

0055 See Block 16C

6. ISSUED BY CODE 05047 7. ADMINISTERED BY (If other than Item 6) CODE

NNSA Production OFC
NA-00-NPO
301 Bear Creek Road
P.O. Box 2050
Oak Ridge TN 37830

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

CONSOLIDATED NUCLEAR SECURITY LLC
Attn: RICHARD DUNN
301 BEAR CREEK RD
OAK RIDGE TN 37831

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001942

10B. DATED (SEE ITEM 13) 01/08/2013

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: \$287,039,143.90

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:

D. OTHER (Specify type of modification and authority)
X DEAR 970.5232-4, Obli of Funds; B-2(a)(2)(ii) Perf Inct Fee

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.)

The purpose of this modification is to account for Performance Incentive Fee earned to date, update CLIN 0001B, and obligate incremental funding to CLIN 0001B and CLIN0002 in the contract.

See page 2.

FOB: Destination

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)
Christopher M. Duran

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
(Signature of person authorized to sign) (Signature of Contracting Officer) 1/29/2016

1. In accordance with the contract clauses B-2(a)(2)(ii), the contractor is to be paid Performance Incentive Fee for accomplishments under the Performance Evaluation Plan. During the performance period 1 July 2014 through 30 September 2015, the contractor earned \$11,431,627 in Performance Incentive Fee. The total available performance incentive fee for the period is \$19,966,500. The total unearned fee amount for the same period of performance is \$8,534,873. In accordance with the contract clause B-2(a)(6), the unearned fee will no longer be available under this contract and the associated funds will be deobligated from the contract and reinvested in the Nuclear Security Enterprise.

2. Based on the results of the Performance Evaluation Plan for the performance period 1 July 2014 through 30 September 2015, the contract CLIN 0001B BASE TERM (1 JUL 2014 – 30 JUN 2019) is replaced in its entirety as follows:

CLIN 0001B BASE TERM (1 JUL 2014 – 30 JUN 2019)

Services being Acquired under this CLIN: The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, material, supplies, and services, (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to effectively, efficiently, and safely complete all work in accordance with Section J, Appendix A, Statement of Work, except for the work covered by CLIN 0001H and CLIN 0002. The fee available is:

Performance Period	Fixed Fee (FF)	Available Performance Incentive Fee (PIF)	Total Available Fee (FF + PIF)	Total Fee Earned	Estimated Cost Savings Incentive	CSIF Earned
1 Jul 2014 – 30 Sep 2015	\$29,949,750	\$19,966,500	\$49,916,250	\$41,381,377	\$21,439,000	
1 Oct 2015 – 30 Sep 2016	NA	\$39,933,000	\$39,933,000		\$42,104,000	
1 Oct 2016 – 30 Sep 2017	NA	\$39,933,000	\$39,933,000		\$46,831,000	
1 Oct 2017 – 30 Sep 2018	NA	\$39,933,000	\$39,933,000		\$42,476,000	
1 Oct 2018 – 30 Jun 2019	NA	\$29,949,750	\$29,949,750		\$26,962,000	

[*Performance Period 1 Jul 2014 – 30 Sep 2015 is a 15 month period of performance and Performance Period 1 Oct 2018 – 30 Jun 2019 will be a 9 month period of performance to align with the fiscal year.]”

3. The contract clause B-5 OBLIGATION OF FUNDS is replaced as follows:

Pursuant to this Contract's Section I Clause entitled, "DEAR 970.5232-4, Obligation of Funds," the total amount obligated by the Government with respect to this Contract is:

	Transition Term	Base Term		
		M&O CLIN 0001B	WFO CLIN 0001H	UPF CLIN 0002
Funds Obligated in Contract through Modification No. 0054	\$22,600,000	\$2,609,433,430.20	\$48,184,720.59	\$615,881,536.33
Funds obligated by this Modification No. 0055 (CLIN0001B and CLIN0002):	\$0	\$220,898,366.90	\$0	\$66,140,777.00
Total Funds Obligated through Modification No. 0055:	\$22,600,000	\$2,830,331,797.10	\$48,184,720.59	\$682,022,313.33
Total Funds Obligated to the Contract Since Inception of Contract:		\$3,583,138,831.02		

The expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which the DOE/NNSA may legally spend for such purposes.