

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2 AMENDMENT/MODIFICATION NO 020		3 EFFECTIVE DATE 03/14/2013	4 REQUISITION/PURCHASE REQ. NO See Schedule	1 CONTRACT ID CODE	PAGE OF PAGES 1 4
6 ISSUED BY NNSA Service Center U.S. Department of Energy Office of Business Services P.O. Box 5400 Albuquerque NM 87185-5400		CODE 05001	7 ADMINISTERED BY (If other than Item 6) NNSA Service Center U.S. Department of Energy Office of Business Services P.O. Box 5400 Albuquerque NM 87185-5400	5 PROJECT NO. (If applicable)	CODE 05001

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G4S GOVERNMENT SOLUTIONS INC Attn: MIKE CALLAGHER 7121 FAIRWAY DRIVE, SUITE 301 PALM BEACH GARDENS FL 334183766		(x)	9A AMENDMENT OF SOLICITATION NO
CODE 073891921 FACILITY CODE			9B DATED (SEE ITEM 11)
		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 Net Increase: 9419,518.97

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral IAW FAR 43.101(a) and NNSA Clause NNS-B-1001 entitled "Implementation or Limitation of Funds"

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.)
The purpose of this bilateral modification is to de-obligate FY2013 "Cash Work Transfer" funds, and provide for FY2013 "Work For Others" Incremental Funds in support of the NFO/NNSS.
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. VP & Exec. Gen Mgr.	15C DATE SIGNED 3/14/13	15B NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Larry P. Veltman	16C DATE SIGNED 03/14/2013
15B CONTRACTOR/OFFEROR <i>David C. Bradley</i> (Signature of person authorized to sign)		16B UNITED STATES OF AMERICA <i>[Signature]</i> (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
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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	\$ 141,449,628.04	\$ 0.00	\$ 141,449,628.04
Funding Obligation	\$ 56,302,425.07	\$ 419,518.97	\$ 56,721,944.04

BLOCK 14 CONTINUATION

The purpose of this bilateral modification is to provide for FY2013 "Work for Others" Incremental Funding supporting DTRA ISIS and Area 5 Mesh Network, and deobligate remaining Cash Work Transfer Funds from the Security Protective Force and Systems contract. The following is the obligation breakdown:

PREVIOUS OBLIGATION AMOUNT: \$56,302,425.07
 AMOUNT OBLIGATED ON THIS MOD: \$419,518.97
 NEW TOTAL OBLIGATED AMOUNT: \$56,721,944.04

SCHEDULE OF CHANGES

A. The purpose of this bilateral modification is to deobligate remaining FY2013 Cash Work Transfer (WFO) Funds, provide for FY2013 Incremental Funding in support of the DTRA ISIS Project and the Area 5 Mesh Network, and incorporate the approved Award Fee Plan for FY2013 at Attachment J-12 to the NFO/NNSS ProForce and Systems Services contract.

B. The **Total Contract Value** for the 3-Year Base Period remains unchanged at **\$141,449,628.04**.

C. The **Total Amount Obligated** against the contract is hereby changed from \$56,302,425.07 to now read **\$56,721,944.04**, an increase of **\$419,518.97**.

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

CLIN 000114 Section B: ACRN **AP** is hereby changed from \$159,462.77 to now read **\$145,981.74**, a decrease of **\$13,481.03**.

CLIN 000120 Section B: ACRN **AW** is hereby established in the amount of **\$412,774.07**.

CLIN 000121 Section B: ACRN **AX** is hereby established in the amount of **\$20,225.93**.

E. 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 **\$56,721,944.04**. It is estimated that this amount is sufficient to cover performance through **April 15, 2013**.

<End of Clause>

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<u>Funding Info Only</u>			
000114	CLIN Change		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AP	-\$13,481.03
	<i>PR/MIPR:</i>	13NA001133	\$49,803.00
		13NA001101	-\$63,284.03
<u>Funding Info Only</u>			
000120	CLIN Establish		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AW	+\$412,774.07
	<i>PR/MIPR:</i>	13NA001005	\$412,774.07
<u>Funding Info Only</u>			
000121	CLIN Establish		
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AX	+\$20,225.93
	<i>PR/MIPR:</i>	13NA001005	\$20,225.93

SCHEDULE OF CHANGES

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

ACRN AP:

ACRN Total Amount: Is hereby decreased by of **\$13,481.03**.

PR No: **13NA001101** is added for **-\$63,284.03**.

PR No: **13NA001133** is added for **\$49,803.00**.

ACRN AW:

ACRN is established at **\$412,774.07**.

PR No. **13NA001005** is added for **\$412,774.07**.

ACRN AX:

ACRN is established at **\$20,225.93**.

PR No. **13NA001005** is added for **\$20,225.93**.

<u>ACRN</u>	<u>Appropriation/Lmt Subhead/Supplemental Accounting Data</u>	<u>Obligation Amount</u>
AP	ACRN Change	-\$13,481.03
00922.2013.01.100260.25231.1721310.0000000.1023909.0000000.000000		
	<i>New ACRN Amount:</i> \$145,981.74	
	<i>Funding breakdown:</i> On CLIN 000114: -\$13,481.03	
	<i>PR/MIPR:</i> 13NA001101 -\$63,284.03	
	13NA001133 \$49,803.00	
AW	ACRN Establish	\$412,774.07
01055.2013.01.100260.25231.1720318.0000000.1035222.0000000.000000		
	<i>New ACRN Amount:</i> \$412,774.07	
	<i>Funding breakdown:</i> On CLIN 000120: +\$412,774.07	
	<i>PR/MIPR:</i> 13NA001005 \$412,774.07	
AX	ACRN Establish	\$20,225.93
01055.2013.01.100260.25105.1720318.0000000.1035222.0000000.000000		
	<i>New ACRN Amount:</i> \$20,225.93	
	<i>Funding breakdown:</i> On CLIN 000121: +\$20,225.93	
	<i>PR/MIPR:</i> 13NA001005 \$20,225.93	

G. 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.