

2. AMENDMENT/MODIFICATION NO. 009	3. EFFECTIVE DATE 09/26/2012	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE 05001		7. ADMINISTERED BY (If other than Item 6) CODE 05001	

NNSA Service Center U.S. Department of Energy Office of Business Services P.O. Box 5400 Albuquerque NM 87185-5400	NNSA Service Center U.S. Department of Energy Office of Business Services P.O. Box 5400 Albuquerque NM 87185-5400
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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)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001435  10B. DATED (SEE ITEM 13) 12/21/2011
CODE: 073891921      FACILITY CODE	

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 9 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:      \$1,566,000.00  
See Schedule

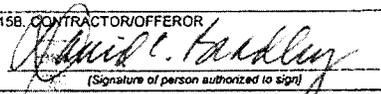
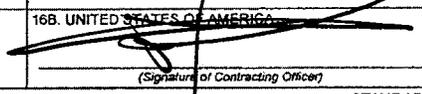
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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: FAR Clause 52.243-2 entitled "Changes -- Cost Reimbursement (Alternate I - Apr 1984)
	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.)  
 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) D. C. Bradley, Sr. VP & General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Larry P. Veltman
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 09/26/12
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 09/26/2012

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
<b>Award Value</b>	\$ 139,852,693.20	\$ 1,390,182.43	\$ 141,242,875.63
<b>Funding Obligation</b>	\$ 37,313,382.16	\$ 1,566,000.00	\$ 38,879,382.16

BLOCK 14 CONTINUATION

The purpose of this supplemental agreement is to provide for incremental funding and increase the overall contract value as a result of a negotiated price adjustment, incorporating a revised B-1 Pricing Schedule and Schedule B-1a addendum to the Pricing Schedule. The following is the obligation breakdown:

PREVIOUS OBLIGATION AMOUNT: \$37,313,382.16  
 AMOUNT OBLIGATED ON THIS MOD: \$1,566,000.00  
 NEW TOTAL OBLIGATED AMOUNT: \$38,879,382.16

SCHEDULE OF CHANGES

A. The purpose of this supplemental agreement is to provide for incremental funding and increase the overall contract value by **\$2,752,105.51** as a result of price adjustment negotiations resulting from previously conducted CBA renegotiations in July 2012. As a result of this increase, the previous Pricing Schedule B-1, revised under Modification #007, at Attachment J-10 is hereby replaced under this executed modification. No change will be incorporated into Year 1 of the 3-year Base Period on the schedule. In lieu of incorporating those changes, an addendum B-1a (Attachment J-10B) to the Pricing Schedule is incorporated, reflecting those negotiated rate changes for the period covering 2 July 2012 through 31 December 2012. This addendum revises Years 2 - 5 but leaves those changes incorporated to Year 1 via Attachment J-10A (Mod. 008) in full force and effect.

B. The **Total Contract Value** for the 3-Year Base Period is hereby changed from **\$139,852,693.20** to now read **\$141,242,875.63**, an **increase** of **\$1,390,182.43**.

C. The **Total Contract Value** for the full 5-Year Contract Period is hereby changed from **\$235,707,600.12** to now read **\$238,459,705.63**, an **increase** of **\$2,752,105.51**.

D. The **Total Amount Obligated** against the contract is hereby changed from **\$37,313,382.16** to now read **\$38,879,382.16**, an **increase** of **\$1,566,000.00**.

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

**CLIN 0001 Section B:**

Unit Price: Is hereby changed from \$111,537,279.20 to now read **\$112,927,461.63**, an increase of **\$1,390,182.43**.

Total Amount is increased by **\$1,390,182.43**

**CLIN 000113 Section B: ACRN AN** is hereby established in the amount of **\$1,566,000.00**.

**CLIN 1001 Section B:**

CLIN Description is hereby changed to: 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 **\$38,929,450.00**.

**CLIN 2001 Section B:**

CLIN Description is hereby changed to: 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 **\$39,634,294.00**.

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

**NNS-B-1001 IMPLEMENTATION OF LIMITATION OF FUNDS (Nov 2009)**

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and allotted to this contract for CLIN(s) 0001 through 0003 is **\$38,879,382.16**. It is estimated that this amount is sufficient to cover performance through **15 October 2012**.

**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: **\$226,286,979.63**.

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

(c) The total estimated ceiling price for this contract is: **\$238,459,705.63**.

(End of Clause)

**NNS-B-1011 ITEMS BEING ACQUIRED (Mar 2011)**

(a) 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, providing physical protection of critical security interests as set forth in the Statement of Work (SOW) in Part III, Section J, Attachment J-1.

(b) Hourly Rates: The Labor Rate/Pricing Schedule B-1 at Part III, Section J, Attachment J-10, J-10A, & J-10B include fully-burdened composite hourly labor rates(excluding fee) for each proposed Direct Productive Labor Hour (DPLH) labor category. Fully burdened rates include all labor-related costs, unless specifically excepted by the terms of the contract. The performance periods cited represent the base contract period and the optional performance periods that may be exercised unilaterally by the Government.

(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: **\$45,647,623.00**  
Award Fee: **\$ 2,499,666.00**  
Total Ceiling Price: **\$48,147,289.00**

SCHEDULE OF CHANGES

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

Option Term: 12 Months  
 Estimated Cost: **\$46,535,474.00**  
 Award Fee: \$ 2,534,067.00  
 Total Ceiling Price: **\$49,069,541.00**

(End of Clause)

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		\$112,927,461.63
		Lot	<b>NTE +\$1,390,182.43</b>

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

*Total Quantity:* 1

*New Total Item Amount:* \$112,927,461.63

*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.

**Funding Info Only**

000113	CLIN Establish		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AN	+\$1,566,000.00
	<i>PR/MIPR:</i>	12NA002657	\$1,000,000.00
		12NA002798	\$566,000.00

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 \$38,929,450.00.

**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 \$39,634,294.00.

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.	

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

**ACRN AN**

PR Total Amount: Is hereby increased by **\$1,566,000.00**

PR No: **12NA002657** added for **\$1,000,000.00**.

PR No: **12NA002798** added for **\$566,000.00**.

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
<b>AN</b>	ACRN Establish	\$1,566,000.00
00922.2012.01.100260.25231.1721310.0000000.1034433.0000000.000000		
	<i>New ACRN Amount:</i>	\$1,566,000.00
	<i>Funding breakdown:</i>	On CLIN 000113: +\$1,566,000.00
	<i>PR/MIPR:</i>	12NA002657 \$1,000,000.00
		12NA002798 \$566,000.00

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.