

ENTIRE TABLE OF CONTENTS

Clause: _____

- A.1 AWARD/CONTRACT
- B. 1 ITEMS BEING ACQUIRED
- B. 2 ESTIMATED COST AND AWARD FEE
- B. 3 LEVEL OF EFFORT REQUIRED
- B. 4 ANNUAL INDIRECT RATE SUBMISSIONS
- B.5 LIMITATION OF FUNDS (APR 1984)
- B. 6 OPTION(S) TO EXTEND THE TERM OF THE CONTRACT - SERVICE(S)
(JUN 1985)
- B.7 ESTIMATED COSTS**
- C.1 STATEMENT OF WORK (APR 1984)
- C . 2 REPORTS**
- D. 1 PACKAGING
- D. 2 MARKING (APR 1984)
- E. 1 INSPECTION (MAR 1989)
- E. 2 ACCEPTANCE (APR 1984)
- E. 3 FAR 52.246-1 1 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
(GOVERNMENT SPECIFICATION) (APR 1984)
- F. 1 PERIOD OF PERFORMANCE (APR 1984)
- F. 2 PRINCIPAL PLACE OF PERFORMANCE (JAN 1992)
- F. 3 DELIVERABLES

**ENTIRE TABLE OF CONTENTS
(CONTINUED)**

<u>Section</u>	<u>Clause</u>
G. 1	CORRESPONDENCE PROCEDURES (MAR 1995)
G. 2	GOVERNMENT CONTACT FOR POSTAWARD ADMINISTRATION (MAR 1995)
G. 3	CONTRACTING OFFICERS REPRESENTATIVE (COR) (MAR 1989)
G. 4	DOE PATENT COUNSEL (APR 1984)
G. 5	BILLING INSTRUCTIONS (APR 1984)
H. 1	CONSECUTIVE NUMBERING (APR 1984)
H. 2	TECHNICAL DIRECTION (JAN 1990)
H. 3	MODIFICATION AUTHORITY (APR 1984)
H. 4	KEY PERSONNEL (APR 1984)
H. 5	SUBCONTRACTS (DEC 1984)
H. 6	SERVICES OF CONSULTANTS (MAY 1985)
H. 7	LEVEL OF EFFORT
H. 8	CONFIDENTIALITY OF INFORMATION (APR 1984)
H. 9	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (FEB 1990)
H.10	AUTOMATED DATA PROCESSING EQUIPMENT (ADPE) USAGE (APR 1984)
H.11	AUTOMATED DATA PROCESSING EQUIPMENT (ADPE) LEASING (APR 1984)
H.12	PAYMENT OF OVERTIME PREMIUMS (APR 1984)
H.13	ADVANCE COST UNDERSTANDINGS

**ENTIRE TABLE OF CONTENTS
(CONTINUED)**

Section Clause

H.14	GOVERNMENT PROPERTY AND DATA (JUN 1992)
H.15	ORDERING PROCEDURE(S) (APR 1984)
H.16	LIMITATION OF INDIRECT COSTS (APR 1984)
H.17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (APR 1984)
H.18	RIGHTS TO PROPOSAL DATA
H.19	PERSONNEL
H.20	CONTRACTOR'S ORGANIZATION
H.21	OTHER CONTRACTS
H.22	ADMINISTRATIVE LEAVE
H.23	APPROVAL OF PERSONNEL REASSIGNMENTS, TEMPORARY
H.24	WORK HOURS
H.25	SECURITY CLEARANCES AND SECURED FACILITIES
H.26	ENVIRONMENTAL COMPLIANCE DATA
H.27	OBSERVANCE OF LEGAL HOLIDAYS
H.28	RELOCATION COSTS
H.29	RELEASE OF INFORMATION
H.30	TRANSPORTATION
H.31	SECURITY
H.32	CONTRACTOR USE OF GOVERNMENT VEHICLES--WORK TO DOMICILE

**ENTIRE TABLE OF
(CONTINUED)**

Section	Clause	
H.33	STABILIZATION OF SITE EMPLOYMENT	
H.34	LABOR RELATIONS	
H.35	AWARD FEE DETERMINATION PLAN	
H.36	AWARD FEE	
H.37	PAYMENT OF AWARD FEE	
H.38	COST AND COMMITMENT LIMITATIONS	
H.39	TRANSITION FROM FORMER CONTRACT	
I.1	FAR 52.252.2	CLAUSES INCORPORATED BY REFERENCE (J-UN 1988)
I.2	DEAR 952.204-2	SECURITY (SEPT 1997)
I.3	DEAR 952.204-70	CLASSIFICATION (SEPT 1997)
I.4	DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1996)
I.5	DEAR 952.212-73	PROJECT CONTROL SYSTEM (XXX 1993) (AL93-7)
I.6	FAR 52.215-4	TYPE OF BUSINESS ORGANIZATION (OCT 1997)
I.7	FAR 52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997)
I.8	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
I.9	FAR 52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
I.10	FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

**ENTIRE TABLE OF CONTENTS
(CONTINUED)**

Section	<u>Clause</u>	
I.11	FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
I.12	FAR 52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
I.13	FAR 52.2 15-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1 9 9 7)
I.14	FAR 52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
I.15	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995)
1.16	FAR 52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (MODIFIED AL 95-05)
I.17	FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
I.18	FAR 52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
1.19	FAR 52.222-47	SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA) (MAY 1989)
1.20	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (J-UN 1997)
I.21	FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)

**ENTIRE TABLE OF CONTENTS
(CONTINUED)**

Section	Clause	
I.22	DEAR 952.237-70	COLLECTIVE BARGAINING AGREEMENTS - PROTECTIVE SERVICES (AUG 1993)
I.23	FAR 52.242-3	PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
I.24	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)
I.25	DEAR 952.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS) (JAN 1986)
I.26	DEAR 970.5204-2	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (JUNE 1997)
I.27	DEAR 970.5204-59	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (JAN 1993)
I.28	FAR 52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
I.29	DEAR 970.5204-78	LAWS, REGULATIONS, AND DOE DIRECTIVES (JUNE 1997)
J. 1		LIST OF ATTACHMENTS

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-E-1 and 2	PAGE 1 1
2. CONTRACT (Proc. Inst. Ident.) NO. -AC08-98NV13149	3. EFFECTIVE DATE 10101198	4. REQUISITION/PURCHASE REQUEST/PROJECT NO 08-99NV13149.000	
JED BY Department of Energy Nevada Operations Office P.O. Box 98518 Las Vegas, NV 89193-8518	CODE	6. ADMINISTERED BY (If other than Item 5) CODE	

DUPLICATE ORIGINAL

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State, and ZIP code) Wackenhut Services incorporated 4200 Wackenhut Drive, #100 Palm Beach Gardens, FL 334104243	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	9. DISCOUNT FOR PROMPT PAYMENT
11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE DOE/Albuquerque Operations Office, ATTN: AFSCNGST, P.O. Box 5087, Albuquerque, NM 871855087

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c))	14. ACCOUNTING AND APPROPRIATION DATA
--	--

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	Security Protective Force Services at the Nevada Test Site and at Las Vegas, Nevada				\$126,582.509

15G. TOTAL AMOUNT OF CONTRACT **\$ 126,582.509**

16. TABLE OF CONTENTS		
(✓) SEC	DESCRIPTION	PAGE(S)
PART I-THE SCHEDULE		
X A	SOLICITATION/CONTRACT FORM	
X B	SUPPLIES OR SERVICES AND PRICES/COSTS	
X C	DESCRIPTION/SPEC./WORK STATEMENT	
X D	PACKAGING AND MARKING	
X E	INSPECTION AND ACCEPTANCE	
X F	DELIVERIES OR PERFORMANCE	
X G	CONTRACT ADMINISTRATION DATA	
X H	SPECIAL CONTRACT REQUIREMENTS	
PART II-CONTRACT CLAUSES		
X I	CONTRACT CLAUSES	
PART III-LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X J	LIST OF ATTACHMENTS	
PART IV-REPRESENTATIONS AND INSTRUCTIONS		
X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) You offer on Solicitation Number _____ including me additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer and (b) this award/contract. No further contractual document is necessary.
--	---

19B. NAME OF CONTRACTOR BY <u>N. Ferguson III</u> (Signature of person authorized to sign)	19C. DATE SIGNED 9/25/98	20B. UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature of Contracting Officer)	20C. DATE SIGNED 9/25/98
19A. NAME AND TITLE OF SIGNER (Type or print) N. Ferguson III, Sr. Vice President & General Manager		20A. NAME OF CONTRACTING OFFICER Contracting Officer	

PART1
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

<u>Section</u>	<u>Clause</u>
B. 1	ITEMS BEING ACQUIRED
B. 2	ESTIMATED COST AND AWARD FEE
B. 3	LEVEL OF EFFORT REQUIRED
B. 4	ANNUAL INDIRECT RATE SUBMISSIONS
B.5	LIMITATION OF FUNDS (APR 1984)
B. 6	OPTION(S) TO EXTEND THE TERM OF THE CONTRACT - SERVICE(S)
B.7	ESTIMATED COST

PART I
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 ITEMS' BEING ACQUIRED

- (a) During the three-year base period of this contract, the Contractor shall devote approximately 1,083,009 Direct Productive Labor Hours (DPLH) (inclusive of assigned subcontractors' effort) of security protective force personnel effort, as set forth below, together with any increase in the level of security protective force personnel effort added pursuant to the option provision set forth in Part 1, Section B, Clause B.5, and furnish all necessary facilities, equipment, material, supplies, other personnel and services (except as may be set forth in this contract as furnished by the Government) and otherwise do all activity necessary for, or incident to, the performance of the technical program of work set forth in Part 1, Section C, Clause C.1, entitled "Statement of Work", and fulfilling the other requirements of the contract. Notwithstanding the estimated DPLH, should it be insufficient or in excess of that needed, the contract term shall prevail and the Contractor will be required to provide all DPLH's that may be needed to complete all level of effort required during the term of the contract. A contract modification will be required to increase the estimated DPLH and associated estimated cost and maximum award fee. The maximum award fee set forth in Part I, Section B, Clauses B.2, entitled Estimated Cost and Award Fee and B.5, entitled Option(s) to Extend the Term of the Contract - Services, is based upon the Contractor providing the total estimated DPLH. If the total work effort provided by the Contractor during the term is less than the estimated DPLH, the maximum award fee shall be equitably adjusted. The maximum award fee adjustment shall be based solely on the difference between the effort actually provided and the estimated DPLH shown in Part I, Section B. If DPLH is ten percent (10%) plus or minus the maximum award fee will not be adjusted. At the Contracting Officer's discretion, the adjustment may take into consideration efficiencies in the Contractor's performance, including productivity improvements, if any, which contributed to the lesser number of DPLH being provided. Additionally, the Government has the right to require performance of any DPLH of security protective force personnel effort that are unexpended as of the end of the three-year, contract base period, during any extension of the period of performance of this contract made pursuant to the provisions of Part I, Section B, Clause B.5, entitled "Options(s) to Extend the Term of the Contract-Service(s)".

- (b) It is understood and agreed that the rate of DPLH expended against this contract may fluctuate in pursuit of the work set forth in Part I, Section C, Clause C. 1, entitled "Statement of **Work**", and that the composition of the Contractor's labor classifications may be varied as required in the performance of the work hereunder.
- (c) All work under this contract shall be performed under the general guidance and direction of the DOE Project Manager whose responsibilities are defined in the clause H.2 entitled "Technical Direction" set forth in Part I, Section H, "Special Contract Requirements." Such guidance and direction shall not, however, effect any change in the Schedule, Statement of Work, Reporting Requirements, or other provisions of this contract. Such changes shall be only by direction of the Contracting Officer.

B. 2 ESTIMATED COST AND AWARD FEE

Estimated Cost	<u>\$67,658,299</u>
Maximum Basic and Award Fee	<u>\$ 5,683,528</u>
Total Estimated Cost Plus Award Fee	<u>\$73,341,827</u>

B. 3 LEVEL OF EFFORT REQUIRED (APR 1990)

In accordance with the Part I, Section H, clause H.7, entitled "Level of Effort," the Contractor shall provide the following specified total Direct Productive Labor-Hours (DPLH):

Period	Estimated DPLH
3-year, contract base period	1,083,009

DPLH are defined as actual hours worked exclusive of vacation, holiday, sick leave and other advances; DPLH include subcontract hours used in performance of the Statement of Work.

B. 4 ANNUAL INDIRECT RATE SUBMISSIONS (APR 1985)

- (a) In accordance with Part II, Section I, Clause I. 1.20, entitled "Allowable Cost and Payment", the contractor, as soon as possible but not later than 180 days after the expiration of his fiscal year, shall submit a proposed final indirect rate or rates for that period based on the contractor's actual cost experience during that period, together with supporting data.

- (b) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the cost principles **in** effect as of the date of this contract.
- (c) The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of **the** final payment.
- (d) Pending settlement of final indirect expense rates for any period, the contractor shall be reimbursed at billing rates acceptable to the Contracting Officer. These billing rates are subject to appropriate adjustments when the final indirect rates are settled. The contractor shall provide to the Contracting Officer annually, within 90 days after the expiration of his fiscal year a billing rate proposal, together with supporting data. If billing rates change substantially at any time during the contract performance period, the contractor shall notify the Contracting Officer in writing. Upon review of the annual billing rate proposal, or any notification of substantial rate change during the contract performance period, the Contracting Officer may adjust the approved billing rate. Such adjustment may apply retroactively and/or prospectively. In the event the adjustment is to be applied retroactively, the contractor shall make appropriate adjustments on its next voucher.
- (e) Indirect rate submissions shall be submitted to:

U.S. Department of Energy
Nevada Operations Office
P.O. Box 985 18
Las Vegas, NV 89193-8518
ATTN: Financial Services Division

B.5 LIMITATION OF FUNDS (APR 1984)

Pursuant to the clause entitled "Limitation of Funds," total funds in the initial amount of \$3 11,000 have been allotted for obligation and are available for payment of allowable costs, basic fee, and award fee to be incurred from the effective date of this contract for the annual period estimated to end September 30, 1999.

B. 6 OPTION(S) TO EXTEND THE TERM OF THE CONTRACT - SERVICE(S) (JUNE 1985)

- (a) The Government may unilaterally extend the term of this contract by written 'notice to the Contractor within the term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises these options, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.
- (d) Should the Government exercise any option hereunder all contractual terms and conditions shall apply during the option(s) period. Further, the Contractor agrees that performance under said renewal(s) shall be accomplished within the following estimated cost and maximum award fee.

First Option Year

Option Term:	12 months
Work Effort DPLH	361,003
Estimated Cost:	<u>\$24,152,412</u>
Maximum Basic and Award Fee:	<u>\$ 2,025,492</u>
Total Estimated Cost	
Plus Maximum Basic and Award Fee:	<u>\$26,177,904</u>

Second Option Year

Option Term:	12 months
Work Effort DPLH:	361,003
Estimated Cost:	<u>\$24,972,612</u>
Maximum Basic and Award Fee:	<u>\$ 2,090,166</u>
Total Estimated Cost	
Plus Maximum Basic and Award Fee:	<u>\$27,062,778</u>

B.7 ESTIMATED COST (APR 1984)

The total estimated cost for the five year period if all options are exercised, for the above services being acquired is \$126,852,509.

PART I
SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
TABLE OF CONTENTS

Section Clause

C. 1 STATEMENT OF WORK (APR 1984)

C. 2 REPORTS

PART I
SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK SCOPE

C. 1 STATEMENT OF WORK (APR 1984)

The contractor shall, as an independent contractor, provide all labor, management, materials and other resources required but not elsewhere specified in the following Statement of Work, incorporated herein as Part III, Section J, Attachment A.

C. 2 R E P O R T S

The Contractor shall prepare and submit the recurring plans and reports listed in Part III, Section J, Attachment B. DOE reserves the right to request additional reports or to modify reports at any time. The contractor shall be responsible for the development of some specialized reports.

**PART1
SECTION D
PACKAGING AND MARKING**

TABLE OF CONTENTS

Section Clause

D. 1 PACKAGING

D. 2 MARKING (APR 1984)

PART I
SECTION D
PACKAGING AND MARKING

D. 1 PACKAGING

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail or a more expeditious delivery.

D. 2 MARKING (APR 1984)

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G.2(a) of the contract, or if none, to the Contracting Officer.

**PART I
SECTION E
INSPECTION AND ACCEPTANCE**

TABLE OF CONTENTS

<u>Section</u>	<u>Clause</u>
E. 1	INSPECTION (MAR 1989)
E. 2	ACCEPTANCE (APR 1984)
E. 3	FAR 52.246-1 1 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (APR 1984)

PART I
SECTION E
INSPECTION AND ACCEPTANCE

E. 1 INSPECTION (MAR 1989)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

E. 2 ACCEPTANCE (APR 1984)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated successors.

E. 3 FAR 52.246-1 1 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
{GOVERNMENT SPECIFICATION} (APR 1984)

- (a) Definition. "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
- (b) The Contractor shall develop, implement, and maintain a comprehensive quality assurance program and shall comply with all applicable policies, regulations, requirements, and standards of the DOE for contract work. This quality assurance program shall be structured in a manner to provide overall contractor quality assurance policies and requirements. The Contractor's quality assurance policies and requirements established to implement the programs shall be submitted to the Contracting Officer, DOE, for review and approval prior to performing quality-related work. The Contractor's overall quality assurance program will be audited by the DOE.
- (c) For all work the Contractor shall include in all subcontracts and consulting agreements which the Contractor enters into, the substance of this clause, except for items and activities determined inappropriate by the Contractor.

PART1
SECTION F
DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

<u>Section</u>	<u>Clause</u>
F. 1	PERIOD OF PERFORMANCE (APR 1984)
F. 2	PRINCIPAL PLACE OF PERFORMANCE (JAN 1992)
F. 3	DELIVERABLES

PART I
SECTION F
DELIVERIES OR PERFORMANCE

F. 1 PERIOD OF PERFORMANCE (APR 1984)

The term of this contract is 36 months after the effective date of this contract. This contract contains two 12-month options which may be exercised by the Government (see Section B, Clause B.6).

F. 2 PRINCIPAL PLACE OF PERFORMANCE (JAN 1992)

The contract work will be performed at the Nevada Test Site, its environs and the Las Vegas area.

F. 3 DELIVERABLES

Deliverables shall be provided in accordance with the requirements of the Statement of Work, applicable project procedures, and as required by the Contracting Officer's Representative (COR) in accordance with Section H.2 clause, entitled, "Technical Direction". The contractor shall provide the plans, reports, and records specified in the Reporting Requirements Checklist, provided in Part III, Section J, Attachment B. In addition, special plans and reports shall be prepared and submitted as reasonably prescribed by the CO.

PART I
SECTION G
CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

<u>Section</u>	<u>Clause</u>
G. 1	CORRESPONDENCE PROCEDURES (MAR 1995)
G. 2	GOVERNMENT CONTACT FOR POSTAWARD ADMINISTRATION (MAR 1995)
G. 3	CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAR 1989)
G. 4	DOE PATENT COUNSEL (APR 1984)
G. 5	BILLING INSTRUCTIONS (APR 1984)

**PART I
SECTION G
CONTRACT ADMINISTRATION DATA**

G. 1 CORRESPONDENCE PROCEDURES (MAR 1995)

To promote timely and effective administration, correspondence submitted under this contract shall include the Contract number and shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contract Specialist [G.2(c)].
- (b) Other Correspondence. All correspondence, other than technical correspondences shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).
- (d) The DOE Contracting Officer's Address

The Contracting Officer's address is as follows:

Department of Energy
Nevada Operations Office
Contracts Management Division
Post Office Box 985 18
Las Vegas, Nevada 89193-8518

- (e) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

SUBJECT: Contract No. DE-AC08-98NV13 149 (insert the contract number from cover page) (insert subject topic after contract number, e.g. 'Request For Subcontract Placement Consent').

G. 2 GOVERNMENT CONTACT FOR POSTAWARD ADMINISTRATION (MAR 1995)

The Contractor shall use one of the following Government contacts, as applicable, as the focal point for all matters regarding this contract except technical matters (see clause G.1 (a), for definition):

- (a) Government Contract Administration Office: If a Government Contract Administration office is designated on the face page of this contract, the Contractor shall use the Contracting Officer at the Government Contract Administration Office so designated as the focal point of contract for all matters regarding this contract, except technical matters. If this contract is delegated only for property administration, the cognizant administrative agency shall be contacted only for those areas delegated.
- (b) DOE Contracting Officer: If no Government Contract Administration office is designated on the face page of this contract, the Contractor shall use the DOE Contract Specialist designated below as the focal point of contact for all matters regarding this contract, except technical matters.
- (c) DOE Contract Specialist: The DOE Contract Specialist for the contract is located at the address in G.1 (d) above and is as follows:

Marc T. McCusker
Telephone: (702) 295-1491

G. 3 CONTRACTING OFFICER'S REPRESENTATIVE (COR) ADDRESS (MAR 1989)

The Contracting Officer's Representative (COR) will be designated by separate letter and represent the Contracting Officer in the technical phases of the work (See Clause H.2 Technical Direction). The COR is not authorized to change any of the terms and conditions of this contract. Changes in the scope of work will be made only by the Contracting Officer by properly written modification(s) to the contract. Additional Contracting Officer's Representative(s) for other purposes as required may be designated in writing by the Contracting Officer.

G. 4 DOE PATENT COUNSEL (APR 1984)

The mailing address for information copies to the DOE Patent Counsel is:

U.S. Department of Energy
Oakland Operations Office
1301 Clay Street, Room 700N
Oakland, California 94612-5208
ATTN: Office of Patent Counsel

G. 5 BILLING INSTRUCTIONS (APR 1984)

The Contractor shall submit invoices in accordance with the Billing Instructions identified in PART III - SECTION J, Attachment C, and other applicable clauses of this contract.

**PART I
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

TABLE OF CONTENTS

<u>Section</u>	<u>Clause</u>
H. 1	CONSECUTIVE NUMBERING (APR 1984)
H. 2	TECHNICAL DIRECTION (JAN 1990)
H. 3	MODIFICATION AUTHORITY (APR 1984)
H. 4	KEY PERSONNEL (APR 1984)
H. 5	SUBCONTRACTS (DEC 1984)
H. 6	SERVICES OF CONSULTANTS (MAY 1985)
H. 7	LEVEL OF EFFORT
H. 8	CONFIDENTIALITY OF INFORMATION (APR 1984)
H. 9	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (FEB 1990)
H.10	AUTOMATED DATA PROCESSING EQUIPMENT (ADPE) USAGE (APR 1984)
H.11	AUTOMATED DATA PROCESSING EQUIPMENT (ADPE) LEASING (APR 1984)
H.12	PAYMENT OF OVERTIME PREMIUMS (APR 1984)
H.13	ADVANCE COST UNDERSTANDINGS
H.14	GOVERNMENT PROPERTY AND DATA (J-JUN 1992)
H.15	ORDERING PROCEDURE(S) (APR 1984)
H.16	LIMITATION OF INDIRECT COSTS (APR 1984)
H.17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (APR 1984)

H.18 RIGHTS TO PROPOSAL DATA

H. 19 PERSONNEL

H.20 CONTRACTOR'S ORGANIZATION

H.21 OTHER CONTRACTS

H.22 ADMINISTRATIVE LEAVE

H.23 APPROVAL OF PERSONNEL REASSIGNMENTS, TEMPORARY

H.24 WORK HOURS

H.25 SECURITY CLEARANCES AND SECURED FACILITIES

H.26 ENVIRONMENTAL COMPLIANCE DATA

H.27 OBSERVANCE OF LEGAL HOLIDAYS

H.28 RELOCATION COSTS

H.29 RELEASE OF INFORMATION

H.30 TRANSPORTATION

H.31 SECURITY

H.32 CONTRACTOR USE OF GOVERNMENT VEHICLES--WORK TO DOMICILE

H.33 STABILIZATION OF SITE EMPLOYMENT

H.34 LABOR RELATIONS

H.35 AWARD FEE DETERMINATION PLAN

H.36 AWARD FEE

H.37 PAYMENT OF AWARD FEE

H.38 COST AND COMMITMENT LIMITATIONS

H.39 TRANSITION FROM FORMER CONTRACT

**PART I
SECTION H
SPECIAL CONTRACT REQUIREMENTS.**

H.1 CONSECUTIVE NUMBERING (APR 1984)

Due to automated procedures employed in formulating this document, clauses contained within it may not always be consecutively numbered.

H. 2 TECHNICAL DIRECTION (JAN 1990)

- (a)** Performance of the work effort under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:
- (1)** Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or functions, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work (SOW).
 - (2)** Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (3)** Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.
- (b)** Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
- (1)** Constitutes an assignment of additional work outside the Statement of Work;
 - (2)** Constitutes a change as defined in the contract Clause 52.243-2 entitled "Changes - Cost Reimbursement, Alternate I", Section I Clause 1.1, Item No. 61.

- (3) In any manner causes an increase or decrease in the total price or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his authority' under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer (CO) in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO shall:
- (1) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and CO to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the Clause I. 1, Item No. 55, FAR 52.233-1 entitled "Disputes - Alternate I", contained in Part II, Section I, of this contract.

H.3 MODIFICATION AUTHORITY (APR 1984)

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,

- (b) waive any requirement of this **contract**, or
- (c) modify any term or condition of this contract.

H. 4 KEY PERSONNEL (APR 1984)

Pursuant to the clause entitled "Key Personnel," the Contractor's key personnel are as follows:

NAME	TITLE
Walter N. Ferguson	General Manager
Michael D. Ebert	Deputy General Manager

The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of diverting of, or substitution for, any of these individuals. That period of time shall not be less than 30 days.

H. 5 SUBCONTRACTS (DEC 1984)

- (a) Prior to the placement of subcontracts and in accordance with the clause, at I. 1, Item No. 62, FAR 52.244-2 "Subcontracts Under Cost-Reimbursement and Letter Contracts," the Contractor shall ensure that:
 - (1) They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts.
 - (2) Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.804-2) and subcontractor Representations and Certifications (see Part IV, Section K, and the document referenced in clause H.9 hereof); and
 - (3) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

- (b) The Contractor shall also obtain and furnish to the Contracting Officer either an Organizational Conflicts of Interest (OCI) Disclosure Statement or Representation form in accordance with DEAR 909.570-7 “Organizational Conflicts of Interest Disclosure or Representation” for all subcontractors to be utilized under this contract. No work shall be performed by the subcontractor until the Contracting Officer has cleared the subcontractor for Organizational Conflicts of Interest (OCI).
- (c) The following SUBCONTRACTORS have been cleared by the Contracting Officer for OCI:

*

H.6 SERVICES OF CONSULTANTS (MAY 1986)

- (a) In addition to the provisions of the clause of this contract entitled “Subcontracts (Cost-Reimbursement and Letter Contracts),” the Contractor shall obtain the Contracting Officer’s written consent prior to reimbursing any of its employees as a “consultant” under this contract, or prior to awarding any subcontract for consulting services which will exceed ten (10) days in any calendar year or exceed a total value of \$2,500. The Contractor shall obtain and furnish to the Contracting Officer information concerning the need for and selection of any subcontractors for consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.
- (b) The Contractor must obtain and furnish to the Contracting Officer either an Organizational Conflicts of Interest (OCI) Disclosure Statement or Representation form in accordance with DEAR 909.570-7 “Organizational Conflicts of Interest Disclosure or Representation” for all consultants to be utilized under this contract prior to their performing any effort under this contract. No effort shall be performed until the Contracting Officer has cleared the consultant for OCI.
- (c) The following consultants have been cleared by the Contracting Officer for Organizational Conflicts of Interest (OCI):

*

H. 7 LEVEL OF EFFORT

- (a) This contract is for obtaining the services required under the Statement of Work for the period set forth in Part I, Section F, Clause F. 1, Period of Performance. The Contractor&all provide the estimated Direct Productive Labor Hours (DPLH) as shown in Part I, Section B, Clauses B.3, entitled Level of Effort Required and B.6, entitled Option(s) to Extend the Term of the Contract - Services. Notwithstanding the estimated DPLH, should it be insufficient or in excess of that needed, the contract term shall prevail and the Contractor will be required to provide all DPLH's that may be needed to complete all level of effort required during the term of the contract. A contract modification will be required to increase the estimated DPLH and associated estimated cost and maximum award fee.
- (b) The maximum award fee set forth in Part I, Section B, Clauses B.2, entitled Estimated Cost and Award Fee and B.6, entitled Option(s) to Extend the Term of the Contract - Services, is based upon the Contractor providing the total estimated DPLH. If the total work effort provided by the Contractor during the term is less than the estimated DPLH, the maximum award fee shall be equitably adjusted. The maximum award fee adjustment shall be based solely on the difference between the effort actually provided and the estimated DPLH shown in Part I, Section B. If DPLH is ten percent (10%) plus or minus the maximum award fee will not be adjusted. At the Contracting Officer's discretion, the adjustment may take into consideration efficiencies in the Contractor's performance, including productivity improvements, if any, which contributed to the lesser number of DPLH being provided.
- (c) Direction for performance of this contract will be issued by Technical Direction in accordance with the Part I, Section H, Clause, H.2 entitled Technical Direction and Task Plans in accordance with Clause H.15, entitled Ordering Procedures.

H.8 CONFIDENTIALITY OF INFORMATION (APR 1984)

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its 'own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in public domain,
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that they will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

H.9 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (FEB 1990)

The Representations, Certifications, and Other statements of the Offeror, dated August 17, 1998, for this contract are hereby incorporated in and made a part of this contract.

H.10 AUTOMATED DATA PROCESSING EQUIPMENT ADPE USAGE (APR 1984)

Requirements for ADPE which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting **Officer** information concerning the need for and selection of such ADPE, the specific make(s) and model(s) numbers and the lease vs. purchase determination.

H.11 AUTOMATED DATA PROCESSING EQUIPMENT (ADPE) LEASING (APR 1984)

- (a) If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.
- (b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer.

H.12 PAYMENT OF OVERTIME PREMIUMS (APR 1984)

- (a) Pursuant to paragraph (a) of the clause entitled "Payment for Overtime Premiums," (see Part II, Section 1.1, Item No. 27 of Contract Clauses) the total cost of this contract contains overtime premium costs as listed below:

Overtime Premium: \$6,185,895

- (b) Any premium cost required in excess of the above amount shall require the prior written approval of the Contracting Officer.

H. 13 ADVANCE COST UNDERSTANDINGS

DOE reserves the right to negotiate and insert in the contract of the successful offeror any or all of the following advance cost understandings, plus others as appropriate.

Transportation Costs: Bus transportation to and from the NTS will be made available to Contractor employees at the prevailing rate (currently \$2.00 per trip each way) for employees required to travel to the NTS.

H.14 GOVERNMENT PROPERTY AND DATA (JUN 1992)

(a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixture, or other personal property items.

(b) Acquisition Authorization Requirements

In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such equipment (including **office** equipment), furniture, or other personal property items as have been specifically authorized by the Contracting Officer.

H. 15 ORDERING PROCEDURE(S)

Performing under this contract shall be subject to the following ordering procedure:

- (a) The Contractor shall incur costs under this contract only in the performance of the fiscal year Task Order and revisions to this Task Order issued in accordance with this Ordering procedure. No other costs are authorized without the expressed written consent of the Contracting Officer.
- (b) The fiscal year Task Order will direct the Contractor to accomplish work within scope. It shall include direct productive labor hours (**DPLH**) and the total estimated cost and fixed fee for the completion of the Task Order.
- (c) The Contracting Officer and the Contracting Officer's Representative (COR) must approve the fiscal year Task Order prior to the Contractor incurring any cost.

- (d) Individual fiscal year Task Agreement Plans that support the Task Order will be prepared by the Contractor based on direction provided by DOE Project Managers. Task Agreement Plans will contain specific work scope, cost, and schedule . These Plans may be modified throughout the government fiscal year to reflect changes in DOE’s programmatic priorities. Initial Task Agreement Plans, as well as any modifications thereto, will be accomplished through the established change control process. They will be approved at the beginning of the government’s fiscal year by the issuing DOE Project Manager.
- (e) If at any time, during the Government’s fiscal year, Task Agreement Plans cumulatively will exceed the DPLH and total estimated cost and fixed fee thresholds in the Task Order, a revision to the Task Order will be required. This revision must be submitted by the Contractor to the DOE Contracting Officer for approval. The written approval of the revised Task Order will be required prior to the Contractor incurring additional costs.
- (f) This ordering procedure is of lesser order of precedence than the “Limitation of Cost,” “Term of Contract,” or “Level of Effort” clauses of the contract. The contractor is not authorized to incur costs on the Task Order which are not in compliance with any of those clauses of the contract.
- (g) Task Orders shall be issued for completion only within the Term of the Contract, unless unexercised options to extend this term are available to the Government.

H.16 LIMITATION OF INDIRECT COSTS (APR 1984)

- (a) Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any indirect costs in excess of the indirect expense **dollars** derived for each of the Contractor’s fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. All indirect costs in excess of said amount(s) shall be borne by the Contractor.

The base for application for Corporate G&A is total cost input, i.e., direct labor dollars and all indirect costs, excluding NV G&A, by fiscal year (1):

	FY 99	FY 00	FY 01	FY 02	FY 03
Corporate G&A	4.0%	4.0%	4.5%	4.5%	4.5%

- (1) For Contractor’s FY beginning January 1 and ending December 31.

- (b) The indirect cost limitations set forth above include provisions for all known increases that will take place during the term of this contract resulting from **statute, court** decisions **and/or** written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority. However, in the event that during the term of this contract, any other statute, court decision and/or written ruling or regulation affects the Contractor's indirect costs, the indirect cost limitations will be adjusted to the extent the Contracting Officer determines the increase or decrease, that the said statute, court decision and/or ruling or regulation impacts the Contractor's indirect costs.
- (c) The ceiling is intended to provide the Government an avenue to contain costs and the Contractor the opportunity to experience reasonable changes in G&A fluctuations which result from changes in the Contractor's business. It is not intended to preclude the Contracting Officer from approving a rate which is above the ceiling if the Contractor experiences extraordinary circumstances and appropriately justifies the rate increase. Specific written approval by the Contracting Officer is required prior to the use of a rate which exceeds the ceiling rate agreed to above.

H. 17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (APR 1984)

The Contractor is aware that facilities capital cost of money is an allowable cost but waives the right to claim it under this contract as negotiated.

H. 18 RIGHTS TO PROPOSAL DATA

Pursuant to the clause entitled "Rights to Proposal Data" the following is inserted therein:

All proposal documents issued against RFP No. DE-RP08-98NV13 149 from April 13,1998 to August 17, 1998."

H. 19 PERSONNEL

The Contractor shall hire only competent personnel to be used in the performance of this contract. The DOE shall have the right to require the replacement of any employee of the Contractor in the performance of this contract.

H.20 CONTRACTORS ORGANIZATION

- (a) -Organization chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization key personnel to be employed in connection with the work and shall furnish from time to time supplementary information reflecting changes therein.
- (b) Supervising representative of Contractor. Unless otherwise directed by the Contracting Officer, a competent full-time resident supervising representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at all times. This also applies to off-site work.

H.21 OTHER CONTRACTS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with Government employees and such other contractors and carefully fit its own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by Government employees or by any other Contractor.

H.22 ADMINISTRATIVE LEAVE

Administrative leave-with full pay, chargeable to both direct and overhead accounts, may be granted by the Contracting Officer for days when the DOE/NV personnel are granted special administrative leave .

H.23 APPROVAL OF PERSONNEL REASSIGNMENTS - TEMPORARY

No personnel employed under this contract will be reassigned on a temporary basis without written consent of the Contracting Officer or his designated representative (COR).

H.24 WORK HOURS

The Contractor shall schedule work hours of all on-site personnel in a manner that will provide maximum responsiveness to the Government's requirements. Workdays and hours of Contractor's employees will be subject to the approval of the DOE/NV COR where it would impact on the support during the core working hours.

H.25 SECURITY CLEARANCES AND SECURED FACILITIES

The Contractor will have access to classified material and will be required to obtain necessary security clearances for personnel who will have access to classified matter and will also be required to establish a secured facility where classified material will be stored. The inability of the selected offeror to obtain security clearances and secured facilities within 12 months after execution of the contract may be grounds for termination for default.

H.26 ENVIRONMENTAL COMPLIANCE DATA

Data required to assure environmental compliance by the Contractor in its activities on behalf of the Department of Energy shall not be considered proprietary data in the context of DEAR 952.227-78, Rights and Technical Data-Facilities (APR 1984). DOE retains unlimited rights in all records, data, and audits involving compliance with Federal and State Environmental Statutes.

The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the National Environmental Policy Act (NEPA), the National Historic Preservation Act, the Endangered Species Act, and the Fish and Wildlife Coordination Act. The Contractor shall comply with applicable state, federal, and local environmental laws, and all applicable present and future laws, implementing regulations and rules. The Contractor shall be in compliance with all applicable environmental laws, regulations, rules, and DOE Orders. All direct citations should be checked to ensure they are current and reflect any amendments.

H.27 OBSERVANCE OF LEGAL HOLIDAYS

The Government hereby provides “notice” and the Contractor hereby acknowledges “receipt” that government personnel observe the following days as holidays.

New Year’s Day	Martin Luther King Day
Presidents’ Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

Any other day designated by federal statutes;
Any other day designated by Executive Order;
Any other day designated by Presidential proclamation.

The Contractor shall conform to these holidays observed by the Government. Observance of such days by the Contractor shall not be cause for an additional period of performance, or entitlement of the compensation except as set forth in the contract.

The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the co.

H.28 RELOCATION COSTS

Relocation costs incurred with regard to relocating an employee are allowable in accordance with FAR 3 1.205-35, Relocation Costs, and will be limited to the benefiting contract.

H.29 RELEASE OF INFORMATION

Any proposed public release of information including news releases, fact sheets, publications, exhibits, or audiovisual productions pertaining to work called for by this contract shall be submitted for approval prior to printing and distribution. Approval authority is the COR.

H.30 TRANSPORTATION

- (a) The Contractor shall use carriers that offer acceptable service at reduced rates if available.
- (b) The name and address of the DOE Traffic Manager is as follows:

Kathleen Grassmeier
U.S. Department of Energy
Nevada Operations Office
P.O. Box 985 18
Las Vegas, NV 89193-8518
(702) 295-7444

H.3 1 SECURITY

In addition to the provisions in DEAR 952.204-2, Security, (SEPT 1997) the contractor agrees to comply with Security regulations of other government agencies when applicable.

H.32 CONTRACTOR USE OF GOVERNMENT VEHICLES--WORK TO DOMICILE

Government owned or leased vehicles shall be used for official purposes only. Any cost or expense associated with nonofficial use of government-owned or leased vehicles is an unallowable cost and is therefore not reimbursable under the contract. Official purposes do not ordinarily include transportation of a contractor's employee between domicile and place of employment. However, contractor employees driving government-owned or leased vehicles to their personal residences will be considered to do so for official purposes if all the following conditions exist:

- (1) Unusual and special circumstances occur when contractor employees are required to work unusual hours and regular transportation is not available.
- (2) The Contractor has defined in writing the special and unusual circumstances in which the driving of government-owned or leased vehicles by contractor employees to their personal residences will be considered used for official purposes and the DOE Contracting Officer has approved them.
- (3) The contractor has designated, in writing, specific individuals who are authorized to approve the driving of government vehicles by contractor employees to their personal residences.
- (4) The contractor maintains records necessary to clearly establish the extent that home-to-work transportation was for official purposes. The contractor shall determine, subject to approval of the Contracting Officer, the organizational level at which the records should be maintained and kept.

The records should be easily accessible for audit and should contain, as a minimum, the following information:

- a. Name and title of employee using the vehicle, as well as the names and titles of any passengers sharing the vehicles;
- b. Name, Employee Identification Number, and title of person authorizing use;
- c. Vehicle license number;
- d. Date and time of day of vehicle **use**;

- (c) The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments that involve or appear likely to involve:
 - (1) Possible strike situations affecting the facility;
 - (2) Referral to the Energy Labor-Management Relations Panel;
 - (3) The National Labor Relations Board at any level;
 - (4) Recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State Labor law; or
 - (5) Any grievance which may reasonably be assumed will be arbitrated under a Collective Bargaining Agreement.

- (d) Cost of wages and fringe benefits, to employees represented by collective bargaining units, not in excess of those provided in the collective bargaining agreement between Wackenhut Services, Incorporated and Independent Guard Association of Nevada shall be allowable. All other costs, such as expenses relating to the grievance processing and settlements, arbitration and arbitration awards and other costs and expenses incurred pursuant to the provision of the collective bargaining agreement between Wackenhut Services, Incorporated and Independent Guard Association of Nevada and revisions thereto are allowable costs hereunder.

H.35 AWARD FEE DETERMINATION PLAN

The Award Fee Determination Plan upon which the determination of award fee is based is contained in Part III, Section J, Attachment E of this contract.

The plan may be revised unilaterally by the DOE at any time during the period of performance of the contract; however, any such revision will be subject to timely notification and will not become effective until the subsequent evaluation period.

- e. Storage location of vehicle;
 - f. Duration of use; and
 - g. Special and unusual circumstances requiring home-to-work transportation and negative impact, if such approval is not granted. Approval should not be granted if bus services are reasonably available. The approving official should require the sharing of rides to the extent reasonably feasible when government vehicles are authorized.
- (5) The contractor establishes and enforces penalties for employees who use or authorize the use of government vehicles for other than official purposes.

H.33 STABILIZATION OF SITE EMPLOYMENT

- (a) Pension benefit accruals under the previous contracts with Wackenhut Services, Inc. must be honored by the Contractor.
- (b) DOE will require the Contractor to administer the existing pension plans (currently administered by Wackenhut Services, Inc.) for both the bargaining and non-bargaining employees, respectively.
- (c) All matters relating to the Bargaining Unit and Non-Bargaining Unit Pension Trust Funds will be governed by the applicable provisions of federal law, including Part 3 1 of the Federal Acquisition Regulation (FAR), Cost Accounting Standards 412,413, and 415 (48 CFR 9904.413 and 48 CFR **9904.415**), the Internal Revenue Code, and the Employee Retirement Act of 1974 (**ERISA**).

H.34 LABOR RELATIONS

- (a) The Contractor will respect the rights of employees (i) to organize, form, join or assist labor organizations, bargain collectively through representatives of the employees own choosing, and engage in other protected concerted activities for the purpose of collective bargaining, and (ii) to refrain from such activities.
- (b) To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining agreement and, upon proper request, bargain to good faith impasses or agreement, or otherwise satisfy applicable bargaining obligations.

H.36 AWARD FEE

- A. The contractor may earn a minimum award fee of **\$-0-** and a maximum basic and award fee of \$5683.528 during the base period of the contract and \$2,025,492 and \$2,090,166 for option years one and two of the contract, respectively, based on the following, schedule:

Evaluation Period	Basic Fee	Maximum Award Fee	Maximum Basic and Award Fee Available
Base Year	<u>\$1,894,320</u>	<u>\$3,789,208</u>	<u>\$ 5,683,528</u>
Option Year 1	<u>\$ 675,096</u>	<u>\$1,350,396</u>	<u>\$2,025,492</u>
Option Year 2	<u>\$ 696,652</u>	<u>\$ 1,393,514</u>	<u>\$2,090,166</u>

Note: Award fee not earned during any evaluation period is not carried over to any subsequent evaluation period.

- B. 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 DOE Fee Determination Official, in accordance with the Award Fee Determination Plan contained in Part III, Section J, Attachment E, of this contract, and that said determination shall be final and not subject to the terms of the “Disputes” clause or any other appeal clause. 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 in order that the Contractor may improve its performance, if the latter is applicable.
- C. This contract will be modified by a unilateral contract modification, executed by the Contracting Officer when the award fee, if any, has been determined by the DOE Fee Determination Official. The contract modification shall set forth the amount of award fee earned for the performance period evaluated. Upon receipt of the contract modification, the total award fee earned for the period evaluated may be paid to the Contractor upon receipt of a separate voucher submitted by the Contractor.

H. 37 PAYMENT OF AWARD FEE

The fee provided for in Part I, Section B, Clause B.2, “ESTIMATED COST AND AWARD FEE,” shall be paid as follows:

Award fee - The amount of award fee to be paid, if any, shall be paid upon receipt of a proper invoice from the Contractor, in accordance with Clause H.36, "AWARD FEE", above. The award fee increment payable each period shall be based upon The Award Fee Determination Plan contained in Part III, Section J, Attachment E of this contract, and is subject to withholdings as may be elsewhere required herein. After payment of eighty-five percent (85%) of the earned award fee, the Government shall withhold further payment of the award fee pending establishment of a reserve of fifteen percent (15%) of the total earned award fee or \$100,000, whichever is less, This withholding shall be payable upon submission and acceptance of appropriate closing documents after final audit of the contract has been completed and all audit exceptions have been resolved.

H.38 COST AND COMMITMENT LIMITATIONS

The tasks under this contract are funded from various DOE program resources. This makes it necessary to require cost and commitment limitations (ceilings) for each program resource. A "Cost and Commitment Limitations Schedule" will be included as part of each contract modification that obligates or deobligates funds. The individual "Current Cost and Commitment Ceiling" amounts identified in that schedule cannot be exceeded. The contractor shall monitor costs incurred and commitments for each individual program resource and notify the Contracting Officer in writing with an information copy to the Financial Management Division whenever current ceiling amounts are projected to be exceeded or substantially underrun. DOE will then either revise the scope of work under the contract or adjust the various funding levels. Reimbursement of costs incurred shall be limited to the "Current Cost and Commitment Ceiling" specifically identified in the contract.

H.39 TRANSITION FROM FORMER CONTRACT

- a. Contract No. DE-AC08-93NV11011 which expires upon the effective date of Contract No. DE-AC08-98NV13 149 is superseded by Contract No. DE-AC08-98NV13 149, which is effective upon the date signed in Block 20C of SF26.
- b. On and after the effective date of Contract No. DE-AC08-98NV 149 all rights and obligations of the parties with respect to work described herein, shall be governed by the provisions of Contract No. DE-AC08-98NV13149.
- c. The rights and obligations of the parties which have been incurred or which have accrued or matured under the provisions of Contract No. DE-ACO8-93NV 11011, on or prior to its expiration date shall in no way be impaired, limited, or affected by reason of the provisions of this Contract.

- d. All materials, tools, machinery, equipment, supplies, and other property; all drawings, specifications, and other engineering, technical, scientific, operating data, and records furnished to or acquired or generated by the Contractor in connection with work under Contract No. DE-AC08-93NV11011, to extent that they are in the custody or possession of the Contractor on the effective date of this Contract, shall remain in the custody or possession of the Contractor for use in connection with the work under this Contract, unless otherwise directed by the Contracting Officer.