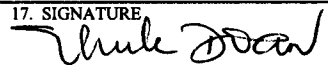



<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>	RATING N	PAGE OF PAGES 1 28			
2. CONTRACT NO. <b>DE-AC52-07NA99344</b>	3. SOLICITATION NO. <b>DE-RP52-05NA99344</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>7 DEC 2006</b>	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY AD DEPARTMENT OF ENERGY NNSA SERVICE CENTER - AD PO BOX 5400 ALBUQUERQUE, NM 87185-5400 Geraldine Duran 505-845-4379 gduran@doeal.gov		CODE AD	8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. See Section L for instructions on submitting proposals.							
10. FOR INFORMATION CALL: <input checked="" type="checkbox"/>	A. NAME See Block 7	B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7	C. E-MAIL ADDRESS See Block 7				
<b>11. TABLE OF CONTENTS</b>							
(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
<i>PART I - THE SCHEDULE</i>				<i>PART II - CONTRACT CLAUSES</i>			
✓	A	SOLICITATION/CONTRACT FORM	1	✓	I	CONTRACT CLAUSES	8
✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>			
✓	C	DESCRIPTION/SPECS./WORK STATEMENT	1	✓	J	LIST OF ATTACHMENTS	1
✓	D	PACKAGING AND MARKING	1	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>			
✓	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
✓	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
✓	G	CONTRACT ADMINISTRATION DATA	3		M	EVALUATION FACTORS FOR AWARD	
✓	H	SPECIAL CONTRACT REQUIREMENTS	8				
<b>OFFER (Must be fully completed by Offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) <input checked="" type="checkbox"/>		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
		001	5-25-05	003	6-30-06		
		002	6-9-05				
15A. NAME AND ADDRESS OF OFFEROR	CODE 0L4A0	FACILITY 0035	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>Thu-De Doan, VP of Admin. &amp; Finance</b> <b>Dr. Doan L. Phung, CEO</b>				
15B. TELEPHONE NO. (Include area code) (865) 483-0666	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE 	18. OFFER DATE November 9, 2006			
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT <b>\$12,806,282.00</b>		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c) ( X ) FAR 6.203	See Section B.02		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input checked="" type="checkbox"/>		ITEM Per Section G.05		
24. ADMINISTERED BY (If other than Item 7) CODE NNSA Nevada Site Office ATTN: OMGR/AMBCM PO Box 98518 Las Vegas, NV 89193-8518	25. PAYMENT WILL BE MADE BY CODE Oak Ridge Financial Service Center						
26. NAME OF CONTRACTING OFFICER (Type or print) <b>MARTHA L. YOUNGBLOOD</b>	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE December 7, 2006				

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 390)		RATING N	PAGE OF PAGES 1   28		
2. CONTRACT NO. <b>DE-AC52-07NA99344</b>	3. SOLICITATION NO. <b>DE-RPS2-05NA99344</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>7 DEC 2006</b>	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY AD DEPARTMENT OF ENERGY NNSA SERVICE CENTER - AD PO BOX 5400 ALBUQUERQUE, NM 87185-5400 Geraldine Duran 505-845-4379 gduran@doeal.gov			8. ADDRESS OFFER TO (If other than item 7)				
NOTR: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. See Section L for instructions on submitting proposals.							
10. FOR INFORMATION CALL:	A. NAME See Block 7	B. TELEPHONE (include area code) (NO COLLECT CALLS) See Block 7		C. E-MAIL ADDRESS See Block 7			
<b>11. TABLE OF CONTENTS</b>							
(Y)	SEC.	DESCRIPTION	PAGE(S)	(Y)	SBC	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
✓	A	SOLICITATION/CONTRACT FORM	1	✓	I	CONTRACT CLAUSES	8
✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</b>			
✓	C	DESCRIPTION/SPECS /WORK STATEMENT	1	✓	J	LIST OF ATTACHMENTS	1
✓	D	PACKAGING AND MARKING	1	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
✓	E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
✓	F	DELIVERIES OR PERFORMANCE	1	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		
✓	G	CONTRACT ADMINISTRATION DATA	3	M	EVALUATION FACTORS FOR AWARD		
✓	H	SPECIAL CONTRACT REQUIREMENTS	8				
<b>OFFER (Must be fully completed by Offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions of 52.214-16, Minimum Bid Assignment Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a period is inserted by the Offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 33.272-B)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGMENTS OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
		001	3-25-05	003	6-30-06		
		002	6-9-05				
15A. NAME AND ADDRESS OF OFFEROR	CODE 014A0	FACILITY 0035	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Thu-le Doan, VP of Admin. & Finance. Dr. Dean L. Phung, CEO				
15B. TELEPHONE NO. (include area code) (865) 483-0666	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE <i>Thu-le Doan</i>	18. OFFER DATE November 9, 2006			
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT <b>\$12,806,282.00</b>	21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(g) (5) <input type="checkbox"/> 41 U.S.C. 253(e) (X) FAR 6.203		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Per Section G.05			
24. ADMINISTERED BY (If other than item 7) CODE NNSA Nevada Site Office ATTN: OMGR/AMBCM PO Box 98518 Las Vegas, NV 89193-8518		25. PAYMENT WILL BE MADE BY CODE Oak Ridge Financial Service Center					
26. NAME OF CONTRACTING OFFICER (Type or print) <b>MARTHA L. YOUNGBLOOD</b>		27. UNITED STATES OF AMERICA <i>Martha L. Youngblood</i> (Signature of Contracting Officer)		28. AWARD DATE <b>December 7, 2006</b>			

**BASE PERIOD**

0001 1 EST  
Lot EST \$12,806,282.00

Noun: SECURITY SYSTEM SERVICES  
NSN: N - Not Applicable  
Contract type: R - COST PLUS FIXED FEE  
Inspection: ORIGIN  
Acceptance: ORIGIN  
FOB: ORIGIN

**Descriptive Data:**

The contractor shall perform services as required and specified in the Statement of Work entitled "Security System Services," dated May 2005, in Part III, Section J, at Attachment J-1. The period from December 8, 2006 to December 31, 2006 shall be the contractor transition period. The period from January 1, 2007 to December 7, 2009 shall be the base period.

Transition Period Estimated Cost: \$141,949.00 (no fee)  
Basic Period Estimated Cost: \$11,878,086.00  
Basic Period Fixed Fee: \$786,246.00  
Total Estimated Cost Plus Fixed Fee: \$12,806,282.00

0002

NSP

Noun: SECURITY SYSTEM SERVICES DATA  
ACRN: U  
Contract type: R - COST PLUS FIXED FEE  
Start Date: ASREQ  
Completion Date: ASREQ

**Descriptive Data:**

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

**OPTION PERIOD 1**

0003 OPTION CLIN (service)

Noun: OPTION 1 - SECURITY SYSTEM SERVICES

**Descriptive Data:**

OPTION PERIOD 1 - DECEMBER 8, 2009 TO DECEMBER 7, 2010

The contractor shall perform services as required and specified in the Statement of Work entitled "Security System Services," dated May 2005, in Part III, Section J, at Attachment J-1 for the Option period listed above.

Estimated Cost: \$4,283,824.00  
Fixed Fee: \$283,374.00  
Total Estimated Cost Plus Fixed Fee: \$4,567,197.00

PART I – THE SCHEDULE  
SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

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<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
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**0004** OPTION CLIN (service)

Noun: OPTION 1 - SECURITY SYSTEM SERVICES DATA

Descriptive Data:

OPTION PERIOD 1 - DECEMBER 8, 2009 TO DECEMBER 7, 2010

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

**OPTION PERIOD 2**

**0005** OPTION CLIN (service)

Noun: OPTION 2 - SECURITY SYSTEM SERVICES

Descriptive Data:

OPTION PERIOD 2 – DECEMBER 8, 2010 TO DECEMBER 7, 2011

The contractor shall perform services as required and specified in the Statement of Work entitled "Security System Services," dated May 2005, in Part III, Section J, at Attachment J-1 for the Option period specified above.

Estimated Cost: \$4,423,007.00

Fixed Fee: \$291,925.00

Total Estimated Cost Plus Fixed Fee: \$4,714,932.00

**0006** OPTION CLIN (service)

Noun: OPTION 2 - SECURITY SYSTEM SERVICES DATA

Descriptive Data:

OPTION PERIOD 2 - DECEMBER 8, 2010 TO DECEMBER 7, 2011

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

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

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

**B.02 ESTIMATED COST AND FIXED-FEE (JUN 2003)**

(a) Pursuant to the FAR Clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract is:

(1) Transition Period (**December 8, 2006 through December 31, 2006**) Estimated Cost: \$141,949.00. The transition period will be on a cost-reimbursement basis with no fee paid.

(2) Basic Performance Period (**January 1, 2007 through December 7, 2009**) Estimated Cost: \$11,878,086.00.

(b) The fixed fee for this contract, as contemplated by FAR Clause 52.216-8, entitled "Fixed Fee," is \$786,246.00. The fixed fee shall be paid pursuant to the terms of this clause.

(c) The total estimated cost plus fixed fee amount of this contract is \$12,806,282.00

(d) Pursuant to the FAR Clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$510,000.00. It is estimated that this amount is sufficient to cover performance through January 12, 2007.

<u>ACRN</u>	<u>Appropriation/Lmt Subhead/Supplemental Accounting Data</u>	<u>Amount</u>	<u>Obligation</u>
For CLINS 0001 and 0002			
AA			
00900.2007.01.100260.61000000.25200.2221069.0000000.0000000.0000000.0000000			
	PR/MIPR:	52-07NA99344.501	\$510,000.00
		Total Funded	\$510,000.00

**B.03 OPTION(S) TO EXTEND THE TERM OF THE CONTRACT (JUN 2003)**

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

FIRST OPTION PERIOD

Option Term: 12 Months (**December 8, 2009 to December 7, 2010**)  
 Estimated Cost: \$4,283,824.00  
 Fixed Fee: \$283,374.00  
 Total Estimated Cost Plus Fixed Fee: \$4,567,197.00

SECOND OPTION PERIOD

Option Term: 12 Months (**December 8, 2010 to December 7, 2011**)  
 Estimated Cost: \$4,423,007.00  
 Fixed Fee: \$291,925.00  
 Total Estimated Cost Plus Fixed Fee: \$4,714,932.00

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

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

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

The Contractor shall prepare and submit the recurring plans and reports in accordance with the "Reporting Requirements Checklist" as listed in Part III, Section J, Attachment J-2. NNSA reserves the right to request additional reports or to modify reports at any time.

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

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and provide safe transportation at the most economical rate(s).

(b) Reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail or a more expeditious delivery. E-mail is acceptable.

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

(a) Each package, report, or other deliverable product shall be accompanied by a letter or other document which:

(1) Identifies the contract by number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Report Requirement, which requires the delivered item(s).

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) Each package, report, or other deliverable shall be simultaneously provided to the Nevada Site Office Contracting Officer and the Contracting Officer's Representative.

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

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

DOE O 471.2A Information Security Program

DOE M 471.2-1C Classified Matter Protection and Control Manual

PART I – THE SCHEDULE  
SECTION E – INSPECTION AND ACCEPTANCE

---

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

The following clause is incorporated by reference:

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

**E.02 INSPECTION AND ACCEPTANCE (JUN 2003)**

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

(b) Acceptance of all items and or work effort under this contract (including reporting requirements) shall be accomplished by the Nevada Site Office Contracting Officer, the COR, or any other duly-authorized Government representative identified by separate letter.



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

The following clause is incorporated by reference:

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

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

The term of this Contract shall be for the period from the date of award through **December 7, 2009**, exclusive of Options, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract. The period from **December 8, 2006** through **December 31, 2006** shall be for the Transition Activities identified in Part III, Section J, Attachment J-7, entitled, "Contractor's Transition Plan." The Contractor's responsibility for full performance of the Nevada Site Office Security System Services shall start on January 1, 2007.

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

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

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

Deliverables shall be provided in accordance with the requirements of the Statement of Work, applicable project procedures, and as required by the Contracting Officer's Representative in accordance with the Part II, Section I.07 clause entitled "Technical Direction". The Contractor shall provide the plans, reports, and records specified in the Reporting Requirements Checklist, provided in Part III, Section J, Attachment J-2. In addition, special plans and reports shall be prepared and submitted as prescribed by the CO.

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

- (a) The work to be performed under this contract is subject to the monitoring of a Contracting Officer's Representative (COR), who shall be specifically designated in writing by the Contracting Officer.
- (b) A copy of the designation letter shall be furnished to the Contractor. The COR's responsibility shall be to coordinate with the Contractor in the administration of the technical aspects of this contract and to provide technical direction pursuant to the Part II, Section I.07 clause entitled "Technical Direction."
- (c) The COR name, address, and phone number are as follows:

Michael J. Kiley  
U.S. DOE/NNSA NSO  
Attn: Office of Assistant Manager for Safeguards and Security  
PO Box 98518  
Las Vegas, NV 89193-8518  
Phone: 702-295-0920  
kiley@nv.doe.gov

**G.02 CONTRACTING OFFICER (FEB 2005)**

The term "Contracting Officer" in this solicitation refers to the Nevada Site Office Contracting Officer whose name, address, phone number, fax number, and email address are as follows:

Laura Haverlock  
NNSA Nevada Site Office  
ATTN: OMGR/AMBCM  
PO Box 98518  
Las Vegas, NV 89193-8518  
Phone: 702-295-2339  
Fax: 702-657-7568  
E-mail: haverlockl@nv.doe.gov

The term "Procuring Contracting Officer" and "Contract Specialist" in this solicitation refers to the NNSA Service Center Contracting Officer and and Contract Specialist conducting the procurement of this acquisition. Names, addresses, phone numbers, fax numbers and email addresses are as follows:

Procuring Contracting Officer

Martha L. Youngblood  
NNSA Service Center  
P.O Box 5400  
Albuquerque, NM 87185  
Phone: 505-845-5340  
Fax: 505-845-4210  
E-mail: [myoungblood@doeal.gov](mailto:myoungblood@doeal.gov)

Contract Specialist

Geraldine Duran  
NNSA Service Center  
P.O. Box 5400  
Albuquerque, NM 87185  
Phone: 505-845-4379  
Fax: 505-284-7122  
E-mail: [gduran@doeal.gov](mailto:gduran@doeal.gov)

PART I – THE SCHEDULE  
SECTION G – CONTRACT ADMINISTRATION DATA

---

**G.03 CORRESPONDENCE PROCEDURES (JUL 2004)**

(a) To promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name and topic. All correspondence shall be subject to the following procedures:

(1) Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the COR with an information copy of the correspondence to the CO.

(2) Other Correspondence. Non-technical correspondence shall be addressed to the CO with information copies of the correspondence sent to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the CO as the focal point of contact.

(3) Property Administrator Correspondence. The CO has delegated certain duties and responsibilities associated with the Government-furnished property and/or Contractor-acquired property administration under this contract to the Property Administrator. The address and telephone number are as follows:

National Nuclear Security Administration  
Service Center  
ATTN: Property & M&O Contract Support Department  
Address: P. O. Box 5400  
Albuquerque, NM 87185  
Telephone: (505) 845-5437

(4) Patent Counsel. Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the CO with information copies to the COR and the NNSA Patent Counsel as follows:

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

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

**G.04 LIST OF ACRONYMS (JUL 2004)**

The following acronyms are used throughout this document:

CCID	-	Classification and Controlled Information Division
CO	-	Contracting Officer
COR	-	Contracting Officer's Representative
DEAR	-	Department of Energy Acquisition Regulation
DOE	-	Department of Energy
FAR	-	Federal Acquisition Regulation
FOCI	-	Foreign Ownership, Control, or Influence
IG	-	Inspector General
NNSA	-	National Nuclear Security Administration
NSO	-	Nevada Site Office
OCI	-	Organizational Conflicts of Interest
P.L.	-	Public Law

PART I – THE SCHEDULE  
SECTION G – CONTRACT ADMINISTRATION DATA

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RFP	-	Request for Proposal
SC	-	Service Center
SF	-	Standard Form
SOW	-	Statement of Work
UCNI	-	Unclassified Controlled Nuclear Information

**G.05 BILLING INSTRUCTIONS (JUL 2004)**

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

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

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

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

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

(e) Each voucher submitted shall include the following:

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

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

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

PART I – THE SCHEDULE  
SECTION H – SPECIAL CONTRACT REQUIREMENTS

---

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

The Representations, Certifications, and Other Statements of Offeror, Section K of the solicitation, and those certified on-line via the Online Respresentations and Certifications Application, as completed by the Contractor, are hereby incorporated by reference.

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

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

(1) for the utilization of the services of any consultant under this contract exceeding the daily rates of \$100 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.

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

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

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

Name of Company	Value of Award
<u>Mr. Russell Mc Knight</u>	\$3,600.00 (Transition)
	<u>\$507,337.00 (Basic)</u>
	<u>\$182,922.00 (Option 1)</u>
	<u>\$188,410.00 (Option 2)</u>

**H.03 CONTRACTOR'S PROGRAM MANAGER (JUN 2003)**

(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(s) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

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

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**H.04 GOVERNMENT-FURNISHED FACILITIES, EQUIPMENT, SUPPLIES AND SERVICES (FEB 2005)**

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

**H.05 STANDARD INSURANCE REQUIREMENTS (JUL 2004)**

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

(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 in the amount of \$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 coverage to meet normal and customary claims.

**H.06 PERSONNEL SECURITY CLEARANCES (JUN 2003)**

(a) The Contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The Contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(b) The Contractor will be located at an NNSA classified facility operated at the Secret Restricted Data level. The work and services to be performed under this contract involves working with classified data and information, which must be controlled pursuant to DOE and NNSA Orders, policies, directives and procedures. Under this contract, certain Contractor personnel shall be required to have a DOE "Q" clearance level (see the Statement of Work).

(c) This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.

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

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(e) Requests for access authorization shall not be submitted until the contract has been awarded. A favorable Foreign Ownership, Control, or Influence (FOCI) determination must be rendered by DOE before an access authorization will be granted, reinstated, continued, extended, or transferred for the Contractor's applicant for employment. Upon contract award, the Contractor is encouraged to use the DOE Accelerated Access Authorization Program (AAAP) to obtain an Interim Q Access Authorization where appropriate for those individuals pending a final DOE "Q" access authorization. The request for AAAP shall include the certified results of the pre-employment investigative screening of the prospective employee.

**H.07 INFORMATION TECHNOLOGY EQUIPMENT USAGE (JUL 2004)**

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

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

**H.08 OBSERVANCE OF NATIONAL HOLIDAYS/ADMINISTRATIVE TIME-OFF (JUN 2005)**

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	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 established company's cost accounting standards and practices; other terms and conditions of the contract; and those limitations set forth in Federal Acquisition Regulation Part 31.

(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.

**H.09 CONFIDENTIALITY OF INFORMATION (JUL 2004)**

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third

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parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

- (1) Information or data which is in the public domain at the time of receipt by the Contractor;
  - (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
  - (3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or
  - (4) Information or data which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.
- (b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph a. above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities 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 which the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.
- (d) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

#### **H.10 SOFTWARE RIGHTS (JUL 2004)**

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

#### **H.11 RELEASE OF INFORMATION (JUN 2003)**

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



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**H.12 COMPUTER SYSTEMS SECURITY (JUN 2003)**

- (a) The Contractor agrees to comply with the applicable DOE directives and all other regulations specified in this contract or as required by law or regulations.
- (b) The Contractor shall immediately issue written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

**H.13 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (JUN 2003)**

- (a) In the performance of this contract, the Contractor is responsible for complying with the following requirements and for flowing down all requirements to subcontractors:

- (1) If the Contractor has a formally designated Classification Officer, the Classification Officer-
- (i) Serves as a Reviewing Official for information under his/her cognizance;
  - (ii) Trains and designates other Reviewing Officials in his/her organization, subordinate organizations, and subcontractors and maintains a current list of all Reviewing Officials; and
  - (iii) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- (2) If the Contractor has no formally designated Classification Officer, the Contractor submits a request for the designation of Reviewing Officials to the local Federal Classification Officer (for Headquarters, this is the Director of Nuclear and National Security Information) in accordance with the instructions contained in DOE M 471.1-1, Change 1, Chapter I, Part B.
- (b) The Contractor's Reviewing Officials use appropriate UCNI guidelines (i.e., General Guideline, Topical Guidelines, Internal Guidelines; see DOE M 471.1-1, Change 1, Chapter I, Part A) to review matter and identify what specific Government information is UCNI, in accordance with the instructions contained in DOE M 471.1-1, Change 1, Chapter I, Part B.
- (c) The Contractor develops and issues UCNI internal guidelines, as necessary and with the approval of the local Federal Classification Officer, if appropriate, and the Director of Nuclear and National Security Information, in accordance with the instructions contained in DOE M 471.1-1, Change 1, Chapter I, Part A.
- (d) The Contractor's Reviewing Officials apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Change 1, Chapter I, Part C.

**H.14 MONITORING DEVICES ON INFORMATION TECHNOLOGY EQUIPMENT (JUN 2003)**

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

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**H.15 TRANSPORTATION (JUL 2004)**

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

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

**H.16 CONTRACTOR USE OF GOVERNMENT VEHICLES-WORK TO DOMICILE (JUL 2004)**

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

(1) Unusual and special circumstances occur when contractor employees are required to work unusual hours and regular transportation is not available.

(2) The Contractor has defined in writing the special and unusual circumstances in which the driving of Government-owned or leased vehicles by Contractor employees to their personal residences will be considered used for official purposes and the Contracting Officer has approved them.

(3) The Contractor has designated in writing specific individuals who are authorized to approve the driving of Government vehicles by Contractor employees to their personal residences.

(4) The Contractor maintains records necessary to clearly establish the extent that home-to-work transportation was for official purposes. The Contractor shall determine subject to approval of the Contracting Officer, the organizational level at which the records should be maintained and kept.

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

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

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

(iii) Vehicle license number;

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

(v) Storage location of vehicle;

(vi) Duration of use; and

(vii) Special and unusual circumstances requiring home-to-work transportation and negative impact, if such approval is not granted. Approval should not be granted if bus services are reasonably available. The approval official should require the sharing of rides to the extent reasonably feasible when Government vehicles are authorized.

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

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**H.17 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2005) (MAR 2005)**

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 communication 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.

**H.18 LOBBYING RESTRICTION (INTERIOR ACT 2005) (MAR 2005)**

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H.19 TECHNICAL MONITOR (JAN 2005)**

- (a) The Government may designate (name of company to be filled in at award) as Technical Monitor for any right, duty or interest in this contract.
- (b) In that event, the Contractor further agrees to fully cooperate with (name of company to be filled in at award) for all matters under the terms of the designation.

**H.20 WAGE DETERMINATION RATES (JUN 2003)**

In the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 1994-2331, dated 12/16/2004. A copy of this wage determination is attached to this contract (see Part III, Section J, Attachment J-6).

**H.21 QUALITY ASSURANCE SURVEILLANCE (MAR 2005)**

A quality assurance program shall be developed in accordance with DOE O 414.1B and DOE G 414.1-2. A quality assurance surveillance plan (QASP) shall be developed by the Government in acquiring services. This plan shall recognize the responsibility of the Contractor to carry out its quality control obligations and shall contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the Statement of Work. The QASP shall focus on the level of performance required by the Statement of Work, rather than the methodology used by the Contractor to achieve that level of performance.

The Contractor shall develop and follow a quality assurance plan in accordance with DOE O 414.1B, Attachment 2, Contractor Requirements Document. The quality assurance plan shall be delivered to the project manager and Contracting Officer (names, addresses, etc., or appropriate cross-ref locations in contract) no later than 60 days after contract award. The Government will use a QASP to monitor contract performance. A copy of the QASP will be provided to the Contractor within two weeks after contract award. The QASP is subject to revision during contract performance, at the discretion of the Government.

**H.22 PROGRAM PLANS (MAR 2005)**

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

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

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

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

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

(5) If, at any time during the contract year, the Contractor expects to exceed the total estimated cost thresholds in the approved Plan, a revision will be required. This revision must be submitted by the Contractor to the Contracting Officer for approval. The written approval of the revision will be required prior to the Contractor incurring additional costs.

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

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**L01 52.252-02 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 Procuring 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/>

(a) **FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

- 52.202-01 DEFINITIONS (JUL 2004) (DEVIATION)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 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 (JUN 2003)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-07 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)  
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: 'Email using Microsoft Office or Office-compatible software'
- 52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)
- 52.216-08 FIXED-FEE (MAR 1997)
- 52.217-02 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
- 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
- 52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)  
Para (a), Dollar amount is '\$0.00'
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-02 PRIVACY ACT (APR 1984)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)

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52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG. 1996)
52.227-03	PATENT INDEMNITY (APR 1984)
52.227-09	REFUND OF ROYALTIES (APR 1984)
52.227-14	Rights in Data—General (Jun 1987)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.232-17	INTEREST (JUN 1996)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003) – ALTERNATE I (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.237-03	CONTINUITY OF SERVICES (JAN 1991)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
52.244-02	SUBCONTRACTS (AUG 1998) - ALTERNATE I (MAR 2005) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'To be filled in at award' Para (k), Insert subcontracts which were evaluated during negotiations: 'To be filled in at award'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)
52.245-01	PROPERTY RECORDS (APR 1984)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004)
52.246-5	INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.251-02	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

**(b) DEPARTMENT OF ENERGY ACQUISITION REGULATIONS (48 CFR CHAPTER 9) CONTRACT CLAUSES**

952.202-01	DEFINITIONS
952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-02	SECURITY (MAY 2002)
952.204-76	CONDITIONAL PAYMENT OF FEE OR PROFIT - SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION (JAN 2004)
952.208-07	TAGGING OF LEASED VEHICLES (APR 1984)

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952.208-70	PRINTING (APR 1984)
952.216-07	ALLOWABLE COST AND PAYMENT – ALTERNATE II
952.217-70	ACQUISITION OF REAL PROPERTY (APR 1984)
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.224-70	PAPERWORK REDUCTION ACT (APR 1984)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.227-14	RIGHTS IN DATA-GENERAL -- ALTERNATE VI (FEB 1998)
952.231-71	INSURANCE-LITIGATION AND CLAIMS (APR 2002)
952.245-05	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS)
952.247-70	FOREIGN TRAVEL (DEC 2000)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

**L02 52.223-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES  
OR FEES (DEC 2004)**

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-8572  
1-866-318-8572 (TTY)

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To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, 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.



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**L03 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

<u>Employee Class</u>	<u>Monetary Wage – Fringe Benefits</u>
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NONE	
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**L04 52.252-04 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

- (a) 52.202-1 DEFINITIONS (JUL 2004) (As Modified by DEAR 952.202-1) (APR 2002)
- (b) 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) (As Modified by DEAR 952.216-7) (JAN 1997)
- (c) 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004) (As Modified by DEAR 952.245-5) (DEC 2000)

**L05 52.252-06 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 Supplement (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

FAR 52.202-1 is modified to add the following definitions contained 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 National Nuclear Security Administration of the Department of Energy.

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

**L06 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the

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Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Classifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

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**L07 952.204-75 PUBLIC AFFAIRS (DEC 2000)**

(a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.

(b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

(c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.

(d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.

(e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.

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(f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.

(g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

**L08 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

(a) Performance of the work under this contract shall be subject to the technical direction of the NNSA 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;

(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

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(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."

**L.09 92.217-09 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 36 months from date of full performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 60 months.

**L.10 952.215-70 KEY PERSONNEL (DEC 2000)**

(a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

<u>NAME</u>	<u>TITLE</u>	<u>POSITION or SOW SPECIALTY</u>
Kevin Klingenberg	Program Manager	Program Manager
Robert J. Weatherby	VA Manager	Vulnerability Assessments
Kurt W. Haase	OPSEC Manager	Operational Security
Russell McKnight	SSSP Manager	Site Safeguards and Security Plan

**SECTION J - LIST OF ATTACHMENTS**

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	4	24 MAY 2005	SECURITY SYSTEM SERVICES STATEMENT OF WORK
ATTACHMENT 2	2	29 JUL 2004	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 3	1	29 JUL 2004	SF 1034 CERTIFIED SUMMARY SHEET SAMPLE
ATTACHMENT 4	1	29 JUL 2004	GOVERNMENT FURNISHED PROPERTY LIST
ATTACHMENT 5	2	29 JUL 2004	DOE DIRECTIVES AND OTHER DOCUMENTS
ATTACHMENT 6	9	23 MAY 2006	SCA WAGE DETERMINATION 1994-2331
ATTACHMENT 7			CONTRACTOR'S TRANSITION PLAN <i>(to be added after award)</i>

# **SECURITY SYSTEM SERVICES**

## **Statement of Work (SOW)**

**May 24, 2005**

### **I. SCOPE AND MISSION**

This scope of work describes the requirements for Security System Services for the National Nuclear Security Administration Nevada Site Office (NNSA/NSO). The mission of the Security System Services contractor is to perform Vulnerability Assessments, support Operational Security Assessments, perform physical fitness training, support the NSO classification program and provide ad-hoc security support as needed. These services also include, but are not limited to, the preparation review of the NNSA/NSO Site Safeguards and Security Plan and Security Classification support.

### **II. WORK TO BE PERFORMED**

#### **1. VULNERABILITY ASSESSMENTS (VA)**

VAs shall be performed by the Contractor's Q-cleared, Subject Matter Experts in the areas of vulnerability analysis and facility modeling. The Contractor shall perform, conduct and prepare the reports of facility modeling and VAs; conduct Table-top analyses and prepare reports of those activities; and develop force-on-force plans and scenarios for protective force operations at key NSO facilities. In addition, the Contractor shall identify critical system components to be performance tested.

#### **2. OPERATIONAL SECURITY (OPSEC)**

a. The Contractor shall provide all OPSEC functions for the NNSA/NSO, perform OPSEC assessments and other assigned OPSEC functions of various NNSA/NSO or other Department of Energy (DOE) or NNSA facilities or operations. The Contractor shall prepare and distribute reports of those activities. OPSEC assessments shall be performed by Q-cleared, Subject Matter Experts in the area of OPSEC. The Contractor shall also:

1. Provide OPSEC support for NSO operations, DOE, and NNSA HQ OPSEC program requirements throughout the DOE/NNSA complex.
2. Provide Operations Security vulnerability planning and conduct Vulnerability Assessments, as required, to develop site-specific threat statements in accordance with applicable requirements.
3. Assist in the research and validation necessary to modify and publish such documents as the NSO OPSEC Strategic Plan, OPSEC Statements of Threat (classified

and unclassified), OPSEC Assessment Procedural Guide, OPSEC Employee Guide, annual OPSEC Program Activities report to HQ DOE, and other non-recurring education and awareness publications.

4. Conduct OPSEC assessments, reviews, and support Nuclear Emergency Support Team (NEST) deployments; administer the OPSEC Program for all NSO Management and Operating (M&O) Contractor locations; develop and promulgate required plans, annexes, and implementation guidance; develop and assist in implementing cost-effective countermeasures and educate employees on sound OPSEC practices; develop and disseminate periodic, credible cross-feed information on new or anecdotal events to enhance program credibility.

### **3. NNSA/NSO SITE SAFEGUARDS AND SECURITY PLAN (SSSP)**

The Contractor shall support the NNSA/NSO Safeguards and Security Division (SSD) in the preparation and annual review of Volumes 1 and 2 of the NNSA SSSP. Q-cleared Contractor personnel shall draft the document and coordinate with SSD staff for review, comment resolution, and editing of the document in preparation for formal submission of the final product to NNSA Headquarters.

### **4. SECURITY CLASSIFICATION ADMINISTRATIVE SUPPORT**

The Contractor shall provide Q-cleared personnel to research, develop, draft and prepare local classification guides per year as required by NSO programmatic offices. Using data supplied by the NSO Classification Officer, they will prepare the quarterly NSO classification report to HQ. This report will encompass classification guidance provided for NSO operations, education and training statistics, document review and declassification statistics, local guide status and NSO pending classification issues.

### **5. PHYSICAL FITNESS TRAINING**

The Contractor shall maintain a Physical Fitness Training Unit (PFTU) that is responsible for the physical fitness training and testing of the armed security police officer (SPO) protective force personnel. The Contractor shall provide qualified fitness specialists to staff the PFTU at the NTS and North Las Vegas Facility. At a minimum these specialists shall meet the physical fitness requirements of 10 CFR 1046. Physical Fitness specialists will supervise training and testing; record training data and maintain training records; develop individual exercise programs; conduct fitness evaluations; provide fitness counseling/instruction; conduct safety inspections; and pace SPOs during their annual qualifications. The contractor shall also provide physical fitness training and observation and monitoring for the NSO M&O contractor emergency services personnel.

## **6. CLASSIFIED MATTER STAFFING AND ADMINISTRATIVE SUPPORT**

The Contractor shall provide Q-cleared personnel to staff and maintain the Classified Matter Control Center (CMCC) vault-type room. They will provide staff assistance and administration oversight of all classified matter custodians in M&O contractor facilities; maintain an accurate database of the classified documents and materials stored within the CMCC; and operate the CMCC as the designated classified mailing center for all NSO M&O contractor addresses.

The contractor shall also provide Classified Matter Protection and Control (CMPC) Custodian training for all NNSA/NSO federal and contractor employees for all classified matter custodians.

## **7. PASS AND BADGING**

a. The Contractor shall operate a pass and badging system at two facilities--one located at the NTS and the other at the NSO facility in North Las Vegas. Responsibilities include the design, preparation, issue, and control of permanent and temporary badges for all federal and contractor employees and visitors. The Contractor shall also process and control official and nonofficial visits and tours; and track all new NSO M&O contractor hires, transferees, clearance grants, upgrades/downgrades, and terminations based on information provided by the NSO M&O contractor.

b. The Contractor shall be responsible for maintaining and updating the Automated Access Control System (AACS) database. The AACS is an electronic security system which allows automated access to some NSO facilities by use of an employee's access badge. Both NSO federal employees and all contractors' access authorization to facilities must be maintained and updated as employees access requirements change or are recently hired, terminated, transfer, or retire. This includes reviewing security files of foreign nationals visiting the NTS and entering the data into the Foreign Access Central Tracking System (FACTS) database. FACTS is a database for tracking foreign national visits and assignments to DOE or NNSA facilities. The Contractor shall process Foreign National Visit Requests and prepare associated Security Plans; and coordinate and perform administrative tasks associated with in-coming classified visits by non-DOE cleared visitors and DOE-cleared visitors traveling to non-DOE destinations who require access to another agency's classified matter.

## **8. OTHER SECURITY SUPPORT.**

a. The Contractor shall develop, publish and maintain an Intranet Web Site that provides a comprehensive set of security policies and procedures for M&O contractor employees. This web site shall be maintained to ensure that it contains the current approved record copy of M&O contractor security procedures. This web site shall be



accessible from all M&O contractor work locations where NSO Intranet access is available.

b. The Contractor shall be responsible for providing security briefings to federal and contractor employees, including initial, annual, termination and special briefings. Contractor personnel shall prepare security education and awareness media to serve NNSA employees at locations throughout Las Vegas, the NTS, and at other NSO locations outside of Nevada.

c. The Contractor shall maintain and update security education and training records to ensure briefings are recorded on each employees "Individual Training History Report."

d. Perform Safeguards Security Professional Training Program for NNSA/NSO and its contractors except for Protective Force personnel.

### **III. REGULATORY REQUIREMENTS**

In performance of the above work, the Contractor shall ensure that all applicable regulations and policies associated with protecting classified, sensitive, and privileged information for NNSA/NSO are adhered to. All contract work shall be performed in accordance with Federal, State, DOE, and NNSA directives, regulations, and policies concerning Environmental, Safety, Health, and Security requirements.

### **IV. DELIVERABLES**

Deliverables required under this contract include written reports for all SSSPs, VAs, OPSEC assessments, and self-assessments.

U.S. DEPARTMENT OF ENERGY  
Albuquerque Operations Office

## REPORTING REQUIREMENTS CHECKLIST

<b>1. PROGRAM/PROJECT TITLE</b>  Security System Services for the NNSA/NSO	<b>2. IDENTIFICATION NUMBER</b>  DE-AC52-06NA99344
<b>3. PARTICIPANT NAME AND ADDRESS</b>	
<b>4. PLANNING AND REPORTING REQUIREMENTS</b>	
<p style="text-align: right;"><u>Frequency</u></p> <b>A. General Management</b>  Management Plan (requires COR approval) Status Report Summary Report  <b>B. Schedule/Labor/Cost</b>  Milestone Schedule/Plan Labor Plan Facilities Capital Cost of Money Factors Comp. Contract Facilities Capital and Cost of Money Cost Plan Milestone Schedule/Status Labor Management Report Cost Management Report  <b>C. Exception Reports</b>  Conference Record Hot Line Report  <b>D. Performance Measurement</b>  Management Control System Description WBS Dictionary  Index Element Definition  Cost Performance Reports  Format 1 - WBS Format 2 - Function Format 3 - Baseline	<p style="text-align: right;"><u>Frequency</u></p> <b>E. Financial Incentives</b>  Statement of Income and Expenses  Balance Sheet Cash Flow Statement Statement of Changes in Financial Position Loan Drawdown Report Operating Budget Supplementary Information  <b>F. Technical</b>  Notice of Energy R&D Project (Required with any of the following) Technical Progress Report (Annual Accomplishment Report) Draft for Review Final for Approval  Topical Report Final Technical Report  Draft for Review Final for Approval  Software Other (Specify):  <b>See Page 2</b>  <b>G. Environment, Safety &amp; Health</b>  (Specify)
<b>5. FREQUENCY CODES</b>	
A - As Required C - Change to Contractual Agreement F - Final (end of effort) D — Daily	BM — Bi-Monthly M - Monthly O - Once After Award Q - Quarterly
S - Semi-Annually X - With Significant Changes Y - Yearly or Upon Renewal/Revision of Task Assignment	
<b>6. SPECIAL INSTRUCTIONS (ATTACHMENTS)</b>	
Report Distribution List/Addresses Reporting Elements Due Dates within <b>20 days after reporting period unless noted</b>	Analysis Thresholds Work Breakdown Structure Other See Attached Reporting Requirements List
<b>7. PREPARED BY</b>	<b>8. REVIEWED BY</b>
_____ (Signature)	_____ (Signature)
_____ (Date)	_____ (Date)

## REPORTING REQUIREMENTS

The Contractor shall prepare and submit the following recurring plans and reports. NNSA/NSO reserves the right to request additional reports or to modify reports at any time. The Contractor shall be responsible for the development of some specialized reports.

### REPORT DISTRIBUTION LIST/ADDRESS AND REPORTING ELEMENTS

<b><u>REQUIREMENTS</u></b>	<b><u>FREQUENCY</u></b>
Foreign National Visitor Report	Monthly
Estimates of Requests for Q and L clearances	Quarterly
Badge Office Activity Report	Annually
Irregularity Reports	As necessary
Exercise Update	Monthly
Performance Indicators Program	Monthly & Quarterly
OPSEC Status Report	Quarterly
Emergency Preparedness	Annually
Information Security Oversight Report	Quarterly
State Industrial Insurance System (SIIS) Form C-3, Employer's Report of Industrial Injury	As necessary
DISCAS Cost Report	Monthly
Financial Plan Response	Bi-monthly
Contractor and Personnel and Industrial Report	As required
Annual Budget	Annual and as Required
Site Safeguards and Security Plan (SSSP)	Annually
Vulnerability Assessments (VA)	Annually
Material Control and Accountability (MC&A) Report	Quarterly
Quality Assurance Performance Task Plan	Annually

SF 1034 CERTIFIED SUMMARY SHEET - SAMPLE

Contract No: \_\_\_\_\_

Obligated:

Date of last obligation: Cost \$ \_\_\_\_\_  
 Amount of last obligation: Fee \$ \_\_\_\_\_  
 Cumulative Total Obligation: Total \$ \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Costs	This Period	Cumulative
Direct Labor	_____	_____
Fringe Benefits @ ____%	_____	_____
Overhead	_____	_____
Nonexpendable Items	_____	_____
Materials/Supplies/Equip	_____	_____
Travel	_____	_____
Subcontract #1	_____	_____
Subcontract #2	_____	_____
Subcontract #3	_____	_____
Subcontract #4	_____	_____
Other Direct Costs	_____	_____
Adjustments (Explain)	_____	_____
Total Direct Costs	_____	_____
General and Administrative	_____	_____
(G&A) @ ____%	_____	_____
Total Costs & G&A	_____	_____
Fee @ ____%	_____	_____
Subtotal Cost and Fee	_____	_____
TAX as applicable @ _____%	_____	_____
Total Cost and Fee	_____	_____
Contractor's Portion	_____	_____
Government's Share	_____	_____

CERTIFICATION: I certify that this voucher is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent the payments made by the contractor except as otherwise authorized in the payment provisions of the contract, and properly reflect the work performed.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Title)

**LIST OF GOVERNMENT FURNISHED PROPERTY**

It is anticipated that all on-site facilities and equipment will be Government furnished. Administrative office space will be furnished by the Government. See Section H.04.

## **DOE DIRECTIVES AND OTHER DOCUMENTS**

### **DOE DIRECTIVE , TITLE, AND DATE\***

1. DOE O 142.3, Unclassified Foreign Visits and Assignments Program, 6-18-04
2. DOE O 200.1, Information Management Program, 9-30-96
3. DOE M 200.1-1, Telecommunications Security Manual, 3-1-97
4. DOE O 203.1, Limited Personal Use of Government Office Equipment Including Information Technology, 1-7-05
5. DOE N 205.3, Password Generation, Protection, and Use, 11-23-99  
DOE M 205.1-1, Incident Prevention, Warning, and Response (IPWAR) Manual, 9-30-04
6. DOE M 360.1-1B, Federal Employee Training Manual, 10-11-01
7. DOE O 414.1B, Quality Assurance, 04-29-04
8. DOE G 414.1-2, Quality Assurance Management System Guide, 06-17-99
9. DOE M 452.4-1A, Protection of Use Control Vulnerabilities and Designs, 3-11-04
10. DOE O 461.1A, Packaging and Transfer or Transportation of Materials of National Security Interest, 4-26-04
11. DOE P 470.1, Integrated Safeguards and Security Management Policy, 5-8-01
12. DOE O 470.1, Safeguards and Security Program, 9-28-95, (Change 1, 5-21-96)
13. DOE M 470.1-1, Safeguards and Security Awareness Program, 10-2-02
14. DOE O 470.2B, Independent Oversight and Performance Assurance Program, 10-31-02
15. DOE O 471.1A, Identification and Protection of Unclassified Controlled Nuclear Information, 06-30-00
16. DOE M 471.1-1, Identification and Protection of Unclassified Controlled Nuclear Information Manual, 6-30-00 (Change 1, 10-23-01)
17. DOE O 471.2A, Information Security Program, 3-27-97
18. DOE M 471.2-1B, Classified Matter Protection and Control Manual, 1-6-99
19. DOE M 471.2-1C, Classified Matter Protection and Control Manual, 7-14-04
20. DOE M 471.2-2, Classified Information Systems Security Manual, 8-3-99
21. DOE M 471.2-3A, Special Access Program Policies, Responsibilities, and Procedures, 7-11-02
22. DOE O 471.3, Identifying and Protecting Official Use Only Information, 4-9-03
23. DOE M 471.3-1, Manual for Identifying and Protecting Official Use Only Information, 4-9-03
24. DOE O 471.4, Incidents of Security Concern, 3-17-04
25. DOE O 472.1C, Personnel Security Activities, 3-25-03
26. DOE M 472.1-1B, Personnel Security Program Manual, 07-12-01
27. DOE O 473.1, Physical Protection Program, 12-23-02
28. DOE M 473.1-1, Physical Protection Program Manual, 12-23-02
29. DOE O 473.2, Protective Force Program, 6-30-00
30. DOE M 473.2-2, Protective Force Program Manual, 6-30-00 (Change 1, 12-20-01)
31. DOE M 473.2-1A, Firearms Qualification Courses Manual, 1-17-02
32. DOE N 473.9, Security Conditions, 7-8-04
33. DOE O 474.1A, Control and Accountability of Nuclear Materials, 11-20-00
34. DOE M 474.1-1B, Manual for Control and Accountability of Nuclear Materials, 6-13-03

35. DOE M 474.1-2A, Nuclear Materials Management and Safeguards System Reporting and Data Submission, 8-19-03
36. DOE M 475.1-1A, Identifying Classified Information, 2-26-01
37. Technical Surveillance Countermeasures Procedural Manual, 10-94
38. DOE O 551.1B, Official Foreign Travel, 08-19-03

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\*Most current version will be applicable and may be found on <<http://www.directives.doe.gov>>

94-2331 NV, LAS VEGAS

WAGE DETERMINATION NO: 94-2331 REV (28) AREA: NV, LAS VEGAS

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2332

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 1994-2331  
Revision No.: 28  
Date Of Revision: 05/23/2006

States: Arizona, Nevada

Area: Arizona County of Mohave  
Nevada Counties of Clark, Esmeralda, Lincoln, Nye

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.13
01012 - Accounting Clerk II	11.42
01013 - Accounting Clerk III	13.60
01014 - Accounting Clerk IV	15.64
01030 - Court Reporter	15.72
01050 - Dispatcher, Motor Vehicle	13.72
01060 - Document Preparation Clerk	11.85
01070 - Messenger (Courier)	10.77
01090 - Duplicating Machine Operator	11.85
01110 - Film/Tape Librarian	12.01
01115 - General Clerk I	9.88
01116 - General Clerk II	11.12
01117 - General Clerk III	12.82
01118 - General Clerk IV	13.75
01120 - Housing Referral Assistant	16.48
01131 - Key Entry Operator I	11.61
01132 - Key Entry Operator II	14.69
01191 - Order Clerk I	11.88
01192 - Order Clerk II	13.14
01261 - Personnel Assistant (Employment) I	12.83
01262 - Personnel Assistant (Employment) II	13.83
01263 - Personnel Assistant (Employment) III	15.43
01264 - Personnel Assistant (Employment) IV	17.28
01270 - Production Control Clerk	16.14
01290 - Rental Clerk	12.93
01300 - Scheduler, Maintenance	14.06
01311 - Secretary I	14.06
01312 - Secretary II	15.46
01313 - Secretary III	16.48
01314 - Secretary IV	19.73
01315 - Secretary V	23.88
01320 - Service Order Dispatcher	12.79
01341 - Stenographer I	13.43
01342 - Stenographer II	14.46
01400 - Supply Technician	19.73
01420 - Survey Worker (Interviewer)	12.56
01460 - Switchboard Operator-Receptionist	12.02
01510 - Test Examiner	14.66
01520 - Test Proctor	14.66
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.34



01533 - Travel Clerk III	13.23
01611 - Word Processor I	12.27
01612 - Word Processor II	13.95
01613 - Word Processor III	15.59
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.83
03041 - Computer Operator I	14.44
03042 - Computer Operator II	16.48
03043 - Computer Operator III	17.28
03044 - Computer Operator IV	19.15
03045 - Computer Operator V	21.20
03071 - Computer Programmer I (1)	18.01
03072 - Computer Programmer II (1)	22.40
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.83
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.14
05010 - Automotive Glass Installer	17.87
05040 - Automotive Worker	17.87
05070 - Electrician, Automotive	18.45
05100 - Mobile Equipment Servicer	16.33
05130 - Motor Equipment Metal Mechanic	19.22
05160 - Motor Equipment Metal Worker	17.87
05190 - Motor Vehicle Mechanic	18.74
05220 - Motor Vehicle Mechanic Helper	15.57
05250 - Motor Vehicle Upholstery Worker	17.11
05280 - Motor Vehicle Wrecker	17.87
05310 - Painter, Automotive	18.45
05340 - Radiator Repair Specialist	17.87
05370 - Tire Repairer	15.78
05400 - Transmission Repair Specialist	19.22
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.24
07010 - Baker	13.61
07041 - Cook I	12.49
07042 - Cook II	13.61
07070 - Dishwasher	10.24
07130 - Meat Cutter	16.52
07250 - Waiter/waitress	10.74
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	14.79
09070 - Furniture Refinisher	16.46
09100 - Furniture Refinisher Helper	15.57
09110 - Furniture Repairer, Minor	17.11
09130 - Upholsterer	15.76
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.24
11060 - Elevator Operator	10.24
11090 - Gardener	13.08
11121 - House Keeping Aid I	10.45
11122 - House Keeping Aid II	11.00
11150 - Janitor	10.72
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.45
11270 - Pest Controller	13.99
11300 - Refuse Collector	12.40
11330 - Tractor Operator	12.43
11360 - Window Cleaner	11.25
12000 - Health Occupations	
12020 - Dental Assistant	15.82
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.67
12071 - Licensed Practical Nurse I	14.21
12072 - Licensed Practical Nurse II	15.98
12073 - Licensed Practical Nurse III	17.87
12100 - Medical Assistant	12.40

12130 - Medical Laboratory Technician	14.43
12160 - Medical Record Clerk	10.57
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	9.12
12222 - Nursing Assistant II	10.25
12223 - Nursing Assistant III	11.18
12224 - Nursing Assistant IV	12.53
12250 - Pharmacy Technician	13.13
12280 - Phlebotomist	13.81
12311 - Registered Nurse I	20.57
12312 - Registered Nurse II	25.18
12313 - Registered Nurse II, Specialist	25.18
12314 - Registered Nurse III	30.46
12315 - Registered Nurse III, Anesthetist	30.46
12316 - Registered Nurse IV	36.51
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.77
13011 - Exhibits Specialist I	19.64
13012 - Exhibits Specialist II	23.96
13013 - Exhibits Specialist III	25.15
13041 - Illustrator I	20.20
13042 - Illustrator II	25.05
13043 - Illustrator III	27.64
13047 - Librarian	25.96
13050 - Library Technician	14.06
13071 - Photographer I	14.09
13072 - Photographer II	15.94
13073 - Photographer III	19.46
13074 - Photographer IV	23.72
13075 - Photographer V	28.79
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	10.24
15030 - Counter Attendant	10.24
15040 - Dry Cleaner	13.25
15070 - Finisher, Flatwork, Machine	10.24
15090 - Presser, Hand	10.24
15100 - Presser, Machine, Drycleaning	10.24
15130 - Presser, Machine, Shirts	10.24
15160 - Presser, Machine, Wearing Apparel, Laundry	10.24
15190 - Sewing Machine Operator	14.25
15220 - Tailor	15.26
15250 - washer, Machine	11.24
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.93
19040 - Tool and Die Maker	21.88
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.96
21020 - Material Coordinator	16.14
21030 - Material Expediter	16.14
21040 - Material Handling Laborer	11.56
21050 - Order Filler	13.11
21071 - Forklift Operator	14.94
21080 - Production Line Worker (Food Processing)	15.09
21100 - Shipping/Receiving Clerk	13.32
21130 - Shipping Packer	14.22
21140 - Store Worker I	13.28
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	17.14
21210 - Tools and Parts Attendant	15.14
21400 - Warehouse Specialist	15.14
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.10
23040 - Aircraft Mechanic Helper	17.09
23050 - Aircraft Quality Control Inspector	21.95
23060 - Aircraft Servicer	18.78
23070 - Aircraft Worker	19.62
23100 - Appliance Mechanic	18.45
23120 - Bicycle Repairer	15.78
23125 - Cable Splicer	27.13
23130 - Carpenter, Maintenance	20.18
23140 - Carpet Layer	20.89

23160 - Electrician, Maintenance	22.43
23181 - Electronics Technician, Maintenance I	17.28
23182 - Electronics Technician, Maintenance II	23.20
23183 - Electronics Technician, Maintenance III	25.55
23260 - Fabric Worker	18.43
23290 - Fire Alarm System Mechanic	21.14
23310 - Fire Extinguisher Repairer	17.46
23340 - Fuel Distribution System Mechanic	21.14
23370 - General Maintenance Worker	17.87
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.22
23430 - Heavy Equipment Mechanic	22.45
23440 - Heavy Equipment Operator	23.58
23460 - Instrument Mechanic	21.27
23470 - Laborer	11.56
23500 - Locksmith	19.47
23530 - Machinery Maintenance Mechanic	24.51
23550 - Machinist, Maintenance	19.22
23580 - Maintenance Trades Helper	18.96
23640 - Millwright	19.17
23700 - Office Appliance Repairer	20.43
23740 - Painter, Aircraft	22.10
23760 - Painter, Maintenance	21.22
23790 - Pipefitter, Maintenance	23.12
23800 - Plumber, Maintenance	22.42
23820 - Pneudraulic Systems Mechanic	19.93
23850 - Rigger	21.74
23870 - Scale Mechanic	19.38
23890 - Sheet-Metal Worker, Maintenance	25.20
23910 - Small Engine Mechanic	17.87
23930 - Telecommunication Mechanic I	21.27
23931 - Telecommunication Mechanic II	25.08
23950 - Telephone Lineman	21.27
23960 - Welder, Combination, Maintenance	19.22
23965 - Well Driller	20.63
23970 - Woodcraft Worker	21.27
23980 - Woodworker	16.81
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.74
24580 - Child Care Center Clerk	17.75
24600 - Chore Aid	9.73
24630 - Homemaker	19.78
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.25
25040 - Sewage Plant Operator	24.95
25070 - Stationary Engineer	23.25
25190 - Ventilation Equipment Tender	18.82
25210 - Water Treatment Plant Operator	24.95
27000 - Protective Service Occupations	
(not set) - Police Officer	23.83
27004 - Alarm Monitor	18.39
27006 - Corrections Officer	22.66
27010 - Court Security Officer	20.28
27040 - Detention Officer	22.66
27070 - Firefighter	18.05
27101 - Guard I	10.95
27102 - Guard II	18.38
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.93
28020 - Hatch Tender	19.93
28030 - Line Handler	19.95
28040 - Stevedore I	17.39
28050 - Stevedore II	20.74
29000 - Technical Occupations	
21150 - Graphic Artist	23.97
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.61
29024 - Archeological Technician II	16.33
29025 - Archeological Technician III	20.29

29030 - Cartographic Technician	24.86
29035 - Computer Based Training (CBT) Specialist/ Instructor	26.58
29040 - Civil Engineering Technician	23.04
29061 - Drafter I	15.60
29062 - Drafter II	18.01
29063 - Drafter III	20.29
29064 - Drafter IV	24.86
29081 - Engineering Technician I	14.00
29082 - Engineering Technician II	16.87
29083 - Engineering Technician III	23.33
29084 - Engineering Technician IV	24.00
29085 - Engineering Technician V	28.41
29086 - Engineering Technician VI	34.46
29090 - Environmental Technician	21.84
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	22.94
29210 - Laboratory Technician	21.63
29240 - Mathematical Technician	23.99
29361 - Paralegal/Legal Assistant I	16.75
29362 - Paralegal/Legal Assistant II	17.94
29363 - Paralegal/Legal Assistant III	22.39
29364 - Paralegal/Legal Assistant IV	27.06
29390 - Photooptics Technician	24.73
29480 - Technical Writer	22.94
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.77
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.92
29622 - Weather Observer, Upper Air (3)	16.92
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.32
31260 - Parking and Lot Attendant	11.11
31290 - Shuttle Bus Driver	15.69
31300 - Taxi Driver	12.92
31361 - Truckdriver, Light Truck	13.55
31362 - Truckdriver, Medium Truck	15.32
31363 - Truckdriver, Heavy Truck	18.57
31364 - Truckdriver, Tractor-Trailer	18.57
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.36
99030 - Cashier	10.29
99041 - Carnival Equipment Operator	11.87
99042 - Carnival Equipment Repairer	12.49
99043 - Carnival Worker	10.24
99050 - Desk Clerk	12.74
99095 - Embalmer	20.02
99300 - Lifeguard	11.17
99310 - Mortician	20.06
99350 - Park Attendant (Aide)	14.09
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.17
99500 - Recreation Specialist	13.62
99510 - Recycling Worker	14.37
99610 - Sales Clerk	11.85
99620 - School Crossing Guard (Crosswalk Attendant)	11.08
99630 - Sport Official	11.17
99658 - Survey Party Chief (Chief of Party)	26.47
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	20.65
99660 - Surveying Aide	15.06
99690 - Swimming Pool Operator	15.25
99720 - Vending Machine Attendant	11.57
99730 - Vending Machine Repairer	16.82
99740 - Vending Machine Repairer Helper	14.64

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.