

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1 CONTRACT ID CODE PAGE OF PAGES
 1 8

2 AMENDMENT/MODIFICATION NO 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ. NO 5 PROJECT NO. (if applicable)
 007 06/21/2012

6 ISSUED BY CODE 7 ADMINISTERED BY (if other than item 5) CODE
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NNSA Service Center
 U.S. Department of Energy
 Office of Business Services
 P.O. Box 5400
 Albuquerque NM 87185-5400

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

G4S GOVERNMENT SOLUTIONS INC
 Attn: MIKE CALLAGHER
 7121 FAIRWAY DRIVE, SUITE 301
 PALM BEACH GARDENS FL 334183766

9B DATED (SEE ITEM 11)
 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 data, 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 FAR Clause 52.243-2 entitled Changes -- Cost Reimbursement (Alternate I - APR 1994)
 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.)
 FOR: 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, remain 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)
 David C. Bradley, SVP/IGM Larry P. Veitman

15B CONTRACTING OFFICER 15C DATE SIGNED 15D UNITED STATES OF AMERICA 15E DATE SIGNED
 [Signature] 6/21/12 [Signature] 06/21/2012

CONTRACT SPECIALIST

LARRY VELTMAN

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

Phone: 505-845-4847
 EMail: larry.veltman@nnsa.doe.gov

CONTRACTING OFFICER'S REPRESENTATIVE

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

DOLLAR TOTALS	PRIOR AMOUNT	CURRENT CHANGE	TOTAL AMOUNT
Award Value	\$ 138,036,483.00	\$ 1,889,479.00	\$ 139,925,962.00
Funding Obligation	\$ 28,160,882.16	\$ 0.00	\$ 28,160,882.16

BLOCK 14 CONTINUATION

The purpose of this supplemental agreement is to increase the DPLH under the base period, incorporate a revised Pricing Schedule B-1, change the Lockheed Martin Program Manager, and change the Contracting Officer. The following is the obligation breakdown:

PREVIOUS OBLIGATION AMOUNT: \$28,160,882.16
 AMOUNT OBLIGATED ON THIS MOD: \$0.00
 NEW TOTAL OBLIGATED AMOUNT: \$28,160,882.16

SCHEDULE OF CHANGES

A. The purpose of this Supplemental Agreement is to increase the DPLH associated with CLIN 0001 under the 3-year base period of the contract, incorporate a revised Pricing Schedule B-1 at Attachment J-10, change the Lockheed Martin Program Manager on the Key Personnel list referenced under NNSA Clause NNS-H-1007, and officially change the Contracting Officer as specified under NNSA Clause NNS-G-1003.

B. The **Total Contract Value** for the 3-Year Base Period is hereby changed from **\$138,036,483.00** to now read **\$139,925,962.00**, an *increase* of **\$1,889,479.00**.

C. The **Total Amount Obligated** against the contract remains unchanged at **\$28,160,882.16**.

D. The following CLIN changes are hereby incorporated into Section B:

CLIN 0001 Section B: CLIN value is hereby changed from **\$109,721,069.00** to now read **\$111,610,548.00**, an *increase* of **\$1,889,479.00**.

CLIN 2003 Section B:

CLIN Description is hereby changed to read: The total available award fee is determined in accordance with Section H, Clause DOE-H-1017. Award Fee will be paid in accordance with Section H, Clause NNS-H-1030. 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. Award Fee amounts for the second option period have been realigned to coincide with the Fiscal Years and will cover periods of performance as follows:

5th Award Fee Period:	1 January 2016 - 30 September 2016 - NTE:	\$1,900,550.00 (Partial)
6th Award Fee Period:	1 October 2016 - 31 December 2016 - NTE:	\$633,517.00
Total Award Fee - Option Period No. 2 - NTE:		\$2,534,067.00

In accordance with Clause NNS-H-1030 entitled "Provisional Payment of Award Fee":

For the 5th Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$1,900,550 = \$211,172.22 (30\%) = \$63,351.67$.

For the 6th Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$633,517 = \$211,172.33 (30\%) = \$63,351.69$.

E. The following clauses are hereby changed/updated in Section B:

NNS-B-1007 CONTRACT TYPE: COST-PLUS-AWARD-FEE (Nov 2009)

The contract type is a Modified Cost Plus Award Fee (CPAF). The CPAF aspect of the contract is modified from the usual definition by providing reimbursement of labor costs for hours worked through billing of pre-determined, non-fee-bearing fixed labor rates, inclusive of estimated overhead. In accordance with FAR 52.216-7, Allowable Cost and Payment (DEC 2002) (Deviation), actual labor costs incurred shall not be the basis for labor cost reimbursement under this modified CPAF contract.

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

(a) The total estimated cost including base period and all options (if exercised), excluding award fee of this contract is: **\$223,671,940.00**.

(b) The total maximum award fee for the base period and all options (if exercised) for this contract is: **\$12,172,726.00**.

SCHEDULE OF CHANGES

(c) The total estimated ceiling price for this contract is: **\$235,844,666.00.**

(End of Clause)

NNS-B-1017 OPTION PERIODS (Mar 2011)

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

OPTION PERIOD I: January 1, 2015 through December 31, 2015

Option Term: 12 Months
 Estimated Cost: \$44,998,151.00
 Award Fee: \$ 2,499,666.00
 Total Ceiling Price: \$47,497,817.00

OPTION PERIOD II: January 1, 2016 through 31 December 2016

Option Term: 12 Months
 Estimated Cost: \$45,886,819.00
 Award Fee: \$ 2,534,067.00
 Total Ceiling Price: \$48,420,886.00

(End of Clause)

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

Security Protective Force and Systems Services

0001	CLIN Change		\$111,610,548.00
		Lot	NTE +\$1,889,479.00

Noun: SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES - BASE PERIOD

Total Quantity: 1

New Total Item Amount: \$111,610,548.00

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.

SCHEDULE OF CHANGES

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

1001 OPTION CLIN

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 \$38,279,979.00.

SCHEDULE OF CHANGES

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

2003 OPTION CLIN

Noun: OPTION II - AWARD FEE
Contract type: R - COST PLUS AWARD FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

The total available award fee is determined in accordance with Section H, Clause DOE-H-1017. Award Fee will be paid in accordance with Section H, Clause NNS-H-1030. 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. Award Fee amounts for the second option period have been realigned to coincide with the Fiscal Years and will cover periods of performance as follows:

5th Award Fee Period: 1 January 2016 - 30 September 2016 - NTE: \$1,900,550.00
(Partial)

6th Award Fee Period: 1 October 2016 - 31 December 2016 - NTE: \$633,517.00

Total Award Fee - Option Period No. 2 - NTE: \$2,534,067.00

In accordance with Clause NNS-H-1030 entitled "Provisional Payment of Award Fee":

For the 5th Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$1,900,550 = \$211,172.22 (30\%) = \$63,351.67$.

For the 6th Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$633,517 = \$211,172.33 (30\%) = \$63,351.69$.

SCHEDULE OF CHANGES

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0001		1	31 Dec 2014
	<i>Noun:</i>	SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES - BASE PERIOD	
	<i>ACRN:</i>	9	
	<i>Descriptive Data:</i>	The Period of Performance for the Base Period is 1 January 2012 - 31 December 2014.	

F. The following changes/updates are hereby incorporated into Section G:

NNS-G-1003 CONTRACTING OFFICER AND CONTRACT SPECIALIST INFORMATION (Jun 2011)

Contact the Contract Specialist and/or Contracting Officer stated below for all administrative matters:

Contract Specialist: Larry P. Veltman
 Phone: (505) 845-4847
 E-Mail Address: Larry.Veltman@nnsa.doe.gov
 Mailing Address: NNSA/BSD/FAB/SSS
 P.O. Box 5400

Contracting Officer: Larry P. Veltman
 Phone: (505) 845-4847
 E-Mail Address: Larry.Veltman@nnsa.doe.gov
 Pennsylvania & H Street, Bldg. 20388
 KAFB, NM 87185-5400

(End of Clause)

G. The following clauses are hereby changed/updated in Section H:

DOE-H-1017 AWARD FEE (Nov 2009)

(a) The Award Fee Plan is located at Section J, Attachment J-12 and is unilaterally established by the Government.

(b) The fixed, billable hourly labor rates on this contract exclude fee or profit. The only fee/profit the contractor may earn on this contract shall be award fee which shall be awarded to the contractor in accordance with this clause. The lesser of 30% of the award fee pool or 3% of the award fee labor allocation base for each period shall be paid to the contractor for meeting minimum satisfactory award fee criteria (i.e. for obtaining an overall award fee rating of "Satisfactory" in accordance with the Award Fee Plan). Additional award fee for exceeding satisfactory award fee criteria for each award fee period shall be paid in accordance with the Award Fee Plan.

(c) Beginning on the award date of this contract, the Government shall evaluate the Contractor performance on an annual basis for a determination of the award fee earned by the Contractor.

(d) The Contractor may earn a minimum award fee of \$0 and a maximum award fee of \$12,172,726.00 during the term of the contract. The DOE Fee Determination Official (FDO) shall determine the earned portion of the maximum award fee allocable to each performance period for award.

(e) The Contractor agrees that the evaluation of the Contractor's performance and the determination as to the amount of award fee earned will be made by the FDO, in accordance with the Award Fee Plan. The Contractor shall be advised in writing of the determination and of the reasons why the award fee was earned or why it was not earned, if the latter is applicable.

SCHEDULE OF CHANGES

(f) The Contracting Officer will issue a unilateral contract modification when the award fee, if any, has been determined by the FDO. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the contract modification, the Contractor may submit a public voucher for payment of the remaining earned award fee for which the contractor has not yet been paid in accordance with clause NNS-H-1030 - PROVISIONAL PAYMENT OF AWARD FEE (MAY 2011) for the period evaluated.

(g) Award fee denied in one period will not be made available during a subsequent award fee period.

(h) In the event of contract termination, in whole or in part, the amount of the award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the FDO.

(End of clause)

NNS-H-1007 KEY PERSONNEL (Nov 2009)

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

NAME	TITLE
David Bradley	Program Manager
Martin Glasser	Deputy Program Manager
Richard Rayhill	Director, Technical Services & Support

Key Personnel are dedicated full-time to this contract.

(b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

(End of clause)

H. The parties 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.