

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>N</b>	PAGE OF PAGES <b>1 62</b>		
2. CONTRACT NO. <b>DE-AC52-06NA14390</b>		3. SOLICITATION NO. <b>DE-RP52-05NA14390</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)			
5. DATE ISSUED <b>01/14/05</b>		6. REQUISITION/PURCHASE NO.					
7. ISSUED BY AD/OBS DEPARTMENT OF ENERGY NNSA SERVICE CENTER - AD PO BOX 5400 ALBUQUERQUE, NM 87185-5400 TAMMY S. OLSON 505-845-5658 TOLSON@DOEAL.GOV			8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. See Section L - Instructions, Conditions and Notices to Offerors, for instructions on submitting proposals.							
10. FOR INFORMATION CALL:		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7			
C. E-MAIL ADDRESS See Block 7							
<b>11. TABLE OF CONTENTS</b>							
(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC.	DESCRIPTION	PAGE(S)
<i>PART I - THE SCHEDULE</i>				<i>PART II - CONTRACT CLAUSES</i>			
√	<b>A</b>	SOLICITATION/CONTRACT FORM	1	√	<b>I</b>	CONTRACT CLAUSES	6
√	<b>B</b>	SUPPLIES OR SERVICES AND PRICES/COSTS	1	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>			
√	<b>C</b>	DESCRIPTION/SPECS./WORK STATEMENT	1	√	<b>J</b>	LIST OF ATTACHMENTS	1
√	<b>D</b>	PACKAGING AND MARKING	1	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>			
√	<b>E</b>	INSPECTION AND ACCEPTANCE	1	√	<b>K</b>	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	11
√	<b>F</b>	DELIVERIES OR PERFORMANCE	1				
√	<b>G</b>	CONTRACT ADMINISTRATION DATA	3	√	<b>L</b>	INSTRS, CONDS, AND NOTICES TO OFFERORS	19
√	<b>H</b>	SPECIAL CONTRACT REQUIREMENTS	12	√	<b>M</b>	EVALUATION FACTORS FOR AWARD	4
<b>OFFER (Must be fully completed by Offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
		001	February 01, 2005	003	March 17, 2005		
		002	February 10, 2005	004	March 25, 2005		
15A. NAME AND ADDRESS OF OFFEROR		CODE 1D415	FACILITY 9702	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  James L. Long III Vice Chairman, President and CEO			
The Wackenhut Services, Inc. 7121 Fairway Drive, Suite 301 Palm Beach Gardens, Florida 33418							
15B. TELEPHONE NO. (Include area code) (561) 472-3606		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE <b>James L. Long,</b> <b>III</b>		18. OFFER DATE April 1, 2005	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED See Schedule		20. AMOUNT <b>\$218,987,876.00</b>		21. ACCOUNTING AND APPROPRIATION See B.03			
22. 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) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM G.04	
24. ADMINISTERED BY (If other than Item 7) CODE  DEPARTMENT OF ENERGY NEVADA SITE OFFICE P.O. BOX 98518 LAS VEGAS, NV 89193-8518				25. PAYMENT WILL BE MADE BY CODE  U.S. DEPARTMENT OF ENERGY OAK RIDGE FINANCIAL SERVICE CENTER P.O. BOX 5807 OAK RIDGE, TN 37831		<b>898358</b>	
26. NAME OF CONTRACTING OFFICER (Type or print) <b>EUSEBIO M. ESPINOSA</b>		27. UNITED STATES OF AMERICA /Signed/  (Signature of Contracting Officer)		28. AWARD DATE  <b>5/23/06</b>			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

**BASE PERIOD**

0001		1 Lot	EST EST \$218,987,876.00
------	--	----------	-----------------------------

*Noun:* SECURITY PROTECTIVE FORCE SERVICES  
*NSN:* N - Not Applicable  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* ORIGIN  
*Acceptance:* ORIGIN  
*FOB:* ORIGIN

*Descriptive Data:*

The contractor shall perform services as required and specified in the Statement of Work entitled "Security Protective Force Services," dated May 2006, in Part III, Section J, at Attachment J-1. The period from June 1, 2006 to August 31, 2006 shall be the contractor transition period with no direct costs chargeable to this contract.

Estimated Cost: \$205,343,374  
 Base Fee: \$4,462,249  
 Award Fee: \$9,182,253  
 Total Estimated Cost Plus Base and Award Fee: \$218,987,876

0002

NSP

*Noun:* SECURITY PROTECTIVE FORCE SERVICES DATA  
*ACRN:* U  
*Contract type:* R - COST PLUS AWARD FEE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ

*Descriptive Data:*

The Contractor will deliver data in accordance with the Reporting Requirements Checklist in Part III, Section J, Attachment J-2.

**OPTION PERIOD 1**

0003 OPTION CLIN (service)

*Noun:* OPTION 1 - SECURITY PROTECTIVE FORCE SERVICES

*Descriptive Data:*

OPTION PERIOD 1 - JUNE 1, 2009 TO MAY 31, 2010

The contractor shall perform services as required and specified in the Statement of Work entitled "Security Protective Force Services," dated May 2006, in Part III, Section J, at Attachment J-1 for the Option period listed above.

Estimated Cost: \$76,118,805  
 Base Fee: \$1,671,242  
 Award Fee: \$3,436,866  
 Total Estimated Cost Plus Base and Award Fee: \$81,226,913

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

---

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

---

**0004** OPTION CLIN (service)

*Noun:* OPTION 1 - SECURITY PROTECTIVE FORCE SERVICES  
DATA

*Descriptive Data:*  
OPTION PERIOD 1 - JUNE 1, 2009 TO MAY 31, 2010

The Contractor will deliver data in accordance with the Reporting Requirements Checklist in Part III, Section J, Attachment J-2 during the Option Period 1 identified above.

**OPTION PERIOD 2**

**0005** OPTION CLIN (service)

*Noun:* OPTION 2 - SECURITY PROTECTIVE FORCE SERVICES

*Descriptive Data:*  
OPTION PERIOD 2 - JUNE 1, 2010 TO MAY 31, 2011

The contractor shall perform services as required and specified in the Statement of Work entitled "Security Protective Force Services," dated May 2006, in Part III, Section J, at Attachment J-1 for the Option period specified above.

Estimated Cost: \$80,335,941  
Base Fee: \$1,773,019  
Award Fee: \$3,645,035  
Total Estimated Cost Plus Base and Award Fee: \$85,753,995

**0006** OPTION CLIN (service)

*Noun:* OPTION 2 - SECURITY PROTECTIVE FORCE SERVICES  
DATA

*Descriptive Data:*  
OPTION PERIOD 2 - JUNE 1, 2010 TO MAY 31, 2011

The Contractor shall deliver data in accordance with the Reporting Requirements Checklist in Part III, Section J, Attachment J-2 during the Option Period 2 identified above.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**B.01 ITEMS BEING ACQUIRED (JUL 2004)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing physical protection of critical security interests as set forth in the Statement of Work in Part III, Section J, Attachment J-1.

**B.02 TRANSITION COST, ESTIMATED COST, BASE AND AWARD FEE (JUL 2004)**

(a) The transition period (June 1, 2006 through August 31, 2006) will be on a cost reimbursement basis and the estimated cost is \$ NONE. There will be no fee paid for the transition period.

(b) Pursuant to the clause entitled "Allowable Cost and Payment," the total estimated cost of this contract is \$205,343,374.

(c) The base fee for this contract is \$4,462,249.

(d) The total award fee pool for this contract is \$9,182,253.

(e) The total estimated cost plus total base and award fee pool of this contract is \$218,987,876.

**B.03 IMPLEMENTATION OF LIMITATION OF FUNDS CLAUSE (JUL 2004)**

Pursuant to the clause entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$3,000,000. It is estimated that this amount is sufficient to cover performance through September 30, 2006.

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
For CLINS 0001 and 0002		
<b>AA</b>		\$2,500,000.00
00900.2006.01.100260.61000000.25200.2221069.00000000.00000000.00000000.00000000		
	PR/MIPR: 52-06NA14390.000	\$2,500,000.00
<b>AB</b>		\$200,000.00
00900.2006.01.100260.61000000.25200.2221070.00000000.00000000.00000000.00000000		
	PR/MIPR: 52-06NA14390.000	\$200,000.00
<b>AC</b>		\$300,000.00
00900.2006.01.100260.61000000.25200.2221079.00000000.00000000.00000000.00000000		
	PR/MIPR: 52-06NA14390.000	\$300,000.00
	Total Funded	\$3,000,000.00

**B.04 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUL 2004)**

The Contractor agrees that, except as provided for in this clause, performance during any option period shall be accomplished within that option period's total estimated cost and fee as set forth below:

OPTION PERIOD 1 (June 1, 2009 to May 31, 2010)

Option Term: 12 Months  
Estimated Cost: \$76,118,805  
Base Fee: \$1,671,242  
Award Fee: \$3,436,866  
Total Estimated Cost Plus Base and Award Fee \$81,226,913

OPTION PERIOD 2 (June 1, 2010 to May 31, 2011)

Option Term: 12 Months  
Estimated Cost: \$80,335,941  
Base Fee: \$1,773,019  
Award Fee: \$3,645,035  
Total Estimated Cost Plus Base and Award Fee \$85,753,995

**C.01 STATEMENT OF WORK (JUL 2004)**

The Statement of Work (SOW) for this contract is incorporated herein as Part III, Section J, Attachment J-1.

**C.02 REPORTS (JUL 2004)**

The Contractor shall prepare and submit the recurring plans and reports in accordance with the "Reporting Requirements Checklist" as listed in Part III, Section J, Attachment J-2. In addition, special plans and reports shall be prepared and submitted as prescribed by the Contracting Officer.

**D.01 PACKAGING (JUL 2004)**

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and provide 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. E-mail is acceptable.

**D.02 MARKING (JUL 2004)**

(a) Each package, report, or other deliverable product 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) Each package, report, or other deliverable shall be simultaneously provided to the Contracting Officer and the Contracting Officer's Representative.

**D.03 SECURITY REQUIREMENTS (JUL 2004)**

The Contractor shall comply with the applicable security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the applicable DOE Safeguards and Security directive(s) identified below:

DOE O 471.2A Information Security Program  
DOE M 471.2-1C Classified Matter Protection and Control Manual

**E.01 INCORPORATED BY REFERENCE (JUL 2004)**

The following clause is incorporated by reference:

52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

**E.02 INSPECTION AND ACCEPTANCE (JUL 2004)**

(a) Inspection of all items under this contract shall be accomplished by the Contracting Officer's Representative or any other duly authorized Government representative identified by separate letter.

(b) Acceptance of all items and/or work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer's Representative or any other duly authorized Government representative identified by separate letter.

**F.01 INCORPORATED BY REFERENCE (JUL 2004)**

The following clause is incorporated by reference:

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

**F.02 PERIOD OF PERFORMANCE (JUL 2004)**

The term of this Contract shall be for the period from June 1, 2006 through May 31, 2009, exclusive of Options, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract. The period from June 1, 2006 through August 31, 2006 shall be for the transition activities identified in Part III, Section J, Attachment J-9 entitled "Contractor's Transition Plan". The Contractor's responsibility for performance of the Nevada Site Office Security Protective Force Services shall start on September 1, 2006.

**F.03 PRINCIPAL PLACE OF PERFORMANCE (JUL 2004)**

The contract work will be performed at the Nevada Test Site, its environs, the Las Vegas, Nevada area and other geographic locations identified by the Contracting Officer.

**F.04 DELIVERABLES (JUL 2004)**

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 in accordance with the 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 J-2. In addition, special plans and reports shall be prepared and submitted as prescribed by the CO.

**G.01 CONTRACTING OFFICER'S REPRESENTATIVE (JUL 2004)**

- (a) The work to be performed under this contract is subject to the monitoring of a Contracting Officer's Representative (COR), who shall be specifically designated in writing by the Contracting Officer.
- (b) A copy of the designation letter shall be furnished to the Contractor. The COR's responsibility shall be to coordinate with the Contractor in the administration of the technical aspects of this contract and to provide technical direction pursuant to the clause entitled "Technical Direction."
- (c) The COR name, address, and phone number are as follows:

Name: Mr. Ray Phifer  
NNSA Nevada Site Office  
Security Support Department  
PO Box 98518  
Las Vegas, NV 89193-8518  
ATTN: Ray Phifer  
Phone: (702) 295-3104

**G.02 CORRESPONDENCE PROCEDURES (JUL 2004)**

- (a) To promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name and topic. All correspondence shall be subject to the following procedures:
- (1) 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 COR with an information copy of the correspondence sent to the Contracting Officer.
- (2) Other Correspondence. Non-technical correspondence shall be addressed to the Contracting Officer with information copies of the correspondence sent to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contracting Officer as the focal point of contact. The Contracting Officer's name, address, phone number, fax number, and email address is as follows:

Darby Dieterich  
NNSA Nevada Site Office  
Attn: OMGR/AMBCM  
PO Box 98518  
Las Vegas, NV 89193-8518  
Phone: 702-295-1560  
Fax: 702-657-7575  
E-mail: dieterich@nv.doe.gov

- (b) Property Administrator Correspondence.

The Contracting Officer has delegated certain duties and responsibilities associated with the Government-furnished property and/or Contractor-acquired property administration under this contract to the Property Administrator. The address and telephone number is as follows:

National Nuclear Security Administration  
Service Center  
ATTN: Property & M&O Contract Support Department  
Address: P. O. Box 5400  
Albuquerque, NM 87185

Telephone: (505) 845-5437

(c) Patent Counsel.

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contracting Officer with information copies sent to the COR and the NNSA Patent Counsel as follows:

National Nuclear Security Administration  
Office of Chief Counsel  
ATTN: Patent Counsel  
P. O. Box 5400  
Albuquerque, NM 87185  
Phone No. (505) 845-5172

(d) Classified Correspondence. (See Section D.03 for security requirements).

(e) The Contracting Officer for this contract is:

Darby Dieterich  
NNSA Nevada Site Office  
Attn: OMGR/AMBCM  
PO Box 98518  
Las Vegas, NV 89193-8518  
Phone: 702-295-1560  
Fax: 702-657-7575  
E-mail: dieterich@nv.doe.gov

### G.03 LIST OF ACRONYMS (JUL 2004)

The following acronyms are used throughout this document:

CCID	-	Classification and Controlled Information Division
CO	-	Contracting Officer
COR	-	Contracting Officer's Representative
DEAR	-	Department of Energy Acquisition Regulation
DOE	-	Department of Energy
DPLH	-	Direct Productive Labor Hours
FAR	-	Federal Acquisition Regulation
FOCI	-	Foreign Ownership, Control, or Influence
IG	-	Inspector General
NNSA	-	National Nuclear Security Administration
NSO	-	Nevada Site Office
OCI	-	Organizational Conflicts of Interest
P.L.	-	Public Law
PSD	-	Personnel Security Division
RFP	-	Request for Proposal
SC	-	Service Center
SF	-	Standard Form
SOW	-	Statement of Work
SPD	-	Security Programs Division
UCNI	-	Unclassified Controlled Nuclear Information

**G.04 BILLING INSTRUCTIONS (JUL 2004)**

(a) The following instructions are provided for the use by the Contractor in the preparation and submission of vouchers requesting reimbursement for work performed on negotiated cost-type contracts. The submission of electronic vouchers will reduce correspondence and other causes for delay to a minimum and will assure prompt payment to the Contractor.

(b) In requesting reimbursement, Contractors shall use the Government voucher Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal. The Standard Form 1034 may be accessed at: <<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF#1001-2000>>. A certified summary sheet shall accompany the SF 1034. A sample format for the summary sheet is included in Part III, Section J, Attachment J-3.

(c) Vendors can, and are encouraged to, submit invoices electronically through the Vendor Inquiry Payment Electronic Reporting System (VIPERS). The system also allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(d) If manually submitting vouchers, the Contractor shall submit an original SF 1034 voucher plus copies sent to the Contracting Officer and the Contracting Officer's Representative. The Contractor shall also provide a copy of support documentation for travel costs incurred. The original voucher shall be sent to:

U.S. Department of Energy  
Oak Ridge Financial Service Center  
P.O. Box 5807  
Oak Ridge, TN 37831

(e) Each voucher submitted shall include the following:

- (1) Contract number
- (2) Contractor Name
- (3) Date of Voucher
- (4) Invoice Number
- (5) Total Amount of Voucher
- (6) Period Covered or Items Delivered
- (7) Cumulative Amount Invoiced to Date

(f) The payment will be processed from Oak Ridge Financial Service Center after approval from the Contracting Officer. The Contracting Officer and the Contractor will resolve invoices that are not acceptable for payment.

(g) The Contractor should contact the Oak Ridge Financial Services Department, (888) 251-3557, if assistance is needed for voucher submission.

**H.01 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JUL 2004)**

The Representations, Certifications, and Other Statements of Offeror, Section K, completed by the Contractor, and dated April 1, 2005, are hereby incorporated by reference.

**H.02 SERVICES OF CONSULTANTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (JUL 2004)**

(a) Prior written consent of the Contracting Officer shall be obtained:

(1) for the utilization of the services of any consultant under this contract exceeding the rate of \$100.00 per hour, exclusive of travel costs; or

(2) where the services of any consultant under this contract will exceed 10 days in any calendar year; or

(3) exceed a total value of \$8,000.00.

(b) Whenever the Contracting Officer's written consent is required, the Contractor will obtain and furnish to the Contracting Officer the information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether such fees to be paid to any consultant exceed the lowest fee charged by consultants to other firms for performing consulting services that are similar in nature.

(c) The Contractor must obtain and furnish to the Contracting Officer either an Organizational Conflicts of Interest (OCI) Disclosure or Representation pursuant to the latest guidance for all consultants to be utilized prior to their performing any effort under this contract. No effort shall be performed by the consultant until the Contracting Officer has cleared them for OCI.

(d) The following consultants have been cleared by the Contracting Officer for OCI:

Name of Company	Value of Award
<u>NONE</u>	\$ _____
_____	\$ _____
_____	\$ _____

**H.03 AWARD FEE PLAN (JUN 2003)**

(a) A Contractor's award fee plan, upon which the determination of award fee shall be based, (including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area), will be unilaterally established by the Government. A copy of the plan will be provided to the Contractor 15 calendar days prior to the start of each evaluation period.

(b) The award fee plan will set forth the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical requirements if appropriate, (2) management requirement, and (3) cost functions as selected for evaluation.

(c) The award fee plan may be revised unilaterally by the Government at any time during the period of performance. The Contracting Officer will notify the Contractor of revisions prior to commencement of work effort affected by such revisions.

PART I – THE SCHEDULE  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

---

**H.04 PAYMENT OF AWARD FEE (JUL 2004)**

(a) The determination of the award fee amount earned for each evaluation period will be unilaterally made by the Fee Determining Official, is binding on both parties, and is not subject to appeal under the "Disputes" clause or any other clause. The Award Fee amount will be determined within 60 calendar days after the completion of each performance evaluation period in accordance with the "Award Fee Plan". The Government will advise the Contractor in writing of the reasons for the determination.

(b) The total base fee and award fee available under this contract is specified in paragraph B.02 of Part I, The Schedule, and is assigned the following evaluation periods and base fee and award fee available for payment:

<u>Evaluation Period</u>	<u>Base Fee and Award Fee</u>	
September 1, 2006 – May 31, 2007	\$1,401,022	\$2,883,947
June 1, 2007 – May 31, 2008	\$1,485,631	\$3,057,110
June 1, 2008 – May 31, 2009	\$1,575,596	\$3,241,196
Option 1 (June 1, 2009 – May 31, 2010)	\$1,671,242	\$3,436,866
Option 2 (June 1, 2010 – May 31, 2011)	\$1,773,019	\$3,645,035

(c) In the event of contract termination, (either complete or partial) the amount of award fee available shall represent a pro-rata distribution associated with evaluation period performance milestones and/or deliverables, as determined by the Contracting Officer.

(d) The Government will promptly make payment of any Award Fee upon the submission, by the Contractor to the Contracting Officer, or their authorized representative, of a public voucher or invoice in the amount of the total fee earned for the instant evaluation period.

**H.05 CONTRACTOR'S PROGRAM MANAGER (JUL 2004)**

(a) The Contractor shall designate a Program Manager who shall be the single point of contact between the Contractor and the COR under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

**H.06 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (MAR 2005)**

During contract performance, the Government will furnish the Contractor, on an as-required basis, with the following on-site items: Furnished facilities; Utilities and Janitorial Services; Phones and Mail Service; Computers; Radios and Other Communication Equipment (including equipment and service); Vehicles (including purchase, maintenance and fuel); Equipment and associated parts (including weapons and ammunition); and Office Supplies. The Security Protective Force Services Contractor shall be responsible for identifying needs and developing the required acquisition documents for required items under this contract.

**H.07 STANDARD INSURANCE REQUIREMENTS (JUL 2004)**

(a) In accordance with the clause entitled "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(1) Worker's Compensation and Employer's Liability Insurance:

(i) The amount required by the State of Nevada under applicable Workers' Compensation and occupational disease statutes.

(ii) Employer's liability insurance in the amount of \$100,000.

(2) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(b) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient coverage to meet normal and customary claims.

#### **H.08 PERSONNEL SECURITY CLEARANCES (JUL 2004)**

(a) The Contractor will be located at an NNSA classified facility operated at the Secret Restricted Data level. The work and services to be performed under this contract involves working with classified data and information, which must be controlled pursuant to DOE and NNSA Orders, policies, directives and procedures.

(b) The Contractor shall ensure that all personnel assigned under this contract possess a DOE "Q" access authorization (clearance). The Contracting Officer (CO) may waive this requirement for personnel not involved with classified information while access authorizations are being processed, or for personnel associated with the program for short periods of time, such as consultants.

(c) The Contractor shall be required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability for all individuals who do not possess a DOE "Q" access authorization. For these individuals, the Contractor shall provide certification to the CO that an investigative screening has been completed prior to employment. The certification shall include, as a minimum, verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(d) Requests for access authorization shall not be submitted until the contract has been awarded. Upon contract award, the Contractor is encouraged to use the DOE Accelerated Access Authorization Program (AAAP) to obtain an Interim Q Access Authorization where appropriate for those individuals pending a final DOE "Q" access authorization. The request for AAAP shall include the certified results of the pre-employment investigative screening of the prospective employee.

(e) The Contractor shall turn in badges for employees: (1) who are no longer working on the contract; (2) who no longer require access; (3) when their badge expires; or (4) when the contract expires or is terminated. Badges shall be returned to the COR.

#### **H.09 INFORMATION TECHNOLOGY EQUIPMENT USAGE (JUL 2004)**

(a) The Contractor is not authorized to acquire any information technology equipment, real or personal property, or data at the Government's expense, under this contract, without the prior written approval of the Contracting Officer. The Government will allow for access to the DOE/NNSA computer systems on an as-required basis and will provide the network capability (exclusive of hardware which will be provided by the Contractor).

(b) Requirements for information technology equipment 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 information technology equipment, including the specific make(s) and model(s); and the lease-versus-purchase determination.

**H.10 OBSERVANCE OF LEGAL HOLIDAYS (JUN 2003)**

(a) 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
President's 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.

(b) The Contractor's non-union employees shall conform to the 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.

(c) 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 Contracting Officer.

**H.11 CONFIDENTIALITY OF INFORMATION (JUL 2004)**

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

(1) Information or data which is in the public domain at the time of receipt by the Contractor;

(2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data, which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.

(b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports, which specify any information or data received as confidential or proprietary and which identify the entity or entities that supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement,

upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

#### **H.12 SOFTWARE RIGHTS (JUL 2004)**

If at any time during the performance of this contract, the Contractor has reason to believe that the utilization of Government-furnished computer resources, specifically Government-furnished software, may involve or result in the violation of the NNSA's license agreement; or the performance of a requirement or task/delivery would involve the acquisition of licensed software to be delivered to the Government, then the Contractor shall notify the Contracting Officer in writing and provide an explanation of the circumstances. The Contractor is not authorized to violate any licensing agreements, cause the NNSA to violate any licensing agreements, or acquire software, which is covered by a licensing agreement on behalf of the Government without prior authorization of the Contracting Officer.

#### **H.13 RELEASE OF INFORMATION (JUL 2004)**

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Approval authority is NNSA Headquarters Congressional InterGovernmental and Public Affairs (NA-3.5), Washington, DC. Proposed releases are to be submitted to the NNSA Service Center, Public Affairs Department, Albuquerque NM 87185. All proposed releases should conform to applicable requirements pertaining to the public release of information.

#### **H.14 COMPUTER SYSTEMS SECURITY (NOV 2004)**

The Contractor shall immediately issue written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

#### **H.15 PROGRAM PLANS (JUL 2004)**

(a) Performance under this contract shall be subject to the following ordering procedure:

(1) The Contractor shall incur costs under this contract only in the performance of an Annual Program Plan, hereafter referred to as the Plan, and revisions to the Plan issued in accordance with this clause. No other costs are authorized without the express written consent of the Contracting Officer unless addressed elsewhere in the contract.

(2) The Plan will direct the Contractor to accomplish work within the scope of the contract, and shall include the estimated cost for the completion of the Plan.

(3) The Contracting Officer and the Contracting Officer's Representative (COR) must approve the Plan prior to the Contractor incurring any cost.

(4) The Plan will be prepared by the Contractor based on direction provided by the NNSA COR. The Plan will contain specific work scope, cost, and schedule. The Plan may be modified throughout the year to reflect changes in NNSA's programmatic priorities.

(5) If, at any time during the contract year, the Contractor expects to exceed the total estimated cost thresholds in the approved Plan, a revision will be required. This revision must be submitted by the Contractor to the Contracting

Officer for approval. The written approval of the revision will be required prior to the Contractor incurring additional costs.

(b) This procedure is of lesser order of precedence than the "Limitation of Funds" or Section F.02 clauses of the contract. The Contractor is not authorized to incur costs in the Plan that are not in compliance with any of those clauses of the contract.

#### **H.16 WAGE DETERMINATION RATES (JUL 2004)**

In the performance of this contract, the Contractor shall comply with the requirements of the U.S. Department of Labor Service Contract Act Wage Determination 1994-2331 (Revision 27) dated 5/23/2005 (Section J, Attachment J-6) and CBA-2006-294 dated 5/1/2006 (Section J, Attachment J-4).

#### **H.17 TECHNICAL MONITOR (JUL 2004)**

(a) The Contractor shall serve as the Technical Monitor for contracts that are identified by the Contracting Officer. The Contractor shall perform such monitoring duties as will be further described in the designation for each such contract. No designation will include, and the Contractor shall not perform, the following duties:

- (1) Award, modification, change, or termination of the contract.
- (2) Receipt, processing or adjudication of any claims, invoices, or demands for payment of any form.
- (3) Any function determined by the Contracting Officer to be inherently Governmental.

(b) The Technical Monitor shall report to the Contracting Officer, or the Contracting Officer's Representative, any performance of a designated contract that may not be in compliance with the terms and conditions but is not authorized to take any other action regarding such noncompliance.

(c) Additionally, the NNSA will insert provisions in such contracts substantially as follows:

#### **H-\_\_ TECHNICAL MONITOR**

The Government may designate Wackenhut Services, Incorporated as Technical Monitor for any right, duty or interest in this contract.

In that event, the Contractor further agrees to fully cooperate with Wackenhut Services, Incorporated for all matters under the terms of the designation.

#### **H.18 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY (OCT 2004)**

The Contractor shall conduct contract operations and services in accordance with all applicable Federal, State, and local laws and regulations (including DOE regulations), DOE Orders and Directives, and NNSA Policy requirements. In performing work under this contract, the Contractor shall comply with the requirements of those DOE Orders/Directives or NNSA Policy requirements, or parts thereof, identified in Part III, Section J, Attachment J-7 appended to this contract. The Contracting Officer may, from time to time and at any time, revise Attachment J-7 by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising Attachment J-7 (the list), the Contracting Officer shall notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the

Contractor and any other information available, the Contracting Officer shall decide whether to revise the list and so advise the Contractor not later than 30 days prior to the effective date of the revision of the list. The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of the list pursuant to the clause 52.243-02, Changes--Cost Reimbursement (Aug 1987) Alternate I (Apr 1984), of this contract.

#### **H.19 USE OF EQUIPMENT AND/OR SOFTWARE MONITORS (JUL 2004)**

The Contractor shall permit inclusion or attachment of monitoring devices as the Government may choose to employ for the purpose of examining or measuring the activity within the system. Devices, such as equipment monitors, which may require physical connection to the system and their equipment, such as software monitors, which may require portions of the systems control software to be displaced are specifically included in this category. The Contractor may not prohibit the installation of such devices unless the particular device will cause significant or permanent damage to the system. The Contractor shall assist the Government in identifying and locating device connections when requested by the Government if the Contractor provides such service to the other customers (i.e., commercial or other Government agencies). Cost for this service, if any, is stated in Section B of this contract.

#### **H.20 TRANSPORTATION (JUL 2004)**

(a) For freight delivery to the Nevada Test Site, Contractor shall use carriers that offer acceptable service at reduced rates if available. The Contractor shall contact the NNSA Traffic Manager at the following address:

NNSA/NSO Traffic Manager  
P. O. Box 98518  
Las Vegas, NV 89193-8518  
(702) 295-7444

(b) Transportation costs: Bus transportation to and from the NTS will be made available to Contractor employees at the prevailing rate for employees required to travel to the NTS.

#### **H.21 CONTRACTOR USE OF GOVERNMENT VEHICLES-WORK TO DOMICILE (JUL 2004)**

(a) 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 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 of 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.

PART I – THE SCHEDULE  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

---

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

(1) Name and title of employee using the vehicle, as well as the names and titles of any passengers sharing the vehicles;

(2) Name, Employee Identification Number, and title of person authorizing use;

(3) Vehicle license number;

(4) Date and time of day of vehicle use;

(5) Storage location of vehicle;

(6) Duration of use; and

(7) 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 approval official should require the sharing of rides to the extent reasonably feasible when Government vehicles are authorized.

(c) The Contractor establishes and enforces penalties for employees who use or authorize the use of Government vehicles for other than official purposes.

## **H.22 WORK FORCE TRANSITION AND MANAGEMENT (AUG 2004)**

(a) Pay and Benefits

(1) Except as otherwise provided herein, employees of Wackenhut Services, Inc. (WSI) represented by collective bargaining units on the date of contract award will for at least one year be provided substantially equivalent employee pay and comparable employee benefits to the pay and benefits they were receiving as of the final day of contract DE-AC08-98NV13149. These include, but are not limited to, medical, life insurance, long-term disability, and leave benefits.

(2) Cost of wages and fringe benefits, to employees represented by collective bargaining units, not in excess of those provided in the collective bargaining agreements listed in Section J, Attachment J-4 shall be allowable as set forth herein. The reasonable amounts of 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 agreements and revisions thereto listed in Section J, are allowable costs as set forth herein. Any "sign-on" bonuses offered or paid to employees of WSI as employment inducements shall be unallowable costs.

(3) Pension and Other Benefit Plans -- The Contractor shall become a sponsor of the existing WSI defined benefit pension and other benefit plan(s) and shall manage and sponsor those plans for its employees at the site in accordance with applicable law. The Contractor shall be responsible for funding, administering, and maintaining the qualified status of all pension and investment plans. The Contractor will honor pension benefit accruals under the previous contracts with WSI. All matters relating to the Pension Trust Funds will be governed by the applicable provisions of federal law, including the Internal Revenue Code (IRC) and the Employee Retirement Act of 1974 (ERISA), as well as, Part 31 of the Federal Acquisition Regulation (FAR).

(i) Changes or amendments to any of the pension and welfare benefit plans, including any of the retirement medical benefits, or to policies affecting any such plans, or to any underlying trust documents that affect such policies or plans, shall be consistent with applicable law, terms of the respective plans with respect to the procedures for amending such plans, and the terms of this contract and shall be made only with the express, advance, written consent of the NNSA Contracting Officer (CO). In collective bargaining, the Contractor shall make no commitments nor enter into any agreements to change any pension or benefit plans or policies affecting such plans without the prior approval of the NNSA CO. Further, the Contractor shall request NNSA CO approval in

PART I – THE SCHEDULE  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

---

advance of any early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Costs are unallowable until specifically approved by the Contracting Officer.

(ii) Because the Contractor is responsible for administering and maintaining the qualified status of all pension and investment plans, the Contractor must submit annual actuarial and employer certification as the sponsoring employer and participating employer in the pension plans demonstrating full compliance with the IRC and ERISA requirements including, but not limited to, any applicable non-discrimination testing.

(iii) The aggregate annual contributions incurred under the terms of each pension plan and costs incurred in the course of administration of each pension plan are allowable to the extent approved by the Contracting Officer.

(A) The amount of the aggregate annual contribution to each pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to each pension plan shall be no greater than the tax-deductible limit specified by the IRC Section 404.

(B) The contributions will be based on the actuarial valuation, as determined under ERISA, as amended from time to time, for the most recent plan year for each fund. Each fund shall be a trust. At the Contracting Officer's request, the Contractor shall provide an annual itemization of costs planned to be incurred for administration of each pension plan. The pension plan funds, not the Contractor, shall be liable for costs incurred in the course of administration.

c. Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to each pension plan as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act (ERISA) of 1974, amendments thereto, and any other applicable laws.

(iv) The Contractor will provide to the NNSA Contracting Officer copies of the following annual reports:

(A) Actuarial Valuation Reports: The annual actuarial valuation report for each DOE-reimbursed pension plan. When a pension plan is commingled, the Contractor shall submit separate reports for NNSA's portion and the plan total.

(B) Forms 5500: Copies of IRS Forms 5500 with Schedules for each NNSA-funded pension plan.

(C) Forms 5300: Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan.

(v) If the Contractor and NNSA agree to terminate a defined benefit pension plan, the provisions of Sections (vii) and (viii) below will apply.

(vi) Unless otherwise required by federal law or resulting from the collective bargaining process or CO approval, no amendment to a pension plan shall result in allowable costs under this contract if the adoption date of such amendment is less than twelve (12) months before the termination or expiration date of the Contract.

(vii) Contract Responsibilities for Pension and Benefit Plans

(A) Replacement Contractor Situation -- If this contract expires or terminates and there is a replacement Contractor(s) or all or a portion of the Contractor's work under this contract is reassigned to a replacement Contractor(s) --

(1) The Contractor shall use its best efforts to assist in the necessary arrangements for the replacement Contractor(s) to take over pension, post-retirement welfare and post-employment plans, plan assets and plan liabilities. Such arrangements shall include preserving for employees their accrued pension benefit and vesting

PART I – THE SCHEDULE  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

---

service time under the Contract by carrying forward Contractor pension service time to the replacement Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.

(2) Determination of Contract Service Pension Plan Assets and Liabilities

(a) Contract Service Assets -- Contract Service Assets shall be determined in accordance with subsection (a)(3)(iv)(A) and shall include all assets attributable to DOE-funded employer contributions (including investment earnings thereon) and the employee accumulations (including investment earnings thereon) determined at current market value until the date of payment or transfer.

(b) Liabilities for Present and Future Benefits - The Contractor's actuary shall quantify liabilities for employee plan benefits as of the contract termination or expiration date.

(3) Financial Requirements -- Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or spin-off shall be placed in short-term investment funds from a date stipulated by the Contracting Officer until the actual date of funds transfer.

(4) Successor Contractor -- Any NNSA-reimbursed assets awaiting transfer to a successor trustee or to NNSA shall be actively managed by the Contractor until the successor trustee or NNSA is able to assume stewardship of those assets.

(viii) No Replacement Contractor Situation --In the unlikely event that the contract is terminated or expires without a follow-on contract --

(A) The Contractor shall continue as plan sponsor of all existing and follow-on pension and welfare benefit plans covering site personnel with responsibility for management and administration of the plans, as directed by DOE, at DOE's sole discretion.

(B) In accordance with DOE-approved Contractor welfare benefit plans, the Contractor shall provide benefit continuation on a funding basis acceptable to DOE.

(C) During the final 12 months of this contract, the Contracting Officer shall provide written direction regarding post-contract responsibilities for pension and welfare benefit plans.

(ix) The Contractor agrees to credit incumbent employees with their current length of service - for calculating fringe benefits such as vacation, severance pay, etc.

(x) The Contractor agrees to honor accrued benefits as of the effective date of the contract for incumbent employees.

(xi) Vacation Costs: Under the previous WSI contract it was WSI's and NNSA Nevada Site Office's policy that the accrued vacation benefits would be reimbursed when used rather than when earned due to the nature of how WSI was reimbursed (i.e., Checks Paid Letter-of-Credit). As such, the costs of vacation benefits earned but not used were never reimbursed by the NNSA Nevada Site Office (NNSA/NSO). Therefore, the Contractor is authorized to include in their monthly invoice the amount expended for reimbursing WSI employees for using those vacation benefits earned but not used on the previous WSI contract. In addition, in order to maintain consistency with past practices, the Contractor agrees that vacation costs will be accrued, booked, and reported as earned and will invoice the NNSA/NSO for these expenditures when paid to the employee. At the end of this contract, the successor Contractor will assume all accrued vacation benefits earned but not used.

(b) Labor Relations (Also refer to the clause entitled "Collective Bargaining Agreements-Protective Services" (DEAR 952.237-70) contained in Section I)

(1) The Contractor will respect the rights of employees (1) 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 (2) to refrain from such activities.

PART I – THE SCHEDULE  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

---

(2) 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.

(3) The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations as developments that involve or appear likely to involve:

(i) Possible strike situations affecting the facility;

(ii). Referral to the Energy Labor-Management Relations Panel;

(iii) The National Labor Relations Board at any level;

(iv) Recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State Labor Law; or

(4) Any grievance that may be reasonably assumed will be arbitrated under a Collective Bargaining Agreement.

(c) The Contractor has authority for Contractor separations of below 50 employees in a 12-month period without prior approval from the contracting officer. At least fifteen workdays prior to implementing the separation, the Contractor shall simultaneously notify the NSO (Manager) and the congressional district office. For separations above 50 employees, the Contractor will need the approval of the NSO Manager.

(d) Contractor Human Resource Programs

(e) The above clause, as all other clauses, is not enforceable by, or for the benefit of, and shall create no obligation to any person or entity other than the contracting parties.

#### **H.23 SUBCONTRACTING PLAN (OCT 2004)**

The Contractor's Subcontracting Plan is incorporated in Part III, Section J, Attachment J-8.

#### **H.24 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT) (JUN 2003)**

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