

2. CONTRACT NO.  
**DE-SOL-0002014**

CONTRACT SPECIALIST  
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**NNSA Service Center**  
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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Base Period**

0001		36 Months	_____
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*Noun:* 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-12, and Unpredicted Overtime DPLH Rates listed at Attachment J-13. 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 October 2011 through 30 September 2014.

**Base Period**

0002		1 Lot	_____
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*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-12 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 October 2011 through 30 September 2014.

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

0003		36 Months	_____ _____
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*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 October 2011 through 30 September 2014.

**Option Period I**

1001	OPTION CLIN		_____
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*Noun:* OPTION I - SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES

*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-12, and Unpredicted Overtime DPLH Rates listed at Attachment J-13. Total amounts billed under this CLIN shall not exceed the "Not-to-Exceed" (NTE) amount specified above. In the event Option Period I is exercised, the Period of Performance is from 1 October 2014 through 30 September 2015.

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

<b>1002</b>	OPTION CLIN		_____
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*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-12 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. In the event Option Period I is exercised, the Period of Performance is from 1 October 2014 through 30 September 2015.

**Option Period I**

<b>1003</b>	OPTION CLIN		_____
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*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. In the event Option Period I is exercised, the Period of Performance is from 1 October 2014 through 30 September 2015.

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

<b>2001</b>	OPTION CLIN		_____
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*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-12, and Unpredicted Overtime DPLH Rates listed at Attachment J-13. Total amounts billed under this CLIN shall not exceed the "Not-to-Exceed" (NTE) amount specified above. In the event Option Period II is exercised, the Period of Performance is from 1 October 2015 through 30 September 2016.

**Option Period II**

<b>2002</b>	OPTION CLIN		_____
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*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-12 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. In the event Option Period II is exercised, the Period of Performance is from 1 October 2015 through 30 September 2016.

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

2003	OPTION CLIN		_____
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<i>Noun:</i>	OPTION II - AWARD FEE
<i>Contract type:</i>	R - COST PLUS AWARD FEE
<i>Inspection:</i>	DESTINATION
<i>Acceptance:</i>	DESTINATION
<i>FOB:</i>	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. In the event Option Period II is exercised, the Period of Performance is from 1 October 2015 through 30 September 2016.

**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 TBD (insert total obligation amount). It is estimated that this amount is sufficient to cover performance through TBD (insert date).

**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: \$\_\_\_\_\_.
- (b) The total maximum award fee for the base period and all options (if exercised) for this contract is: \$\_\_\_\_\_.
- (c) The total estimated ceiling price for this contract is: \$\_\_\_\_\_.

**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 Tables at Part III, Section J, Attachment J-12 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: X/X/2011 - X/X/2012  
Potential Award Fee:

Evaluation Period: X/X/2012 - X/X/2013  
Potential Award Fee:

Evaluation Period: X/X/2013 - X/X/2014  
Potential Award Fee:

Option Evaluation Period: X/X/2014 - X/X/2015  
Potential Award Fee:

Option Evaluation Period: X/X/2015 - X/X/2016  
Potential Award Fee:

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-12 (Pricing Schedule B-1) and Attachment J-13 (Unpredicted Overtime Schedule 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 and Attachments J-12 and J-13, 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-12 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 at Attachment J-13 of the contract.

(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: (Three Years After Date of Award through Four Years After Date of Award)

Option Term: 12 Months  
Estimated Cost: \$ \_\_\_\_\_  
Award Fee: \$ \_\_\_\_\_  
Total Ceiling Price: \$ \_\_\_\_\_

OPTION PERIOD II: (Four Years After Date of Award through Five Years After Date of Award)

Option Term: 12 Months  
Estimated Cost: \$ \_\_\_\_\_  
Award Fee: \$ \_\_\_\_\_  
Total Ceiling Price: \$ \_\_\_\_\_

**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 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 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 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>		36	ASREQ
	<i>Noun:</i>	SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES	
	<i>Descriptive Data:</i>		
	The Period of Performance for the Base Period is 1 October 2011 to 30 September 2014.		
<b>0002</b>		1	ASREQ
	<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 October 2011 to 30 September 2014.		
<b>0003</b>		36	ASREQ
	<i>Noun:</i>	AWARD FEE	
	<i>ACRN:</i>	9	
	<i>Descriptive Data:</i>		
	The Period of Performance for the Base Period is 1 October 2011 to 30 September 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.

**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).

**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 and post retirement benefit 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: [Larry.Veltman@nnsa.doe.gov](mailto:Larry.Veltman@nnsa.doe.gov)  
Mailing Address: NNSA/OBS/FAD  
P.O. Box 5400  
Contracting Officer: Mary B. Henry  
Phone: (505) 845-6493  
E-Mail Address: [Mary.Henry@nnsa.doe.gov](mailto:Mary.Henry@nnsa.doe.gov)  
Pennsylvania & H Street, Bldg. 20388  
KAFB, NM 87116

**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 (insert attachment number) and 52.222-42 Statement of Equivalent Rates for Federal Hire 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-15 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 TBD (insert maximum award fee amount) 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 - October 1, 2014 - September 30, 2015

Option II - October 1, 2015 - September 30, 2016 (Enter option number, change in period of performance, change in estimated cost, fee and total. Repeat for each option.)

(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 TBD 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 (NOV 2009)**

(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, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

(1) is, or is suspected of being, a terrorist;

(2) is the subject of an outstanding warrant;

(3) has 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 presented false or forged identity source documents;

(5) has been barred from Federal employment;

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

(7) is 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-12 or Unpredicted Overtime Rate Schedule at Attachment J-13 (as applicable).

(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
_____	_____
_____	_____
_____	_____
_____	_____

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 (JAN 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/Purchasing" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are accepted.

(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

????? (insert cleared consultant(s) and subcontract amount(s))

(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.

(b) Benefits:

(1) Defined Benefit Plan Contributions and Post Retirement Benefit Costs - The cost of contributions to legacy employee defined benefit plans and other post retirement benefits shall be excluded from the fixed hourly rate. The aggregate annual contributions incurred under the terms of each legacy defined pension plan, and other Post Retirement Benefits, 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 and other benefit plan(s) 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 the Independent Guard Association of Nevada (IGAN) Pension Trust Funds will be governed by the applicable provisions of federal law, including the Internal Revenue Code (IRC) and the Employee Retirement Act of 1974 (ERISA), as well as Part 31 of the Federal Acquisition Regulation (FAR). In addition, all other pension and benefit plans shall be maintained consistent with the requirements of the IRC, ERISA, the Pension Protection Act of 2006 (PPA), and any other applicable laws.

(i) Changes or amendments to any of the pension and post-retirement welfare benefit plans, including any of the post-retirement medical benefits, or to policies affecting any such plans, or to any underlying trust documents that affect such policies or plans, shall be consistent with applicable law, terms of the respective plans with respect to the procedures for amending such plans, and the terms of this contract and shall be made only with the express, advance, written consent of the 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 pension and post-retirement welfare benefit plans are unallowable until specifically approved by the Contracting Officer.

(ii) 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.

(iii) 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.

(A) The Contractor must make annual contributions to the 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.

(B) The contributions will be based on the actuarial valuation, as determined under ERISA, as amended from time to time, for the most recent plan year for each fund. 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.

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

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

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

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

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

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

(vi) No amendment to a pension plan shall result in allowable costs under this contract if the adoption date of such amendment is less than twelve (12) months before the termination or expiration date of the Contract, unless such amendment is required by law or if the Contracting Officer has provided approval.

(vii) Terminating Plans:

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.

(A) 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.

(B) 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.

(C) 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.

(D) 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."

(E) 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.

(F) 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.

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

(A) 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 comingled plan is involved, the contractor shall:

(1) Spin off the DOE/NNSA portion of any comingled 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 comingled 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.

(2) 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."

(B) 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:

(1) Subject to paragraph (2) 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.

(2) 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 simultaneously notify the NSO (Program Manager). 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 shall 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 shall 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-12 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)

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

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
52.210-1	MARKET RESEARCH (APR 2011)
52.215-2	AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) - ALTERNATE II (OCT 2001)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is 'See Attachments J-12 & J-13'
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

*Notwithstanding FAR prescription 22.1006(c)(1), this clause is applicable to the contract unit price labor rates included in the contract price schedule and is applicable to CLIN(s) 0001, 1001, & 2001 only.*

- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (DEC 2007)
- 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.228-7 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
- 52.232-17 INTEREST (OCT 2010)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-2 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
- 52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)  
Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: '?????'  
Para (j), the following subcontracts which were evaluated during negotiations: '?????'
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010) - ALTERNATE I (JUN 2010)
- 52.245-1 GOVERNMENT PROPERTY (AUG 2010)
- 52.245-9 USE AND CHARGES (AUG 2010)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 52.248-1 VALUE ENGINEERING (OCT 2010)  
Para (m). Contract number. 'TBD'
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)  
52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)  
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

**B. OTHER CONTRACT CLAUSES**

952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)  
952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)  
952.204-77 COMPUTER SECURITY (AUG 2006)  
952.208-70 PRINTING (APR 1984)  
952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) - ALTERNATE I (AUG 2009)  
Para (b)(1)(i), period of restriction  
'three'  
952.215-70 KEY PERSONNEL (DEC 2000)  
952.217-70 ACQUISITION OF REAL PROPERTY (MAR 2011)  
952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)  
952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT -- SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (AUG 2009)  
952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)  
952.231-71 INSURANCE -- LITIGATION AND CLAIMS (AUG 2009)  
952.237-70 COLLECTIVE BARGAINING AGREEMENTS PROTECTIVE SERVICES (AUG 1993)  
952.247-70 FOREIGN TRAVEL (AUG 2009)  
952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)  
952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)  
970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

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

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.202-1 DEFINITIONS (DEVIATION) (JUL 2004) (TAILORED)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

(End of clause)

#### **52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

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

(b)

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

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

(3)

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

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

(End of clause)

#### **52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) (DEVIATION) (MAY 2011)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 as supplemented by subpart 931.2 of the DEAR in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Labor costs, which are pre-determined, non-fee-bearing fixed hourly labor billing rates, inclusive of estimated overhead, for Prime and Subcontractor labor prescribed in the contract for payment for labor that meet the labor category qualifications of the labor categories specified in the contract, substantiated by time-keeping records and actual payment, and all those recorded costs, excluding the aforementioned fixed hourly rates, that at the time of reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items purchased or services purchased directly for the contract."

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Allowable Other Direct Reimbursable Costs identified in NNS-H-1026, Work Force Transition, Management, Pay and Benefits;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs associated with allowable direct costs, exclusive of direct labor, as shown in records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts, when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) (TAILORED)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the expiration of the current period of performance as specified in the Schedule.

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A  
WAGE DETERMINATION

Employee Class See Attachment J-10	Monetary Wage - Fringe Benefits
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(End of clause)

#### **52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**

(a) Definitions. As used in this clause—

“Toxic chemical” means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA
- (3) The list of Material Safety Data Sheets required by Section 311 of EPCRA
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of Clause)

#### **52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)**

(a) Definitions. As used in this clause—

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

(End of Clause)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

(End of clause)

#### **52.252-4 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows: (a) 52.202-1 Definitions (December 2001) (As Modified by 952.202-1) (April 2002)

FAR 52.202-1 is modified to add the following definitions contain in the NNSA Deviation to DEAR 902.1:

(c) In lieu of the definitions of "agency head" and "senior procurement executive" in FAR 2.201, the following definitions shall be used:

"Agency Head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for the National Nuclear Security Administration (NNSA) of the Department of Energy.

"Senior Procurement Executive" means the individuals who are responsible for management direction of the acquisition system of the NNSA, including implementation of the unique acquisition policies, regulations, and standards of the NNSA. For the NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

FAR 52.216-7 - Allowable Cost and Payment (Dec 2002) is modified to replace paragraph (b) Reimbursing Costs (1) (i) in its entirety. See FAR 52.216-7 - Allowable Cost and Payment (Dec 2002) (Deviation) (May 2011) for approved deviation language.

FAR 52.222-43 - Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) is included in the contract and includes the following prescription: "Notwithstanding FAR prescription 22.1006(c)(1), this clause is applicable to the contract unit price labor rates included in the contract price schedule and is applicable to CLIN(s) 0001, 1001, & 2001 only."

(End of clause)

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

### **B. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

#### **952.204-2 SECURITY (MAR 2011)**

(a) Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

(d) Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information--

(1) relates primarily to the military utilization of atomic weapons; and

(2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) Definition of National Security Information. The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) Definition of Special Nuclear Material. The term "special nuclear material" means--

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Access authorizations of personnel.

(1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reappraised without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those--

(A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and

(B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

- A. The date(s) each Review was conducted;
- B. Each entity that provided information concerning the individual;
- C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
- D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
- E. The results of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) Foreign Ownership, Control, or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(End of clause)

**952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) (TAILORED)**

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of 2 years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(End of clause)

#### **952.242-70 TECHNICAL DIRECTION (DEC 2000) (TAILORED)**

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that --

- (1) Constitutes an assignment of additional work outside the Statement of Work (SOW);
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of clause)

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	20	03 JUN 2011	STATEMENT OF WORK (SOW) - SECURITY PROTECTIVE FORCE AND SYSTEMS SERVICES FOR THE NEVADA SITE OFFICE
ATTACHMENT 2	8	30 SEP 2010	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 3	2	03 JUN 2011	DOE/NNSA DIRECTIVES AND OTHER DOCUMENTS
ATTACHMENT 4	10	15 JUN 2010	SCA WAGE DETERMINATION NO. 2005-2331 (REV 10)
ATTACHMENT 5	206	27 MAY 2009	COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN WSI & IGAN - 2009-2014
ATTACHMENT 6	2	03 JUN 2011	CERTIFIED STATEMENT OF COST - PUBLIC VOUCHER ATTACHMENT
ATTACHMENT 7	TBD		SMALL BUSINESS SUBCONTRACTING PLAN (TO BE ADDED AT AWARD)
ATTACHMENT 8	1	03 JUN 2011	GOVERNMENT FURNISHED PROPERTY / EQUIPMENT (GFP / GFE) LISTING
ATTACHMENT 9	TBD		CONTRACTOR'S TRANSITION PLAN (TO BE ADDED AT AWARD)
ATTACHMENT 10	3	03 JUN 2011	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
ATTACHMENT 11	3	01 MAY 2011	DOE F 470.1 CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)
ATTACHMENT 12	3	03 JUN 2011	NNS-B-1014 - PRICE SCHEDULE (MODIFIED COST PLUS AWARD FEE)
ATTACHMENT 13	1	03 JUN 2011	NNS-B-1014 - UNPREDICTED OVERTIME RATE SCHEDULE
ATTACHMENT 14	3	03 JUN 2011	ARGUS FUNCTION DESCRIPTIONS
ATTACHMENT 15	21	01 OCT 2011	AWARD FEE PLAN (PERFORMANCE EVALUATION PLAN)

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

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

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

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:.....

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$18.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification

52.223-13 Certification of Toxic Chemical Release Reporting

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION (MAY 2011)**

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

**52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full

compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principal', for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### **52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options;  
and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or  
Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES  NO

(End of provision)

**52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

**B. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT**

**952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (JUN 1997)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that

does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

**NNS-K-1001 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (NOV 2009) (TAILORED)**

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES \_\_\_\_, answer paragraph b. below

NO \_\_\_\_, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name	Address
___	___

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name	Telephone No.
___	___

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name	Address
___	___

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name	Telephone No.
___	___

(End of provision)

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

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)  
52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)  
52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF  
SUBCONTRACT EFFORT (OCT 2009)  
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB  
1999)  
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER  
(MAY 1999)  
52.237-1 SITE VISIT (APR 1984)

**B. OTHER SOLICITATION PROVISIONS**

952.204-73 FACILITY CLEARANCE (MAR 2011)  
952.219-70 DOE MENTOR-PROTEGE PROGRAM (MAY 2000)  
952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)  
952.233-5 AGENCY PROTEST REVIEW (SEP 1996)  
970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE  
SITES (DEC 2010)

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

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.216-01 TYPE OF CONTRACT (APR 1984) (DEVIATION) (MAY 2011)**

The Government contemplates awarding a modified Cost Plus Award Fee (CPAF) type contract. 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.

(End of provision)

**52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mary B. Henry, Department of Energy, National Nuclear Security Administration, Service Center Office of Business Services, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-6493.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

(End of provision)

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**B. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT**

**952.233-2 SERVICE OF PROTEST (MAR 2002)**

As prescribed in 933.106(a), add the following to the end of the Provision at 48 CFR 52.233-2:

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

(End of provision)

**DOE-L-1001 QUESTIONS CONCERNING THIS SOLICITATION (NOV 2009) (TAILORED)**

(a) Questions concerning this solicitation must be submitted via Fed Connect on the website at: <https://www.fedconnect.net/fedconnect>, no later than 10 calendar days before the established proposal due date to allow a reply to reach all prospective offerors before the submission of their proposals. Offerors are advised that the Government reserves the right not to consider questions received less than 10 days before proposals are due, but may do so at its discretion. Each question should clearly specify the solicitation area to which it refers.

(b) Any information concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors. The identity of the prospective offerors asking questions will be withheld. A copy of all questions and their respective answers will be published on the FedConnect website as soon as practicable. Offerors are advised that answers provided by the Government through FedConnect will not qualify the terms and conditions of the solicitation.

(c) The Government shall not respond to questions submitted by telephone, E-mail or in person at any time. Offerors are encouraged to periodically check Fed Connect to ascertain the status of any answers to questions, as hard copies will not be distributed.

(End of provision)

#### **DOE-L-1004 NUMBER OF AWARDS (NOV 2009)**

It is anticipated that there will be one award(s) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

(End of provision)

#### **DOE-L-1005 FALSE STATEMENTS (NOV 2009)**

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(End of provision)

#### **DOE-L-1006 EXPENSES RELATED TO OFFEROR SUBMISSIONS (NOV 2009)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

(End of provision)

#### **DOE-L-1008 PRE-BID/PRE-PROPOSAL CONFERENCE (NOV 2009) (TAILORED)**

(a) A pre-proposal conference and site visit was held as indicated below:

TIME: 8 am to 5 pm (Pacific Daylight Time)  
DATE: May 24, 2011  
PLACE: NNSA Nevada Site Office  
Nevada Support Facility  
232 Energy Way  
N. Las Vegas, NV 89030

(b) Due to potential delay during entry on the site, it is recommended that attendees report to the badge office at 7:30 am. You must produce picture identification as part of the badging process.

(c) During this conference the Government will review the contract requirements, the proposal submission requirements and the evaluation process.

(d) Any questions to be answered during the conference were required to be submitted via FedConnect no later than May 17, 2011. Written questions were also be taken at the conference, but answers were not always provided at that time. All questions and answers, including those not answered at the conference will be provided via FedConnect. Offerors are advised that nothing that is said or done at the pre-proposal conference or site visit or answers provided by the Government through FedConnect or FedBizOpps will qualify the terms and conditions of the solicitation. Terms of the solicitation will remain unchanged UNLESS the solicitation is formally amended in writing per FAR 15.206.

(e) Attendance at the conference is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this conference or corresponding Site Visit. Due to space

limitations, only five (5) representatives per potential offeror will be allowed at the conference. To facilitate the Government's planning; please provide the name, organizational affiliation, phone number, e-mail address and citizenship of each proposed attendee via FedConnect. Please note that all attendees must be U.S. citizens.

(f) The site visit was held immediately after the pre-proposal conference. The Government will conduct the visit in a bus which all attendees must utilize. Due to space limitation on the bus only two (2) representatives per company may attend. Attendee information specified in (e) above should identify individuals who will attend the site visit. Only U.S. citizens may tour the site.

(End of provision)

#### **DOE-L-1010 SITE VISIT (NOV 2009) (TAILORED)**

(a) A site visit was held in conjunction with the Pre-proposal conference. See provision DOE-L-1008 for specific details as to time, date and place and procedures for submission of written questions.

(b) Offerors are urged and expected to inspect the site where services are to be performed and satisfy themselves regarding all general and local conditions that may affect the cost of performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

#### **DOE-L-1013 ALTERNATE PROPOSAL INFORMATION - NONE (NOV 2009)**

Alternate proposals are not solicited, are not desired, and will not be evaluated.

(End of provision)

#### **DOE-L-1016 CONTACTS REGARDING FUTURE EMPLOYMENT (NOV 2009)**

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

(End of provision)

#### **DOE-L-1021 PROTESTS TO THE DEPARTMENT OF ENERGY (NOV 2009)**

Potential bidders or offerors may submit a protest in accordance with FAR Part 33.1 and DEAR 933.1. Protests to the Department of Energy must be submitted directly to the Contracting Officer and shall be decided by the Head of the Contracting Activity (HCA), except for cases which shall be decided by the Procurement Executive. The Procurement Executive or the HCA (whichever is the deciding authority) will issue a decision on the protest within 35 calendar days, unless a longer period of time is determined to be needed.

(End of provision)

#### **NNS-L-1000 PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS (APR 2011)**

(a) Proposals shall be submitted via FedConnect and must be received through the FedConnect system at: <https://www.fedconnect.net/fedconnect>, NO LATER THAN 5:00 PM Mountain Time on July 13, 2011. See FAR 52.215-1(c)(3)(ii) "Instructions to Offerors-Competitive Acquisition," for treatment of late proposals. Submission of electronic proposals via FedConnect will constitute the official submission of

signed copies of the required documents. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission.

(b) Subcontractors submitting proprietary information may register in FedConnect, at the website referenced in paragraph (a) above, and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(c) IN ADDITION TO the submission of the proposal via FedConnect, Offerors must also submit Hard Copies of the proposal (Volumes I, II, and III) along with CD ROM at the address listed below NO LATER THAN 5:00 PM Mountain Time on July 14, 2011:

Mailing Address:

National Nuclear Security Administration  
Service Center Office of Business Services  
Attn: Larry Veltman  
Kirtland Air Force Base  
P.O. Box 5400  
Albuquerque, NM 87185-5400

Overnight Express Address:

National Nuclear Security Administration  
Service Center Office of Business Services  
Attn: Larry Veltman  
Kirtland Air Force Base  
Pennsylvania and H Streets  
Albuquerque, NM 87116

Hand Carried Address\*:

National Nuclear Security Administration  
Service Center/Office of Business Services  
Attn: Larry Veltman  
Kirtland Air Force Base  
Pennsylvania and H Streets  
Building 20388  
Kirtland AFB, NM 87116

\* Offers may be hand carried as long as they are received before the closing date and time established herein. Offerors are cautioned that rigorous security procedures are in place at this Government facility/Air Force Base that may result in additional time being required to hand carry documents. The responsibility of delivery of any hand carried documents within the stated due date in this RFP rests completely with the Offeror.

(End of provision)

**NNS-L-1001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (NOV 2009)  
(TAILORED)**

(a) Electronic signature or signature. This means a method of signing an electronic message that-

(1) Identifies and authenticates a particular person as the source of the electronic message; and

(2) Indicates such person's approval of the information contained in the electronic message.

(b) Offeror. The term "Offeror" as used in this Sections L and M refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The Offeror may be pre-existing or newly formed for the purposes of competing for this Contract.

(c) Overall Arrangement of Proposal. Proposals, including any from subcontractors, affiliates and all teaming or other Contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. The Government will consider how well the Offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number.

The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed ONLY in the Cost Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit proposals thru Fed Connect, and in hardcopy and CD-ROM as follows:

Proposal Volume - Title	Copies Required
Volume I - Offer and Other Documents	1 original, 3 copies and 3 CD-ROM
Volume II - Technical & Management Information	1 original, 5 copies and 5 CD-ROM
Volume III - Cost Proposal	1 original, 3 copies and 3 CD-ROM

The cover and outside of each electronic medium must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher. Note more specific requirements for cost proposal information in Provision NNS-L-1004, PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (APR 2011). The proposal submitted through FedConnect constitutes the official offer and proposal; in the event of a conflict, the FedConnect submittal of the proposal takes precedence.

(d) Page Limitation. Provision NNS-L-1003 identifies page limitation requirements for Volume II - Technical Proposal.

(e) Page Count Exceptions. Only Volume II has specifically identified page limitations for individual evaluation criteria which must be strictly adhered to; however, the following are excluded from the Volume II page limitations:

Table of Contents  
Title Pages  
Glossary

(f) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(g) Page Description.

(1) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one

inch at the top, bottom and each side. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in subparagraph (2) below can be used for this information, however, other text reductions are unacceptable.

(2) With the exception of headers and footers, spreadsheet, charts, tables, diagrams or design drawings graphs, tables and spreadsheets throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Courier New or Times New Roman font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(3) Proposals will only be read and evaluated up to the page limitations, if any. Page counting will begin with the first page of each volume or Tab of the proposal. No material may be incorporated by reference as a means to circumvent the page limitation.

(h) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(i) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(j) Point of Contact. The Contracting Officer (CO) and the Contract Specialist are the sole points of contact during the conduct of this procurement.

(k) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO.

(l) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.

(m) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.

(n) Teaming Arrangements. Offerors shall provide full and complete information on each of the participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the Offeror team to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Discuss each team member's role and responsibilities in this effort.

(o) Reading Room. A reading room containing documents applicable to this solicitation is located at the NNSA's website: <<http://www.doeal.gov/NSOPF/Default.aspx>>.

(p) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the Contracting Officer. This independent review is available:

(1) as an alternative to consideration by the Contracting Officer of a protest or;

(2) as an appeal of the Contracting Officer's decision on a protest. Designation of the officials conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

(End of provision)

**NNS-L-1002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I -- OFFER AND OTHER DOCUMENTS (NOV 2009) (TAILORED)**

Volume I, Offer and Other Documents, shall contain a Proposal Cover Sheet and TABS 1 through 5 as follows:

(a) The Proposal Cover Sheet is required by FAR 52.215-1(c)(2) entitled, "Instructions to Offerors-Competitive Acquisition," which is included by reference in this Section L. At a minimum, provide the following information in the Proposal Cover Sheet:

- Solicitation number.
- Name, address, telephone and facsimile numbers of the Offeror (and electronic address if available).
- DUNS, CAGE, and tax identification numbers (TINs) of the Offeror.
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item as reflected on the Proposal Schedule (Section B, Supplies or Services and Prices/Costs) attached to the Standard Form (SF) 33.
- Names, titles, telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
- Name, title, and signature of person authorized to sign the proposal.
- Acknowledge that your company's data at the Central Contractor Registration website is current per FAR Clause 52.204-7, Central Contractor Registration.

(b) TAB 1 shall contain the SF 33--Solicitation, Offer and Award and Section B, Proposal Schedule.

(1) The Offeror shall complete Blocks 12 through 18 of the SF 33 and duly executed with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102, Contractor's signature. Enter your proposed price for this acquisition on Part I, Section B - "The Schedule - Supplies or Services and Prices/Costs" ensuring that all Contract Line Item Numbers (CLINs) have been filled-in as to price. By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as written.

(2) If the Offeror takes any exception or deviation to the terms or conditions contained in the solicitation, the Offeror shall provide a list of, and the basis for the exception or deviation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation may make the offer unacceptable for award without discussions.

(c) TAB 2 shall contain information regarding the Offeror's organizational type, if applicable, as follows:

(1) Corporate, Partnership, Joint-Venture Certificate, found at Section L, Attachment L-1.

(2) Joint-Venture Agreement or Operating Agreement that delineates the relationship between the firms, identifies authorities to bind the firm and signed by the parties.

(d) TAB 3 shall contain information pertaining to Representations, Certifications, and Other Statements of Offerors, as follows:

(1) The Offeror shall submit completed Representations, Certifications, and Other Statements of Offerors (Part IV, Section K of the solicitation). Include a copy of the information submitted in the Online Representations and Certifications Application (ORCA) - see <https://orca.bpn.gov>. Each member of a teaming arrangement, including subcontractors, if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.

(2) The Offeror shall submit the statement described in paragraph (c) of Section K, DEAR 952.209-8, Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services. (This pertains to all prospective offerors.)

(e) TAB 4 shall contain the following additional information:

(1) Provide duty hours for the fill-ins in paragraph (b) Billable Time in NNS-H-1005, "Observance of National Holidays" of Section H, Special Contract Requirements. This paragraph pertains to Contractor personnel not subject to the Collective Bargaining Agreement.

(2) Provide names and titles for the positions identified in paragraph (a) in NNS-H-1007, "Key Personnel" of Section H, Special Contract Requirements.

(3) Evidence supporting that the Offeror is VETS 100 compliant in accordance with the Vietnam Era Veterans' Readjustment Act of 1972. See website [www.vets100.com](http://www.vets100.com).

(4) Contract Security Classification Specification (reference Section J, Attachment 11 entitled, "Contract Security Specification (CSCS) Form.") Offerors who have either a Department of Defense or Department of Energy Facility Clearance must provide a DOE Facility Clearance code for themselves and all proposed team members/ subcontractors.

(5) Signed Standard Form 328, "Certificate Pertaining to Foreign Interests." See NNS-L-1009 for further information.

(6) Worker Safety and Health Program (WSHP). See NNS-L-1010 for further information.

(f) TAB 5 shall contain a Subcontracting Plan (if applicable). The Offeror shall submit a Small Business Subcontracting Plan which contains all the elements required by Part II, Section I, FAR clause 52.219-9 entitled, Small Business Subcontracting Plan. The Small Business Subcontracting Plan must be approved by the Contracting Officer prior to contract award. Subcontracting Plans are not required from small business concerns.

(End of provision)

**NNS-L-1003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II -- TECHNICAL AND MANAGEMENT INFORMATION (NOV 2009) (TAILORED)**

(a) General. Volume II is the "Technical Proposal." The Offeror's proposal shall address its capabilities to successfully accomplish the requirements of the solicitation. It should clearly address each of the Evaluation Criterion set forth in Part IV, Section M, NNS-M-1003. The proposal shall describe the proposed approach in sufficient detail toward meeting the SOW requirements. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable. In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of your proposal. Where estimated labor hours are provided, no indication as to the cost of these labor hours shall be in this volume.

(b) Content

(1) TAB - 1: Criterion 1, Technical Approach and Staffing Plan Summary (Page Limit: 30 pages except for Staffing Plan Summary Spreadsheet attachment and associated description of labor categories and job duties which have no page limit)

Technical Approach: The Offeror shall describe its proposed technical approach for accomplishing each of the following selected requirements of the Statement of Work (SOW). As part of the proposed approach, address any technical risks associated with performing these requirements and the proposed approach to avoid or minimize those technical risks.

(A) Protection of Category I Special Nuclear Material (SNM): Deployment of tactical Protective Forces at a DOE Category I Facility in a remote desert environment.

(B) Protective Force Tactical Training: Tactical training of Protective Forces capable of protecting a DOE Category I SNM in a remote desert environment.

(C) Security Technology: Integration and deployment of cutting-edge security technologies for protection of a DOE Category I Facility.

(D) Electronic Security Systems: Installation, maintenance, repair, and testing of a variety of electronic security systems for the protection of various levels of DOE security areas.

(E) Vulnerability Assessments: Providing expertise for assessments, conducting performance testing and analyzing data related to various DOE threat levels associated with protection of a DOE Category I nuclear material facility.

Staffing Plan Summary: The Offeror shall describe the labor categories and job duties of all proposed labor categories to perform the work required by the entire SOW. See Attachment L-8. The plan shall also identify the estimated quantity of proposed full-time equivalent (FTE) and associated Direct Labor Production Hours (DPLH) allocated to each labor category for the basic period and for each option period. Additionally, the Offeror shall describe its proposed approach for ensuring sufficiency of staffing pool resources to respond promptly to problems or program changes.

(2) TAB - 2: Criterion 2, Key Personnel (Page Limit: Each resume may not exceed three (3) pages in length; letter of intent may not exceed one (1) page in length)

The Offeror shall provide written resumes for the personnel who will perform key managerial responsibilities for overall general management, protective forces operations, and technical security services for accomplishing the requirements of the SOW. For evaluation purposes, no more than five key personnel shall be identified. The individuals identified and associated proposed position titles shall correspond to the information the Offeror provided in Volume I for the fill-in information for NNS-H-1007, "Key Personnel" of Section H, Special Contract Requirements. The proposed resumes shall address the elements described in Attachment L-2 entitled, "Key Personnel Resume Elements." Proposed Key Personnel must be United States citizens and must be eligible to receive a DOE "L" or "Q" clearance. A letter of intent, attached to the resume, shall be submitted if the proposed Key Personnel are not currently employed by the Offeror. The letter of intent must include the following:

- (i) A statement that the individual commits to work under the resultant contract and that a specific salary and benefits package have been agreed upon;
- (ii) Include the date of availability; and
- (iii) Be signed by the individual proposed as a key person.

(3) TAB - 3: Criterion 3, Corporate Experience (Page Limit: as specified in the applicable forms)

The Offeror shall submit completed "Corporate Experience & Performance Self-Assessment Forms" at Attachment L-3 for completed or active contracts that are relevant (similar in nature, size in dollars, and

complexity) to the scope of work that is to be performed by each team member under the SOW. Submit information regarding no more than three (3) contracts for each proposed team member for the work experience cited. (For example, a prime contractor with two subcontractors shall submit no more than nine (9) Forms. Two teaming partners and two subcontractors shall submit no more than twelve (12) Forms.) Contracts identified may include Federal, state and local Government and commercial customers. The experience cited must have begun or ended within the last five (5) years and have been in place for at least nine months. In addition, the Offeror shall complete the Corporate Experience Matrix at Attachment L-4 as it relates to each team member's proposed role in performing the SOW.

(4) TAB - 4: Criterion 4, Past Performance (Page Limit: as specified)

(A) For each contract identified in Criterion 3, the Offeror shall provide the "Past Performance Questionnaire" at Attachment L-5 to each technical and contracting points of contact you identified in Blocks 10a and 10b of the "Corporate Experience & Performance Self-Assessment Form." Include a completed "copy" of the respective "Corporate Experience & Performance Self-Assessment Form" to these points of contact. The points of contact shall return the completed "Past Performance Questionnaires" directly to the NNSA Contract Specialist listed in Block 7 of this solicitation's SF33 or by facsimile at (505) 845-7467. This information should be submitted prior to the date specified for receipt of proposals. However, receipt of the questionnaires by NNSA is not subject to the provisions of FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition (January 2004)" as it relates to late proposals. The Offeror shall be responsible for assuring, to the extent possible, that the completed "Past Performance Questionnaires" are returned to the Contract Specialist before proposals are due. Offerors are advised that the Government reserves the right not to consider past performance information received more than 5 days after the closing date of this solicitation, but may do so at its discretion. At TAB - 4 provide a list identifying the contracts and the names, titles, and phone numbers of the respective points of contact that the questionnaires were provided to. For each contract listed, identify the Offeror, or teaming partner/subcontractor for whom the questionnaire is being submitted for.

(B) The Offeror shall complete Attachment L-6 to Section L and shall provide information on cited safety and health violations and on accidents with injuries and/or fatalities that have occurred within the last five (5) years while the Offeror, its predecessor companies, parent or holding companies (if relevant), all teaming participants, and/or any of its major subcontractors were responsible for providing security services. The Offeror shall report injuries for both armed and unarmed employees. Explain the circumstances, including the work being performed, determination of fault, corrective action, if any, and any other information pertinent to the matter. There is no page count limitation for information provided in response to this paragraph (B).

(5) TAB - 5: Criterion 5, Transition Approach (Page Limit: 5 pages except for Manning Summary which has no page limit.)

The Offeror shall describe its proposed approach for transition of contract activities so as to be at full performance level within the initial 30-day period after contract award. Include a proposed manning summary which identifies labor categories and positions needed to accomplish the transition. As part of the proposed approach, address any technical risks associated with performing these requirements and the proposed approach to avoid or minimize those technical risks.

(End of provision)

**NNS-L-1004 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (APR 2011)**

See Attachment L-7.

**NNS-L-1009 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (NOV 2009)**

(a) The Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the Department of Energy (DOE) Electronic FOCI (eFOCI) submission system located at <https://foci.td.anl.gov/>.

(b) New users to the eFOCI system will request initial access to the eFOCI system prior to submitting the FOCI information for this solicitation. Offerors should select 'NNSA Service Center Procurement/Purchasing' as the FOCI Office that will review the FOCI Submission. Offerors are encouraged to transmit FOCI information by the deadline for proposal submission. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or [fociserver@anl.gov](mailto:fociserver@anl.gov).

(c) Electronic signatures are not accepted; therefore, signed originals of any documents requiring signatures to include the SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer. The SF 328 is required for first time submissions, 5 year updates or any time there are changes to the SF 328.

(d) Department of Defense (DOD) assigned commercial and government entity (CAGE) code that can verify an active facility clearance/positive FOCI determination exists with DOD is acceptable in lieu of the SF 328.

(e) If the company has an active DOE facility clearance and is in compliant with regulations, a resubmission is not required. However, companies are required to submit annual certifications and when applicable, submit significant changes. Guidance and instructions is available on the eFOCI website.

(End of provision)

**NNS-L-1010 WORKER SAFETY AND HEALTH PROGRAM INSTRUCTIONS - ACTIVITY I - HAZARDOUS WORK (NOV 2009) (TAILORED)**

(a) The resulting contract requires performance on a DOE/NNSA site. When working at a DOE/NNSA site, the offeror, or their subcontractor(s) at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. The offeror shall develop 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). This Worker and Safety Health Program must be submitted with your proposal.

(b) The National Nuclear Security Administration Service Center (NNSA) is committed to providing safe and healthful working conditions for federal and Contractor employees. Title 10 Code of Federal Regulations Part 851 codifies the NNSA safety and health requirements for Contractor employees. In no manner does this guidance replace or limit requirements of the rule, or other contractual requirements ensuring compliance with Federal, State and Local regulations.

(c) This provision identifies Contractor safety and health program submittal documents and processes that the NNSA considers appropriate for an evaluation of an offerors plan for performing Activity I, high hazard work (construction or complicated hazardous process) under a contract awarded by the NNSA.

(d) The Contractor must submit a Worker Safety and Health Program (WSHP) to protect workers from the hazards of activities defined in or required to complete the statement of work in accordance with the contract safety and health clauses, applicable federal regulations, and site-specific requirements. The WSHP must identify Contractor safety and health program.

(e) The WSHP must include:

(1) Signature page for use by Contractor Management (Corporate Officer).

(2) Executive Summary (e.g., brief summary of work activities, locations, number of personnel, how WSHP will be implemented, general relationship to other corporate program such as QA and maintenance)

(3) Brief description of the statement of work to be addressed by WSHP.

(4) Contracts for which WSHP applies.

(5) Identification of all subtier Contractors.

(6) Processes to ensure subcontractors execute work under an approved WSHP.

(7) Most recent past three years of company OSHA Form 300-A, Summary of Work-Related Injuries and illnesses.

(f) The WSHP will include primary documents with any attachments that address the following:

(1) 10 CFR 851 Implementation matrix identifying rule, regulatory, and DOE directives requirements and the Contractor program, documents or procedures ensuring compliance. This is typically called the 'Gap Analysis' as it assists the Contractor in identifying how requirements are met or plans to address unresolved minor gaps in completeness.

(2) List of safety and health standards required in 851.23(b) for the scope of work.

(3) Internal corporate ESH program or plan implementing the WSHP processes and requirements.

(4) Contractor processes and oversight practices ensuring subcontractors comply with the Rule. Note that all subcontractors working under this contract are required to submit the same documents as the prime Contractor or official documentation stating that they will follow, in its entirety, the prime Contractor's WSHP. The prime Contractor, once confirming compliance with the Rule, will forward the subcontractor's WSHP or other documentation to the Contracting Officer Representative (COR). The subcontractor cannot perform work until its WSHP is approved by NNSA.

(5) Description of Company Health and Safety organization, assigned safety goals, clear roles, responsibilities and accountabilities. Also include an equivalent of, "Company \_\_\_ retains sole and complete responsibility to continue compliance with other regulations placed upon the Contractor through the contract and state, federal and local regulations. This includes reporting requirements under OSHA and environmental protection."

(and)

"Company \_\_\_ designates person \_\_\_ as the safety officer responsible for the employees at the work location. Contact information is..."

(6) Activity Hazards Analyses or similar tool identifying safety controls that provide for safe work practices and employee training for the scope of work.

(g) SOW or safety requirements at work locations should also include as appropriate:

(1) Attendance at site specific New Employee Orientation as required by the COR.

(2) Emergency procedures coordinated with those implemented for the location of work.

(3) Injury and Accident Reporting Procedures Occurring at the NNSA Site:

(4) Contractor shall report to the COR within 48 hours all site incidents (e.g., injuries, illnesses, fires, spills, property or equipment loss, and near misses). Report immediately events requiring immediate response. Example text, "The onsite Contractor employee will report accidents, injuries and illness, and incidents using the site reporting methods. Additionally, the Company XXX safety officer will provide copies of OSHA required reporting data as well as CIARS data as required by DOE Order 231.1 to the Contracting Officer and to the NNSA Safety and Health Office."

(h) General Instructions

- (1) Provide your WSHP in an electronic format.
- (2) Offerors must send the approved WSHP to DOE/NNSA according to 10 CFR 851.11(b)(2).
- (3) WSHP will be reviewed and updated according to 10 CFR 851.11(c).
- (4) No work will be performed on the DOE/NNSA site until the Contractor WSHP is approved.
- (5) The Contractor will coordinate with the CO prior to letting subcontracts for work on a DOE/NNSA site. Subcontractors must comply with 10 CFR 851 requirements for WSHP and approval as applicable for the subcontracted scope of work.
- (6) The Contractor is solely responsible for initiating, maintaining, and supervising all safety provisions, precautions, and programs in the course of the performance of the contract.
- (7) The term safety and the term safety and health also include environmental protection.
- (8) For more information see:  
<http://www.hss.energy.gov/HealthSafety/WSHP/rule851/851final.html>.

(End of provision)

**NNS-L-1020 LIST OF SECTION L ATTACHMENTS (APR 2011)**

- L-1 - Corporate, Partnership, Joint Venture Certificates
- L-2 - Key Personnel Resume Elements
- L-3 - Corporate Experience & Performance Self-Assessment Form
- L-4 - Corporate Experience Matrix
- L-5 - Past Performance Questionnaire
- L-6 - Security, Environment, Safety, Health, and Quality Assurance Performance Form
- L-7 - Proposal Preparation Instructions: Volume III--Cost Proposal (APR 2011)
- L-7(a) - Schedule of Current Collective and Non-Collective Bargaining Agreement Contract Labor Categories
- L-8 - Staffing Plan Summary

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

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

**DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT**

**NNS-M-1001 EVALUATION OF PROPOSALS (NOV 2009) (TAILORED)**

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. NNSA has established an Integrated Project Team (IPT) to evaluate the proposals submitted for this acquisition.

(b) The instructions set forth in Part IV Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the IPT. The Offeror must furnish adequate and specific information in its response. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(c) A proposal that is unrealistic in terms of the evaluation criteria identified at NNS-M-1003 or cost will be deemed reflective of an inherent failure to comprehend the complexity and risks of the contract requirements, and may be grounds for rejection of the proposal. A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation. Therefore, if a proposal is determined to be unacceptable, no further evaluation of the proposal (technical or cost) will be performed. In the event that a proposal is eliminated, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(d) Prior to an award, a determination shall be made by the Source Selection Authority whether any possible organizational conflict of interest exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, NNSA will consider the representation required by Part IV Section K, DEAR 952.209-8, Organizational Conflicts of Interest Disclosure-Advisory and Assistance Service of this solicitation. An award will be made if there is no organizational conflict of interest or if any potential organizational conflict of interest can be appropriately avoided, neutralized, or mitigated.

(e) Pursuant to 15.306(c), the Contracting Officer may establish a competitive range consisting of the most highly rated proposals considering such factors as technical evaluation rating of the proposal, initial cost/price proposed and other items set forth in this section. Offerors are hereby advised that only those proposals deemed to have a reasonable chance for award of a contract will be included in the competitive range, and the Contracting Officer may limit the size of the competitive range for purposes of efficiency. Offerors who are not included in the competitive range will be promptly notified.

(f) For the purpose of evaluating information on an Offeror's experience and past performance, the Government will consider information on all of those companies comprising the Offeror's "Contractor team arrangement" that will perform major or critical aspects of the SOW as well as on the single legal entity submitting the offer. NNSA may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(g) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms for both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(h) Exceptions or deviations to any terms and conditions alone will not render the proposal unacceptable; however, any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(i) An overall rating of less than satisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria.

(End of provision)

#### **NNS-M-1002 BASIS OF CONTRACT AWARD (NOV 2009) (TAILORED)**

(a) The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of best value to the Government will be by use of the trade-off process described in FAR Part 15. This process permits tradeoffs between cost and technical evaluation criteria and allows the Government to accept other than the lowest cost offered.

(b) Selection of the best value to the Government will be achieved through a process of evaluating and assessing the strengths and weaknesses of each Offeror's proposal against the evaluation criteria described in NNS-M-1003. In regards to the relative importance of the evaluation criteria, Criterion 1 - Technical Approach and Staffing Plan Summary, Criterion 2 - Key Personnel, and Criterion 3 - Corporate Experience, are of equal importance. Criterion 4 - Past Performance, and Criterion 5 - Transition Approach are of equal importance but of lesser importance than Criterion 1, 2 and 3.

(c) Evaluation criteria 1 - 5, when combined, are significantly more important than cost or price; however, cost/price will contribute substantially to the selection decision. The Government is more concerned with obtaining a superior Technical Proposal (the five criteria) than making an award based on the lowest total probable cost. However, the Government will not make an award at a cost premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Technical Proposal over another. Thus, to the extent that the Offerors' Technical Proposals are evaluated as close or similar in merit, the total probable cost is more likely to be a determining factor.

(End of provision)

#### **NNS-M-1003 TECHNICAL EVALUATION CRITERIA (APR 2011)**

The Offeror's proposal will be evaluated against the evaluation criteria as they relate to the requirements of the solicitation.

(a) Criterion 1 - Technical Approach and Staffing Plan Summary (TAB 1)

Technical Approach: The Government will evaluate and assess the Offeror's understanding of the requirements, and completeness and feasibility of the proposed technical approach associated with the

SOW requirements identified for this Criterion in Section L. The Government will also evaluate and assess whether the Offeror's technical approach demonstrates a thorough understanding of any technical risks and will evaluate the completeness and feasibility of the Offeror's approach to avoid or minimize those risks.

Staffing Plan Summary: The Government will evaluate and assess the Offeror's approach to ensuring sufficient staffing and appropriate mix of skills are available throughout contract performance to successfully perform the entire SOW. Inconsistencies among the proposed technical approach, the Staffing Plan Summary and the Cost Proposal may adversely impact the Offeror's rating for this Criterion.

(b) Criterion 2 - Key Personnel (TAB 2)

The Government will evaluate and assess whether the key personnel have the relevant qualifications, education and experience necessary to effectively execute the duties and responsibilities for their proposed positions considering the nature, size and scope of the work required in the SOW. The Government will not evaluate proposed Key Personnel that are not currently employed by the Offeror unless a signed letter of intent has been submitted with the resume.

(c) Criterion 3 - Corporate Experience (TAB 3)

The Government will evaluate and assess the currency, relevancy and depth of the Offeror's experience as it relates to performing the SOW.

(d) Criterion 4 - Past Performance (TAB 4)

The Government will evaluate and assess the information from the Past Performance Questionnaires; the discussion regarding adverse past performance information submitted by the Offeror on the "Corporate Experience & Performance Self Assessment Forms" at Attachment L-3 in response to Criterion 3 and the information submitted on the "Security, Environment, Safety, Health, and Quality Assurance Performance Form" at Attachment L-6; and any relevant past performance information that the Government may obtain from other sources. The Government will utilize this information to determine the degree to which the past performance demonstrates the Offeror's ability to successfully perform the SOW and will take into consideration the currency, relevancy, context, and source of the information and general trends in the Offeror's performance. The Government's evaluation will consider the past performance of the Offeror only (including its team members) and will not impute past performance of key personnel to the Offeror or its team members. If the Offeror does not have a record of relevant past performance information on contracts similar to the SOW, or past performance information is otherwise not available, the Offeror will not be evaluated favorably or unfavorably on past performance and will be assigned a neutral rating.

(e) Criterion 5, Transition Approach (TAB - 5)

The Government will evaluate and assess the Offeror's proposed approach for transition of contract activities and associated manning summary for completeness and feasibility to ensure an effective and efficient transition. The Government will also evaluate and assess whether the Offeror's approach demonstrates a thorough understanding of any technical risks and will evaluate the completeness and feasibility of the Offeror's approach to avoid or minimize those risks. Inconsistencies among the proposed activities, the manning summary and the Cost Proposal may adversely impact the Offeror's rating for this Criterion.

(End of provision)

**NNS-M-1004 COST PROPOSAL (APR 2011)**

The cost proposal will not be rated, but will be used in determining the best value to the Government in accordance with NNS-M-1002 of this Section M. The cost proposal will be evaluated to determine price reasonableness, cost realism, and completeness. A significant cost deficiency or weakness that may

cause the rejection of the offer is defined as one that is lacking in reasonableness, realism, or is incomplete, and correction would cause a material alteration or revision of the Offeror's cost proposal. An unrealistic, unreasonable, or incomplete cost proposal may be evidence of the Offeror's lack of or poor understanding of the requirements of the solicitation, and thus may adversely affect the Offeror's rating on the Technical Proposal criteria.

(1) Reasonableness. The total price proposed for the base period and all option periods, including Government baselined amounts and proposed award fee will be used to evaluate price reasonableness. The cost proposal will be evaluated to determine the appropriateness of the underlying assumptions and estimating techniques used to generate the proposed costs and the consistency of those assumptions and techniques with the proposed accomplishment of the required work. The Government may use any of the cost or price analysis techniques specified in FAR 15.404-1(b) or (c) to determine reasonableness.

(2) Realism. The cost proposal will be evaluated in accordance with FAR 15.401(d) to determine if the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the SOW requirements, and are consistent with the Staffing Plan Summary submitted by the Offeror. Inconsistencies between the cost proposal and other portions of the proposal could raise concerns regarding the Offeror's understanding of the requirements and its ability to perform the work for the proposed cost and may affect the Government's rating of the Offeror's Technical Proposal. As a result of its cost realism analysis, the Government may adjust the Offeror's proposed costs to reflect any additions or reductions in cost elements to realistic levels. Cost realism analysis will be used by the Government to establish each Offeror's total probable cost for the best value determination. The total probable cost (evaluated price) will be the sum of proposed award fee, Government baselined amounts, and the evaluated price of the total level of effort for contract performance, including option periods. The evaluated level-of-effort price will be the Offeror's proposed labor rates applied against proposed hours, adjusted to reflect the Government's most likely number of hours considering the proposed technical approach. Other non-fixed priced cost elements may also be adjusted to reflect the evaluated price.

(3) Completeness. Cost proposals submitted by the Offeror will be evaluated for completeness based on the submission requirements contained in the solicitation cost instructions. In addition, the Offeror's cost proposal, including teaming partners and subcontractor(s) cost data, will be evaluated based upon the traceability of the estimates used in the Cost Proposal to the performance of the requirements as addressed in the Technical Proposal.

(End of provision)