

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. M002		3. EFFECTIVE DATE 1/21/09	4. REQUISITION/PURCHASE REQ. NO. 10-08-367	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (if other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WACKENHUT SERVICES, INCORPORATED 7121 FAIRWAY DR STE 301 PALM BEACH GARDENS FL 334183766		CODE 073891921	FACILITY CODE	(X) 9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS07F5548P NRC-DR-10-08-367 Modification No. 2
				10B. DATED (SEE ITEM 13) 04-01-2008

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) Not applicable to this procurement
DUNS# 073891921 FFS# ADM-08-367

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

(X)	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) Mutual Agreement Between Both Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return ² copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Contract NRC-DR-10-08-367 is hereby modified as follows:

The Nuclear Regulatory Commission's "Drug Free Workplace Testing: Unescorted Access to Nuclear Facilities, Access to Classified Information or Safeguards Information, or Performing in Specially Sensitive Position" clause is hereby incorporated into the contract. The incorporation of this clause shall not increase costs to the NRC. See attachment one (1) for a copy of the clause.

Both the NRC and WSI agreed to the implementation of this clause via e-mail on January 21, 2009.

All other terms and conditions shall remain unchanged.

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) Michael D. Ebert Vice President, Business Management		10A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey L. McDermott Contracting Officer	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 2-20-09	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 2/20/09

Attachment #1

"Drug Free Workplace Testing: Unescorted Access to Nuclear Facilities, Access to Classified Information or Safeguards Information, or Performing in Specially Sensitive Positions."

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" (copy enclosed).

(End of Clause)