

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 0035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (If applicable)
6. ISSUED BY NNSA/Contracts & Procurement Div. U.S. Department of Energy Contracts and Procurement Division P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001	7. ADMINISTERED BY (If other than Item 6) NNSA/Contracts & Procurement Div. U.S. Department of Energy Contracts and Procurement Division P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05001
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G4S GOVERNMENT SOLUTIONS INC Attn: MIKE GALLAGHER 7121 FAIRWAY DRIVE, SUITE 301 PALM BEACH GARDENS FL 334183766		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 073891921	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO DE-NA0001435	10B. DATED (SEE ITEM 13) 12/21/2011

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 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.)

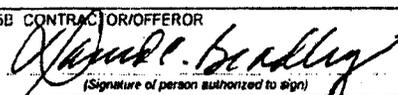
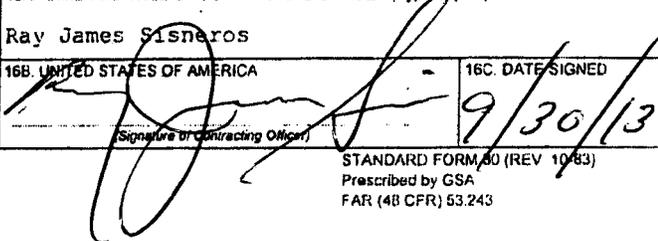
This modification provides for a complete and equitable adjustment to the contract for the Lieutenant (LT) Wage Rate Changes Request for Equitable Adjustment (REA) dated February 6, 2013, and updated July 10, 2013, and revises the contract as a result.

(Continued)

FOB: Destination

Period of Performance: 01/01/2012 to 12/31/2014

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) David C. Bradley Sr. Vice President & Executive General Mgr.	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ray James Sisneros
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/30/13
15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15C. DATE SIGNED 9/30/13

CONTRACT SPECIALIST

RAY JAMES SISNEROS

United States Department of Energy  
 NNSA Contracts and Procurement Division  
 Attn: Ray James Sisneros, Bldg 388 / NA-APM-124.2  
 P. O. Box 5400  
 Albuquerque, NM 87185-5400

Phone: 505-845-5677  
 EMail: ray.sisneros@nnsa.doe.gov

CONTRACTING OFFICER'S REPRESENTATIVE

RAEFORD L., JR PHIFER  
 Phone: 702-295-3104  
 EMail: phiferr@nv.doe.gov

<b>DOLLAR TOTALS</b>	<b>PRIOR AMOUNT</b>	<b>CURRENT CHANGE</b>	<b>TOTAL AMOUNT</b>
<b>Award Value</b>	\$ 141,449,628.04	\$ 0.00	\$ 141,449,628.04
<b>Funding Obligation</b>	\$ 82,406,288.68	\$ 0.00	\$ 82,406,288.68

BLOCK 14 CONTINUATION

This modification provides for a complete and equitable adjustment to the contract for the Lieutenant (LT) Wage Rate Changes Request for Equitable Adjustment (REA) dated February 6, 2013, and updated July 10, 2013, and revises the contract as a result.

(Continued)

Accordingly,

1. This modification recognizes a complete and equitable settlement for the LT Wage Rate Changes REA dated February 6, 2013, and updated July 10, 2013, for an estimated cost amount of \$235,672. This settlement shall not result in an increase in the total value of the basic contract. The settlement amount will be recognized by an increase in the Labor CLINs for the Base Period, Option I, and Option II with a corresponding decrease in the Other Direct Costs (ODCs) CLINs for the Base Period, Option I, and Option II as follows:

Contract Period	Labor CLIN	CLIN Increase	ODCs CLIN	CLIN Decrease	Net Result
Base Period	0001	\$ 110,167	0002	\$ (110,167)	\$ -
Option I	1001	\$ 62,773	1002	\$ (62,773)	\$ -
Option II	2001	\$ 62,732	2002	\$ (62,732)	\$ -
Total		\$ 235,672		\$ (235,672)	\$ -

2. The amount obligated on this contract remains unchanged at \$82,406,288.68.

3. The total Face Value of the Basic Contract remains unchanged at \$141,449,628.04.

4. Revise Section B CLINs 0001, 0002, 1001, 1002, 2001, and 2002 as follows (as described in Item 1 above):

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Security Protective Force and Systems Services**

**0001** CLIN Change \$113,244,381.04  
**NTE +\$110,167.00**

*Noun:* Lot SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES - BASE PERIOD

*Total Quantity:* 1

*New Total Item Amount:* \$113,244,381.04

*Contract type:* R - COST PLUS AWARD FEE

*Inspection:* DESTINATION

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

**The Contractor shall perform services as required and specified in the Statement of Work (SOW) entitled "Security Protective Force and Systems Services", dated 3 June 2011, in Part III, Section J, at Attachment J-1. The Contractor shall deliver data and submit reports, not separately priced, in accordance with the Reporting Requirements Checklist at Part III, Section J, Attachment J-2. Amounts billed under this CLIN are only for Direct Productive Labor Hour Rates as specified in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10, and Unpredicted Overtime DPLH Rates listed at Clause NNS-B-1016 entitled "Overtime". Total amounts billed under this CLIN shall not exceed the "Not-to-Exceed" (NTE) amount specified above. The Period of Performance for the Base Period is 1 January 2012 through 31 December 2014. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type.**

**As a result of the LT Wage Rate Changes REA settlement recognized in Modification 0035 the NTE amount of this CLIN is increased from \$113,134,214.04 by \$110,167.00 to \$113,244,381.04.**

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Base Period**

<b>0002</b>	CLIN Change		EST \$21,066,254.00 <b>EST -\$110,167.00</b>
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Lot  
*Noun:* OTHER DIRECT COSTS (ODCS)  
*Total Quantity:* 1  
*New Total Item Amount:* \$21,066,254.00  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

**The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Statement of Work. This is a cost-reimbursable line item and is non-fee-bearing. Amounts billed under this CLIN are only for Other Direct Costs indicated in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10 in the row entitled "Not-to-Exceed Other Direct Costs (incl. Material Handling Fee or G&A of 3.95%)." Total amounts billed under this CLIN shall not exceed the "Not-to-Exceed" (NTE) amount specified above. The Period of Performance for the Base Period is 1 January 2012 through 31 December 2014. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type.**

**As a result of the LT Wage Rate Changes REA settlement recognized in Modification 0035 the NTE amount of this CLIN is decreased from \$21,176,421 by (\$110,167) to \$21,066,254.**

**Option Period I**

<b>1001</b>	OPTION CLIN		
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*Noun:* OPTION I - SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The Contractor shall perform services as required and specified in the Statement of Work (SOW) entitled "Security Protective Force and Systems Services", dated 3 June 2011, in Part III, Section J, at Attachment J-1. The Contractor shall deliver data and submit reports, not separately priced, in accordance with the Reporting Requirements Checklist at Part III, Section J, Attachment J-2. Amounts billed under this CLIN are only for Direct Productive Labor Hour Rates as specified in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10, and Unpredicted Overtime DPLH Rates listed at Clause NNS-B-1016 entitled "Overtime". Total amounts billed under this CLIN shall not exceed the awarded "Not-to-Exceed" (NTE) amount. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period I is exercised, the Period of Performance is from 1 January 2015 through 31 December 2015 and the labor cost is estimated at \$38,992,223.00.

As a result of the LT Wage Rate Changes REA settlement recognized in Modification 0035 the NTE amount of this CLIN is increased from \$38,929,450 by \$62,773 to \$38,992,223.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Option Period I**

**1002**      OPTION CLIN

*Noun:*                                      OPTION I - OTHER DIRECT COSTS (ODCS)  
*Contract type:*                         R - COST PLUS AWARD FEE  
*Inspection:*                                DESTINATION  
*Acceptance:*                               DESTINATION  
*FOB:*                                         DESTINATION

*Descriptive Data:*

The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Statement of Work. This is a cost-reimbursable line item and is non-fee-bearing. Amounts billed under this CLIN are only for Other Direct Costs indicated in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10 in the row entitled "Not-to-Exceed Other Direct Costs (incl. Material Handling Fee or G&A of 3.95%)." Total amounts billed under this CLIN shall not exceed the awarded "Not-to-Exceed" (NTE) amount. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period I is exercised, the Period of Performance is from 1 January 2015 through 31 December 2015 and the estimated ODC cost is \$6,655,400.00.

As a result of the LT Wage Rate Changes REA settlement recognized in Modification 0035 the NTE amount of this CLIN is decreased from \$6,718,173 by (\$62,773) to \$6,655,400.

**Option Period II**

**2001**      OPTION CLIN

*Noun:*                                      OPTION II - SECURITY PROTECTIVE FORCE AND  
     SYSTEMS SERVICES  
*Contract type:*                         R - COST PLUS AWARD FEE  
*Inspection:*                                DESTINATION  
*Acceptance:*                               DESTINATION  
*FOB:*                                         DESTINATION

*Descriptive Data:*

The Contractor shall perform services as required and specified in the Statement of Work (SOW) entitled "Security Protective Force and Systems Services", dated 3 June 2011, in Part III, Section J, at Attachment J-1. The Contractor shall deliver data and submit reports, not separately priced, in accordance with the Reporting Requirements Checklist at Part III, Section J, Attachment J-2. Amounts billed under this CLIN are only for Direct Productive Labor Hour Rates as specified in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10, and Unpredicted Overtime DPLH Rates listed at Clause NNS-B-1016 entitled "Overtime". Total amounts billed under this CLIN shall not exceed the awarded "Not-to-Exceed" (NTE) amount. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period II is exercised, the Period of Performance is from 1 January 2016 through 31 December 2016 and the labor cost is estimated at \$39,697,066.00.

As a result of the LT Wage Rate Changes REA settlement recognized in Modification 0035 the NTE amount of this CLIN is increased from \$39,634,294 by \$62,772 to \$39,697,066.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Option Period II**

**2002**      OPTION CLIN

*Noun:*                      OPTION II - OTHER DIRECT COSTS (ODCS)  
*Contract type:*            R - COST PLUS AWARD FEE  
*Inspection:*                DESTINATION  
*Acceptance:*                DESTINATION  
*FOB:*                         DESTINATION

*Descriptive Data:*

The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Statement of Work. This is a cost-reimbursable line item and is non-fee-bearing. Amounts billed under this CLIN are only for Other Direct Costs indicated in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10 in the row entitled "Not-to-Exceed Other Direct Costs (incl. Material Handling Fee or G&A of 3.95%)." Total amounts billed under this CLIN shall not exceed the awarded "Not-to-Exceed" (NTE) amount. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period II is exercised, the Period of Performance is from 1 January 2016 through 31 December 2016 and the estimated ODC cost is \$6,838,409.00.

As a result of the LT Wage Rate Changes REA settlement recognized in Modification 0035 the NTE amount of this CLIN is decreased from \$6,901,181 by (\$62,772) to \$6,838,409.

5. Section J, Attachment 10G - PRICING SCHEDULE B-1 ADDENDUM, is updated and added as a result of the LT Wage Rate Changes REA settlement. The updated version of Attachment 10G - PRICING SCHEDULE B-1 ADDENDUM dated 27 SEP 2013, is attached to this modification.

6. Revise Section J - List of Attachments, to add Attachment 10G as follows:

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 10G	15	27 SEP 2013	PRICING SCHEDULE B-1 ADDENDUM

7. The parties hereby agree that this supplemental agreement establishes the consideration for the modification effected herein. The parties specifically acknowledge and agree that this supplemental agreement constitutes full satisfaction of the parties' rights to equitable adjustment, under any clause of the contract, relating specifically to the modification effected herein. Except as provided herein, all other terms and conditions of the contract, with respect to this modification, remain unchanged and in full force and effect.

--END OF MODIFICATION 0035--