

2. CONTRACT NO.  
**DE-NA0001435**

<p>CONTRACT SPECIALIST</p> <p><b>LARRY VELTMAN</b></p> <p>United States Department of Energy NNSA Business Services Division Attn: Larry Veltman, Bldg 388 / FAB/SSS P. O. Box 5400 Albuquerque, NM 87185-5400</p> <p>Phone: 505-845-4847 EMail: larry.veltman@nnsa.doe.gov</p>	<p>CONTRACTING OFFICER'S REPRESENTATIVE</p> <p><b>RAEFORD L., JR PHIFER</b> Phone: 702-295-3104 EMail: phiferr@nv.doe.gov</p>
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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Security Protective Force and Systems Services**

0001		1	\$109,721,069.00
		Lot	NTE \$109,721,069.00

*Noun:* SECURITY PROTECTIVE FORCE AND SYSTEMS  
SERVICES - BASE PERIOD

*Contract type:* R - COST PLUS AWARD FEE

*Inspection:* DESTINATION

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

The Contractor shall perform services as required and specified in the Statement of Work (SOW) entitled "Security Protective Force and Systems Services", dated 3 June 2011, in Part III, Section J, at Attachment J-1. The Contractor shall deliver data and submit reports, not separately priced, in accordance with the Reporting Requirements Checklist at Part III, Section J, Attachment J-2. Amounts billed under this CLIN are only for Direct Productive Labor Hour Rates as specified in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10, and Unpredicted Overtime DPLH Rates listed at Clause NNS-B-1016 entitled "Overtime". Total amounts billed under this CLIN shall not exceed the "Not-to-Exceed" (NTE) amount specified above. The Period of Performance for the Base Period is 1 January 2012 through 31 December 2014. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type.

**Funding Info Only**

000101			
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AA	\$1,000,000.00
	<i>PR/MIPR:</i>	12NA000416	\$1,000,000.00

**Funding Info Only**

000102			
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AB	\$60,000.00
	<i>PR/MIPR:</i>	12NA000416	\$60,000.00

**Funding Info Only**

000103			
	<i>Noun:</i>	Funding Info Only	
	<i>ACRN:</i>	AC	\$30,000.00
	<i>PR/MIPR:</i>	12NA000416	\$30,000.00

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

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

<b>0002</b>		1	EST \$21,176,421.00
		Lot	EST \$21,176,421.00

*Noun:* OTHER DIRECT COSTS (ODCS)  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Statement of Work. This is a cost-reimbursable line item and is non-fee-bearing. Amounts billed under this CLIN are only for Other Direct Costs indicated in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10 in the row entitled "Not-to-Exceed Other Direct Costs (incl. Material Handling Fee or G&A of Total amounts billed under this CLIN shall not exceed the "Not-to-Exceed" (NTE) amount specified above. The Period of Performance for the Base Period is 1 January 2012 through 31 December 2014. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type.

**Funding Info Only**

<b>000201</b>	<i>Noun:</i> Funding Info Only		
	<i>ACRN:</i> AD	\$10,000.00	
	<i>PR/MIPR:</i> 12NA000416		\$10,000.00

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

<b>0003</b>		1	EST \$7,131,870.00
		Lot	EST \$7,131,870.00

*Noun:* AWARD FEE  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The total available award fee is determined in accordance with Section H, Clause DOE-H-1017. Award Fee will be paid in accordance with Section H, Clause NNS-H-1030. The Period of Performance for the Base Period is from 1 January 2012 through 31 December 2014. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. Award Fee amounts for the base period are as follows:

Year 1: 1 January 2012 - 31 December 2012 - NTE: \$2,254,734.00  
Year 2: 1 January 2013 - 31 December 2013 - NTE: \$2,427,696.00  
Year 3: 1 January 2014 - 31 December 2014 - NTE: \$2,449,440.00

**Option Period I**

<b>1001</b>	OPTION CLIN
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*Noun:* OPTION I - SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The Contractor shall perform services as required and specified in the Statement of Work (SOW) entitled "Security Protective Force and Systems Services", dated 3 June 2011, in Part III, Section J, at Attachment J-1. The Contractor shall deliver data and submit reports, not separately priced, in accordance with the Reporting Requirements Checklist at Part III, Section J, Attachment J-2. Amounts billed under this CLIN are only for Direct Productive Labor Hour Rates as specified in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10, and Unpredicted Overtime DPLH Rates listed at Clause NNS-B-1016 entitled "Overtime". Total amounts billed under this CLIN shall not exceed the awarded "Not-to-Exceed" (NTE) amount. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period I is exercised, the Period of Performance is from 1 January 2015 through 31 December 2015 and the labor cost is estimated at \$38,279,979.00.

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

**1002**      OPTION CLIN

*Noun:*                      OPTION I - OTHER DIRECT COSTS (ODCS)  
*Contract type:*            R - COST PLUS AWARD FEE  
*Inspection:*                DESTINATION  
*Acceptance:*               DESTINATION  
*FOB:*                         DESTINATION

*Descriptive Data:*

The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Statement of Work. This is a cost-reimbursable line item and is non-fee-bearing. Amounts billed under this CLIN are only for Other Direct Costs indicated in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10 in the row entitled "Not-to-Exceed Other Direct Costs (incl. Material Handling Fee or G&A of                      Total amounts billed under this CLIN shall not exceed the awarded "Not-to-Exceed" (NTE) amount. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period I is exercised, the Period of Performance is from 1 January 2015 through 31 December 2015 and the estimated ODC cost is \$6,718,173.00.

**Option Period I**

**1003**      OPTION CLIN

*Noun:*                      OPTION I - AWARD FEE  
*Contract type:*            R - COST PLUS AWARD FEE  
*Inspection:*                DESTINATION  
*Acceptance:*               DESTINATION  
*FOB:*                         DESTINATION

*Descriptive Data:*

The total available award fee is determined in accordance with Section H, Clause DOE-H-1017. Award Fee will be paid in accordance with Section H, Clause NNS-H-1030. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period I is exercised, the Period of Performance is from 1 January 2015 through 31 December 2015 and the total award fee is estimated at \$2,488,199.00.

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

**2001**      OPTION CLIN

*Noun:*                                      OPTION II - SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES  
*Contract type:*                          R - COST PLUS AWARD FEE  
*Inspection:*                                DESTINATION  
*Acceptance:*                              DESTINATION  
*FOB:*                                         DESTINATION

*Descriptive Data:*

The Contractor shall perform services as required and specified in the Statement of Work (SOW) entitled "Security Protective Force and Systems Services", dated 3 June 2011, in Part III, Section J, at Attachment J-1. The Contractor shall deliver data and submit reports, not separately priced, in accordance with the Reporting Requirements Checklist at Part III, Section J, Attachment J-2. Amounts billed under this CLIN are only for Direct Productive Labor Hour Rates as specified in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10, and Unpredicted Overtime DPLH Rates listed at Clause NNS-B-1016 entitled "Overtime". Total amounts billed under this CLIN shall not exceed the awarded "Not-to-Exceed" (NTE) amount. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period II is exercised, the Period of Performance is from 1 January 2016 through 31 December 2016 and the labor cost is estimated at \$38,985,638.00.

**Option Period II**

**2002**      OPTION CLIN

*Noun:*                                      OPTION II - OTHER DIRECT COSTS (ODCS)  
*Contract type:*                          R - COST PLUS AWARD FEE  
*Inspection:*                                DESTINATION  
*Acceptance:*                              DESTINATION  
*FOB:*                                         DESTINATION

*Descriptive Data:*

The Contractor shall furnish all travel, materials, supplies, equipment and other miscellaneous ODCs (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Statement of Work. This is a cost-reimbursable line item and is non-fee-bearing. Amounts billed under this CLIN are only for Other Direct Costs indicated in the Pricing Schedule B-1, Part III, Section J, at Attachment J-10 in the row entitled "Not-to-Exceed Other Direct Costs (incl. Material Handling Fee or G&A of                                      Total amounts billed under this CLIN shall not exceed the awarded "Not-to-Exceed" (NTE) amount. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period II is exercised, the Period of Performance is from 1 January 2016 through 31 December 2016 and the estimated ODC cost is \$6,901,181.00.

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

**2003**            OPTION CLIN

*Noun:*                            OPTION II - AWARD FEE  
*Contract type:*                R - COST PLUS AWARD FEE  
*Inspection:*                    DESTINATION  
*Acceptance:*                  DESTINATION  
*FOB:*                             DESTINATION

*Descriptive Data:*  
The total available award fee is determined in accordance with Section H, Clause DOE-H-1017. Award Fee will be paid in accordance with Section H, Clause NNS-H-1030. The contract type is a modified Cost-Plus-Award-Fee; refer to NNS-B-1007 for further information regarding the contract type. In the event Option Period II is exercised, the Period of Performance is from 1 January 2016 through 31 December 2016 and the total award fee is estimated at \$2,534,067.00.

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

**A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**NNS-B-1001 IMPLEMENTATION OF LIMITATION OF FUNDS (NOV 2009) (TAILORED)**

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and allotted to this contract for CLIN(s) 0001 through 0003 is \$1,100,000.00. It is estimated that this amount is sufficient to cover performance through 15 February 2012.

**NNS-B-1007 CONTRACT TYPE: COST-PLUS-AWARD-FEE (NOV 2009) (TAILORED)**

The contract type is a Modified Cost Plus Award Fee (CPAF). The CPAF aspect of the contract is modified from the usual definition by providing reimbursement of labor costs for hours worked through billing of pre-determined, non-fee-bearing fixed labor rates, inclusive of estimated overhead. In accordance with FAR 52.216-7, Allowable Cost and Payment (DEC 2002) (Deviation), actual labor costs incurred shall not be the basis for labor cost reimbursement under this modified CPAF contract.

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

- (a) The total estimated cost including base period and all options (if exercised), excluding award fee of this contract is: \$221,782,461.00.
- (b) The total maximum award fee for the base period and all options (if exercised) for this contract is: \$12,154,136.00.
- (c) The total estimated ceiling price for this contract is: \$233,936,597.00.

**NNS-B-1011 ITEMS BEING ACQUIRED (MAR 2011)**

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

(b) Hourly Rates: The Labor Rate/Pricing Schedule B-1 at Part III, Section J, Attachment J-10 include fully-burdened composite hourly labor rates (excluding fee) for each proposed Direct Productive Labor Hour (DPLH) labor category. Fully burdened rates include all labor-related costs, unless specifically excepted by the terms of the contract. The performance periods cited represent the base contract period and the optional performance periods that may be exercised unilaterally by the Government.

**NNS-B-1013 DISTRIBUTION OF AWARD FEE (MAR 2011)**

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

Evaluation Period: 1/1/2012 - 12/31/2012  
Potential Award Fee: \$2,546,734.00

Evaluation Period: 1/1/2013 - 12/31/2013  
Potential Award Fee: \$2,427,696.00



Evaluation Period: 1/1/2014 - 12/31/2014  
Potential Award Fee: \$2,449,440.00

Option Evaluation Period: 1/1/2015 - 12/31/2015  
Potential Award Fee: \$2,488,199.00

Option Evaluation Period: 1/1/2016 - 12/31/2016  
Potential Award Fee: \$2,534,067.00

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

**NNS-B-1014 PRICE AND RATE SCHEDULES (MODIFIED COST PLUS AWARD FEE) (MAY 2011)**

See Attachment J-10 (Pricing Schedule B-1) for Labor categories and rates for each contract performance period, and Contract Clause NNS-B-1016 "Overtime" for Unpredicted Overtime Rates.

**NNS-B-1015 ADDING NEW LABOR CATEGORIES AFTER CONTRACT AWARD (MAR 2011)**

The Government does not intend to add any labor categories to the NNSA/NSO contract after contract award; however, changes in the mission, the emergence of new technologies, and other fundamental changes affecting the NNS requirements may necessitate the addition of new labor categories. Either annually, or at the government's request, the contractor may propose additional labor categories/descriptions/rates to add to the contract that are necessary for performance. The government will negotiate these rates on a case-by-case basis.

**NNS-B-1016 OVERTIME (MAY 2011)**

Overtime is defined and allowed in accordance with FAR clause 52.222-2, Attachment J-10 (Pricing Schedule B-1), and the "Schedule of Unpredicted Overtime Rates" outlined below, which specify two different categories of Overtime Rates: Standard Overtime and Unpredicted Overtime. Standard Overtime represents that overtime that is of a relatively short duration or of such a nature that it is cost beneficial to use overtime (such as using overtime for training to cover shift workers, etc.). The contractor shall be reimbursed for Standard Overtime at DLPH rates established at Attachment J-10 of the contract.

Unpredicted Overtime is that overtime that is of a long duration and generally results from unplanned changes in threat levels or operations. Unpredicted Overtime may also result from a management decision to adjust scheduling practices to meet requirements. Unpredicted Overtime rates shall be used when Standard Overtime exceeds 25% of the projected DPLH of the Security Police Officers, or as directed by the Contracting Officer.

The Unpredicted Overtime percentage can be increased upon approval of the Contracting Officer to cover unforeseen overtime caused by a national emergency and other overtime deemed to be outside of the contractor's control. Unpredicted Overtime rates are established heretofor:

SCHEDULE OF UNPREDICTED OVERTIME RATES

Labor Category	UNPREDICTED OVERTIME RATES			G&A	Note 2 Unpredicted Overtime Rate
	Note 1 Hourly Wage Rate	OT 0.5 Premium	FICA 7.65%		
Lieutenant SRT	\$32.28	\$16.14	\$3.70		
Lieutenant	\$30.88	\$15.44	\$3.54		
CAS Operator	\$28.91	\$14.46	\$3.32		

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

SPO III	\$29.34	\$14.67	\$3.37
SPO II	\$28.07	\$14.04	\$3.22
SPO I	\$27.63	\$13.82	\$3.17

Labor Category	Note 1 Hourly Wage Rate	DT 1.0 Premium	FICA 7.65%	G&A	Note 2 Unpredicted Double Time Rate
Lieutenant SRT					N/A
Lieutenant					N/A
CAS Operator	\$28.91	\$28.91	\$3.32		
SPO III	\$29.34	\$29.34	\$3.37		
SPO II	\$28.07	\$28.07	\$3.22		
SPO I	\$27.63	\$27.63	\$3.17		

Note 1: Hourly wages, the associated overtime and double time premiums, FICA and G&A are the same for each Contract Year in accordance with FAR 52.222-43. These Unpredicted Overtime Rates will be subject to Equitable Adjustment to the extent allowed under this FAR Clause.

Note 2: These Unpredicted Overtime and Double Time Rates are the same as the "standard" Overtime and Double Time Rates since no fixed costs were included in the standard rates.

(End of clause)

**NNS-B-1017 OPTION PERIODS (MAR 2011)**

The Contractor agrees that performance during any option period shall be accomplished within that option period's total estimated cost, award fee, and ceiling price, as set forth below:

OPTION PERIOD I: January 1, 2015 through December 31, 2015

Option Term: 12 Months  
Estimated Cost: \$44,998,152.00  
Award Fee: \$ 2,488,199.00  
Total Ceiling Price: \$47,486,351.00

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

Option Term: 12 Months  
Estimated Cost: \$45,886,819.00  
Award Fee: \$ 2,534,067.00  
Total Ceiling Price: \$48,420,886.00

**NNS-B-1012 TOTAL COST AND CEILING PRICE (JUN 2011)**

a) Total Cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and other direct and indirect costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time

during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(b) Ceiling Price. The Government will not be obligated to pay the Contractor any amount in excess of the total ceiling price in the Schedule, or the ceiling price for each CLIN, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling prices set forth in the Schedule or CLINs, unless and until the Contracting Officer notifies the Contractor in writing that the applicable ceiling price(s) has been increased and specifies in the notice a revised ceiling that shall constitute the applicable ceiling price for performance under this contract. When and to the extent that the ceiling price(s) set forth in the Schedule or CLINs have been increased, any hours expended and other direct and indirect costs by the Contractor in excess of the applicable ceiling price before the increase shall be allowable to the same extent as if the hours expended and other direct and indirect costs had been incurred after the increase in the applicable ceiling price.

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

**DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**DOE-C-1007 REPORTS (NOV 2009)**

Reports shall be prepared and submitted in accordance with Attachment J-2 located in Section J, and as specified in other clauses in the contract.

(End of clause)

**NNS-C-1002 STATEMENT OF WORK (MAR 2011)**

The Statement of Work (SOW) for this contract is incorporated herein at Part III, Attachment No. J-1.

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

**DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**NNS-D-1001 PACKAGING (NOV 2009)**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

(End of clause)

**NNS-D-1002 MARKING (NOV 2009)**

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(End of clause)

**NNS-D-1003 SECURITY REQUIREMENTS (NOV 2009) (TAILORED)**

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current NNSA/DOE Safeguards and Security directives identified below:

Refer to Part III, Section J, Attachment J-3 entitled 'DOE/NNSA Directives and Other Documents'.

(End of clause)

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

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

**DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**DOE-E-1001 INSPECTION AND ACCEPTANCE (NOV 2009)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of clause)

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
<b>0001</b>		1	31 Dec 2014
	<i>Noun:</i>	SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES - BASE PERIOD	
	<i>ACRN:</i>	9	
	<i>Descriptive Data:</i>	The Period of Performance for the Base Period is 1 January 2012 - 31 December 2014.	
<b>0002</b>		1	31 Dec 2014
	<i>Noun:</i>	OTHER DIRECT COSTS (ODCS)	
	<i>ACRN:</i>	9	
	<i>Descriptive Data:</i>	The Period of Performance for the Base Period is 1 January 2012 to 31 December 2014.	
<b>0003</b>		1	31 Dec 2014
	<i>Noun:</i>	AWARD FEE	
	<i>ACRN:</i>	9	
	<i>Descriptive Data:</i>	The Period of Performance for the Base Period is 1 January 2012 to 31 December 2014.	

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

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

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

**DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**NNS-F-1001 PRINCIPAL PLACE OF PERFORMANCE (MAR 2011)**

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

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

**NNS-F-1002 DELIVERABLES (MAR 2011)**

Deliverables shall be provided in accordance with the requirements of the Statement of Work (SOW), applicable project procedures, and as required by the Contracting Officer's Representative (COR) in accordance with Department of Energy Regulation (DEAR) Clause 952.242-70 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 Contracting Officer (CO).



PART I - THE SCHEDULE  
SECTION G - CONTRACT ADMINISTRATION DATA

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ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
<b>AA</b>		\$1,000,000.00
00900.2012.01.100260.25231.2221069.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000101: \$1,000,000.00	
	<i>PR/MIPR:</i> 12NA000416 \$1,000,000.00	
<b>AB</b>		\$60,000.00
00900.2012.01.100260.25231.2221079.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000102: \$60,000.00	
	<i>PR/MIPR:</i> 12NA000416 \$60,000.00	
<b>AC</b>		\$30,000.00
00900.2012.01.100260.25231.2221070.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000103: \$30,000.00	
	<i>PR/MIPR:</i> 12NA000416 \$30,000.00	
<b>AD</b>		\$10,000.00
00900.2012.01.100260.25231.2221076.0000000.0000000.0000000.0000000		
	<i>Funding breakdown:</i> On CLIN 000201: \$10,000.00	
	<i>PR/MIPR:</i> 12NA000416 \$10,000.00	

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

**A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**DOE-G-1007 CONTRACTING OFFICER'S REPRESENTATIVE (NOV 2009)**

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is Raeford L. Phifer Jr. Specific duties and responsibilities of the COR are those delegated in the Contracting Officer's Representative Delegation for this contract.

(End of clause)

**DOE-G-1009 CONTRACTOR'S PROGRAM MANAGER (NOV 2009)**

(a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (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.

(End of clause)

**DOE-G-1010 NON-SUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (NOV 2009)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

(End of clause)

**NNS-G-1002 BILLING INSTRUCTIONS - MODIFIED COST-REIMBURSEMENT CONTRACT (MAR 2011)**

(a) The following instructions are provided for the use by the Contractor in the preparation and submission of vouchers requesting reimbursement for work performed this modified cost plus award fee contract. Compliance with these instructions and submission of electronic vouchers will reduce correspondence and other causes for delay to a minimum and will assure prompt payment to the Contractor.

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://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF%201034.pdf](http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF%201034.pdf)>

(b) A certified "Statement of Cost - Public Voucher Attachment " summary sheet shall accompany the SF 1034 for each voucher submitted during each contract period of performance. A sample format for the Contract Period 1 summary sheet is included in Part III, Section J, Attachment J-6. Instructions for completion of the summary sheet follow:

- (1) Statement of Cost shall be completed, making due allowance for the Contractor's cost accounting system.
- (2) Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the contract.
- (3) If overtime or travel is claimed, a copy of the Contractor's overtime or travel request and Contracting Officer's approval for overtime or travel must accompany the Statement.
- (4) All claimed subcontractor costs shall be supported by attaching copies of the subcontractor's invoice with the same detail as outlined herein (as applicable).
- (5) Claimed defined benefit pension plan contributions accrued under the previous contract must be separately identified (and preapproved by the Contracting Officer) under "Other Direct Costs"
- (6) Claimed paid vacation benefits accrued under the previous contract must be separately identified (and preapproved by the contracting officer) under "Other Direct Costs".
- (7) The DPLH incurred during the current billing period must be shown and the DPLH Summary completed.
- (8) The total estimated cost, billed cost for the current invoice, cumulative billed cost for the applicable contract period, and cumulative contract cost billed to date must be shown.
- (9) The total award fee pool, award fee pool billed for the current invoice, cumulative award fee billed for the applicable contract period, and cumulative award fee billed for the contract to date must be shown.
- (10) The certification on the Statement of Cost must be signed by a responsible official of the Contractor.
- (11) Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.

(c) Contractors must submit invoices/vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit invoices/vouchers, attached supporting documentation and check the payment status of any invoice submitted to the DOE. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher/invoice. To obtain access to and use VIPERS, please visit the web page at: <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system can be found in the 'Electronic Invoice Instructions' document under the 'Document Links' section provided on the web page.

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

(e) The Contractor should contact the NNSA Financial Services Department, (865)576-0910, if assistance is needed for voucher submission.

(End of clause)

**NNS-G-1003 CONTRACTING OFFICER AND CONTRACT SPECIALIST INFORMATION (JUN 2011)**

Contact the Contract Specialist and/or Contracting Officer stated below for all administrative matters:

Contract Specialist:	Larry P. Veltman	
	Phone: (505) 845-4847	
	E-Mail Address: <a href="mailto:Larry.Veltman@nnsa.doe.gov">Larry.Veltman@nnsa.doe.gov</a>	
	Mailing Address: NNSA/BSD/FAB/SSS	
	P.O. Box 5400	
Contracting Officer:	Mary B. Henry	Pennsylvania & H Street, Bldg. 20388
	Phone: (505) 845-6493	KAFB, NM 87185-5400
	E-Mail Address: <a href="mailto:Mary.Henry@nnsa.doe.gov">Mary.Henry@nnsa.doe.gov</a>	

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

**A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**DOE-H-1001 OMBUDSMAN (JUL 2010) (TAILORED)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the ombudsman, Jill E. Robbins, National Nuclear Security Administration, 1000 Independence Ave. SW, Washington D.C. 20585, phone: (202) 586-9678, fax: (202) 586-7535, e-mail: jill.robbins@nnsa.doe.gov. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

**DOE-H-1011 DEPARTMENT OF LABOR WAGE DETERMINATIONS (NOV 2009) (TAILORED)**

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-4 and 52.222-42 "Statement of Equivalent Rates for Federal Hires" when applicable.

(End of clause)

**DOE-H-1015 AWARD FEE PLAN (NOV 2009) (TAILORED)**

(a) The 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 30 calendar days prior to the start of the first evaluation period.

(b) The award fee plan will set forth the criteria upon which the Contractor will be evaluated for performance relating to General Management, Protective Force, Physical Security Systems, Integrated Safety Management System and Emergency Management.

(c) Unilateral changes may be made to the Award Fee Plan if the Contractor is provided written notification by the Contracting Officer 30 calendar days before the changes become effective. Any changes made by the Contracting Officer shall apply prospectively only.

(End of clause)

**DOE-H-1017 AWARD FEE (NOV 2009) (TAILORED)**

(a) The Award Fee Plan is located at Section J, Attachment J-12 and is unilaterally established by the Government.

(b) The fixed, billable hourly labor rates on this contract exclude fee or profit. The only fee/profit the contractor may earn on this contract shall be award fee which shall be awarded to the contractor in accordance with this clause. The lesser of 30% of the award fee pool or 3% of the award fee labor allocation base for each period shall be paid to the contractor for meeting minimum satisfactory award fee criteria (i.e. for obtaining an overall award fee rating of "Satisfactory" in accordance with the Award Fee Plan). Additional award fee for exceeding satisfactory award fee criteria for each award fee period shall be paid in accordance with the Award Fee Plan.

(c) Beginning on the award date of this contract, the Government shall evaluate the Contractor performance on an annual basis for a determination of the award fee earned by the Contractor.

(d) The Contractor may earn a minimum award fee of \$0 and a maximum award fee of \$12,154,136.00 during the term of the contract. The DOE Fee Determination Official (FDO) shall determine the earned portion of the maximum award fee allocable to each performance period for award.

(e) The Contractor agrees that the evaluation of the Contractor's performance and the determination as to the amount of award fee earned will be made by the FDO, in accordance with the Award Fee Plan. The Contractor shall be advised in writing of the determination and of the reasons why the award fee was earned or why it was not earned, if the latter is applicable.

(f) The Contracting Officer will issue a unilateral contract modification when the award fee, if any, has been determined by the FDO. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the contract modification, the Contractor may submit a public voucher for payment of the remaining earned award fee for which the contractor has not yet been paid in accordance with clause NNS-H-1030 - PROVISIONAL PAYMENT OF AWARD FEE (MAY 2011) for the period evaluated.

(g) Award fee denied in one period will not be made available during a subsequent award fee period.

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

(End of clause)

#### **DOE-H-1020 OPTIONS TO THE CONTRACT (NOV 2009) (TAILORED)**

(a) The Government may unilaterally exercise the option(s) in 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 exercise at least 60 (insert number of days) days before the contract expires. The preliminary notice does not commit the Government to execute the option.

(b) If the Government exercises an option, the contract shall be considered to include this option provision.

(c) Should the Government exercise any option hereunder all contractual terms and conditions shall remain in effect.

#### **OPTIONS:**

Option I - January 1, 2015 - December 31, 2015

Option II - January 1, 2016 - December 31, 2016

(End of clause)

**DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (NOV 2009) (TAILORED)**

The Government may award contracts for on-site work or services to additional contractors. These contracts may involve work at or near the work site of work issued under this contract. The Contractor shall fully coordinate its work with the work of Other Government Contractors (OGCs) and with the appropriate Government representative(s). The Contractor shall cooperate fully with all other on-site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. If any part of the Contractor's work is dependant upon the completion of work by other OGCs, the Contractor shall inspect such work and promptly report to the designated Government representative in writing any apparent defects or deficiencies in such work that would render it unacceptable or prevent the Contractor from fulfilling its contractual obligations or complying with established schedules. The Contractor agrees to notify the designated Government representative of any obstructive conditions that would impede work or any other scheduling conflicts with activities by Government personnel or OGCs. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee. The Contractor may be required to participate in weekly coordination meetings.

(End of clause)

**DOE-H-1030 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (JAN 2011) (TAILORED)**

Within 120 days after the award date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan. The Plan shall describe an aggressive program to identify conflicts of interest, avoid conflicts of interest and facilitate the mitigation of actual conflicts of interest and shall be periodically updated as required during the term of the contract. The Plan shall consist of the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor and its related entities.
- (b) The procedures the Contractor will utilize to avoid, identify, mitigate and terminate conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the OCI Management Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all DOE required representations and certifications and factual analyses are timely submitted to the Contracting Officer for approval.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed, collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information, and physical safeguards, if necessary.
- (g) The procedures for OCI training and self-education of employees, as well as the frequency of recertification.
- (h) The enforceable disciplinary mechanisms to be used by the Contractor.

(End of clause)

**DOE-H-1032 RELEASE OF INFORMATION (NOV 2009) (TAILORED)**

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 at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to NNSA Nevada Site Office, Nevada Support Facility, Office of Public Affairs, 232 Energy Way, N. Las Vegas, NV 89030, with a copy provided to the Contracting Officer.

(End of clause)

**DOE-H-1048 GREEN PURCHASING UNDER DOE SERVICE CONTRACTS (JUN 2010)**

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and well being of Federal employees, contract service providers and visitors using the facility. Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

(b) To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

(End of clause)

**DOE-H-1050 LOBBYING RESTRICTION (FULL-YEAR CONTINUING APPROPRIATIONS ACT, 2011) (APR 2011)**

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

(End of clause)

**DOE-H-1051 CONSECUTIVE NUMBERING (NOV 2009)**

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

(End of clause)

**NNS-H-1001 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (NOV 2009)**

The Representations, Certifications, and Other Statements of Offeror were verified on the OnLine Representations and Certifications Application (ORCA) website on 21 December 2011, 06:30 MST Mountain Time, and are hereby incorporated by reference.

(End of clause)

**NNS-H-1002 STANDARD INSURANCE REQUIREMENTS (NOV 2009)**

In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

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

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

(2) employer's liability insurance of at least \$100,000.

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

(c) 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.

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

(End of clause)

**NNS-H-1003 ACCESS TO DOE-OWNED OR LEASED FACILITIES (AUG 2011)**

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. The contractor should consider the following types of potential problems, which are not all inclusive and may vary depending on access requirements, when making hiring decisions:

(1) is the candidate suspected of being a terrorist;

(2) is the candidate subject to an outstanding warrant;



(3) has the candidate deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

(4) has the candidate presented false or forged identity source documents;

(5) has the candidate been barred from Federal employment;

(6) is the candidate currently awaiting a hearing or trial or been convicted of a crime punishable by imprisonment of six (6) months or longer; or

(7) is the candidate awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

(End of clause)

#### **NNS-H-1004 INFORMATION TECHNOLOGY EQUIPMENT USE (NOV 2009) (TAILORED)**

(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 its computer systems on an as-required basis and will provide the network capability.

(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. If Contracting Officer consent is required, the Contractor shall furnish to the Contracting Officer information concerning the need for and selection of such information technology equipment, including the specific make and model; and the lease-versus-purchase determination.

(End of clause)

**NNS-H-1005 OBSERVANCE OF NATIONAL HOLIDAYS (NOV 2009) (TAILORED)**

(a) Observance of National Holidays/Administrative Time-Off

(1) The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

(2) The Contractor shall not exceed the total number of holidays identified in paragraph (a) above. Contractor personnel shall comply with their own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall be consistent with company's established cost accounting standards and practices; other terms and conditions of the contract, and Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.

(3) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the Contractor. However, when granting any administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract. Costs for administrative time-off granted by the Contractor to its employees shall not be directly charged to the contract, nor shall the work be performed subsequently at premium or overtime pay. Additionally, the Government will not reimburse the Contractor for hours not worked by its employees.

(b) Billable Time

(1) Billable time performed during Contractor's normal duty hours may include the following:

- (i) from the Contractor's facility to assigned site of work or Government training;
- (ii) in performing the assigned duties;
- (iii) transfer to a new assigned site of work; and
- (iv) return from assigned site of work to the Contractor's plant.

(2) Billable time will be reimbursed at fixed hourly rates identified in the Pricing Schedule B-1 at Attachment J-10 or Unpredicted Overtime Rate Schedule at local Clause NNS-B-1016.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in

travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:

- (i) sick leave
- (ii) vacation leave
- (iii) emergency leave
- (iv) travel time to and from job assignment for leave or holiday
- (v) travel time during other than the normal duty hours identified in paragraph (1) above
- (vi) unauthorized time spent before leaving Contractor's facility for assigned work site; and
- (vii) time spent awaiting security clearances.

(End of clause)

#### **NNS-H-1006 CONFIDENTIALITY OF INFORMATION (NOV 2009)**

(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 that 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 that is in the public domain at the time of receipt by the Contractor;

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

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

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

(b) The Contractor agrees 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 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 that specify any information or data received as confidential or proprietary and that identify the entity or entities who 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 that 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, including this paragraph (d) shall be included in subcontracts if 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.

(End of clause)

**NNS-H-1007 KEY PERSONNEL (NOV 2009) (TAILORED)**

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

NAME	TITLE
David Bradley	Program Manager
Martin Glasser	Deputy Program Manager
Richard Grandy	Director, Technical Services & Support

Key Personnel are dedicated full-time to this contract.

(b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

(End of clause)

**NNS-H-1008 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (NOV 2009) (TAILORED)**

(a) 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 (includes equipment and servicing); Vehicles (includes purchase, maintenance, and fuel); Equipment and associated parts (includes weapons and ammunition); and Office Supplies. Additional office space may be provided by the Government as the NNSA project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

(b) As on-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems will be furnished by the Government on an as-required basis, the Security Protective Force Services Contractor shall be responsible for identifying needs and developing the required acquisition documents for required items under this contract. "On-site" means a Government specified location at a Government facility.

**NNS-H-1009 COMPUTER SYSTEMS SECURITY (NOV 2009) (TAILORED)**

(a) The Contractor agrees to comply with the NNSA/DOE directives at Part III, Section J, Attachment J-3 and all other regulations specified in this contract or as required by law or regulations.

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

(End of clause)

**NNS-H-1010 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT  
(JAN 2011) (TAILORED)**

The Contractor is required to comply with the following in accordance with DOE O 221.1A, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2A, Cooperation with the Inspector General:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g. OIG, other law enforcement, supervisor, employee concerns office, security officials.) Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks, fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest, and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the contractors' cognizance.

(d) Ensure that their employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that their employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement

(g) Contractors must ensure that all their employees understand that they must:

(1) comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements.

(2) not impede or hinder another employee's cooperation with the OIG.

(3) ensure that reprisals are not taken against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) The DOE IG hotline telephone number is 202-586-4073.

(End of clause)

**NNS-H-1012 CONTRACTOR IDENTIFICATION SPECIFICATIONS (NOV 2009) (TAILORED)**

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly

differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

(End of clause)

**NNS-H-1013 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (JAN 2011)**

In the performance of this contract, the Contractor is responsible for complying with the DOE O 471.1B requirements and for flowing down all requirements to subcontractors.

**NNS-H-1015 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (JAN 2011)**

(a) DOE Order 142.3A entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference.

(b) The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

(End of clause)

**NNS-H-1016 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (NOV 2009)**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

(End of clause)

**NNS-H-1017 VIOLENCE IN THE WORKPLACE (NOV 2009)**

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

(End of clause)

**NNS-H-1019 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (NOV 2009)**

(a) No work may be performed at the covered workplace unless and until the government approves the Contractor's Worker and Safety Health Program. "Covered workplace" means a place at a DOE site where a Contractor is responsible for performing work in furtherance of a DOE or NNSA mission. "DOE site" means a DOE-owned or -leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a Contractor in furtherance of a DOE mission.

(b) The Contractor, or a subcontractor at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. 10 CFR 851 is incorporated into the contract by reference. In

the event of any conflict between this special contract requirement and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

(c) The Contractor shall implement and maintain a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851).

(d) Contractors must incorporate in the Worker and Safety Health Program any changes, conditions, or workplace safety and health standards directed by DOE consistent with the requirements of 10 CFR Part 851 and Laws, Regulations, Directives and NNSA Policy (if in the basic contract) and associated contract clauses. (see §851.13(c)(3)).

(e) The Contractor will provide a copy of their Government approval and WSHP plan to:

Mr. Glenn S. Podonsky, Chief  
Office of Health, Safety and Security HS-1  
Forrestal Bldg US DOE  
1000 Independence Ave SW  
Washington DC 20585

(f) Each year, 90 days before the anniversary of the contract effective date, the Contractor must submit to the Contracting Officer either an updated worker safety and health program for approval or a letter stating that no changes are necessary in the currently approved worker safety and health program.

(g) If a Contractor employs or supervises workers who are represented for collective bargaining by a labor organization, see §851.11(d).

(h) Nothing in Part 851 or this special contract requirement precludes a Contractor from taking any additional protective action that is determined to be necessary to protect the safety and health of workers (see §851.12).

(End of clause)

#### **NNS-H-1021 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (JUN 2011)**

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

(b) New users, when registering to update information under this contract, should select "NNSA Service Center Procurement" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are accepted; all FOCI documentation requiring signatures, dates, and company stamps, must be printed, completed, and uploaded into the Miscellaneous Tab within the eFOCI system. Hard copies are no longer required.

(End of clause)

#### **NNS-H-1025 SERVICES OF CONSULTANTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (MAR 2011)**

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

(1) for the use 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) If the Contracting Officer's written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid including whether such fees exceed the lowest fee charged by consultants to other firms for performing services that are similar in nature.

(c) The Contractor must obtain and furnish to the Contracting Officer either an Organizational Conflict of Interest (OCI) Disclosure or Representation if required pursuant to DEAR Subpart 909.5, Organizational and Consultant Conflicts of Interest, prior to a consultant performing any effort under this contract. No effort shall be performed by the consultant until the Contracting Officer has made an OCI determination for that consultant.

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

Name of Company	Value of Award
None	

(End of clause)

**NNS-H-1026 WORK FORCE TRANSITION, MANAGEMENT, PAY AND BENEFITS (MAY 2011)**

(a) Pay:

(1) Except as otherwise provided herein, employees of the incumbent contractor who are members of the collective bargaining unit on the date of contract award and individuals who are hired by the successor contractor will, through the term of the existing Collective Bargaining Agreement (CBA), be provided the employee pay and benefits as specified in the CBA listed at Part III, Section J, Attachment J-5.

(2) Wages and fringe benefits paid to employees represented by the collective bargaining unit shall not be less than those provided in the CBA listed in Part III, Section J, Attachment J-5 and such costs shall be included in the fixed billing rates set forth in clause NNS-B-1014, Price and Rate Schedules. 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 CBA and revisions thereto listed in Section J, are allowable as an indirect cost component of the fixed billing rates set forth in clause NNS-B-1014. Wages and fringe benefits paid to service employees who are not included in the bargaining unit shall not be less than those set forth in Service Contract Wage Determination, No. 05-2331 found in Part III, Section J, Attachment J-4. Any "sign-on" bonuses offered or paid to employees of the incumbent as employment inducements is unallowable and shall not be included in the fixed billing rates set forth in clause NNS-B-1014.

(3) Vacation Costs:

(i) Under the previous contract, accrued vacation benefits would be reimbursed when used rather than when earned. As such, the costs of vacation benefits earned but not used were never reimbursed by NNSA. Therefore, the Contractor is authorized to include in its monthly invoice as an Other Direct Cost, the amount expended for reimbursing incumbent contractor employees for using those vacation benefits earned but not used on the previous contract, when vacation time is used under the current contract. All other vacation costs shall be included as a fringe component of the fixed labor billing rates.



(ii) The Contractor shall carry-over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of contract performance.

(4) Severance Pay:

(i) Severance pay is not payable to an employee performing work under this Contract if the employee:

- (A) Voluntarily separates, resigns, or retires from employment;
- (B) Is offered comparable employment with a successor/replacement contractor;
- (C) Is offered comparable employment with a parent or affiliated company;
- (D) Receives an offer to transfer from one DOE/NNSA site to another DOE/NNSA site with comparable benefits; or
- (E) Is discharged for cause.

(ii) An employee of the Contractor who does not receive an offer from the successor contractor at the end of the period-of-performance will be paid severance pay by the Contractor.

(iii) Prorated repayment of severance pay shall be required if an employee receives severance and is subsequently re-employed by the Contractor with comparable pay and benefits. The amount of pro rata repayment shall be based on the length of time between separation and new hire date.

(iv) Allowable severance pay will be reimbursable as an Other Direct Cost to the extent approved by the Contracting Officer.

(b) Benefits:

(1) Existing Defined Benefit Pension Plans - The cost of contributions to the Pension Plan for the Non-bargained Employees of Wackenhut Services, Inc.-Las Vegas and the cost of contributions to the Independent Guard Association of Nevada Pension Trust Funds (collectively referred to as the "existing defined benefit pension plans") shall be excluded from the fixed hourly rate. The aggregate annual contributions incurred under the terms of the existing defined benefit pension plans are allowable as an Other Direct Cost to the extent approved by the Contracting Officer.

The Contractor shall become a sponsor of the existing defined benefit pension plans sponsored by the incumbent contractor with responsibility for management and administration of the plans. The Contractor shall be responsible for funding, administering, and maintaining the qualified status of all pension and benefit plans. All matters relating to existing defined benefit pension plans will be governed by the applicable provisions the Internal Revenue Code (IRC), the Employee Retirement Act of 1974 (ERISA), the Pension Protection Act of 2006 (PPA), Part 31 of the Federal Acquisition Regulation (FAR) and any other applicable laws.

(i) Changes or amendments to any of the existing defined benefit pension plans 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 DOE/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 DOE/NNSA CO. Further, the Contractor shall request the DOE/NNSA CO approval in advance of any early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Costs of changes or amendments to any of the existing defined benefit pension plans are unallowable until specifically approved by the Contracting Officer.

(ii) No presumption of allowability will exist when the Contractor implements a new defined benefit pension plan or makes changes to existing defined benefit pension plans until the Contracting Officer

makes a determination of cost allowability for reimbursement for new or changed defined benefit pension plans. Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval. The justification must:

- (A) Provide the dollar estimate of savings or costs and
- (B) Provide the basis of determining the estimated savings or cost.

(2) The Contractor shall conduct an Employee Benefits Value Study (Ben Val) for non-bargaining unit employees and submit it to the Contracting Officer no later than 60 days after the date of the effective contract. A Ben Val is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to employees measured against the RV of benefit programs offered by at least 15 comparator companies approved by the Contracting Officer. The Ben Val shall include major non-statutory benefit plans offered by the Contractor, including qualified defined benefit (DB) and/or defined contribution (DC) retirement and capital accumulation plans and death, disability, health, and paid time off welfare benefit programs. To the extent that the Ben Val does not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.

(i) An Employee Benefits Value Study for non-bargaining unit employees must be completed every two years.

(A) With respect to the results of the Ben Val for non-bargaining unit employees, when the net benefit value of the benefits provided by the Contractor exceeds the net benefit value of the benefits provided by the comparator group by more than five percent and the net benefit value of the retirement benefits is greater than or equal to 100%, the Contractor shall submit a corrective action plan no later than 90 days after the Ben Val is provided to the Contracting Officer. If a corrective action plan is necessary, it must propose changes to the terms of the existing defined benefit pension plans in lieu of proposing changes to other benefit changes that may lower the relative value of the overall benefits package of the Contractor. The Contractor and NNSA may agree to contract modifications necessitated by any changes to the existing defined benefit pension plans.

(ii) A Ben Val for bargaining unit employees must be completed 6 months prior to the expiration of the collective bargaining agreement.

(A) Within two years of Contracting Officer approval of the Contractor's corrective action plan for non-bargaining unit employees, or pursuant to negotiation of the subsequent collective bargaining agreement for bargaining unit employees, the Contractor shall align employee benefit programs with the benefit value as approved by the Contracting Officer.

(iii) In addition, the Contractor shall submit an updated Ben Val to the Contracting Officer for approval prior to the adoption of any change to any existing defined benefit pension plan.

(3) Because the Contractor is responsible for administering and maintaining the qualified status of all pension and benefit 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.

(4) The Contractor must make annual contributions to the existing defined benefit pension plans in amounts necessary to ensure that the plans are funded to meet the annual minimum required contributions under ERISA, as amended by PPA and any subsequent amendments to ERISA. The Contractor shall notify the Contracting Officer at least sixty (60) days prior to the date a payment is due if the payment of the minimum required contribution will result in benefit restrictions to plan participants. Reimbursement above the annual ERISA required minimum contribution will require prior approval of the Contracting Officer.

(i) 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. At the Contracting Officer's request, the Contractor shall provide an annual itemization of costs planned to be incurred for administration of each defined pension plan. The defined pension plan funds, not the Contractor, shall be liable for costs incurred in the course of administration.

(ii) 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.

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

(i) 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 the DOE/NNSA's portion and the plan total.

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

(iii) 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.

(6) If the Contractor and the DOE/NNSA agree to terminate a defined benefit pension plan, the provisions of Sections (8) and (9) below will apply.

(7) No amendment to an existing defined benefit 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, unless such amendment is required by law or if the Contracting Officer has provided approval.

(8) The Contractor shall not terminate any pension or other benefit plan without notifying the Department at least 60 days prior to the scheduled date of plan termination and receiving approval from the Contracting Officer.

(i) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market. Insurance companies bidding for this business shall satisfy Department of Labor standards. The Contractor shall apply the assumptions and termination procedures of the Pension Benefit Guaranty Corporation.

(ii) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer. The rate of accrued interest shall be negotiated in good faith between the parties to the contract.

(iii) If ERISA or IRC rules prevent a full transfer of excess NNSA reimbursed assets from the terminated plan, the contractor shall pay any deficiency directly to the DOE/NNSA according to a schedule of payments to be negotiated by the parties.

(iv) On the same day as the contractor notifies the IRS of the plan termination, all the DOE/NNSA assets will be placed in a high-yield, fixed-income portfolio until full disposition of the terminating plan's liabilities. The portfolio shall be rated no lower than Standard & Poor's "AA."

(v) The DOE/NNSA liability to a commingled pension plan shall not exceed that portion which corresponds to participants' service accrued for their work under a DOE/NNSA contract. The DOE/NNSA shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

(vi) After all liabilities of the plan are satisfied the contractor shall return to the DOE/NNSA an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to the DOE/NNSA. Such amount and such earnings shall be subject to a DOE/NNSA audit. To affect the purposes of this paragraph, the DOE/NNSA and the contractor may stipulate to a schedule of payments.

(9) Post Contract Responsibilities for Pension and Other Benefit Plans:

(i) If this Contract expires or terminates and the DOE/NNSA has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired contractor employees with respect to service, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans consistent with direction from the Contracting Officer. If a commingled plan is involved, the contractor shall:

(A) Spin off the DOE/NNSA portion of any commingled plan that provides benefits for employees working at the DOE/NNSA facility into a separate plan. The new plan shall provide benefits similar to those provided by the commingled plan and shall carry with it the NNSA assets on an accrual basis market value, including the DOE/NNSA assets that have accrued in excess of the DOE/NNSA liabilities.

(B) Bargain in good faith with the DOE/NNSA or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. The DOE/NNSA and the contractor(s) shall establish an effective date of spinoff. On the same day as the contractor notifies the IRS of the spinoff, all DOE/NNSA assets assigned to a spun-off plan shall be placed in a high-yield, fixed income portfolio until the successor trustee is able to assume stewardship of those assets. The portfolio shall be rated no lower than Standard & Poor's "AA."

(ii) If this Contract expires or terminates and the DOE/NNSA has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

(A) Subject to paragraph (B) immediately below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.

(B) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

(c) 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. The Contractor shall comply with the National Labor Relations Act (NLRA) and any applicable state labor laws.

(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 developments that involve or appear likely to involve:

(i) Possible strike situations affecting the facility;

(ii) Formal action by the National Labor Relations Board (NLRB) including but not limited to issuance of a Complaint against the Contractor. Copies of complaints, settlement agreements, judgments and any other documents issued in connection with Contractor action with respect labor practices to shall be provided to the Contracting Officer;

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

(iv) Any grievance scheduled for arbitration under any collective bargaining agreement that has the potential for significant economic or other impact as well as the decision of the arbitrator; or

(v) Other significant issues that may involve review by other federal or state agencies.

(4) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives including economic parameters, prior to negotiation of any collective bargaining agreement, extension or revision thereto. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which could change costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer in advance before proposing or agreeing to changes in any pension or other benefit plans.

(5) The Contractor shall provide an electronic copy of the bargaining agreement to the Contracting Officer no later than 30 days after formal ratification. The Contractor shall provide the "Report of Settlement" 30 days after formal ratification using the Work Force Information System (WFIS).

(6) Contractor shall notify the Contracting Officer in a timely fashion of all labor relations issues including economic issues and other matters that have a potentially significant impact on work rules, make or buy decisions, or other matters that may cause a significant deviation from past customs or practices.

(d) Workforce Restructuring: The Contractor has authority to conduct employee separations involving 100 employees or less in a 12-month period without prior approval from the Contracting Officer. At least fifteen workdays prior to implementing the separations, the Contractor shall notify the Contracting Officer. For separations involving more than 100 employees, the Contractor will need the approval of the NSO Site Office Manager and the Contracting Officer.

(e) Pension Management Plan:

The Contractor shall submit a plan for management and administration (Pension Management Plan) for each defined benefit pension plan (Plan) for which the Department has a continuing obligation to reimburse pension contributions that is consistent with the terms of this Contract and which includes estimated assets, estimated liabilities, and estimated contributions and the prior year's actuarial valuation report annually on January 30.

(1) The Pension Management Plan shall include:

(i) The Contractor's best estimate of the contributions which it will be legally obligated to make to the Plan(s), beginning with the required contributions for the current fiscal year, based on the latest actuarial valuation, and continuing for the following four fiscal years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the Plan document(s). All contribution calculations should reflect payments made during DOE fiscal years, beginning October 1 through September 30, and the next succeeding four fiscal years. The Contractor shall include a summary of the key actuarial assumptions used to determine the required contribution. All estimates must be based upon the most recently available asset information for the Plan. For example, for a Plan with a July 1 valuation date, project the July 1, value of assets for the current year to be used in the calculation from the actual January 1, value of assets from the same year.

(ii) If the actuarial valuation submitted pursuant to the annual Pension Management Plan update indicates that the sponsor of the Plan must impose benefit restrictions, the Contractor shall provide the following information:

- (A) The type of benefit restriction that will take place;
- (B) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction;
- (C) The amount of money that would need to be contributed to the Plan and the timing of such contribution to avoid legally required benefit restrictions; and
- (D) A recommendation regarding whether the additional money should be contributed to the Plan and the rationale for the recommendation.

(2) A detailed discussion of how the Contractor intends to manage the Plan(s) to maximize contribution predictability (i.e. forecasting accuracy) and to contain current and future costs, to include the rationale for selection of all Plan assumptions (i.e., actuarial experience studies) that determine the required contributions and which impact the level and predictability of required contributions. As part of the Contractor's plan to maximize contribution predictability, the Contractor may propose funding strategies other than ERISA minimums for the DOE/NNSA's consideration and approval. The Contractor shall submit the following for the DOE/NNSA to consider in deciding on the alternate funding strategy:

(i) Identify whether the current year additional amount can be absorbed within the current operating budget.

(ii) Discuss the integration of Plan's funding strategy and investment strategy taking into consideration the plan's demographic profile, liability duration, and impact of current year funding decisions on future year contribution requirements.

(iii) Discuss the strategy for achieving fully funded status and protecting against erosion of the Plan's funded status.

(iv) Discuss the strategy for specifically protecting any pension funding contributions reimbursed in excess of the minimum required contribution against the risk of significant loss.

(v) Discuss whether the plan has a prefunding or funding standard carryover balance that could be used to improve the plan's AFTAP without requiring additional contributions. Provide a rationale regarding the recommended use of the available balance(s).

(3) An assessment to evaluate the effectiveness of the Contractor's Plan(s) investment management/results. The assessment must include at a minimum: a review and analysis of Plan investment objectives and asset allocations; results of the most recent asset liability study and investment policy review; the strategies employed to achieve the Plan's investment objectives; and the methods used to monitor execution of those strategies and the achievement of the investment objectives. The Contractor shall also identify its plans, if any, for revising any aspect of its Pension Management Plan based on the results of the review.

Within thirty (30) days after the date of the submission, appropriate Contractor representatives will meet with the Contracting Officer and other DOE/NNSA representatives to discuss the Contractor's proposed Pension Management Plan. The Contractor must be prepared to discuss any differences between the prior fiscal year's estimated pension contributions for future fiscal years and the most recent estimated pension contributions for future fiscal years and the rationale for any such discrepancies. In addition, discrepancies between the actual contributions made for the most recent fiscal year preceding the meeting and the estimated contributions for that fiscal year and the rationale for any such discrepancies, and funding strategies for the Plan will be discussed.

(f) 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.

(End of clause)

#### **NNS-H-1027 WAGE DETERMINATION RATES (MAR 2011)**

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 at Attachment J-4, the Collective Bargaining Agreement (CBA) at Attachment J-5, and 52.222-42 Statement of Equivalent Rates for Federal Hire when applicable.

(End of clause)

#### **NNS-H-1028 UNCOMPENSATED OVERTIME (MAR 2011)**

Uncompensated Overtime is defined in FAR Clause 52.237-10. Hourly billing rates listed at Attachment J-10 shall not include Uncompensated Overtime rates. In accordance with FAR 52.216-7(b)(1)(i)(Deviation), billed hourly rates shall be evidenced by actual payment. The contractor shall not bill the Government for labor hours associated with Uncompensated Overtime allocated to this contract.

(End of clause)

#### **NNS-H-1030 PROVISIONAL PAYMENT OF AWARD FEE (MAY 2011)**

(a) Provisional award fee payments will be made under this contract during the basic contract period and each successive option period, pending the determination of the amount of fee earned for an evaluation period. The total amount of award fee available in an evaluation period that will be provisionally paid will be the lesser of 30% of the evaluation period award fee pool, or 3% of the proposed award fee allocation base. This amount corresponds to the minimum award fee earned for "satisfactory" performance.

(b) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next

payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(c) If the Contracting Officer determines that the Contractor will not achieve a level of satisfactory performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(d) Unless discontinued or reduced due to Contracting Officer determination, provisional award fee payments will be made on a monthly pro-rata basis for 12 months prior to the first award fee determination by the Government. Thereafter, provisional award fee payments will be made on a monthly pro-rata basis prior to each subsequent annual evaluation period.

(End of clause)

#### **NNS-H-1031 PROJECT SPECIFIC PROGRAM PLANS (MAY 2011)**

(a) Project specific performance within the scope of this contract, apart from tasks and requirements specifically detailed within the Statement of Work (SOW) shall be subject to the following procedures:

(1) The contractor shall prepare an annual program plan based on input from the Contracting Officer's Representative (COR).

(2) Prior to any performance taking place, the contractor shall prepare project specific program plans (Plan). Each Plan will contain specific scope, estimated cost, and schedule breakdown and may be modified throughout performance to reflect any changes in the NNSA/NSO's programmatic priorities.

(3) The COR will review and recommend approval of each Plan and the Contracting Officer (CO) will approve the Plan prior to contractor performance or incurrence of costs associated with the specific project.

(4) If at any time throughout the contract period, the contractor expects to exceed the total estimated ceiling of an approved Plan, a request for modification with documentation justifying the increase in ceiling cost shall be submitted by the contractor, through the COR to the CO for approval. The approval for the modification must be executed prior to the contractor incurring additional costs.

(b) This procedure is of lesser order of precedence than the 'Implementation of Limitation of Funds' clause at NNS-B-1001 and any other cost and performance related clauses specifically outlined in Sections 'B' and 'F' of the contract. The contractor is not authorized to incur costs or proceed with performance on any Plan that is not in compliance with any of these clauses or requirements detailed in the SOW.

(End of clause)

#### **NNS-H-1032 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY (MAY 2011)**

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-3 appended to this contract. The Contracting Officer may, from time to time and at any time, revise Attachment J-3 by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising Attachment J-3 (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 52.243-2, Changes--Cost Reimbursement (Aug 1987) Alternate I (Apr 1984), of this contract.

(End of clause)

#### **NNS-H-1033 LABOR RATE PRICE ADJUSTMENTS (MAY 2011)**

Future Wage Determination (WD) and Collective Bargaining Agreement (CBA) price adjustments resulting from implementation of FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) applicable to CLINS 0001, 1001, and 2001 (fixed billing rates) under this contract shall be the lesser of the difference between the revised WD/CBA labor and fringe rates per hour for the revised WD/CBA period and the Contractor's awarded WD/CBA direct labor and fringe rates per hour prior to the revised WD/CBA period, or the difference between the new W/DCBA labor and fringe rates per hour and the contractor's actual WD/CBA direct labor and fringe rates per hour prior to implementation of a revised WD/CBA period. If the calculation results in a negative number, the price adjustment shall be zero. In no instance shall a future WD/CBA price adjustment exceed the difference between the preceding WD/CBA and new WD/CBA wage and benefit requirements.

Illustrative Examples:

Initial CBA Rate	Actual Rate	Awarded Rate	Revised CBA	Maximum Price Adjustment
1. \$20.00	\$21.00	\$25.00	\$24.00	\$0
2. \$20.00	\$21.00	\$22.00	\$24.00	\$2
3. \$20.00	\$21.00	\$20.00	\$24.00	\$3
*4. \$20.00	\$19.00	\$20.00	\$24.00	\$4

Explanation:

1. No price adjustment because awarded CBA rate exceeds revised CBA rate.
2. Price adjustment is difference between revised CBA rate and awarded CBA rate.
3. Price adjustment is difference between actual rate and revised CBA rate.
4. Price adjustment is difference between initial CBA rate and revised CBA rate. \*NOTE: This scenario represents a violation of the Service Contract Act.

(End of clause)

#### **NNS-H-1034 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (JUN 2011)**

IAW DEAR Clause 970.5223-1 and as prescribed in 970.2303-3(b):

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes. The Contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Contractor and subcontractor employees managing or supervising employees performing work.

(2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.

(3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.

(4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

(5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

(6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the Contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the Contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The Contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the Contractor will-

(1) Define the scope of work;

(2) Identify and analyze hazards associated with the work;

(3) Develop and implement hazard controls;

(4) Perform work within controls; and

(5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the Contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the Contractor will measure system effectiveness.

(e) The Contractor shall submit to the Contracting Officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the

Contracting Officer. Guidance on the preparation, content, review, and approval of the System will be provided by the Contracting Officer. On an annual basis, the Contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the Contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The Contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The Contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The Contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Contracting Officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the Contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the Contracting Officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the Contractor is responsible for compliance with the ES&H requirements applicable to this contract. The Contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

(i) The Contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the Contractor may choose not to require the subcontractor to submit a Safety Management System for the Contractor's review and approval.  
(End of Clause)

#### **NNS-H-1035 NONDISPLACEMENT OF QUALIFIED WORKERS (JUL 2011)**

(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face

lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States."

(End of clause)