

2 AMENDMENT/MODIFICATION NO 3. EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO 5. PROJECT NO. (If applicable)
 001 02/08/2012 Sec Schedule

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

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

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

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) Net Increase: \$6,763,619.00

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 43.103(a), & FAR Clauses 52.232-22 & 52.243-2.

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.)

FCB: 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 & General Manager

15B CONTRACTOR/OFFPROR (Signature of person authorized to sign) 15C DATE SIGNED 02/08/12

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Larry P. Veltman
 16B UNITED STATES OF AMERICA (Signature of Contracting Officer)
 16C DATE SIGNED 02/08/2012

CONTRACT SPECIALIST

LARRY VELTMAN

United States Department of Energy
 NNSA Business Services Division
 Attn: Larry Veltman, Bldg 388 / FAB/SSS
 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	\$ 138,029,360.00	\$ 7,123.00	\$ 138,036,483.00
Funding Obligation	\$ 1,100,000.00	\$ 6,763,619.00	\$ 7,863,619.00

BLOCK 14 CONTINUATION

The purpose of this Supplemental Agreement is to provide for FY11 & FY12 Incremental Funding, incorporate a revised DOE/NNSA Directives Listing and Award Fee Plan, and adjust the Award Fee CLIN descriptions. The following is the obligation breakdown:

PREVIOUS OBLIGATION AMOUNT: \$1,100,000.00
 AMOUNT OBLIGATED ON THIS MOD: \$6,763,619.00
 NEW TOTAL OBLIGATED AMOUNT: \$7,863,619.00

SCHEDULE OF CHANGES

A. The purpose of this Supplemental Agreement is to incorporate a revised DOE/NNSA Directives Listing at Attachment J-2 and an updated Award Fee Plan at Attachment J-12, realign the Award Fee CLINs 0003, 1003, & 2003 to correspond with fiscal year Award Fee Board convening, and to provide for FY11 & FY12 incremental funding in support of the NSO/NNSS Security Protective Force and Systems Services contract.

Additionally, for the purpose of contract correspondence and for the duration of this contract, G4S Government Solutions, Inc. will hereby be recognized as WSI (Nevada Team) in accordance with a previously approved Certificate of Business - Fictitious Firm Name between the State of Nevada/County of Nye and CEO of G4S GSI in Palm Beach Gardens, Florida. This certificate was approved on 10-10-2011 and expires on 10-10-2015. Refer to NNS-F-1001 for 'Principal Place of Performance'.

B. As a result of the Award Fee realignment, the **Total Contract Value** for the 3-Year Base Period is hereby changed from **\$138,029,360.00** to now read **\$138,036,483.00**, an increase of **\$7,123.00**.

C. The **Total Amount Obligated** against the contract is hereby changed from **\$1,100,000.00** to now read **\$7,863,619.00**, an increase of **\$6,763,619.00**

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

CLIN 000101 Section B: ACRN AA is hereby increased to **\$6,000,000.00**.

CLIN 000102 Section B: ACRN AB is hereby increased to **\$460,000.00**.

CLIN 000103 Section B: ACRN AC is hereby increased to **\$530,000.00**.

CLIN 000104 Section B: ACRN AE is hereby established at **\$693,619.00**.

CLIN 000105 Section B: ACRN AF is hereby established at **\$20,000.00**.

CLIN 000106 Section B: ACRN AG is hereby established at **\$50,000.00**.

CLIN 000201 Section B: ACRN AD is hereby increased to **\$110,000.00**.

CLIN 0003 Section B:

Unit Price: Is hereby changed from **\$7,131,870.00**, to now read **\$7,138,993.00**, an increase of **\$7,123.00**.

Total Amount: Is hereby **increased by \$7,123.00**.

CLIN Description: Is hereby changed from: 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 Period of Performance for the Base Period is from 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. Award Fee amounts for the base period are as follows:

Year 1: 1 January 2012 - 31 December 2012 - NTE: \$2,254,734.00

Year 2: 1 January 2013 - 31 December 2013 - NTE: \$2,427,696.00

Year 3: 1 January 2014 - 31 December 2014 - NTE: \$2,449,440.00

To now 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 Period of Performance for the Base Period is from 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. Award Fee amounts for the base period are realigned to coincide with the Fiscal Years and will cover periods of performance as follows:

SCHEDULE OF CHANGES

1st Award Fee Period: 1 February 2012 - 30 September 2012 - NTE: \$1,639,807.00
2nd Award Fee Period: 1 October 2012 - 30 September 2013 - NTE: \$2,427,696.00
3rd Award Fee Period: 1 October 2013 - 30 September 2014 - NTE: \$2,449,440.00
4th Award Fee Period: 1 October 2014 - 31 December 2014 - NTE: \$622,050.00 (Partial)

Total Award Fee - 3-Year Base Period - NTE: \$7,138,993.00

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

For the 1st Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$1,639,807/8 = \$204,976.00$ (30%) = \$61,492.00.

For the 2nd Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$2,427,696 = \$202,308.00$ (30%) = \$60,692.40.

For the 3rd Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$2,449,440 = \$204,120.00$ (30%) = \$61,236.00.

For the 4th Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$622,050 = \$207,350.00$ (30%) = \$62,205.00.

Total Award Fee Pool (5-Year Period) - NTE: \$12,172,725.00

CLIN 1003 Section B:

CLIN Description: Is hereby changed from: 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 I is exercised, the Period of Performance is from 1 January 2015 through 31 December 2015 and the total award fee is estimated at \$2,488,199.00.

To now 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 I is exercised, the Period of Performance is from 1 January 2015 through 31 December 2015. Award Fee amounts for the first option period have been realigned to coincide with the Fiscal Years and will cover periods of performance as follows:

4th Award Fee Period: 1 January 2015 - 30 September 2015 - NTE: \$1,866,149.00 (Partial)
5th Award Fee Period: 1 October 2015 - 31 December 2015 - NTE: \$633,517.00 (Partial)

Total Award Fee - Option Period No. 1 - NTE: \$2,499,666.00

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

For the 4th Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$1,866,149 = \$207,349.88$ (30%) = \$62,204.96.

For the 5th 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.

CLIN 2003 Section B:

CLIN Description: Is hereby changed from: 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 and the total award fee is estimated at \$2,534,067.00.

To now 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: \$1,866,149.00 (Partial)
6th Award Fee Period: 1 October 2016 - 31 December 2016 - NTE: \$633,517.00

Total Award Fee - Option Period No. 2 - NTE: \$2,534,066.00

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: \$1,866,149 = \$207,349.88 (30%) = \$62,204.96.

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 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 \$7,863,619.00**. It is estimated that this amount is sufficient to cover performance through 17 March 2012.

<end of clause>

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: **\$221,782,461.00**.

(b) The total maximum award fee for the base period and all options (if exercised) for this contract is: **\$12,172,725.00**.

(c) The total estimated ceiling price for this contract including base period, all options if exercised, and award fee is: **\$233,955,186.00**.

<end of clause>

SCHEDULE OF CHANGES

NNS-B-1013 DISTRIBUTION OF AWARD FEE (Mar 2011)

The total amount of award fee available under this contract is assigned to the following evaluation periods in the following amounts:

Evaluation Period: 2/1/2012 - 9/30/2012 (8 Months)
Potential Award Fee: \$1,639,807.00*

Evaluation Period: 10/1/2012 - 9/30/2013
Potential Award Fee: \$2,427,696.00

Evaluation Period: 10/1/2013 - 9/30/2014
Potential Award Fee: \$2,449,440.00

Option Evaluation Period: 10/1/2014 - 9/30/2015
Potential Award Fee: \$2,488,199.00

Option Evaluation Period: 10/1/2015 - 9/30/2016
Potential Award Fee: \$2,534,067.00

Option Evaluation Period: 10/1/2016 - 12/31/2016 (3 Months)
Potential Award Fee: \$633,516.00*

***1st Evaluation Period Award Fee Pool of \$2,254,734.00 / 11 x 8 Months = \$1,639,807.00**

***6th Evaluation Period Award Fee Pool of \$2,234,067.00 / 12 x 3 Months = \$ 633,516.00**

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

<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: \$44,998,152.00
Award Fee: \$ 2,499,666.00
Total Ceiling Price: \$47,497,818.00

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

Option Term: 12 Months
Estimated Cost: \$45,886,819.00
Award Fee: \$ 2,534,066.00
Total Ceiling Price: \$48,420,885.00

<end of clause>

SCHEDULE OF CHANGES

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<u>Funding Info Only</u>			
000101	CLIN Change <i>Noun:</i> ACRN: PR/MIPR:	Funding Info Only AA 12NA000805	+\$5,000,000.00 \$5,000,000.00
<u>Funding Info Only</u>			
000102	CLIN Change <i>Noun:</i> ACRN: PR/MIPR:	Funding Info Only AB 12NA000805	+\$400,000.00 \$400,000.00
<u>Funding Info Only</u>			
000103	CLIN Change <i>Noun:</i> ACRN: PR/MIPR:	Funding Info Only AC 12NA000805	+\$500,000.00 \$500,000.00
<u>Funding Info Only</u>			
000104	CLIN Establish <i>Noun:</i> ACRN: PR/MIPR:	Funding Info Only AE 12NA000718	+\$693,619.00 \$693,619.00
<u>Funding Info Only</u>			
000105	CLIN Establish <i>Noun:</i> ACRN: PR/MIPR:	Funding Info Only AF 12NA000746	+\$20,000.00 \$20,000.00
<u>Funding Info Only</u>			
000106	CLIN Establish <i>Noun:</i> ACRN: PR/MIPR:	Funding Info Only AG 12NA000844	+\$50,000.00 \$50,000.00
<u>Funding Info Only</u>			
000201	CLIN Change <i>Noun:</i> ACRN: PR/MIPR:	Funding Info Only AD 12NA000805	+\$100,000.00 \$100,000.00

SCHEDULE OF CHANGES

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

0003	CLIN Change		EST \$7,138,993.00 EST +\$7,123.00
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Lot
 Noun: AWARD FEE
 Total Quantity: 1
 New Total Item Amount: \$7,138,993.00
 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 Period of Performance for the Base Period is from 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. Award Fee amounts for the base period are realigned to coincide with the Fiscal Years and will cover periods of performance as follows:

1st Award Fee Period: 1 February 2012 - 30 September 2012 - NTE: \$1,639,807.00
 2nd Award Fee Period: 1 October 2012 - 30 September 2013 - NTE: \$2,427,696.00
 3rd Award Fee Period: 1 October 2013 - 30 September 2014 - NTE: \$2,449,440.00
 4th Award Fee Period: 1 October 2014 - 31 December 2014 - NTE: \$622,050.00 (Partial)

Total Award Fee - 3-Year Base Period - NTE: \$7,138,993.00

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

For the 1st Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$1,639,807/8 = \$204,976.00$ (30%) = \$61,492.00.

For the 2nd Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$2,427,696 = \$202,308.00$ (30%) = \$60,692.40.

For the 3rd Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$2,449,440 = \$204,120.00$ (30%) = \$61,236.00.

For the 4th Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: $\$622,050 = \$207,350.00$ (30%) = \$62,205.00.

Total Award Fee Pool (5-Year Period) - NTE: \$12,172,725.00

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

1003 **OPTION CLIN**

Noun: **OPTION I - 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 I is exercised, the Period of Performance is from 1 January 2015 through 31 December 2015. Award Fee amounts for the first option period have been realigned to coincide with the Fiscal Years and will cover periods of performance as follows:

4th Award Fee Period: 1 January 2015 - 30 September 2015 - NTE: \$1,866,149.00
 (Partial)
 5th Award Fee Period: 1 October 2015 - 31 December 2015 - NTE: \$633,517.00
 (Partial)

Total Award Fee - Option Period No. 1 - NTE: \$2,499,666.00

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

For the 4th Award Fee Period, the Contractor shall invoice the following amount on a monthly basis for Award Fee: **\$1,866,149 = \$207,349.88 (30%) = \$62,204.96.**

For the 5th 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 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: \$1,866,149.00
 (Partial)

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

Total Award Fee - Option Period No. 2 - NTE: \$2,534,066.00

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: **\$1,866,149 = \$207,349.88 (30%) = \$62,204.96.**

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.**

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

CLIN 0003: No changes affecting Period of Performance. CLIN Description adjusted to align Award Fee Board with Fiscal Years.

G. The following clause is updated in Section F:

NNS-F-1001 PRINCIPAL PLACE OF PERFORMANCE (Mar 2011)

The contract work will be performed at the Nevada National Security Site (NNSS), its environs, the North Las Vegas, Nevada area and other geographic locations identified by the Contracting Officer. Actual place of performance is:

USDOE/NNSA/Nevada Site Office
 P.O. Box 98518
 Las Vegas, Nevada 89193

For USDOE NNSA NSO SECURE COMM: Add - "Secure Communications Center" above PO Box.

SCHEDULE OF CHANGES

As a possessing facility, Actual Place of Performance includes:

Wackenhut Services, Inc.
501 Atlas Drive, Bldg. C-1, Room 6369
North Las Vegas, Nevada 89030

<end of clause>

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0003		1	31 Dec 2014
	<i>Noun:</i>	AWARD FEE	
	<i>ACRN:</i>	9	
	<i>Descriptive Data:</i>		
	The Period of Performance for the Base Period is 1 January 2012 to 31 December 2014.		

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

ACRN AA

PR Total Amount: Is hereby **increased by \$5,000,000.00.**

PR: 12NA000805 is added for **\$5,000,000.00.**

ACRN AB

PR Total Amount: Is hereby **increased by \$400,000.00.**

PR: 12NA000805 is added for **\$400,000.00.**

ACRN AC

PR Total Amount: Is hereby **increased by \$500,000.00.**

PR: 12NA000805 is added for **\$500,000.00.**

ACRN AD

PR Total Amount: Is hereby **increased by \$100,000.00.**

PR: 12NA000805 is added for **\$100,000.00.**

ACRN AE: New ACRN is hereby established at **\$693,619.00.**

PR: 12NA000718 is added for **\$693,619.00.**

SCHEDULE OF CHANGES

ACRN AF: New ACRN is hereby established at \$20,000.00.

PR: 12NA000746 is added for \$20,000.00.

ACRN AG: New ACRN is hereby established at \$50,000.00.

PR: 12NA000844 is added for \$50,000.00.

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA	ACRN Change	+\$5,000,000.00
00900.2012.01.100260.25231.2221069.0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i> \$6,000,000.00	
	<i>Funding breakdown:</i> On CLIN 000101: +\$5,000,000.00	
	<i>PR/MIPR:</i> 12NA000805 \$5,000,000.00	
AB	ACRN Change	+\$400,000.00
00900.2012.01.100260.25231.2221079.0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i> \$460,000.00	
	<i>Funding breakdown:</i> On CLIN 000102: +\$400,000.00	
	<i>PR/MIPR:</i> 12NA000805 \$400,000.00	
AC	ACRN Change	+\$500,000.00
00900.2012.01.100260.25231.2221070.0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i> \$530,000.00	
	<i>Funding breakdown:</i> On CLIN 000103: +\$500,000.00	
	<i>PR/MIPR:</i> 12NA000805 \$500,000.00	
AD	ACRN Change	+\$100,000.00
00900.2012.01.100260.25231.2221076.0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i> \$110,000.00	
	<i>Funding breakdown:</i> On CLIN 000201: +\$100,000.00	
	<i>PR/MIPR:</i> 12NA000805 \$100,000.00	
AE	ACRN Establish	\$693,619.00
00900.2011.01.100260.25231.2221069.0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i> \$693,619.00	
	<i>Funding breakdown:</i> On CLIN 000104: +\$693,619.00	
	<i>PR/MIPR:</i> 12NA000718 \$693,619.00	
AF	ACRN Establish	\$20,000.00
00922.2012.01.100260.25231.1721310.0000000.1023909.0000000.0000000		
	<i>New ACRN Amount:</i> \$20,000.00	
	<i>Funding breakdown:</i> On CLIN 000105: +\$20,000.00	
	<i>PR/MIPR:</i> 12NA000746 \$20,000.00	

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AG	ACRN Establish	\$50,000.00
01100.2010.01.100260.25231.2823492.0000000.0000000.0000000.0000000		
	<i>New ACRN Amount:</i> \$50,000.00	
	<i>Funding breakdown:</i> On CLIN 000106: +\$50,000.00	
	<i>PR/MIPR:</i> 12NA000844 \$50,000.00	

I. The following clauses are hereby changed 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 \$12,172,725.00 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.

(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)

J. The following clauses have been updated and are hereby incorporated into Section I:

FAR 52.204-07 CENTRAL CONTRACTOR REGISTRATION (Feb 2012)

FAR 52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (Feb 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

K. The following clause is hereby changed in Section I:

FAR 52.244-02 SUBCONTRACTS (Oct 2010) - ALTERNATE I (Jun 2007)

Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'N/A'

Para (j), the following subcontracts which were evaluated during negotiations: 'Lockheed Martin Services, Inc., Longenecker & Associates, Inc., & Professional Project Services, Inc. (Pro2Serve).'

L. The following clauses are hereby deleted from Section I:

FAR 52.204-07 CENTRAL CONTRACTOR REGISTRATION (Apr 2008)

FAR 52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (Jan 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

M. The following attachments/exhibits are hereby modified and incorporated in full text in Section J:

Attachment 3 DOE/NNSA DIRECTIVES AND OTHER DOCUMENTS

Attachment 10 PRICING SCHEDULE B-1

Attachment 12 AWARD FEE PLAN (PERFORMANCE EVALUATION PLAN)

N. 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, related 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.