

2. AMENDMENT/MODIFICATION NO. 033	3. EFFECTIVE DATE 06/07/2011	4. REQUISITION/PURCHASE REQ. NO. 11EM002628	5. PROJECT NO. (If applicable)
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6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WACKENHUT SERVICES, INCORPORATED Attn: MICHAEL GOLDEN 7121 FAIRWAY DRIVE, SUITE 301 PALM BEACH GARDENS FL 334183766	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)

CODE 073891921	FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC30-10CC60025
			10B. DATED (SEE ITEM 13) 11/02/2009

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,630,500.00  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

Tax ID Number: 59-0940269  
DUNS Number: 073891921

A. The purpose of this modification is to allot funds to CLIN 00001 for continued performance. Funds in the amount of \$4,630,500.00 are hereby obligated to CLIN 00001, increasing the total funds obligated to CLIN 00001 from \$139,615,158.00 to \$144,245,658.00.

B. The contract total estimated cost (inclusive of options) remains at \$1,001,099,200.78.

C. All other terms and conditions of the contract remain unchanged.

Delivery: 1 Days After Award  
Delivery Location Code: 00902  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Angela S. Morton
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)
	16C. DATE SIGNED 06/07/2011

NAME OF OFFEROR OR CONTRACTOR  
WACKENHUT SERVICES, INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Savannah River (Loading Dock)  Attn: Charlene Stokes-Geter  DOE Loading Dock, Bldg. 730B  Aiken SC 29802</p> <p>FOB: Destination  Period of Performance: 10/08/2009 to 09/30/2019</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>PROTECTIVE FORCE SECURITY SERVICES FOR THE DEPARTMENT OF ENERGY'S SAVANNAH RIVER SITE  Line item value is: \$454,905,336.78  Incrementally Funded Amount: \$144,245,658.00</p> <p>Accounting Info:  00000-0000-00-000000-000000-0000000-00000000-00000000  -0000000-0000000 Fund: 00000 Appr Year: 0000  Allottee: 00 Report Entity: 000000 Object Class:  00000 Program: 0000000 Project: 0000000 WFO:  0000000 Local Use: 0000000  Funded: \$0.00</p> <p>Accounting Info:  OSSES - WSI Contract Fund: 00000 Appr Year: 0000  Allottee: 00 Report Entity: 000000 Object Class:  00000 Program: 0000000 Project: 0000000 WFO:  0000000 Local Use: 0000000  Funded: \$0.00</p> <p>Accounting Info:  Fund: 00000 Appr Year: 0000 Allottee: 00 Report  Entity: 000000 Object Class: 00000 Program:  0000000 Project: 0000000 WFO: 0000000 Local Use:  0000000  Funded: \$0.00</p> <p>Accounting Info:  OSSES - WSI Contract Fund: 00000 Appr Year: 0000  Allottee: 00 Report Entity: 000000 Object Class:  00000 Program: 0000000 Project: 0000000 WFO:  0000000 Local Use: 0000000  Funded: \$0.00</p> <p>Accounting Info:  Fund: 00000 Appr Year: 0000 Allottee: 00 Report  Entity: 000000 Object Class: 00000 Program:  0000000 Project: 0000000 WFO: 0000000 Local Use:  0000000  Funded: \$0.00</p> <p>Accounting Info:  OSSES - WSI Contract Fund: 00000 Appr Year: 0000  Allottee: 00 Report Entity: 000000 Object Class:  Continued ...</p>				454,905,336.78

**CONTINUATION SHEET**

REFERENCE NO. OF **MENT BEING CONTINUED**  
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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: OSSES - WSI Contract Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: OSSES WSI Contract Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 0000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 0000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 0000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 0000 Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Continued ...				

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According to the Interim Planning Guidance for Contractor Work Force Restructuring (March 5, 1996), the contractor was to require that voluntarily separated employees sign a release of claims. In order to meet this requirement, the guide provided a model (Appendix F) that contains a clause about re-employment and consequences if employees violate the clause, including possible repayment of severance benefits. The WSRC "Self Select Request for Separation" form does not contain these stipulations that were required. SRNS and subsequent contractors do include the language it in their form.

WSRC did not ensure that the voluntarily separated employees agreed to the required clauses as stated below (in regards to re-employment and consequences of violation). The following three points outline this claim:

### **1. WSRC Contract → DOE O 350.1**

#### **a) WSRC Contract H.2 Advance Understanding on Human Resources:**

This clause of the WSRC Contract establishes the DOE Order 350.1 as the governing document for the advanced HR understanding they were required to maintain.

[H.2 \(a\) Advance Understanding on Human Resources](#)

[DOE Order 350.1, "Human Resources Management Program," shall serve as the governing document for the advance understanding.](#)

#### **b) WSRC Contract Section J, Appendix A Personnel Appendix:**

DOE Order 350.1 is again noted as the governing document.

[J.A DOE Order 350.1, "Human Resources Management Program," shall serve as the governing document for this advance understanding.](#)

### **2. DOE O 350.1 → Interim Guidance for Contractor WFR**

DOE O 350.1, Chapter III - Reductions in Contractor Employment:

This chapter refers the following of the "Interim Planning Guidance for Contractor Work Force Restructuring".

[3.b. Work force restructuring plans shall be prepared in accordance with "Interim Planning Guidance for Contractor Work Force Restructuring," published in the Federal Register Vol. 61, No.44, dated March 5, 1996, as amended from time to time.](#)

### **3. Interim Guidance for Contractor WFR → Voluntary Separation Release with Repayment Requirement**

Interim Planning Guidance for Contractor Work Force Restructuring, Federal Register Vol. 61, No.44, dated March 5, 1996:

This guide outlines the requirement for voluntarily separated employees to sign a release that includes specific clauses for re-hire at the site, defines specifically contractor and subs, and lists specific payback provisions.

[F. Develop Voluntary Separation Program \(Paragraph 5\)](#)

[In exchange for the enhanced benefits employees receive in a voluntary separation program, it is the Department's policy to obtain from employees who](#)

separate under such a program a release of claims related to their employment and separation. The Department has adopted a model form of release, which is provided in Appendix F...departures from the model will require Department approval, including from the Office of General Counsel.

**Appendix F – Sample Release for Use in Work Force Restructuring Programs**

**Voluntary Separation Payment Program General Release and Waiver**

1. Employee agrees not to seek employment with or become employed at the \_\_\_\_\_ Site by the Employer or any other future current contractor or subcontractor at the Site for a period of \_\_\_ year(s) from the date of Employee's resignation. This includes but is not limited to temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts...
6. If Employee becomes employed as prohibited in paragraph 1 or otherwise violates any provision of this Agreement, then, in addition to any other remedies Employer has under this Agreement, Employer may require Employee to repay payments or other benefits under this Agreement, and Employee agrees to such repayment.

Since the contractor did not include language requiring the re-employment provisions, they are in violation of their DOE O 350.1 contractual requirement of HR understanding and therefore liable for the failure to remedy the double pay. Subsequent contractors including SRNS, SRR and WSI have included the required language per DOE Directive and Interim Guidance above on their "Self Select Request for Separation" form.

## H.2 ADVANCE UNDERSTANDING ON HUMAN RESOURCES

(a) Advance Understanding on Human Resources

DOE Order 350.1, "Human Resources Management Program," shall serve as the governing document for the advance understanding. The advance understanding appended to this Contract as Section J, Appendix A, shall as a minimum implement the requirements of this Order.

It is the Department's intent to ensure that the Contractor Human Resource Policies adequately support the Contractor's ability to attract and retain critically skilled employees. Moreover, it is the Contractor's responsibility to notify DOE when any obstacles are encountered that could impact the recruitment and retention of critically skilled employees.

(b) Labor Relations

The Contractor shall maintain positive labor-management relations. The Contractor shall respect the right of employees to self-organize, to form, join or assist the labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and also to have the right to refrain from any or all of such activities. The Contractor shall be obligated to recognize the current bargaining agents and their existing collective bargaining agreements.