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

B.01 ITEMS BEING ACQUIRED (JUL 2004)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, performance as required and described in the Part III, Section J, Attachment J-1, Statement of Work for Security System Services, dated August 20, 2009

B.02 ESTIMATED COST AND FIXED-FEE (JUN 2003)

(a) Pursuant to the FAR Clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract is:

(1) Transition Period (December 8,2006 through December 31,2006) Estimated Cost: \$141,949.00. The transition period will be on a cost-reimbursement basis with no fee paid.

(2) Basic Performance Period (January 1,2007 through December 7,2009) Estimated Cost: \$13,532,622.00.

(b) The fixed fee for this contract, as contemplated by FAR Clause 52.216-8, entitled "Fixed Fee," is \$892,421.00. The fixed fee shall be paid pursuant to the terms of this clause.

(c) The total estimated cost plus fixed fee amount of this contract is \$14,425,043.00

(d) Pursuant to the FAR Clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$12,262,865.00. It is estimated that this amount is sufficient to cover performance through October 15,2009.

B.03 OPTION(S) TO EXTEND THE TERM OF THE CONTRACT (JUN 2003)

The Contractor agrees that performance during any option period shall be accomplished within that option period's total estimated cost and fee as set forth below:

FIRST OPTION PERIOD

Option Term: 12 Months (December 8,2009 to December 7,2010)

Estimated Cost: \$3,990,281.00

Fixed Fee: \$271,700.00

Total Estimated Cost Plus Fixed Fee: \$4,261,981.00

SECOND OPTION PERIOD

Option Term: 12 Months (December 8,2010 to December 7,2011)

Estimated Cost: \$4,116,424.00

Fixed Fee: \$279,891.00

Total Estimated Cost Plus Fixed Fee: \$4,396,315.00

PART I - THE SCHEDULE
SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.01 STATEMENT OF WORK (JUL 2004)

The Statement of Work (SOW) for this contract is incorporated herein as Part III, Section J, Attachment J-1, Revised dated August 20, 2009.

C.02 REPORTS (JUL 2004)

The Contractor shall prepare and submit the recurring plans and reports in accordance with the "Reporting Requirements Checklist" as listed in Part III, Section J, Attachment 5-2. NNSA reserves the right to request additional reports or to modify reports at any time.