

2. AMENDMENT/MODIFICATION NO. 011 3. EFFECTIVE DATE 10/04/2012 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY 05001 CODE 7. ADMINISTERED BY (if other than item 5) 05001 CODE

NNSA Service Center
U.S. Department of Energy
Office of Business Services
P.O. Box 5400
Albuquerque NM 87185-5400

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U.S. Department of Energy
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P.O. Box 5400
Albuquerque NM 87185-5400

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

9A. AMENDMENT OF SOLICITATION NO. (x)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0001435 (x)

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. Offer 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: FAR 52.103(a) and FAR Clause 52.232-22 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 UCP 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) David C. Bradley, SVP/GM 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Larry P. Veltman

15B. CONTRACTOR/OFFEROR David C. Bradley 15C. DATE SIGNED 10/4/12 15D. UNITED STATES OF AMERICA [Signature] 16C. DATE SIGNED 10/04/2012

(Signature of person authorized to sign) (Signature of Contracting Officer)

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	\$ 141,242,875.63	\$ 206,752.41	\$ 141,449,628.04
Funding Obligation	\$ 38,867,464.30	\$ 0.00	\$ 38,867,464.30

BLOCK 14 CONTINUATION

The purpose of this Supplemental Agreement is to increase the Year-1 contract value due to an increase to the Direct Productive Labor Hours to the Lieutenant SRT and Lieutenant labor categories through the incorporation of an addendum B-1c to the Pricing Schedule. The following is the obligation breakdown:

PREVIOUS OBLIGATION AMOUNT: \$38,867,464.30
 AMOUNT DE-OBLIGATED ON THIS MOD: \$0.00
 NEW TOTAL OBLIGATED AMOUNT: \$38,867,464.30

A. The purpose of this Supplemental Agreement is to increase the Year-1 and overall base period contract value by \$206,752.41 due to an increase in DPLH for the Lieutenant SRT and Lieutenant labor categories in support of the NSO/NNSS under the ProForce and Systems Services Contract. This increase is a result of the Secretary of Energy directed HSS Assessment of all CAT I facilities at the NSO, requiring additional training and preparation by both positions to comply with this directive.

B. The **Total Contract Value** for the 3-Year Base Period is hereby changed from **\$141,242,875.63** to now read **\$141,449,628.04**, an increase of **\$206,752.41**.

C. The **Total Contract Value** for the full 5-Year Contract Period is hereby changed from **\$238,459,705.63** to now read **\$238,666,458.04**, an increase of **\$206,752.41**.

D. The **Total Amount Obligated** against the contract remains unchanged at **\$38,867,464.30**.

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

CLIN 0001 Section B:

Unit Price is hereby changed from **\$112,927,461.63** to **\$113,134,214.04**, an increase of **\$206,752.41**.

Total Amount is hereby increased by **\$206,752.41**.

F. 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: **\$226,493,732.04**.

(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: **\$238,666,458.04**.

(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 & J-10c** 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)

SCHEDULE OF CHANGES

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		\$113,134,214.04
		Lot	NTE +\$206,752.41

Noun: SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES - BASE PERIOD

Total Quantity: 1

New Total Item Amount: \$113,134,214.04

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.

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
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0001		1	31 Dec 2014
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Noun: SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES - BASE PERIOD

ACRN: 9

Descriptive Data:

The Period of Performance for the Base Period is 1 January 2012 - 31 December 2014.

G. The following clause changes/updates are hereby incorporated in full text into Section H:

DOE-H-1050 LOBBYING RESTRICTION (CONSOLIDATED APPROPRIATIONS ACT, 2012) (Feb 2012)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of clause)

NNS-H-1021 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (May 2012)

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the Contractor shall use the DOE FOCI electronic submission system located at <https://foci.anl.gov>.

(b) New users, when registering to update information under this contract, should select "NNSA Albuquerque Complex - Acquisition and Project Management (NA-APM)" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; all FOCI documentation/forms requiring signatures, dates, and company seal (if applicable), must be printed, completed, and uploaded under the Miscellaneous Tab within the eFOCI system. NOTE: Hard copies of electronic FOCI submission package are no longer required, as indicated in the eFOCI system. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.

(End of clause)

H. The following clause updates/changes are hereby incorporated by reference into Section I:

FAR 52.204-07 CENTRAL CONTRACTOR REGISTRATION (Aug 2012)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Jul 2012)

FAR 52.230-02 COST ACCOUNTING STANDARDS (May 2012)

FAR 52.245-01 GOVERNMENT PROPERTY (Apr 2012)

FAR 52.245-09 USE AND CHARGES (Apr 2012)

FAR 52.251-01 GOVERNMENT SUPPLY SOURCES (Apr 2012)

I. The parties agree that this Supplemental Agreement establishes the consideration for the modification effected herein. The parties specifically acknowledge and agree that this bi-lateral modification 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.