



# Request for Proposal

Number DE-RP06-92RL12367

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**Environmental Restoration Management Contract  
for the  
Hanford Site**

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**Department of Energy  
Field Office, Richland**





## Department of Energy

Richland Operations Office  
P.O. Box 550  
Richland, Washington 99352

APR 15 1992

### PROSPECTIVE OFFERORS

#### REQUEST FOR PROPOSAL DE-RP06-92RL12367, ENVIRONMENTAL RESTORATION MANAGEMENT CONTRACT (ERMC) FOR THE HANFORD SITE

The U. S. Department of Energy, Richland Field Office, is requesting proposals for a contractor to manage and execute the Environmental Restoration Program at the Hanford Site, Richland, Washington. A detailed description of the work to be performed is set forth in Part I, Section C of the Request for Proposal (RFP).

The purpose of this Executive Summary Letter is to highlight the salient elements of the attached RFP. This letter is not an integral part of the RFP which is a stand alone document. In the event of any conflict between the contents of this Executive Summary Letter and the attached RFP, the RFP language shall prevail.

For the purposes of this RFP, the ERMC means the prime contractor and any named member(s) of the ERMC team of subcontractor(s) considered essential to the accomplishment of the work.

#### Period of Performance and Contract Type Contemplated

The contract will be for a period of five (5) years with a unilateral option on the part of the DOE to extend the contract for three (3) additional years. It is anticipated that a Cost-Plus-Award-Fee contract will result from this solicitation.

#### Projected Effective Date of Contract

The projected effective date of the ERMC contract is March 1, 1993. A phase-in period from March 1, 1993, through June 30, 1993, is planned, with the ERMC assuming full responsibility for the site on July 1, 1993.

### Security Requirements

The proposed contract anticipates the need for use of classified data. It is therefore necessary to submit information regarding Foreign Ownership, Control, or Influence Over Contractors.

### Special Provisions on Financial Accountability

The proposed contract will include special provisions on financial accountability including:

1. unallowable avoidable costs;
2. special considerations for fee;
3. determining avoidable costs;
4. ceiling on certain liabilities;
5. pre-existing conditions; and
6. other conditions modeled after the DOE Final Accountability Rule, published June 19, 1991, at 56 Federal Register 28099.

### Preproposal Conference

A site tour and preproposal conference will be held May 8, 1992. Part IV - Section L of the RFP sets forth the particulars about the conference.

### Qualification Criteria

Qualification Criteria are set forth in Part IV - Section M of the RFP. Proposals which fail to meet the Qualification Criteria will not be evaluated as described in the Evaluation Criteria.

### Evaluation Criteria

Proposals will be evaluated by a formal Source Evaluation Board (SEB). The SEB will submit its findings to a Source Selection Official (SSO) for final selection. Proposals will be evaluated in accordance with the specific evaluation criteria delineated in Part IV, Section M of the RFP and all applicable DOE Procurement Regulations, including the DOE Acquisition Regulations Handbook, "Source Evaluation Board," (DOE/MA-054). Copies of the Source Evaluation Board Handbook are available from:

National Technical Information Service  
U. S. Department of Commerce  
Springfield, Virginia 22161

JUN 15 1992

Proposal Information/Due Date

Proposals are due on June 30, 1992, no later than 3:00 p.m., local prevailing time, at the address below:

U. S. Department of Energy  
Richland Field Office  
Procurement Division, A7-80  
Attn: Sally A. Sieracki  
P. O. Box 550  
Richland, Washington 99352

Proposals may be delivered by hand to Sally A. Sieracki, at the Federal Building, 825 Jadwin Avenue, Richland, Washington, before the time specified.

**CAUTION:** Late proposals, modifications, and withdrawals will be treated in accordance with Part IV - Section L, paragraph L-5 of the RFP.

Your proposal must be submitted in accordance with the instructions contained in Part IV - Section L, of the attached RFP package. Offerors will allow nine months from the date of their proposal for acceptance thereof by the Government. This RFP does not commit the Government to pay any cost for the preparation and submission of proposals.

Sincerely,



Robert D. Larson, Director  
Procurement Division

PRO:SAS

Attachment

Tab Sec. A



**SOLICITATION, OFFER AND AWARD** 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) **RATING** **PAGE OF** 1 | 439 PAGES

2. CONTRACT NO. 3. SOLICITATION NO. DE-RP06-92RL12367 4. TYPE OF SOLICITATION  SEALED BID (IFB)  NEGOTIATED (RFP) 5. DATE ISSUED 4/15/92 6. REQUISITION/PURCHASE NO. 06.92RL12367.000

SUED BY CODE U. S. Department of Energy Richland Field Office P. O. Box 550 Richland, Washington 99352 8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 12 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Federal Bldg., Lobby, 825 Jadwin Ave until 3:00pm local time June 30, 1992 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME Sally A. Sieracki B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (509) 376-2955

**11. TABLE OF CONTENTS**

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**OFFER (Must be fully completed by offeror)**

E: 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 9 months calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 10 CALENDAR DAYS % 20 CALENDAR DAYS % 30 CALENDAR DAYS % CALENDAR DAYS %

14. ACKNOWLEDGMENT 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

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code) 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)  41 U.S.C. 253(c) 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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

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**PART I - SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 SERVICES BEING ACQUIRED**

The Contractor shall be responsible for planning, managing, integrating, and executing a full range of programs and project activities included in the Environmental Restoration Program at the Hanford Site and the Hanford Federal Facility Agreement (HFFA) and Consent Order, herein referred to as the Tri-Party Agreement (TPA). These programs, projects, and activities include, but are not limited to, characterization and remediation of past practice waste sites, application of innovative remediation technologies, and decontamination and decommissioning activities. The Contractor shall furnish all necessary personnel, materials, supplies, services (except as may be expressly set forth in this contract as furnished by the Government), reports in accordance with the Reporting Requirements Checklist located in Section F, or as directed by DOE, and otherwise do all things necessary for, or incidental to, the performance of the items of work specified in Section C.

**B-2 ESTIMATED COST**

(See Section L, paragraph L-28, for instructions on preparing cost proposal.)

- a. Estimated cost for the phase-in period (March 1, 1993 - June 30, 1993): (Offeror to Propose)
- b. Estimated cost for the contract base period (July 1, 1993 - June 30, 1998): (Offeror to Propose)
- c. Estimated cost for the three-year option period (July 1, 1998 - June 30, 2001) (Offeror to Propose)
- d. Cumulative (phase-in period, base period, and option period) estimated cost: (Offeror to Propose)

**B-3 OBLIGATION OF FUNDS**

- a. Pursuant to the clause FAR 52.232-22 (see Section I) entitled "Limitation of Funds," total funds in the amount of \$ TBD are obligated herewith and made available for payment of allowable costs and fee to be incurred from the effective date of this contract through the period estimated to end June 30, 1998.
- b. Financial plans; cost and commitment limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans or other directives issued to the Contractor, establish controls on the costs to be incurred and commitments to be made in the performance of the contract work. Such plans and instruction may be amended or supplemented from time to time by DOE. The Contractor hereby agrees to comply with the specific limitations (ceilings) on costs and commitments set forth in such plans and directives to use its best efforts to comply with other requirements of such plans and directives, and to promptly notify DOE in writing, whenever it has reason to believe the authorized financial levels of costs and commitments will be exceeded or substantially underrun.

**B-4 OPTION TO EXTEND THE TERM OF THE CONTRACT**

This contract shall be renewable, at the unilateral option of the Government, in accordance with FAR 52.217-9 as set forth in Section I. All terms and conditions stated herein shall remain in effect during the renewed contract period. Further, the Contractor agrees that the performance under said extension shall be accomplished within the estimated cost as set forth in B-2c above.

**B-5 FEE**

It is DOE's intention to manage this contract under a cost-plus-award-fee arrangement (CPAF). No fee will be paid during the phase-in period of March 1, 1993 through June 30, 1993.

- a. The fee ceiling for the basic contract is \$ (Offeror to Propose). The fee ceiling for the option period is \$ (Offeror to Propose). The fee ceiling constitutes the total fee pool available for payment of basic and award fee amounts.
- b. The methodology for apportioning the annual fee available into basic and award fee amounts is as follows:

Basic Fee 30 percent of the annual fee available.

Award Fee 70 percent of the annual fee available will be apportioned to completion of milestones and general contract performance. The milestone completion fee will include evaluation of timeliness, cost, quality, and other considerations. The general contract performance fee will include evaluation of environmental, safety and health issues, as well as other issues. Consideration shall be given for circumstances beyond the Contractor's control.

**B-6 PAYMENT OF BASIC FEE AND AWARD FEE**

- a. Basic Fee and Award Fee. It is herewith agreed that a basic fee and an award fee will be determined in accordance with the provisions of this clause. The basic fee and the award fee are available for payment beginning July 1, 1993 through contract completion.
- b. Fee Allocations. Prior to the beginning of each contract year under this contract, the Contracting Officer shall allocate a portion of the total available fee for the period beginning July 1, 1993, through contract completion. This contract shall be modified annually to reflect the amount for the fee allocated for the annual period and its distribution in accordance with the clause entitled "Fee." This allocation of the available fee is at the discretion of the Government and is not subject to the clause in this contract entitled "Disputes."
- c. Determination of Award Fee.
  1. The total award fee available for specific milestone completion and general contract performance will be determined annually at the beginning of each year of the contract starting July 1, 1993.
  2. For this contract, the Government Fee Determination Official (FDO) will be the Manager, RL. The Contractor agrees that the determination as to the amount of earned award fee will be made by the Government FDO and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.
  3. Evaluation will be in accordance with the Award Fee Determination Plan (AFDP) described in subparagraph e., below. The Contractor shall be promptly advised in writing

of the determination and the basis for the determination. While it is recognized that the basis for determination of the fees shall be the evaluation by the Government, in accordance with the AFDP, the FDO may also consider any information available which relates to the Contractor's performance of contract requirements. In the event that the Contractor's performance is considered unacceptable in any area of contract performance which is specified in the AFDP, the FDO may at the FDO's discretion determine the Contractor's overall performance, where appropriate, to be unacceptable and accordingly may withhold the entire award fee for the evaluation period.

4. Contract Performance. At the conclusion of each six-month period the Government shall evaluate the Contractor's performance for a determination of fee earned during the period. Unearned award fee for the performance period may not be carried over.
- d. Available and Earned Basic Fee and Award Fee (July 1, 1993 - contract completion). The total amount of fees available under this contract is assigned to the indicated evaluation period in the following amounts:

For the period starting July 1, 1993, the fee components of basic fee and award fee will be used and are reflected as follows:

July 1, 1993 - December 31, 1993

Basic Fee \$           TBD          

Contract Performance Award Fee:

Total Available Award Fee (Jul-Dec) \$           TBD          

- e. Award Fee Determination Plan (AFDP).
1. The Government shall establish unilaterally, but with input from the Contractor, an AFDP upon which the determination of award fee shall be based. Such Plan shall include the criteria to be considered under each area evaluated, and the percentage of award fee available for each area. A copy of the plan shall be provided to the Contractor thirty (30) calendar days prior to the start of an evaluation period.

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2. The AFDP shall set forth the criteria to be used by the Government to evaluate the Contractor's technical, schedule, management, and/or cost performance.
  3. The AFDP will reflect milestones and/or performance indicators against which the Contractor's performance will be graded by the DOE. Milestones or indicators will reflect specific objectives to be accomplished by the Contractor within the award fee period. Efforts will be made to assure that the objectives, where appropriate, will be quantitatively measurable.
  4. The AFDP may, consistent with the contract statement of work, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor at least thirty (30) calendar days prior to the start of the evaluation period to which the change will apply.
- f. Contractor Self-Assessment. Following each six-month evaluation period, the Contractor shall submit a self-assessment with five (5) calendar days after the end of the period. The self-assessment shall address both the strengths and weaknesses of the Contractor's performance with respect to the AFDP criteria during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their reoccurrence. The FDO will review the Contractor's self-assessment as part of the evaluation of the Contractor's management during the period. An unrealistic self-assessment will result in lower award fee determinations. The Contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the award fee determination.
- g. Schedule for Award Fee Determination. Award fee earned shall become due and payable following the issuance by the FDO of a Determination of Award Fee Earned. The FDO shall issue the final award fee determination in accordance with the schedule set forth in the AFDP. A determination must be made within sixty (60) calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment discussed in paragraph e., above. If the determination for the award fee is delayed beyond that date, the Contractor shall be entitled to interest on the determined award fee amount at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is

referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1, and July 1. The interest on any late award fee determination amount will accrue daily and be compounded in 30-day increments inclusive from the first day after the scheduled determination date through the actual date the determination is issued. That is, interest will be added to the determined amount of award fee and be subject to interest if not paid in the succeeding 30-day period.

**B-7 SPECIAL CONSIDERATIONS - BASIC FEE**

The basic fee includes a 50 percent base fee and 50 percent "at risk fee." No variations from this objective are authorized. The basic fee shall be paid at month end in equal monthly installments. However, in the event the Contractor's general contract performance is judged by the FDO to fall into the performance categories of marginal or unsatisfactory, as those terms are defined in the document entitled "Award Fee Determination Plan," the Contractor shall be required to refund to the Government up to 50 percent of the basic fee paid for that evaluation period at a rate of 5 percent for each performance point below 76, as shown in the Fee Conversion Table contained in the document entitled "Award Fee Determination Plan" for general contract performance. Award fee earned shall become due and payable following the issuance by the FDO of a Determination of Award Fee Earned, in accordance with the clause of this contract entitled "Payment of Basic Fee and Award Fee."

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DESCRIPTION/SPECIFICATION/WORK STATEMENT

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**PART I - SECTION C**

**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C-1 PROGRAM ACTIVITIES**

The Environmental Restoration Management Contractor (ERMC) shall be responsible for planning, managing, executing, and integrating a full range of programs and project activities included in the Environmental Restoration Program at the Hanford Site. The ERMC shall perform or subcontract program activities as identified in this statement of work. (Note conflict of interest restrictions of paragraph H-14.) These program activities include, but are not limited to, characterization and remediation of past practice waste sites, application of innovative remediation technologies, and decontamination and decommissioning activities. A current list of facilities for decontamination and decommissioning is included in Section J, Attachment 2, Appendix 5. A list of additional documents related to the work to be performed under this contract are identified in paragraph L-26, and are available for review in the Hanford Reading Room.

The ERMC shall provide the technical and management staff to plan, procure, manage, and integrate the full range of activities required to accomplish the environmental remediation of the Hanford Site. The ERMC shall be responsible for performing the work consistent with all applicable Federal, State, and local laws, regulations, Department of Energy (DOE) orders, directives and Secretary of Energy Notices (SENs).

The ERMC shall integrate all contractor, subcontractors, and U.S. Army Corps of Engineers (USACE) activities to accomplish all requirements in applicable laws, regulations, the Hanford Federal Facility Agreement (HFFA) and Consent Order herein referred to as the Tri-Party Agreement (TPA), and Environmental Restoration (ER) Program. ER Program milestones included in the TPA, current at time of award, are listed in Section J, Attachment 2, Appendix 6. The quality and timeliness of deliverables shall satisfy all requirements of laws, regulations, the TPA, and any approved TPA changes.

The ERMC shall provide leadership in the application of innovative technologies to remediate Hanford. In particular, the ERMC must be cognizant of work being performed to remediate other DOE sites as well as environmental remediation and decontamination and decommissioning (D&D) technologies being applied in the commercial sector. The ERMC must maintain cognizance of activities within DOE's Research, Development, and Demonstration Technology Evaluation (RDDT&E) Program

and shall be expected to identify opportunities for development and application of those technologies in the ER Program at Hanford.

**C-2 PROGRAM AND MANAGEMENT SUPPORT AND REPORTING ACTIVITIES**

The ERMC shall provide overall management support and required reporting for the ER Program and other activities, including but not limited to:

- a. preparation of required planning documents, including but not limited to, ER Program Budget, Program Plans, Management Plans, Five-Year Plans, etc., required by DOE Orders, SENs, and HQ guidance
- b. project planning and integration of work with other on-site contractors and the USACE
- c. detailed work plan(s) to include definitions of work, resources, and schedules
- d. preparation of reports required by but not limited to TPA, DOE Orders, SENs, DOE-HQ guidance, and RL Manager Notices
- e. management of the Major Systems Acquisition (MSA) Cost, Schedule and Control System for the entire ER Program, including providing a cost estimating and scheduling system for development of appropriate baselines, plans, and reporting, and as required by the Site Management System (SMS)
- f. implementation of a community relations program
- g. development and implementation of management systems
- h. human resources, including training, employee and labor relations, wage and salary and benefits administration, and equal employment opportunity/ affirmative action
- i. budget and finance
- j. procurement and property management
- k. commercial space acquisition and management
- l. quality assurance
- m. legal and patent services
- n. industrial and radiological safety and health programs

- o. records management
- p. maintenance of the Waste Information Data System (WIDS) and Hanford Environmental Information System (HEIS)
- q. self assessment and internal audit activities

Information and management systems (examples provided in Section J, Attachment 2, Appendix 3) such as cost and schedule controls, budget preparation, and electronic information are provided for ERMC guidance. ERMC systems need to interface with existing Hanford systems as approved by the Contracting Officer.

The ERMC shall procure or provide other related technical and management support to DOE necessary and incidental to the work described above as the DOE may direct (e.g., administrative and technical support for program meetings and meetings with regulators).

The ERMC shall provide reports covering a variety of areas such as cost and schedule control, environmental compliance, safety, etc., with specific formats, level of detail, and frequencies of reports, as defined by the Contracting Officer's Representative (COR).

**C-3 REMEDIAL INVESTIGATIONS/FEASIBILITY STUDIES, RCRA FACILITY INVESTIGATION/CORRECTIVE MEASURES STUDIES, AND OTHER RELATED STUDIES**

The ERMC has overall contractual responsibility for accomplishing the remedial investigation/feasibility studies to ensure remediation of waste sites included in the ER Program.

The ERMC shall have the in-house capability and expertise to conduct the majority of remedial investigation and feasibility studies and RCRA facility investigation and corrective measure studies and other related studies to define and quantify the nature and extent of radiological and chemical or other contamination at the Hanford Site and support selection of cost effective remedial alternatives. This work shall culminate in a Record of Decision (ROD) or RCRA corrective action decision and may include, but shall not be limited to:

- a. detailed planning for field investigations including radiological and chemical surveys
- b. coordination of field surveys and field characterization of work designated by DOE as work to be performed by USACE
- c. sample analysis, data validation and management

- d. data analysis and interpretation to determine the nature and extent of contamination
- e. assessment of environmental and health risks
- f. preliminary assessments and site evaluations, including removal site evaluations
- g. identifying, screening, and evaluating alternatives for remedial action and/or corrective measures
- h. conducting detailed analyses of alternatives
- i. proposing interim or final response actions for approval for each remedial site or operable unit along with reasonable alternative remedial actions for each identified site
- j. preparing action memoranda or engineering evaluations/cost analyses
- k. preparing safety analyses and appropriate safety documentation pursuant to DOE Orders and directives

The ERMCM shall be responsible for drilling activities required for characterization of vadose zone and groundwater for each assigned remedial site or operable unit. ERMCM shall have obtained laboratory services which operate to a quality assurance program in strict accordance with the protocols specified in the TPA and U.S. EPA Contract Laboratory Program (CLP). ERMCM shall manage those samples and analyses which are sent to offsite labs. ERMCM shall submit samples to WHC Office of Sample Management if onsite WHC or PNL laboratories are used. Onsite labs will generally be used for radioactive or mixed waste samples with radiation levels exceeding 10.0 mrem/hr.

The ERMCM shall prepare proposed plans, RODs, permit modifications, and other decision documents to support selection of cost-effective remedial alternatives for the Hanford Site. Decision documents summarizing the site specific conditions and study findings substantiating the selected response actions or corrective measures shall be required.

The ERMCM shall support DOE as appropriate for treatment, storage, disposal site selection and related studies to support the ER Program.

**C-4 REMEDIATION**

**C-4.1 REMEDIAL DESIGN AND OTHER SERVICES**

The ERMC has overall contractual responsibility for accomplishing Remedial Design (RD) and other design services to ensure remediation of waste sites included in the ER program. The ERMC shall accomplish RD and other design services for the Hanford Site through subcontractors. The services to be provided include, but are not limited to:

- a. Design Criteria Development
- b. Title I, Preliminary Design
- c. Title II, Detailed Design
- d. Title III Engineering and Construction Inspection Services
- e. As-built drawings, as required
- f. Treatability studies required for RD
- g. Technical services to evaluate RI/FS treatability studies
- h. Technical services to evaluate technology development activities

**C-4.2 REMEDIAL ACTIONS, CORRECTIVE MEASURES, OTHER RESPONSE MEASURES, AND OTHER CONSTRUCTION ACTIVITIES**

The ERMC has overall contractual responsibility for accomplishing remedial and other response actions required for the ER Program. The ERMC shall implement, through subcontractors, selected response actions, including expedited response actions, removal actions, remedial actions, closures, corrective measures, packaging of ERMC generated hazardous mixed and radioactive waste, and transportation for on-site disposal of ERMC generated hazardous mixed or radioactive waste, and as directed by DOE, construction of treatment and/or disposal facilities for the ER Program.

In addition, services to be provided by the ERMC shall include but are not limited to:

- a. integration of remediation with other site contractors' activities
- b. procurement and management of service subcontractors

- c. procurement and management of construction subcontractors for construction work

#### **C-5 TECHNICAL/NEPA SUPPORT**

The ERMC shall integrate those elements of DOE's environmental technology development program, as directed by the Contracting Officer, into its environmental restoration activities and other programs, projects, and activities as described in this Statement of Work. Upon approval by, or at the direction of, the Contracting Officer, the ERMC shall provide or procure and manage designated environmental technology demonstrations, education and training, and community outreach.

The ERMC shall provide technical interface and support including priority systems development and other long-range technical program planning and development efforts.

The ERMC shall prepare draft materials for environmental assessments (EA), environmental impact statements (EIS), or other National Environmental Policy Act (NEPA) documents, as required, including but not limited to the following:

- a. literature surveys and technology reviews to assist in assessing the scope and complexity of the problems
- b. identification and detailed evaluation of the potential impacts of the proposed actions under study with regard to human health and the environment
- c. preparation of draft materials for EA's in accordance with applicable DOE regulations and orders
- d. preparation of draft materials such as findings of no significant impact (FONSI's) or categorical exclusions in accordance with applicable DOE regulations and orders
- e. preparation of draft materials for EIS's in accordance with applicable regulations and orders
- f. preparation of draft materials for Records of Decision in accordance with applicable regulations and orders
- g. provision of support for the public scoping process and for conducting public meetings/hearings

When appropriate, the NEPA material shall be prepared so it can be integrated with Comprehensive Environmental Response Compensation and

Liability Act (CERCLA) or other decision documents. Any ERMC subcontractors involved in preparing an EIS must remain independent from performance of activities evaluated in the EIS in accordance with Council of Environmental Quality (CEQ) requirements.

**C-6 RADIATION AREA REMEDIAL ACTION (RARA) AND UNDERGROUND STORAGE TANK PROGRAM**

The ERMC shall provide for surveillance and maintenance and interim decontamination and stabilization of radioactive contaminated surface soil at inactive sites to prevent the spread of surface contamination before final restoration efforts. This includes application of selective herbicides to control growth of vegetation in contaminated areas.

The ERMC shall manage and implement the underground storage tank removal program. This program includes the removal and remediation of nonradioactive underground storage tanks.

**C-7 SINGLE SHELL TANK OPERABLE UNIT CLOSURES**

The ERMC shall conduct the RCRA Facility Investigation/Corrective Measure Studies and other related studies to define and quantify the nature and extent of radiological and chemical contamination to the soils within the operable units external to the single shell tanks. This work will include those activities which culminate in a RCRA closure plan and as outlined in paragraph C-3, REMEDIAL INVESTIGATIONS/FEASIBILITY STUDIES, RCRA FACILITY INVESTIGATION/CORRECTIVE MEASURES STUDIES, AND OTHER RELATED STUDIES.

The ERMC shall not be responsible for characterization or retrieval of single shell tank wastes, but shall be assigned responsibility for final tank RCRA closures once tank contents have been removed or a determination has been made to leave the waste in place.

**C-8 RCRA CLOSURES**

The ERMC shall provide the management, planning, scheduling, regulatory compliance, records management, and quality assurance efforts and the engineering, field work analysis, documentation, and remediation activities to achieve RCRA closure of inactive treatment, storage, and disposal facilities. This includes preparation of closure plans for characterization and closure of TSD facilities. A current list, as of date of award, is included in Section J, Attachment 2, Appendix 7. The ERMC shall be required to sign any necessary RCRA or state dangerous

waste permit applications for these facilities and report appropriate responsibilities in accordance with DOE policy on signatures of RCRA permit applications as set forth in Secretary of Energy Notice SEN-22-90.

**C-9 DECONTAMINATION AND DECOMMISSIONING (D&D) PROGRAMS**

The ERMC shall provide the overall management of Defense D&D projects. The ERMC shall prepare proposed plans, budgets, and schedules to support selection and implementation of D&D projects. In addition, services to be provided include integration of D&D activities with other environmental restoration remediation activities.

The ERMC shall manage and conduct surveillance and maintenance activities for Hanford Surplus Facilities funded from the ER Program budget and included in the listing of facilities, Section J, Attachment 2, Appendix 5.

The ERMC shall conduct, through subcontractors, the activities necessary to complete the D&D of assigned projects.

**C-10 QUALITY ASSURANCE SUPPORT**

The ERMC shall provide overall ER Program quality assurance support including program development, planning, and implementation efforts to assure product quality. The ERMC shall have a quality assurance program consistent with DOE/RL-90-28, Environmental Restoration Remedial Action Quality Assurance Requirements Document, covering each of the elements of the environmental activities commensurate with its nature and complexity. The quality assurance program shall include, but not be limited to the following:

- a. organizational responsibility
- b. program design
- c. procedures
- d. field quality control
- e. laboratory quality control
- f. human factors
- g. recordkeeping

- h. chain-of-custody procedures
- i. audits
- j. performance reporting
- k. independent data verification

#### **C-11 FACILITIES, EQUIPMENT, AND SYSTEMS**

The ERMC shall provide planning, management, and procurement actions, and through subcontractors, construct and repair non-laboratory facilities, equipment, and systems required for the successful execution of the ER Program.

#### **C-12 LABORATORY UPGRADES**

The ERMC shall provide the planning and management oversight for laboratory upgrade activities (e.g., facility, system, and equipment upgrades) to be performed by WHC or PNL. Examples of laboratory upgrades includes procurement of "state of the art" automated analytical equipment and instrumentation and major renovations and modernization of ongoing laboratory facilities located on the Hanford Site.

#### **C-13 ERMC INTERFACES**

The ERMC shall be expected to fully support DOE in its interactions with the regulatory agencies, other Hanford contractors, and the U.S. Army Corps of Engineers in fulfilling its contract requirements. The major interfaces include the following:

Other Current Hanford Contractors. The Hanford Site has four on-site prime contractors. Major interfaces required in fulfilling program requirements are described below and in Section J, Attachment 2, Appendix 2.

- a. Westinghouse Hanford Company (WHC) which provides operations and engineering -

WHC provides support which is required for the operation of the physical site, to include the fire department, security patrol, ambulance, bus, roads, railways, electrical, mail, telephone, and water that are routinely utilized by all employees, regardless of the nature of their work. In addition, such services as audio-visual, photography, excavation permits, excess property, general

stores' operations, laundry operations, printing, vending operations, filter testing, microfilm operations, standards calibration, maintenance and repair of vehicles and equipment may be obtained through WHC by workorder. WHC will provide for waste disposal until such time as DOE directs otherwise. Those services which are mandatory services to be provided by WHC are identified in Section J, Attachment 2, Appendix 3.

The ERMC shall prepare appropriate Five-Year Plan activity data sheets and site specific plan information and provide them to WHC who will prepare the Five-Year Plan.

- b. Kaiser Engineers Hanford Company (KEH) which provides design and engineering services, force account construction, construction management and construction related services, such as maintenance and repair of construction equipment and facilities.

The services of KEH may be available for architect-engineering and construction/construction management support when approved by RL. The ERMC, at its option, may receive drilling support from KEH.

- c. Battelle Pacific Northwest Laboratory (PNL) which provides research and development -

The ERMC shall obtain research and development support from PNL unless otherwise approved by the Contracting Officer. The ERMC shall assure demonstrations necessary to support the ongoing environmental restoration functions are performed by subcontractors.

The ERMC may utilize PNL to conduct non-intrusive characterization activities as well as analytical services.

- d. Hanford Environmental Health Foundation (HEHF) which provides medical and health services -

The ERMC shall receive medical and health services support from HEHF. This includes health physicals and maintenance of health baseline records. HEHF laboratories are also used to support the Environmental Restoration Program for specific analyses.

Mutual support among these contractors is essential to realize the full potential of the Hanford resources.

Interface with U.S. Department of Energy. The ERMC shall have direct interface with the U.S. Department of Energy, Richland Field Office (RL), on all ER Program elements it manages. This includes day-to-day contacts as well as periodic program status reviews. DOE has contracted

with Advanced Sciences Inc. (ASI) to prepare the Hanford Remedial Action EIS (HRA EIS). ERMC shall have direct interface with ASI and shall provide EIS supporting documentation and land use planning information required in preparation of the HRA EIS.

Interface with Regulators. Final decisions as to the acceptability of any proposed remediation effort are made by the appropriate regulatory body rather than the ERMC or DOE. Therefore, it shall be necessary for the ERMC to work closely with or through DOE for coordination with the regulatory groups which make such determinations. Conversations with regulators on purely routine matters may be held directly with the regulators.

ERMC shall be responsible for TPA milestones related to CERCLA and RCRA past practice activities and RCRA TSD closures covered in paragraph C-8. DOE has lead responsibility for coordinating all TPA activities. ERMC shall assign a Project Manager for single point of contact for interfacing with DOE, EPA, and Ecology TPA Project Managers and WHC TPA Integration (TPAI) Manager. ERMC shall provide TPA milestone status to TPAI for reporting and tracking.

Interface with U.S. Army Corps of Engineers (USACE). The USACE provides support to the Hanford Site ER Program through its Walla Walla District office. The scope of work is defined within an interagency agreement and includes the following:

- a. engineering services including cost estimating, value engineering, and technical support
- b. provides field characterization support services including non-intrusive and intrusive characterization surveys, and groundwater and vadose zone well drilling
- c. topographic mapping and geodetic surveys of monitoring wells and inactive waste sites for placement in the Washington State Plane Coordinate System
- d. assessment and remediation for 1100-EM-1 CERCLA past practice operable unit
- e. management of remedial design and remedial action as assigned by RL

The USACE shall receive overall program direction, budget approval, funding allocations, and work authorization from RL through the ERMC by issuance of task orders. Day-to-day interface, administration, and integration of individual task orders shall be performed by the ERMC for RL. USACE shall provide cost and schedule status reports to the ERMC

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for centralizing the overall ER program management and preparing Site Management System documentation.

See 0



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Section D

**PART I - SECTION D**  
**PACKAGING AND MARKING**

RESERVED



See E



**PART I - SECTION E  
INSPECTION AND ACCEPTANCE**

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**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE

Inspection and acceptance will be made by the Contracting Officer or designated representative for all work performed under this contract.

See F



**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**  
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**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F-1 PERIOD OF PERFORMANCE**

The period of performance for the basic contract shall commence in July 1993 and continue for five years. A four-month transition will begin in March 1993. The Government may, on a unilateral basis, and at its sole option, extend the contract for three additional years. All terms and conditions will remain in effect throughout the option periods as exercised.

**F-2 PRINCIPAL PLACE OF PERFORMANCE AND DELIVERY**

The principal place of performance of this contract shall be at the Hanford Site, Richland, Washington. All deliverable items shall be delivered to the Contracting Officer or designee unless otherwise specified.

**F-3 UNIFORM REPORTING SYSTEM**

Contractor shall prepare and submit the plans and reports indicated on the Reporting Requirements Checklist (Attachment 1), or amendments to this checklist, which the Contracting Officer determines are necessary, to the addresses to be provided by the Contracting Officer. The Contractor shall prepare the specified plans and reports in accordance with the formats and structure set forth in DOE 1332.1A. The level of detail the Contractor must provide in any required plans and reports shall be commensurate with the scope and complexity of the task and the reporting categories specified in the checklist. The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted by the subcontractor to the Contractor is compatible with the data elements that the Contractor is responsible for submitting to DOE. Plans and reports submitted in compliance with this clause are in addition to any other reporting requirements of this contract.

OE F1332.1  
1-84)

U.S. DEPARTMENT OF ENERGY  
REPORTING REQUIREMENTS CHECKLIST

FORM APPROVED  
OMB NO. 1900-1401

PROGRAM/PROJECT TITLE <b>Environmental Restoration Management Contract</b>	2. IDENTIFICATION NUMBER <b>DE-RP06-92RL12367</b>
---	--

3. PARTICIPANT NAME AND ADDRESS

4. PLANNING AND REPORTING REQUIREMENTS	Frequency		Frequency
<b>A. General Management</b>			
<input checked="" type="checkbox"/> Management Plan	X,Y		
<input type="checkbox"/> Status Report			
<input type="checkbox"/> Summary Report			
<input checked="" type="checkbox"/> SMS Status Report	M		
<b>B. Schedule/Labor/Cost</b>			
<input checked="" type="checkbox"/> Milestone Schedule/Plan	Y		
<input checked="" type="checkbox"/> Labor Plan - Staffing Profile	M,X		
<input type="checkbox"/> Facilities Capital Cost of Money Factors Computation			
<input type="checkbox"/> Contract Facilities Capital and Cost of Money			
<input checked="" type="checkbox"/> Cost Plan	M,A		
<input checked="" type="checkbox"/> Milestone Schedule/Status	M		
<input checked="" type="checkbox"/> Labor Management Report	M		
<input checked="" type="checkbox"/> Cost Management Report	M		
<b>C. Exception Reports</b>			
<input type="checkbox"/> Conference Record			
<input type="checkbox"/> Hot Line Report			
<b>D. Performance Measurement</b>			
<input checked="" type="checkbox"/> Management Control System Description	X		
<input checked="" type="checkbox"/> WBS Dictionary	X,Y		
<input checked="" type="checkbox"/> Index	X,Y		
<input checked="" type="checkbox"/> Element Definition	X,Y		
<input checked="" type="checkbox"/> Cost Performance Reports	M		
<input checked="" type="checkbox"/> Format 1 - WBS	M		
<input type="checkbox"/> Format 2 - Function			
<input checked="" type="checkbox"/> Format 3 - Baseline	M		
<b>E. Financial Incentives</b>			
<input type="checkbox"/> Statement of Income and Expense			
<input type="checkbox"/> Balance Sheet			
<input type="checkbox"/> Cash Flow Statement			
<input type="checkbox"/> Statement of Changes in Financial Position			
<input type="checkbox"/> Loan Drawdown Report			
<input checked="" type="checkbox"/> Operating Budget - Change and Trend	M		
<input type="checkbox"/> Supplementary Information - Contingency/ Mgmt/Reserve Status	M		
<b>F. Technical</b>			
<input type="checkbox"/> Notice of Energy RD&D Project (Required with any of the following)			
<input type="checkbox"/> Technical Progress Report			
<input type="checkbox"/> Draft for Review			
<input type="checkbox"/> Final for Approval			
<input type="checkbox"/> Topical Report			
<input type="checkbox"/> Final Technical Report			
<input type="checkbox"/> Draft for Review			
<input type="checkbox"/> Final for Approval			
<input type="checkbox"/> Software			
<input type="checkbox"/> Other (Specify) _____			

**5. FREQUENCY CODES**

A - As Required	M - Monthly	S - Semi-Annually
C - Change to Contractual Agreement	O - Once After Award	X - With Proposal/Bid/Application or with Significant Changes
F - Final (end of effort)	Q - Quarterly	Y - Yearly or Upon Renewal of Contractual Agreement

**6. SPECIAL INSTRUCTIONS (ATTACHMENTS)**

<input type="checkbox"/> Report Distribution List/Addressees	<input type="checkbox"/> Analysis Thresholds
<input type="checkbox"/> Reporting Elements	<input type="checkbox"/> Work Breakdown Structure
<input checked="" type="checkbox"/> Due Dates	<input checked="" type="checkbox"/> Other (See Attached List)

7. PREPARED BY (SIGNATURE AND DATE)	8. REVIEWED BY (SIGNATURE AND DATE)
-------------------------------------	-------------------------------------

## REPORTING REQUIREMENTS CHECKLIST

### PURPOSE

The checklist identifies and communicates additional reporting requirements which are not otherwise set forth in DOE contractual agreement. It will be included as part of the contractual agreements. The checklist will be completed for each contract or financial incentives agreement. If necessary, special instructions may be appended to modify the checklist to adapt it to specific situations.

### INSTRUCTIONS

- Item 1. Enter the title of the project as indicated in the procurement request, contract, interagency agreement, initiating memorandum, or official award, as appropriate.
- Item 2. Enter the identification number of the procurement request, contract award, or financial incentives agreement, as appropriate.
- Item 3. Enter the name and address of the participant.
- Item 4. Check spaces to indicate plans and reports selected. For each reporting requirement selected, indicate the frequency of delivery using one of the frequency codes from Item 5. The addressees to whom reports will be sent and the total number of copies required will be referenced in an attached coded distribution list.

Note: Frequency codes represent specific reporting frequencies for each selected report. The frequencies are recommended in the solicitation and negotiated prior to award. The number of copies required and the addressees are similarly finalized prior to award.

- Item 5. This item lists the possible frequency codes to be applied in the selection of reporting requirements.
- Item 6. Attach special instructions as necessary. Check the appropriate box(es).
- Item 7. Signature of person preparing checklist and the date prepared.
- Item 8. Signature of person reviewing the checklist and date reviewed.

### OTHER REQUIRED REPORTS

The following are the reports required of the Contractor. This list is not complete and is subject to change at the discretion of the Contracting Officer's Representative (COR). The distribution list will be determined by the COR. Also, the contract and format requirements will be determined by the COR.

<u>Report Name</u>	<u>Frequency</u>
Site Management System (SMS)	
Program/Project Status Report	Monthly
TPA Milestone Status Report	Monthly
Project Managers Progress Report	Monthly
Cost Performance Report-DOE Order 1332.1A (Formats 1 & 3)	Monthly
ERWM Progress Tracking System (PTS) Report	Monthly
Annual SARA 120 Report Input	Yearly
Monthly Herbicide Report	Monthly
Well Start Cards	As required
Well Completion Reports	As required
Remediation Start Cards	As required
Annual Land Disposal Restrictions (LDR) Status Report (M-26/01/M-26-02)	Annually
Annual LDR Alternative Report (M-25-00)	Annually
Annual Polychlorinated Biphenyl (PCB) Document Log (40 CFR 761.180)	Annually
PCB Annual Report (40 CFR 761.180)	Annually
Biannual RCRA 3016 Report	Biannually
Emergency Planning and Community Right-to- Know Act (EPCRA) 311 - Material Safety Data Sheet	As Required
EPCRA 312 - Tier Two Emergency and Hazardous Chemical Inventory Report	Annually
EPCRA 313 - Toxic Chemical Release Inventory Forms	Annually
Financial Statements - not yet defined	Yearly
CFO Report	Biweekly
Electronic Invoice (See Section H-19)	Monthly
Report of Employment and Labor Turnover	Annually
Report of Contractor Expenditures for Group Insurance and Other Health Benefit Programs (If appropriate)	Annually
Public Voucher (SF 1034)	Monthly

5500 Report (IRS)	Annually
Five-Year Plan	Annually
Fiscal Year Work Plans	Annually
Multi-Year Program Plans	Annually
Disclosure Statement	Annually
Report of Contractor Hours and Earnings	Semi-Annually
Report of Compensation	Semi-Annually
Use of Private Aircraft	Annually
Report of Contractors Expenditures for Supplementary Compensation	Annually
Spills and Releases of Hazardous Substances (DOE 5484.1, RCRA, CERCLA, CAA, CWA, WAC 173-303, TCA, APCA 80-7, WAC 173-360	Immediately for releases in excess of CERCLA reportable quantities
Planned, Continuous and Stable Releases in Excess of Standards (CERCLA)	Annually
Data on Waste Activities, (description, quantity and method) (WAC 173-303)	Annually
Hazardous Constituent Level Change in Groundwater (WAC 173-303)	7 Days after Determina- tion
Written notification on operation of any portable source of regulated air emissions (WAC 246-247)	90 Days prior to startup
Written notification on shutdown or permanent elimination of a source of radioactive air emission (WAC 246-247)	30 Days prior to shut- down or closure
Permit reporting/notification requirements (Part A, Part B, PSD.NPDES)	Specified in Permit
Underground injection well data on Waste Constituents and Volumes (SDWA WAC 173-218)	TBD
Radioactive effluent and onsite discharge data, EG&G, Idaho (DOE 484.1)	Annually
Data on PCBs and PCB-containing items of equipment such as removal dates, quantities and types of equipment, shall be submitted to RL (40 CFR 761)	Annually
Generator Annual Dangerous Work Report (WAC 173-303)	Annually
TSD Facility Annual Dangerous Waste Report (WAC 173-303)	Annually
Information on the waste minimization efforts to reduce the volume and toxicity of generated waste (RCRA and DOE Order 5400.1)	Annually
Annual Effluent and Solid Waste Report (DOE Order 5484.1 and DOE Order 5400.1)	Annually
Annual Environmental Monitoring Report (DOE Order 5400.1)	Annually
Annual Air Emissions Report (40 CFR 61, Subpart H)	Annually

Physical Inventory Report:	
Capital Equipment	Biannually
Sensitive Property	Annually
Stores Inventories	Annually
Loss, Damage, and Destruction of Government Property	Upon occurrence
Property Management Walkthrough Inspection Reports (1)	30 days after inspection
Helium Report (if appropriate)	Annually
Lead Usage Report (if appropriate)	Annually

(1) Walkthroughs are required in all operating/storage facilities.

See G



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CONTRACT ADMINISTRATION DATA  
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**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G-1 REPRESENTATIONS AND CERTIFICATIONS**

The Representations and Certifications dated \_\_\_\_\_, and the Offeror Qualification Criteria certifications dated \_\_\_\_\_, for RFP DE-RP06-92RL12367 are hereby incorporated into this contract.

**G-2 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- a. Accept nonconforming work;
- b. Waive any requirement of this contract; or
- c. Modify any term or condition of this contract.

**G-3 CONTRACTING OFFICER'S REPRESENTATIVE (COR), TECHNICAL MONITOR (TM), TECHNICAL DIRECTION**

- a. Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) and/or the Technical Monitor (TM). The COR will be designated in writing by the Contracting Officer. The TM will also be designated in writing by the Contracting Officer. The designation letters will include the COR's and/or the TM's authority, responsibility, and limitations.

The term "technical direction" is defined to include, without limitation:

1. Directions to the Contractor which redirect the 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.

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2. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  3. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- b. Technical direction must be within the Statement of Work stated in the contract. Neither the COR nor the TM have the authority to issue any technical direction which:
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, base fee and award fee, or the time required for contract performance;
  4. Changes any of the express terms, conditions or specifications of the contract; or
  5. Interferes with the Contractor's right to perform in accordance with the contract.
- c. All technical directions shall be issued in writing.
- d. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR and/or the TM in the manner prescribed by this Article and within his authority under the provision of this Article.

If, in the opinion of the Contractor, any instruction or direction falls within one of the categories defined in paragraphs b.1. through b.5. above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within thirty (30) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

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

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does not constitute a change under the "Changes" clause of the contract;

2. Inform the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
  3. Advise the Contractor within a reasonable time that the Government will issue a written change order.
- e. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the statement of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes" of this contract.



See H.



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**PART I - SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**H-1 USE OF EXISTING WHC SUBCONTRACTORS**

The Operations and Engineering (O&E) contractor is currently obtaining subcontract assistance in performing certain activities which will be assigned to the ERMC. This assistance is provided under subcontracts, I.E., MLW-SVV-037106 (Ebasco), MLW-SVV-073750 (SAIC), and MLW-SVV-073751 (IT). To the extent the Management and Operating contractor indicates the services of the subcontractor in this activity are available, the ERMC may workorder the services of those subcontractors from the Management and Operating contractor. The engineering services provided by these subcontractors are non-mandatory. (See paragraph H-9)

**H-2 GOVERNMENT-FURNISHED PROPERTY/SERVICES**

Site services indicated as mandatory in the Site Services Handbook (see Section J, Attachment 2, Appendix 3) are to be considered as Government-furnished. During transition, Government-furnished field equipment will be identified. These Government-furnished property/ services shall be utilized, costed, and reimbursed under the terms of this contract.

**H-3 PUBLIC RELEASE OF INFORMATION**

It is the policy of DOE that Contractors share in the responsibility for timely and appropriate public reporting of unclassified DOE-related activities in order to enhance the public understanding of environmental restoration activities.

Contractors are expected to submit to the Contracting Officer for advance review and approval all such oral, written and audio/visual information material proposed for public issuance.

**H-4 DEPARTMENT OF ENERGY ORDERS**

The Contractor shall comply with all applicable DOE Orders as directed by the Contracting Officer.

H-5 OWNERSHIP AND DISPOSITION OF RECORDS

- a. Government Records. Except as otherwise directed by DOE or as otherwise specified in the contract or in its data rights clause or as agreed upon by DOE and the Contractor, all data or information generated under this contract paid for by the Government shall be the property of the Government, and shall be delivered to the Government or otherwise disposed by the Contractor either as DOE may from time-to-time direct during the progress of the work, or in any event as DOE shall direct upon completion or termination of this contract and final audit of all accounts hereunder. The Government shall have the right to use all or any part of said data or information which is the property of the Government for any purpose whatsoever consistent with the requirements of the Privacy Act of 1974.
- b. Disposition of Government Records. The Contractor shall deliver to the Government or dispose of all Government-owned records as directed by the Contracting Officer. Upon expiration or termination of this contract, the Contractor may request the right to make copies of Government owned financial or other business records. The parties may agree on an alternative method to assure continued access by the Contractor to such records. Government approval to copy such records shall not be unreasonably withheld.
- c. Prohibition Against Dissemination of Certain Unclassified Information or Technical Data. Notwithstanding any other authority or provision in this contract regarding protection or withholding of information, the Contractor shall comply with Section 148 of the Atomic Energy Act of 1954, 42 USC 2167 "Prohibition Against Dissemination of Certain Unclassified Information" in accordance with such regulations or orders as the Secretary of Energy has prescribed or may prescribe. No data as defined in the contract's data rights clause (48 CFR 52.227-14 with alternates) first produced under the contract or any subcontract or information made available to the Contractor by the Department of Energy may be disseminated to the public by the Contractor or its subcontractors unless the written approval of the Contracting Officer is obtained.
- d. Contractor-Owned Records. The following records are considered the property of the Contractor and not within the scope of paragraph a.
  1. Personnel and medical records and files (excluding personnel radiation exposure records) maintained on current Contractor individual employees and applicants;
  2. Internal health and safety files;

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3. Employee relations records and files, such as records and files pertaining to:
  - i. Qualifications or suitability for employment of any employee, applicant, or former employee;
  - ii. Employee and union grievances;
  - iii. Arbitration proceedings pursuant to the provisions of any labor contract;
  - iv. Allegations, investigations, and resolution of employee misconduct;
  - v. Employee discipline;
  - vi. Employee charges of discrimination; and
  - vii. Negotiations with any labor organization in connection with any labor contract.
4. Records and files pertaining to wages, salaries and benefits and wage, salary and benefit administration; and
5. Internal legal files.

Upon expiration or termination of this contract, however, if requested by DOE, copies of any such records pertaining to employees that continue in the employ of a successor Contractor at the Hanford site shall be, unless otherwise prohibited by law, delivered to the successor Contractor or to DOE. Any other of such records shall be preserved by the Contractor for a period of three years after settlement of the contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

DOE shall be afforded access to and use of all records, owned by the Contractor; in addition the Contractor shall obtain agreement with such other owners so that DOE is also afforded access to and use of records of the type described above relating to Contractor employees, but owned by others, which have been acquired or generated for the Contractor under this contract. Such DOE right shall be for the purpose of fulfilling DOE's obligation as described in paragraphs (1) through (7) below and shall be reasonably consistent with employee privacy interests and claims of privilege.

1. Equal employment opportunity, compliance with federal labor statutes and security;

2. Occupational illness and injury; safety and health;
  3. Contract approvals where Contractor-owned records are relevant to an approval right of DOE under the contract and the information is not readily available to DOE from another source;
  4. State and/or federal law;
  5. Responding to claims or actions against the Government; and
  6. Complying with the clause of this contract entitled "Special Provisions on Financial Accountability."
  7. Performing DOE appraisals of Contractor performance relating to personnel administration.
- e. The Contractor shall include appropriate provisions in subcontracts to implement this requirement.

**H-6 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT**

- a. The Site Stabilization Agreement for all construction work for the U.S. Department of Energy (DOE) at the Hanford Site, (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this paragraph H-6, consists of a Basic Agreement dated September 10, 1984, plus an Appendix A. The Site Stabilization Agreement can be found in Section J, Attachment 1.
- b. This paragraph H-6 applies to employees performing work, under contracts (or subcontracts thereunder) administered by the Richland Operations Office of the U.S. Department of Energy (DOE-RL) which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- c. Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE-RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- d. Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under

paragraph c above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:

1. Article VII Employment, Section 2 only
2. Article XII Non-Signatory Contractor Requirements
3. Article XIII Hours of Work, Shifts, and Overtime
4. Article XIV Holidays
5. Article XV Wage Scales and Fringe Benefits, Sections 1 and 2 only
6. Article XVII Payment of Wages-Checking In & Out, Section 3 only
7. Article XX General Working Conditions
8. Article XXI Safety and Health

- e. The Contractor agrees to make no contributions in connection with this contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Officer.
- f. The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor regulations in implementation thereof (29 CFR, Parts 1, 5).
- g. The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including its Appendix A, may be modified by the parties thereto from time to time.
- h.
  1. In the event of failure to comply with paragraphs c, d, e, f, and g above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
  2. The rights and remedies of the Government provided in this paragraph H-6 shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- i. The requirements of this paragraph H-6 are in addition to, and shall not relieve the Contractor of, any obligation imposed by other clauses of this Contract, including those entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act -

Overtime Compensation," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding of Funds," and "Contract Termination - Debarment."

- j. The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this paragraph H-6, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs c, d, e, f, and g hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him to interview employees during working hours on the job.
- k. The Contractor agrees to insert the provisions of this paragraph H-6, including this paragraph k, in all subcontracts for the performance of work subject to the Davis-Bacon Act.

**H-7 PAYMENT AND PERFORMANCE BONDS**

The prime contractor will not be required to furnish payment and performance bonds. However, all fixed price construction subcontractors will be required to submit the necessary payment and performance bonds as required by the Miller Act. Specific requirements and penal amounts can be found in FAR 28.102.

**H-8 ADVANCE AGREEMENTS**

The following advance agreements apply to this contract:

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**H-9 REQUISITIONING OF SITE SERVICES**

Pursuant to RL Order 1400.1A, certain services are identified as mandatory (see Section J, Attachment 2, Appendix 3). All site contractors must go to the assigned provider of a service designated as a mandatory site service.

The assigned provider is required to provide the services or to contract out for those services, if necessary. The provider may not turn a customer away, but if the customer requests permission to obtain the service elsewhere, the assigned provider may make a determination on a case by case basis to allow the customer to obtain the service.

The ERMC shall be treated just like any other on-site contractor when it comes to obtaining mandatory site services, unless the ERMC is exempted from the requirement for specifically identified services (see Section J, Attachment 2, Appendix 3 for exempted services).

Requests for non-mandatory site services are subject to the providing contractor's determination of availability. The ERMC should have an account/billing system in place to handle the payment for services as do other site contractors who obtain mandatory or non-mandatory site services from other site contractors.

#### **H-10 DETERMINATION OF APPROPRIATE LABOR STANDARDS**

DOE shall determine the appropriate Labor Standards which shall apply to all work performed under the ERMC contract. With DOE approval, the Contractor shall provide such information in the form and timeframe required by DOE, as may be necessary for DOE to make such labor standards determinations. The Contractor will then be responsible for ensuring that the appropriate labor standards provisions are included in subcontracts.

#### **H-11 HEALTH PHYSICIST TECHNICIANS (HPTs) AND CRAFT SERVICE PERSONNEL**

ERMC will be allowed to furnish their own HPTs, providing they meet the site training and certification requirements. The ERMC will be allowed to self-monitor if properly trained. DOE Order 5480.11 contains specific requirements for the HPT (also referred to as radiation protection technicians) training program. The applicable portion of the Order is included in Section J, Attachment 3. Also included in this Attachment is the HPT Training Program and Health Physics Administrative Guide prepared by WHC and currently in use. The WHC documents have been included for informational purposes. The ERMC is responsible for implementation of a comparable training program to comply with the requirements in the Order.

In addition, the ERMC will be allowed to employ those craft and service personnel required for surveillance and maintenance of Hanford Surplus Facilities funded from the ER Program budget and managed by the ERMC.

**H-12 ORGANIZATIONAL CONFLICT OF INTEREST - ERM AND SUBCONTRACTORS**

The ERM will not be permitted to subcontract or transfer any portion of the work to its subsidiaries, affiliates or otherwise related companies through common ownership or control, without the Contracting Officer's approval.

The ERM and its subcontractors shall exert best efforts to acquire for the Government on the best terms available but shall be allowed (but shall not be obligated) to furnish items of such materials, supplies, equipment, and facilities of its own manufacture (or of the manufacture of its subsidiary corporations), provided it obtains the Contracting Officer's concurrence in advance.

The ERM, including its subsidiaries, affiliates or otherwise related companies, shall not propose upon DOE contracts or subcontracts for facilities or activities related to environmental restoration on the Hanford Site where the ERM has been involved in development of plans or requirements for such facilities or activities or would be involved in management or oversight of such facilities or activities under this ERM contract.

**H-13 ADVANCE UNDERSTANDING ON PERSONNEL POLICIES AND PROCEDURES**

The Department of Energy (DOE) intends to reach advance understandings with the successful offeror on certain personnel costs and related expenses. These costs are those associated with personnel policies and procedures which the offeror intends to apply to work under the ERM contract. Advance review by DOE and written approval by the Contracting Officer of such personnel policies and procedures will be required. Any exceptions noted in the Contracting Officer's written approval will govern the Contractor's application of the personnel policies and procedures under the ERM contract. Any deviation from the personnel policies and procedures so approved must have DOE approval before costs occasioned thereby will be considered allowable (either direct or indirect) under the subject contract. In addition, DOE approval will be required in each instance where the ERM proposes to pay an employee \$80,000 or more, in total annual compensation exclusive of bonus or incentive compensation pay which will not be an allowable cost under the ERM contract.

**H-14 PREEXISTING CONDITIONS**

The Government shall indemnify, protect, and hold the Contractor harmless from and against any and all civil liabilities, obligations, losses, damages, penalties, claims (including, without limitation claims involving strict or absolute liability), actions, suits, costs,

expenses, and disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever which may be incurred by, imposed on, or asserted against Contractor in any way relating to or arising out of any act or failure to act on the part of any person, and relating to any part of the facility at the sites managed under this contract or any areas adjacent thereto which act or failure to act occurred before the Contractor assumed responsibility for sites managed under this contract on July 1, 1993. New conditions created or caused in whole or in part by the Contractor and coming into being after June 30, 1993, are not considered "Pre-existing conditions". To the extent the acts or omissions of the Contractor acting after July 1, 1993, cause any fine or add to the amount of any fine or penalty that resulted from pre-existing condition(s) (i.e., one in existence prior to July 1, 1993), the Contractor will be responsible in accordance with the terms and conditions of this contract. The provisions of this clause are subject to the availability of funds appropriated by Congress. The Government shall use its best efforts to obtain such funds should such funds not be otherwise available.

#### **H-15 SPECIAL PROVISION ON FINANCIAL ACCOUNTABILITY**

- a. This provision governs the contractor's financial accountability for fines and penalties, losses (e.g., third party claims), government property and certain legal defense costs and unallowable environmental costs (Section I, clause entitled "Allowable Cost and Payment"). This provision defines categories of unallowable cost, avoidable costs and sets a ceiling on certain liabilities.
- b. This provision shall not apply to (1) any contracts with or through the Small Business Administration and (2) any nonprofit contractor or subcontractor which receives no fee and is considered nonprofit under the laws of the jurisdiction in which it is incorporated. A subsidiary may be considered a nonprofit contractor or subcontractor under this provision if all entities above it in the corporate structure are considered nonprofit under the laws of the incorporating jurisdiction. A Contracting Officer may also treat as nonprofit a contractor whose particular corporate organization or circumstances, in the judgement of the Contracting Officer, warrants such considerations. If such costs are otherwise allowable under this contract, then the costs resulting from the actions or inactions of the above contractors or subcontractors which would otherwise be determined to be Avoidable Costs are allowable costs to the Contractor.
- c. Except as specifically provided below, the costs incurred in legal and other proceedings, including fines and penalties (and associated interest) resulting from such proceedings, are governed by FAR 31.205-47 and FAR 31.205-15, respectively.

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- d. Items of unallowable costs. The following items of costs are unallowable under this contract to the extent provided below.
1. Losses (including litigation expenses, Counsel fees, and settlements) on, or arising from the sale, exchange, or abandonment of capital assets, including investments; losses on other contracts, including the Contractor's contributed portion under cost-sharing contracts; losses in connection with price reductions to and discount purchases by employees and other from any source; and losses where such losses or expenses:
    - i. Are compensated for by insurance or otherwise or which would have been compensated by insurance required by law or by written direction of the Contracting Officer but which the Contractor failed to procure or maintain through its own fault or negligence;
    - ii. Result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, corporate officers, or a supervising representative of the Contractor;
    - iii. Represent liabilities to third persons for which the Contractor has expressly accepted responsibility under other terms of this contract; or,
    - iv. Are direct costs which are avoidable that are incurred by the Contractor and/or subcontractor, at any tier or level, without any fault of DOE, exclusively as a result of the negligence or willful misconduct on the part of any of the Contractor's and/or its subcontractor's personnel, at any tier or level, in performing work under the contract.
      - A. Such direct costs may include, for example, additional programmatic expenses for research and development or production activities, and third party claims against the Contractor, but shall not include scrap, waste and other routine damages or losses which occur as part of the cost of doing business and are reasonably anticipated and shall not include consequential damages.
      - B. Costs of litigation incurred by the Contractor or subcontractor in bringing or defending claims relating to these costs are also unallowable.

2. Notwithstanding any other provisions of this contract, the costs of bonds and insurance are unallowable to the extent they are incurred to protect and indemnify the Contractor and/or subcontractor against otherwise unallowable Avoidable Costs, fines and penalties, third party claims, negligently or willfully caused damage to, destruction of or loss of Government property, theft or unauthorized use of Government property, and unallowable environmental costs except and only to the extent that such insurance or bond is required by the specific written direction of the Contracting Officer.
- e. Additional responsibility for risk of loss of Government property. Notwithstanding the limitation of liability described in DEAR 952.245-5, the Contractor and/or subcontractor shall be liable for direct costs and expenses resulting from damage to, destruction of, or loss of Government property as a direct result of Contractor or subcontractor negligence or willful misconduct where the costs which are to be borne by the Contractor and/or subcontractor are those incurred in effecting the repairs to, or replacement of, Government property. These Avoidable Costs do not include scrap, waste and other routine damages or losses which occur as part of the cost of doing business and are reasonably anticipated. Costs which shall not be reimbursable are the result of circumstances: (1) clearly within the Contractor's and/or subcontractor's sole and exclusive control and (2) resulting from acts or omissions of the Contractor and/or subcontractor, concerning which the exercise of reasonable care would have avoided the loss or destruction or damage. In the event that such direct costs and expenses resulting from loss or destruction of or damage to Government property are also in part caused by third parties, other than DOE, such costs and expenses will not be reimbursed by DOE.

The allocation of financial responsibility between the Contractor and such third party should be determined by the parties involved.

In addition, the Contractor shall be liable for direct damage to, destruction of, or loss of, Government property stemming from theft, embezzlement, unauthorized use, or any other ultra vires activity by any Contractor or subcontractor personnel at any level. Under these circumstances the Contractor shall be required to bear the cost of repairing or replacing the damaged, destroyed, or lost government property.

For purposes of this clause, negligence is the failure to exercise that standard of care which a reasonable and prudent person would exercise under the same or similar circumstances in an identical or similar environment.

f. Costs related to legal defense and settlement of claims.

1. **Litigation and Claims.** The Contractor may, with the prior written authorization of the Contracting Officer, and shall upon the request of the Government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with this contract. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer.
2. The Contractor shall give the Contracting Officer immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of this contract, and of any claim against the Contractor the cost and expense of which the Contractor would propose to submit as a claim for allowable costs under the terms of the clause entitled "Allowable Cost and Payment."
3. Except to the extent prohibited by the Major Fraud Act of 1988, 41 U.S.C. 256 and applicable regulations, the Contracting Officer may choose to instruct the Contractor to proceed in good faith with the defense of the claim subject to the direction of the Government. Except as otherwise directed by the Contracting Officer in writing, the Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor may, with the Contracting Officer's approval, settle any such action or claim. The Contractor shall effect, at the Contracting Officer's request, an assignment and subrogation in favor of the Government of all of the Contractor's rights and claims (except those against the Government) arising out of or related to such action or claim against the Contractor, and, if required by the Contracting Officer, shall authorize representatives of the Government to settle or defend any such action or claim and to represent the Contractor in, or to take charge of, any action. If the settlement or defense of an action or claim against the Contractor is undertaken by the Government, the Contractor shall furnish all reasonable assistance in effecting a settlement or asserting a defense. If an adverse judgment is entered against the Contractor in a case where the Contracting Officer has approved and/or directed the defense as provided in this paragraph, the costs of litigation and liability for any resulting claim or damages shall be at the expense of the Government, provided, however, that the Government shall not be liable for such

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expenses to the extent that they would have been compensated for by insurance which was required by law or by the written direction of the Contracting Officer, but which the Contractor failed to secure or maintain through its own fault or negligence.

4. Should the Contracting Officer not choose to approve or direct the defense of the litigation as provided in paragraph (2), the Government has no liability for the costs of litigation except as provided in subparagraphs (5) and (6) below. The Contractor may request that the Contracting Officer assume direction of the litigation at any point when new facts on the matter would so warrant; provided, however, that the Contracting Officer may assume direction of the litigation or direct settlement without a request from the Contractor, at any time during the litigation process when the Contracting Officer determines that it is in the best interest of the Government to do so, in which case the liability for any resulting claims or damages shall be at the expense of the Government.
5. The Contractor must inform the Contracting Officer of any proposed settlement agreement. The notification shall be supported by all information available to the Contractor which is pertinent to the settlement.
  - i. Except to the extent prohibited by the Major Fraud Act of 1988, 41 U.S.C. 256, the Contracting Officer has the option of accepting the settlement reached by the Contractor. If the settlement is accepted, the Contracting Officer and the Contractor shall negotiate the Government's share of the settlement and litigation expenses. Any agreement reached at this point shall be under the authority, and subject to the restrictions, of FAR 33.210.
  - ii. If the Contractor proceeds without, or otherwise does not obtain, Contracting Officer approval of the settlement agreement, the cost of the agreement and all related costs of litigation shall be at the Contractor's own risk and expense.
6.
  - i. If the Contractor has suffered a final judgment, a claim for reimbursement of the costs of litigation or any resulting damages or both may be made to the Contracting Officer. Except to the extent prohibited by the Major Fraud Act of 1988, 41 U.S.C. 256, the Contracting Officer is authorized to negotiate a settlement with the Contractor.

- ii. Reimbursement of costs of litigation and judgments under subparagraph (5)(i) above may be paid by the Government notwithstanding the limitations or prohibitions contained in paragraph (c) above and subparagraph (d)(1)(iv) above, the loss of Government property provision in subparagraph (e) above.
7. Certification of costs. The Contracting Officer may not accept any settlement or otherwise authorize reimbursement of costs and/or damages where the Contractor has not certified, in the form required by the clause of this contract entitled "Disputes," the facts known by the Contractor, at any time the matter is submitted for review, which form the basis upon which the Contractor seeks reimbursement of these costs.
8. Costs of Litigation. "Costs of Litigation" as used herein, includes, but are not limited to, administrative and clerical expenses; the cost of legal services, whether performed by in-house or private counsel; the costs of the services of accountants, consultants, or others retained by the Contractor to assist it; all elements of compensation, related costs, and expenses of employees, officers, and directors; and any similar costs incurred before, during, and after commencement of a judicial or administrative proceeding which bear direct and substantial relationship to the proceedings.
- g. Determining Avoidable Costs.
- 1. i. Avoidable Costs are those costs specified in subparagraph (d)(1)(iv) above, the loss of Government property provision set forth in subparagraph (e) above, costs under subparagraph (f) above and unallowable environmental costs specified in the Section I clause entitled "Allowable Cost and Payment" which are incurred by the Contractor and/or its subcontractors, in carrying out the terms and conditions of the contract when:
    - A. The work is clearly within the sole and exclusive control of the Contractor and/or subcontractor personnel at any tier or level, and
    - B. The increased costs of expenses result from the negligence or willful misconduct of the Contractor and/or subcontractor personnel at any tier or level, and

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C. DOE is not responsible in any way for the act or omission which resulted in the additional costs.

ii. The costs and expenses of litigation, settlements, and related litigation costs (including attorneys fees), fines, penalties, judgments and liabilities resulting from administrative findings, and damage to, or loss of, Government property when carrying out well understood non-experimental work and damage to, or loss of, Government property as the result of theft, embezzlement or other unauthorized use and unallowable environmental costs specified in the Section I clause entitled "Allowable Cost and Payment" use are unallowable to the extent that the acts or omissions resulting in these costs are Avoidable Costs as defined in subparagraph (1)(i) above. Such costs are unallowable except as specifically authorized by the Contracting Officer and within the scope of work in the contract.

2. For purposes of this section, negligence is the failure to exercise that standard of care which a reasonable and prudent person would exercise under the same or similar circumstances in an identical or similar environment.

h. Ceiling on Certain Liabilities.

1. The Contractor's potential financial obligations under the unallowable environmental costs provisions in the Nuclear Safety clause (see Section I) and under the unallowable Avoidable Cost provisions contained in subparagraph (g) above including (1) Noncriminal fines and penalties, (2) losses which are avoidable losses or other third party claims including the cost of defense of such litigation, (3) additional programmatic expenses which are Avoidable Costs, and (4) the costs of Contractor responsibility for lost or damaged Government property shall be limited to the amount of the actual award fee earned and the actual basic fee earned under the contract (or the amount of 6-months of fixed fee in the case of cost-plus-fixed fee contracts) in the evaluation period when the event or events which led to the imposition of the incurrence of costs or liabilities or the imposition of fines and penalties occurred. This limitation or ceiling does not apply to any other categories of unallowable costs, nor shall any other unallowable costs be utilized in the calculation of that ceiling for any evaluation period. In the case of continuing activities of the Contractor which occur over a number of evaluation periods and results in costs or liabilities described above, the potential financial obligations of the Contractor shall

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be limited to the amount of the actual award fee earned and the actual basic fee earned in the single evaluation period when the incident(s) or event(s) giving rise to the Contractor's disallowed cost or expense took place. If it is not possible to relate or reasonably allocate particular activities to individual evaluation periods, the financial obligation of the Contractor shall be limited to the amount of the actual award fee earned and actual basic fee earned in the evaluation period when the amount of such nonreimbursable costs or liabilities were finally determined. If the determination as to which award fee period(s) the incident or activity occurred resulting in the unallowable avoidable costs is made following the expiration of the contract, or the Contractor is otherwise replaced, the actual award fee earned and the actual basic fee earned for the last evaluation period that the contact was in effect shall be utilized after deducting disallowed Avoidable Costs that were previously charged to the Contractor during that period. Avoidable costs incurred by the Contractor will initially be taken from the award fee. If avoidable costs surpass the award fee, the balance will next be deducted from the basic fee.

2. i. The financial obligations of a subcontractor, at any tier or level, under the unallowable Avoidable Cost provisions contained in subparagraph (g) above shall be limited to the cumulative amount of the fee or profit actually earned under the contract, whether cost-plus or fixed-price, during the six-month contractor evaluation period when the event or events which were caused by the subcontractor led to the incurrence of costs or liabilities or the imposition of fines and penalties occurred. This limitation or ceiling does not apply to any other categories of unallowable costs. In the case of continuing activities of the subcontractor which occur over a number of contract evaluation periods and result in costs or liabilities described above, the potential financial obligation of the subcontractor shall be limited to the amount of the fee or profit earned in the single Contractor evaluation period when the incident(s) or event(s) (the negligent act(s)) giving rise to the subcontractor's disallowed cost or expense took place. If it is not possible to relate or reasonably allocate particular activities to individual contractor evaluation periods, the financial obligation of the subcontractor shall be limited to the amount of the actual fee or profit earned, or the percentage of the contract price designated by the Contracting Officer during the

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evaluation period when the amount of such nonreimbursable costs of liabilities were finally determined. If the determination as to which fee evaluation period(s) the incident or activity occurred resulting in the unallowable avoidable costs is made following the expiration of the contract, or the subcontractor is otherwise replaced, the actual fee or profit earned, or the percentage of the contract price designated by the Contracting Officer for the last Contractor evaluation period that the subcontract was in effect shall be utilized after deducting disallowed Avoidable Costs that were previously charged to the subcontractor during that period.

- ii. The Contractor shall cause all subcontractors to be responsible for all costs and liabilities described in this subparagraph (h(2)), up to the amount of the actual fee or profit earned in the pertinent Contractor evaluation period. The Contractor shall cause all subcontractors to agree to provide a reasonable financial guarantee to assure that the subcontractor will have sufficient resources to satisfy all costs and liabilities up to the amount of the actual fee or profit earned based upon the highest amount of profit or fee received by the subcontractor during the last two Contractor evaluation periods. Alternatively, at the election of the subcontractor, at the end of each annual period the contractor may retain a percentage of the fee or profit earned as reasonably determined to be sufficient by the Contractor to protect the interests of the Government. With respect to new subcontracts or subcontracts that have been in effect for less than one year (or two six-month evaluation periods), the guarantee shall be in an amount that the Contractor reasonably determines with the approval of the Contracting Officer to be in the best interest of the Government, but not to exceed the amount of fee or profit available for the upcoming evaluation period. The financial responsibility of the subcontractor and the guarantee of retainage of the subcontractor shall remain in effect for up to one year after the termination or expiration of the subcontract at which time any financial guarantee, including retainage, shall be returned to the subcontractor.
- iii. Where the amount of fee or profit earned by a subcontractor during the Contractor's evaluation period is not sufficient to pay in full all Avoidable Costs incurred during that period, the excess amount

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of these costs will be reimbursed or otherwise treated as allowable costs by DOE, provided, however, that the Contractor shall be responsible for the payment of such Avoidable Costs in excess of the subcontractor's ceiling if such costs and/or damages were caused in whole or in part by the negligence of the Contractor; provided, further, that in any case the Contractor's obligation to pay Avoidable Costs incurred by the negligence of the subcontractor is limited to the extent that (i) The subcontractor's profit for that evaluation period was insufficient to pay the Avoidable Costs in full and (ii) the Contractor's ceiling on Avoidable Costs liabilities specified in this subsection and in subparagraph (1) of this section has not been reached for that evaluation period. The Contractor shall not require a subcontractor, at any tier or level, to provide financial guarantees for the payment of Avoidable Costs beyond the profit or fee earned by the subcontractor in the relevant Contractor's six-month evaluation period.

- iv. The Contractor shall cause appropriate provisions to implement the subcontractor liability ceiling and financial guarantee obligation contained in this subparagraph (h(2)) to be inserted into every subcontract, at any tier or level, entered into with a Contractor or subcontractor executed after TBD, provided, however, that such subcontract shall provide that to the extent that Avoidable Costs incurred by the negligence of the subcontractor are reimbursed by the Government to the Contractor, the Contractor shall reimburse its subcontractor for all such costs to the extent that such subcontractor has already paid, or incurred without reimbursement, such costs; provide further that all such subcontractors shall provide that the financial guarantee provided by subcontractors to the Contractor should remain in effect for not more than one year after termination or expiration of such contract.
3. The Contractor shall be responsible for all costs and liabilities described in subparagraphs (h(1)) and (h(2)) of this section, up to the amount of the actual award fee earned and the actual basic fee earned and contract completion fee allotted in the pertinent evaluation period. The Contractor agrees to provide, in such form an amount as shall be satisfactory to the Contracting Officer, a financial guarantee to assure that the Contractor will have

sufficient resources to satisfy all costs and liabilities up to the amount of the actual award fee earned and the actual basic fee earned and contract completion fee allotted for a period based upon the highest amount of fee received over the last four evaluation periods. Alternatively, at the election of the Contractor, at the end of each evaluation period the Contracting Officer may retain a percentage of the award fee, contract completion fee and basic fee as determined to be sufficient by the Contracting Officer to protect the interests of the Government. With respect to new contracts or contracts that have been in effect for less than two years (or four six-month evaluation periods), the guarantee shall be in an amount that the Contracting Officer determines to be in the best interest of the Government, but not to exceed the amount of award fee and basic fee and contract completion fee available for the upcoming evaluation period. The financial responsibility of the Contractor and the guarantee or retainage shall remain in effect for up to one year after the termination of or expiration of the contract at which time any financial guarantee, including retainage, shall be returned to the Contractor. Any costs or liabilities to third parties beyond the limitations described above would be reimbursed subject to the other provisions of the contract governing cost reimbursement. The Contractor's potential financial risk for proceedings costs under the Major Fraud Act of 1988, 41 U.S.C. 256, or the civil or criminal penalties provisions of the Price-Anderson Amendments Act of 1988, 42 U.S.C. 2273, 2282, will not be limited except as provided in regulations implementing those provisions.

**H-16 AUTHORITY TO PROCEED INTO REMEDIAL ACTION**

The Contractor is not authorized to proceed with the remedial actions selected in Records of Decision without the approval of the Contracting Officer.

**H-17 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT**

The Contractor agrees to conduct an inventory satisfactory to DOE of Government-owned property, including capital equipment and sensitive property, during the first six months following assumption of full responsibility under this contract. The results of this inventory shall be submitted or made available to the Contracting Officer. Upon receipt of the inventory, the Contracting Officer shall notify the Contractor in writing that the provisions of this contract for accountability of Government property become effective. The Contractor agrees to update its inventory on an annual basis.

The Contractor shall maintain and administer a property management system, subject to the approval of the Contracting Officer, of accounting for and control, utilization, maintenance, repair, protection, and preservation of Government property in its possession under the contract. The Contractor's property management system shall be maintained and administered in accordance with sound business practice, and in accordance with Department of Energy Property Management Regulations and such directives or instructions which the Contracting Officer may from time to time prescribe.

**H-18 INTERNAL AUDIT**

The Contractor agrees to conduct an internal audit and examination satisfactory to DOE of the records, operations, expenses, and the transactions with respect to costs claimed to be allowable under this contract annually and at such other times as may be mutually agreed upon. The results of such audit including the working papers, shall be submitted or made available to the Contracting Officer. This clause does not supersede the Government's right to audit.

**H-19 INVOICED AMOUNTS**

In addition to the information required by other sections of this RFP, the Contractor shall provide incurred cost data coded in a DOE defined format via computer or some other form of magnetic media such as a computer tape or floppy disk.

**H-20 KEY PERSONNEL**

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting to other positions or substituting any of the specified individuals, the Contractor shall notify the Contracting Officer at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

NAME

TITLE

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**H-21 DEPARTMENT OF LABOR WAGE DETERMINATION**

In the performance of this contract, the Contractor and/or subcontractors shall comply with the requirements of U.S. Department of Labor Wage Determination Number ( TBD ), dated ( TBD ), if the contract or subcontracts are covered by the Service Contract Act. Prior to the beginning of each contract year, a revised wage determination shall be requested from the Department of Labor and incorporated into this contract by modification. The Contractor and/or subcontractors shall comply with the revised wage determination for Service Contract Act covered employees.

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**PART II - SECTION I**

**CONTRACT CLAUSES**

**I-1 PREPRINTED CONTRACT CLAUSES FOR COST-REIMBURSEMENT SERVICE CONTRACTS (DOE SET 304) (DEC 1991)**

The contract clauses contained in DOE Set 304, Cost-Reimbursement Service contracts, dated Dec 1991 are located in this Section I and except for those indicated as deleted, are hereby incorporated into and made a part of this contract.

**I-2 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (DEVIATION)(SEP 1990)**

- a. The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.
- b. The price or fee reduction referred to in paragraph (a) of this clause shall be --
  1. For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  2. For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
  3. For cost-plus-award-fee contracts --
    - i. (Deviation) The basic fee established in the contract at the time of contract award;

- ii. (Deviation) If no basic fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
4. For fixed-price-incentive contracts, the Government may --
- i. Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - ii. If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
5. For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.
- c. The Government may, at its election, reduce a prime Contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
  - d. In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**I-3 DEAR 952.204-2 SECURITY (OCT 1987)**

- a. **Responsibility.** It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the Contracting Officer, the Contractor will complete a certificate of possession to be furnished to DOE specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the Contracting Officer, the security provisions of the contract will continue to be applicable to the matter retained. Special nuclear material will not be retained after the completion or termination of the contract.
- b. **Regulations.** The Contractor agrees to conform to all security regulations and requirements of DOE.
- c. **Definition of classified information.** The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- d. **Definition of restricted data.** The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- e. **Definition of formerly restricted data.** The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

- f. Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- g. Definition of Special Nuclear Material (SNM). SNM means: (1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- h. Security clearance of personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- i. Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the Contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356).
- j. Subcontracts and purchase orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

**I-4 DEAR 952.204-70 CLASSIFICATION (APR 1984)**

In the performance of the work under this contract, the contractor shall ensure that an Authorized Original Classifier or Derivative Classifier shall assign classifications to all documents, material, and equipment originated or generated under the contract in accordance with classification regulations and guidance furnished to the contractor by the DOE. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents,

material, or equipment shall include a provision to the effect that in the performance of such subcontract or purchase order, the subcontractor or supplier shall ensure that an Authorized Original Classifier or Derivative Classifier shall assign classifications to all such documents, materials, and equipment in accordance with classification regulations and guidance furnished to such subcontractor or supplier by the contractor.

**I-5 DEAR 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1984)**

- a. For purposes of this clause, a foreign interest is defined as any of the following:
  1. A foreign government or foreign government agency;
  2. Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
  3. Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
  4. Any person who is not a U.S. citizen.
- b. Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information, special nuclear material as defined in 10 CFR Part 710, may result.
- c. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" shall mean DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.
- d. The Contractor shall immediately provide the Contracting Officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in DEAR 952.204-73. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

- e. In those cases where a Contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Contracting Officer shall consider proposals made by the Contractor to avoid or mitigate foreign influences.
- f. If the Contracting Officer at any time determines that the Contractor is, or is potentially, subject to FOCI, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.
- g. The Contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information or a significant quantity of special nuclear material. Additionally, the Contractor shall require such subcontractors to submit a completed certification required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer.
- h. Information submitted by the Contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.
- i. The requirements of this clause are in addition to the requirement that a Contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on DOE's rights, including its rights to terminate this contract.
- j. The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the Contracting Officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the Contracting Officer's judgment, the Contractor creates an FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

I-6 FAR 52.208-1 REQUIRED SOURCES FOR JEWEL BEARINGS AND RELATED ITEMS (APR 1984)

- a. This clause applies only if supplies furnished under this contract contain jewel bearings or related items.
- b. "Jewel bearing," as used in this clause, means a piece of synthetic corundum (sapphire or ruby) of any shape, except a phonograph needle, that has one or more polished surfaces to provide supporting surfaces or low-friction contact areas for revolving, oscillating, or sliding parts in an instrument, mechanism, subassembly, or part. A jewel bearing may be unmounted or may be mounted into a ring or bushing. Examples are watch holes-olive, watch hole-straight, pallet stones, roller jewels (jewel pins), endstones (caps), vee (cone) jewels, instrument rings, cups, and double cups.

"Plant," as used in this clause, means the Government-owned, Contractor-operated William Langer Plant, Rolla, North Dakota 58367 (Phone: 701-477-3193).

"Price list," as used in this clause, means the U.S. Government Jewel Bearing Price List, published periodically by the General Services Administration for jewel bearings produced by the Plant.

"Related item," as used in this clause, means a piece of synthetic corundum (sapphire or ruby), other than a jewel bearing, that (1) is made from material produced by the Verneuil flame fusion process, (2) has a geometric shape up to a maximum of 1 inch in any dimension, (3) requires extremely close tolerances and highly polished surfaces identical to those involved in manufacturing jewel bearings, and (4) is either mounted in a retaining or supporting structure or unmounted. Examples are window, nozzle, guide, knife edge, knife edge plate, insulator domed pin, slotted insulator, sphere, ring gauge, spacer, disc, valve seat, rod, vee groove, D-shaped insulator, and notched plate.

- c. All jewel bearings and related items required for the supplies to be furnished under this contract (or an equal quantity of the same type, size, and tolerances) shall be acquired from the following sources: jewel bearings from the Plant, unless the Plant declines or rejects the order; and related items from domestic manufacturers, including the Plant, if the items can be obtained from those sources. Sources other than the foregoing may be used if the foregoing sources decline or reject the order.
  1. Orders may be placed with the Plant for individual contracts, for a combination of contracts, or for stock. If

the order is for an individual contract, the prime contract number shall be placed on it.

2. Orders, and any supplements to orders, for items listed in the price list shall refer to the most recent price list and its date.
3. Requests for quotations for items not listed in the price list should be accompanied by drawings and forwarded to the Plant as soon as possible to ensure prompt quotation or rejection of the order.
- d. At its option, the Plant may decline or reject all or part of a Contractor's or subcontractor's order. If the order is declined or rejected, the Contractor shall notify the contract administration office cognizant of this contract promptly in writing, enclosing a copy of the rejection notice. Unless the declination or rejection has been caused by current excessive and overdue Contractor indebtedness to the Plant as determined by the Plant, the contracting officer shall evaluate the impact and make an equitable adjustment in the contract price, in the delivery schedule, or in both, if one is warranted. This procedure shall also apply to orders for related items rejected by any other domestic manufacturer.
- e. The Contractor agrees to insert this clause, including this paragraph (e), and the prime contract number in every subcontract unless the Contractor has positive knowledge that the subassembly, component, or part being purchased does not contain jewel bearings or related items.

I-7 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST-SPECIAL CLAUSE (NOV 1987)

- a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor (1) is not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

1. Technical consulting and management support services.
  - i. The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any technical consulting or management support services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for technical consulting and management support services.
  - ii. If the Contractor under this contract prepares a complete or essentially complete statement of work or specifications to be used in competitive procurements, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
  - iii. Nothing in this paragraph shall preclude the Contractor from offering or selling its standard commercial items to the Government.
2. Access to and use of information.
  - i. If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the contracting officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the Department based on such information for a period

of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by the Department.

ii. In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

iii. The Contractor shall have, subject to patent, data, and security clauses of this contract, the right to use technical data it first produces under this contract for its private purpose consistent with the Rights in Data provisions of this contract.

c. Disclosure after award.

1. The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, an immediate and full disclosure shall be made in writing to the contracting officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the Government.

2. In the event that the Contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, the Department may terminate the contract for default.

d. Subcontracts.

1. The Contractor shall include this Clause, including this paragraph, in subcontracts of any tier which involve performance or work of the type specified in (b)(1) above or

access to information of the type covered in (b)(2) above. The terms "contract", "Contractor" and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

2. If a subcontract is to be issued for evaluation services or activities, technical consulting or management support services work as defined at DEAR 909.570, the Contractor shall obtain for the Department a disclosure statement or representation, in accordance with DOE regulations in effect at the time, from each intended subcontractor or consultant. The Contractor shall not enter into any subcontract nor engage any consultant unless the Contracting Officer shall have first notified the Contractor that there is little or no likelihood that an organizational conflict of interest exists or that despite the existence of a conflict of interest the award is in the best interest of the Government.
- e. Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.
- f. Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.
- g. Modifications. Prior to a contract modification when the statement of work is modified to add new work, the period of performance is significantly increased, or the parties to the contract are changed, the Department will request and the Contractor is required to submit either an organizational conflict of interest disclosure or representation or an update of the previously submitted disclosure or representation.

**I-8 DEAR 952-212.73 COST AND SCHEDULE CONTROL SYSTEMS (SEP 1991)**

- a. In the performance of this contract, the Contractor shall establish, maintain, and use cost and schedule control systems (management control systems) meeting the criteria set forth in the contract and as described in detail in "Cost and Schedule Control Systems Criteria for Contract Performance Measurement-

Implementation Guide," annexed hereto and hereinafter referred to as the "Guide." Prior to acceptance by the contracting officer and within TBD calendar days after contract award, the Contractor shall be prepared to demonstrate systems operation to the Government to verify that the proposed systems meet the designated criteria. As a part of the review procedures, the Contractor shall furnish the Government a description of the cost and schedule control systems applicable to this contract in such form and detail as indicated by the Guide, or as required by the contracting officer. The Contractor agrees to provide access to all pertinent records, data, and plans as requested by representatives of the Government for the conduct of systems review.

- b. The description of the management control systems accepted by the contracting officer, identified by title and date, shall be referenced in the contract. Such systems shall be maintained and used by the Contractor in the performance of this contract.
- c. Contractor changes to the reviewed systems shall be submitted for review and approval as required by the Contracting Officer. When contracting officer approval is required, the contracting officer shall advise the Contractor of the acceptability of such changes within sixty (60) days after receipt from the Contractor. When systems existing at the time of contract award do not comply with the designated criteria, adjustments necessary to assure compliance will be made at no change in contract price or fee.
- d. The Contractor agrees to provide access to all pertinent records and data requested by the contracting officer, or duly authorized representative, for the purpose of permitting Government surveillance to insure continuing application of the accepted systems to this contract. Deviations from the systems description identified during contract performance shall be corrected as directed by the contracting officer.
- e. The Contractor shall require that each selected subcontractor, as mutually agreed to between the Government and the Contractor and as set forth in the schedule of this contract, meet the criteria for cost and schedule control systems as set forth in subcontract and shall incorporate in all such subcontracts adequate provisions for review and surveillance of subcontractor's systems to be carried out by the prime Contractor, or by the Government when requested by either the prime or subcontractor.

**I-9 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Statement of Work; (b) the schedule; (c) contract clauses and; (d) other documents, exhibits, and attachments. In the event of an inconsistency between or among contract clauses directly dealing with cost allowability issues specific provisions of this contract will take precedence over provisions generally making FAR Part 31 applicable to the Contract.

**I-10 FAR 52.215-39 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (JUL 1991)**

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If the PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(5). The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirements of FAR 15.804-8(f). The resulting adjustment to prior years' PRB costs will be determined and applied in accordance with FAR 31.205-6(o).

**I-11 DEAR 952.216-7 ALLOWABLE COST AND PAYMENT (DEVIATION)(APR 1984) AND ALTERNATES I AND II**

- a. Invoicing. (Deviation) The Government shall make payments to the Contractor within thirty days of receipt of the invoice/voucher, in amounts determined to be allowable by the Contracting Officer in accordance with the clause entitled "Insurance" and Subpart 31 of the Federal Acquisition Regulation (FAR) as supplemented by Subpart 931 of the Department of Energy Acquisition Regulation (DEAR), in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- b. Reimbursing costs. (Deviation)
  1. For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

- i. Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- ii. When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
  - A. Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
  - B. Direct labor;
  - C. Direct travel;
  - D. Other direct in-house costs; and
  - E. Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- iii. The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.
- iv. (Deviation) Environmental Costs.
  - A. Environmental costs are those costs incurred by the Contractor for the primary purpose of preventing pollution; properly handling, transporting, treating, storing, or disposing of wastes or other materials generated by operations or activities under the Contract; complying with federal, state, or local environmental laws and regulations; and correcting past environmental damage caused by the activity or inactivity of this Contractor under this contract.
  - B. Environmental costs that are determined reasonable and allocable under Subpart 31.2 of the FAR and that are generated by current operations or activities under this contract,

except those resulting from violation of law or regulation, are allowable.

- C. Environmental costs incurred under this contract by the Contractor to remedy damage caused by the Contractor's past activities or inactivity, or for which it has been administratively or judicially determined to be liable (including where a settlement or consent decree has been issued) are presumed to be unallowable if DOE was not responsible for such damage. For such costs to be considered allowable, they must be determined reasonable and allocable in accordance with FAR 31 and the Contractor must demonstrate to the Contracting Officer that it:
1. Was performing the contract at the time the conditions requiring clean-up were created and performance of this contract contributed to the creation of the conditions requiring clean-up;
  2. Was conducting its activities or operations prudently at the time the conditions requiring clean-up were created, in accordance with then-accepted standard industry practices for environmental hazard prevention, and in compliance with all then-existing environmental laws, permits, compliance agreements and regulations;
  3. Acted promptly and reasonably to prevent and minimize the damage and costs associated with remedying the damage; and
  4. Demonstrates that it has exhausted or is diligently pursuing all available legal and contributory (e.g., insurance or indemnification) sources to defray the clean-up costs. If the Contractor subsequently obtains funds as a result of legal action or other contributory source, it shall refund or credit the Government in accordance with FAR 31.201-5.
2. Contractor contributions to any pension, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment

purposes; provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

3. Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
  4. Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- c. Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.
- d. Final indirect cost rates.
1. Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
  2. The Contractor shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by the Contracting Officer, submit to the cognizant Contracting Officer responsible for negotiating its final indirect cost rates and, if required by agency procedures, to the cognizant audit activity proposed final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

3. The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agree-upon final annual indirect cost rates, (ii) the basis to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
  4. Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- e. Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--
1. Shall be the anticipated final rates; and
  2. May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- f. Quick-closeout procedures. When the Contractor and Contracting Officer agree, the quick-closeout procedures of Subpart 42.7 of the FAR may be used.
- g. Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.
- h. Final payment.
1. The Contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than one year (or longer, as the Contracting Officer may approve in writing) from the completion date.

Upon approval of that invoice or voucher, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

2. The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--
  - i. An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
  - ii. A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
    - A. Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
    - B. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the Contractor's right of action first accrues; and provided that the costs associated with such claims are not unallowable under the clause entitled "Special Provision Financial Accountability." In addition, the Contractor should provide prompt

notice to the contracting officer of all potential claims under this clause, whether in litigation or not (see also the contract clause entitled "Special Provision on Financial Accountability."

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

**I-12 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

- a. The Government may extend the term of this contract by written notice to the Contractor within the period of performance stated within this contract; provided, that the Government shall give 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 provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight years.

**I-13 DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984)**

- a. Notwithstanding any other provision of the contract, the prior approval of the contracting officer shall be obtained when, in performance of this contract, the contractor acquires or proposes to acquire use of real property by:
  - 1. Purchase, on the Government's behalf or in the contractor's own name, with title eventually vesting in the Government.
  - 2. Lease, and the Government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.
  - 3. Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.

- b. Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the Contracting Officer.
- c. The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

**I-14 FAR 52.220-4 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (APR 1984)**

- a. See the Utilization of Labor Surplus Area Concerns clause of this contract for applicable definitions.
- b. The Contractor agrees to establish and conduct a program to encourage labor surplus area (LSA) concerns to compete for subcontracts within their capabilities when the subcontracts are consistent with the efficient performance of the contract at prices no higher than obtainable elsewhere. The Contractor shall-
  - 1. Designate a liaison officer who will (i) maintain liaison with authorized representatives of the Government on LSA matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause, and (iii) administer the Contractor's labor surplus area subcontracting program;
  - 2. Provide adequate and timely consideration of the potentialities of LSA concerns in all make-or-buy decisions;
  - 3. Ensure that LSA concerns have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of offers, quantities, specifications, and delivery schedules so as to facilitate the participation of LSA concerns;
  - 4. Include the Utilization of Labor Surplus Area Concerns clause in subcontracts that offer substantial LSA subcontracting opportunities; and
  - 5. Maintain records showing (i) the procedures adopted and (ii) the Contractor's performance, to comply with this clause. The records will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations.

- c. The Contractor further agrees to insert in any related subcontract that may exceed \$500,000 and that contains the Utilization of Labor Surplus Area Concerns clause, terms that conform substantially to the language of this clause, including this paragraph (c), and to notify the contracting officer of the names of subcontractors.

**I-15 ENVIRONMENT, SAFETY AND HEALTH (GOVERNMENT-OWNED OR LEASED)**

- a. The Contractor shall ensure that performance of the work under this contract is conducted: (1) in a manner that is protective of the environment and the health and safety of employees and the public, and (2) in compliance with all applicable environmental, safety and health requirements (including applicable permitting and reporting requirements) including federal, state, and local laws and regulations and DOE requirements. If the Contractor fails to comply with such regulations or requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage, except as may be provided for elsewhere. The Contracting Officer or the COR shall notify the Contractor, in writing, of any noncompliance (found by the Contracting Officer or designated representatives) with the provisions of the clause and the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take corrective action and notify the Contracting Officer or COR as appropriate in writing of the action's completion.
- b. The Contractor shall submit, within 30 days after the date of award of this contract, an environmental, safety and health program management and implementation plan to the Contracting Officer for review and approval. The plan shall describe the management systems to be employed to ensure that environmental, safety and health requirements are appropriately considered in all phases of contract activities. The plan shall also include provisions for an internal environmental, safety and health performance evaluation and corrective action system to provide management with a continuing assessment of the adequacy and implementation of the environmental, safety and health programs and assurance that deficiencies are corrected. The results of such evaluations shall be made available to DOE.
- c. The Contractor shall include in all of its subcontracts, involving performance of work at the site, the provisions requiring

subcontractors to comply with the Contractor's environmental, safety and health requirements. However, such provisions in the subcontracts shall not relieve the Contractor of its obligations to assure compliance with the provisions of this clause for all aspects of the work.

- d. The Contractor shall submit for approval to the DOE, through the Contracting Officer, its policies, procedures, and provisions for including appropriate environment, safety and health requirements, including reporting requirements, in subcontracts, with respect to work to be performed on-site at a DOE-owned or -leased facility. These safety and health requirements shall be in accordance with applicable DOE regulations, directives, and other DOE requirements. The subcontract provisions shall provide that no claim shall be made for adjustment in the subcontract amount or the performance schedule, or for damages, by reason of a stop work order issued for failure to comply with safety and health regulations or requirements of DOE. The approved subcontract provisions shall be included in subcontracts as appropriate.
- e. This contract and subcontracts issued hereunder shall be subject to the provisions of the DOE Contractor Employee Protection Program set forth in 10 CFR Part 708.

#### **I-16 ENVIRONMENTAL PROTECTION**

In addition to complying with the requirements set forth in the "Environment, Safety and Health" and "Clean Air and Water" clauses, in the performance of this contract the Contractor--

- a. shall comply, as applicable, with the following:
  - 1. The Atomic Energy Act of 1954, as amended (42 U.S.C. 2011, et seq.);
  - 2. The Department of Energy Organizational Act (42 U.S.C. 7101, et seq.);
  - 3. The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901, et seq.);
  - 4. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601, et seq.);
  - 5. The Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.);

6. The Toxic Substances Act, as amended (15 U.S.C. 2601, et seq.);
7. The Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. 136, et seq.);
8. The Marine Protection, Research, and Sanctuaries Act of 1972, as amended (33 U.S.C. 1401, et seq.);
9. The Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451, et seq.);
10. The Coastal Barrier Resource Act of 1982 (16 U.S.C. 3501, et seq.);
11. The Nuclear Waste Policy Act of 1982, as amended (42 U.S.C. 10101, et seq.);
12. The Low-Level Radioactive Waste Policy Act, as amended (42 U.S.C. 2021, et seq.);
13. The Uranium Mill Tailings Radiation Control Act of 1979, as amended (42 U.S.C. 7901, et seq.);
14. Title 40 of the Code of Federal Regulations, part 61, subpart H (National Emission Standard for Radionuclide Emissions from Department of Energy Facilities), chapter I, subchapter F (Radiation Protection Programs), and parts 247 through 253 (Solid Wastes, Guidelines for procurement of certain products that contain recycled/recovered materials);
15. Code of Federal Regulations, title 10 (Energy), parts involving environmental protection and related requirements for contractors;
16. DOE directives (i.e., Orders and Notices) numbered in the series between 5000.2 and 5000.4 (Unusual Occurrence Reporting), in the series between 5400 and 5500 (Environmental Quality and Impact), and between 5820.1 and 5820.3 (Radioactive Waste Management), and involving requirements for contractors; and
17. Other, Federal and non-Federal, environmental protection laws, codes, ordinances, regulations, and requirements in directives, as identified in writing by the contracting officer. Failure to list a law above, or to identify a requirements having the force and effect of law, shall not be construed as waiving a requirement for the contractor to comply with such law or requirement.

- b. Shall assist the Department of Energy in complying, as applicable, with the following:
1. The National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321, et seq.);
  2. The Endangered Species Act of 1973, as amended (16 U.S.C. 1531, et seq.);
  3. The Fish and Wildlife Coordination Act, as amended (16 U.S.C. 661, et seq.);
  4. The Noise Control Act of 1972, as amended (42 U.S.C. 4901, et seq.);
  5. The National Historic Preservation Act of 1968, as amended (16 U.S.C. 470, et seq.);
  6. The Wild and Scenic Rivers Act, as amended (16 U.S.C. 1273, et seq.);
  7. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201, et seq.);
  8. Executive Order 11988, of May 24, 1977, Protection of Wetlands;
  9. Executive Order 11990, of May 24, 1977, Protection of Wetlands;
  10. Executive Order 12088 of October 13, 1978, Federal Compliance with Pollution Control Standards;
  11. Executive Order 12580 of January 23, 1987, Superfund Implementation;
  12. Office of Management and Budget (OMB) Circular No. A-106 of December 31, 1974, Reporting Requirements in Connection with the Prevention, Control, and Abatement of Environmental Pollution of Existing Federal Facilities; and
  13. Other, Federal and non-Federal, environmental protection laws, codes, ordinances, regulations, and directives, as identified in writing by the contracting officer.
- c. shall with regard to the environmental protection laws, codes, ordinances, regulations, and directives described in the clauses entitled, "Environment, Safety and Health" and "Clean Air and

Water," or included in or covered by paragraphs (a) and (b) of this section:

1. Research these laws, codes, ordinances, regulations and directives on an ongoing basis and, for changes therein, adjust contract performance, as necessary, to assure continuing compliance;
2. Identify, and inform the contracting officer in writing, of any inconsistencies among these laws, codes, ordinances, regulations, and directives which would affect or preclude the contractor's ability to perform; and
3. Include consideration of these laws, codes, ordinances, regulations, and directives in all planning activities performed under this contract; and
4. shall set forth appropriate environmental protection requirements in subcontracts with respect to work to be performed on-site at a DOE-owned or -leased facility.

#### **I-17 PERMITS AND LICENSES**

- a. Except as notified in writing by the contracting officer, the Contractor shall obtain any necessary permits and licenses required by laws, codes, ordinances, and regulations of the United States, a state or territory, and a municipality or other political subdivision, and which are applicable to the performance of work under this contract. This includes, but is not necessarily limited to, identifying if such permits and licenses are required, compiling the information and data required for applications to obtain permits and licenses, filing any application required to obtain permits and licenses, and providing any additional information or data required.
- b. When notified by the contracting officer that the DOE will obtain certain permits or licenses, the Contractor shall provide all reasonable assistance requested, including providing information or data, that is required for obtaining such permits or licenses.
- c. The Contractor shall comply with all laws, codes, ordinances, and regulations of the United States, a state or territory, and a municipality or other political subdivision, and that are applicable to the performance of work under this contract.

**I-18 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the Contractor until disposal is authorized by DOE or at the option of the Contractor delivered to DOE upon completion or termination of the contract. If the Contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

**I-19 FAR 52.224-2 PRIVACY ACT (DEVIATION) (APR 1984)**

a. The Contractor agrees to-

1. Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-
  - i. The systems of records; and
  - ii. The design, development, or operation work that the Contractor is to perform;
2. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and
3. Include this clause, including this subparagraph 3, in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

b. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function,

the Contractor and any employee of the Contractor is considered to be an employee of the agency.

- c.
1. "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
  2. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
  3. "System of records on individuals," as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.
- d. (Deviation) The Contractor shall include appropriate provisions in subcontracts to implement this requirement.

**I-20 FAR 52.225-3 BUY AMERICAN ACT--SUPPLIES (JAN 1989)**

- a. The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic. On acquisitions above \$25,000 in value, components of Canadian origin are treated as domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- b. The Contractor shall deliver only domestic end products, except those--
  - 1. For use outside the United States;
  - 2. That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
  - 3. For which the agency determines that domestic preference would be inconsistent with the public interest: or;
  - 4. For which the agency determines the cost to be unreasonable (see section 25.105 of the Federal Acquisition Regulation).

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended, and Subpart 25.1 of the Federal Acquisition Regulation.)

**I-21 FAR 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APR 1991)**

- a. "Parastatal organization," as used in this clause, means a corporation, partnership, or entity owned, controlled, or subsidized by the Government of South Africa. It does not include a corporation, partnership, or entity which previously received start up assistance from the South African Industrial Development Corporation but which is now privately owned and which is not owned, controlled, or subsidized by the Government of South Africa.
- b. Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire for use in the performance of this contract--
  - 1. Any supplies or services originating from sources within the communist areas of North Korea, Vietnam, Cambodia, or Cuba;
  - 2. Any supplies that are or were located in or transported from or through North Korea, Vietnam, Cambodia, or Cuba;
  - 3. Arms, ammunition, or military vehicles produced in South Africa, or manufacturing data for such articles; or

4. Supplies or services from the South African Government or parastatal organizations of South Africa.
- c. The Contractor shall not acquire for use in the performance of this contract supplies or services originating from sources within Iraq, any supplies that are or were located in or transported from or through Iraq, or any supplies or services from entities controlled by the Government of Iraq.
- d. The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder.

**I-22 FAR 52.230-3 COST ACCOUNTING STANDARDS (SEP 1987)**

- a. Unless the contract is exempt under FAR 30.201-1 and 30.201-2, the provisions of Federal Acquisition Regulation (FAR) Subpart 30.3 are incorporated herein by reference and the Contractor in connection with this contract, shall--
  1. (National Defense Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by FAR 30.201-1 through 30.202-5. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the contracting officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  2. Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
  3. Comply with all CAS, including any modifications and interpretations indicated thereto contained in FAR Subpart 30.4, if the Contractor has submitted cost or

pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

4.
    - i. Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
    - ii. Negotiate with the contracting officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of this subparagraph (a)4 of this clause; provided, that no agreement may be made under this provision that will increase costs paid by the United States.
    - iii. When the parties agree to a change to a cost accounting practice, other than a change under subparagraph (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
  5. Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41, 85 Stat. 97, from the time the payment by the United States was made to the time the adjustment is effected.
- b. If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in FAR Subpart 30.4 or a CAS rule or regulation in FAR Subpart 30.3 and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

- c. The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- d. The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontract's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. This requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on--
  - 1. Established catalog or market prices of commercial items sold in substantial quantities to the general public; or
  - 2. Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in FAR 30.201-1.

Note (1): New or modified CAS shall be applicable to both national defense and non-defense CAS-covered contracts upon award of a new national defense CAS-covered contract containing the new Standard. The award of a new nondefense CAS-covered contract shall not trigger application of new CAS or modification to CAS.

Note (2): Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted its Disclosure Statement to a Government Administrative Contracting Officer (ACO), it may satisfy that requirement by certifying to the Contractor the date of the Statement and the address of the ACO.

Note (3): In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to the Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of its Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and Standards as specified in FAR Subparts 30.3 and 30.4 in connection with covered

subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by its subcontractors.

Note (4): If the subcontractor is a business unit which, pursuant to FAR 30.201-2(b) is entitled to elect modified contract coverage and to follow 30.401 and 30.402, the clause at 52.230-5, "Disclosure and Consistency of Cost Accounting Practices," of the Federal Acquisition Regulation shall be inserted in lieu of this clause.

Note (5): The terms defined in FAR 30.301 and 31.001 shall have the same meanings herein. As there defined, "negotiated subcontract" means any subcontract except a firm-fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two persons not associated with each other or with such Contractor or subcontractor, providing (1) the solicitation to all competitors is identical, (2) price is the only consideration in selecting the subcontractor from among the competitors solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted.

**I-23 FAR 52-230-4 ADMINISTRATION OF COST ACCOUNTING STANDARDS (SEP 1987)**

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in (a) through (f) of this clause:

- a. Submit to the cognizant Contracting Officer a description of any accounting change, the potential impact of the change on contracts containing a CAS clause, and if not obviously immaterial, a general dollar magnitude cost impact analysis of the change which displays the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed-fee, etc.) and other Contractor business activity. As related to CAS-covered contracts, the analysis should display the potential impact of funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

1. For any change in cost accounting practices required to comply with a new CAS in accordance with subparagraphs (a)(3) and subdivision (a)(4)(i) of the CAS clause, within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.
  2. For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (a)(4)(iii) of the CAS clause or with subparagraph (a)(3) of the Disclosure and Consistency of Cost Accounting Practices clause, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.
  3. For any failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the CAS clause or by subparagraph (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause, within 60 days (or such other date as may be mutually agreed to) after the date of agreement of noncompliance by the Contractor.
- b. Submit a cost impact proposal in the form and manner specified by the cognizant contracting officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. If the cost impact proposal is not submitted within the specified time, or any extension granted by the cognizant contracting officer, an amount not to exceed 10 percent of each payment made after that date may be withheld until such time as a proposal has been provided in the form and manner specified by the cognizant contracting officer.
- c. Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the CAS clause or with subparagraphs (a)(3), (a)(4), of the CAS Disclosure and Consistency of Cost Accounting Practices clause.
- d. For all subcontracts subject either to the CAS clause or to the Disclosure and Consistency of Cost Accounting Practices clause--
1. So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); and
  2. Include the substance of this clause in all negotiated subcontracts. In addition, within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for

transmittal to the contract administration office cognizant of the subcontractor's facility:

- i. Subcontractor's name and subcontract number.
  - ii. Dollar amount and date of award.
  - iii. Name of Contractor making the award.
  - iv. Any changes the subcontractor has made or proposes to make to accounting practices that affect prime contracts or subcontracts containing the CAS clause or Disclosure and Consistency of Cost Accounting Practices clause, unless these changes have already been reported. If award of the subcontract results in making one or more CAS effective for the first time, this fact shall also be reported.
- e. Notify the contracting officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this Contractor's price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.
- f. For subcontracts containing the CAS clause, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

**I-24 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (DEVIATION)(APR 1984)**

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided that this limitation shall not apply to-

- a. Withholdings pursuant to any clause relating to wages or hours of employees;
- b. Withholdings not specifically provided for by this contract;

- c. (Deviation) Withholdings pursuant to paragraph (g) of the clause entitled "Special Provision on Financial Accountability";
- d. The recovery of overpayments; and
- e. Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

**I-25 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**I-26 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

- a. The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- b. The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- c. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these

employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- d. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I-27 FAR 52.242-13 BANKRUPTCY (APR 1991)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**I-28 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (NOV 1991)**

- a. Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- b. Definitions. The definitions set out in the Act shall apply to this clause.
- c. Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

- d. 1. Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$100 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.
2. The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- e. 1. Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
2. In the event of an extraordinary nuclear occurrence which:
  - i. Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
  - ii. Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
  - iii. Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
  - iv. Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf

of itself and other persons indemnified, agrees to waive:

- A. Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
    - 1. Negligence;
    - 2. Contributory negligence;
    - 3. Assumption of risk; or
    - 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
  - B. Any issue or defense as to charitable or governmental immunity; and
  - C. Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have know, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- v. The term "extraordinary nuclear occurrence" means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
- vi. For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is

engaged in the performance of contractual activity under this contract.

3. The waivers set forth above:

- i. Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the clause of action;
  - ii. Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
  - iii. Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
  - iv. Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
  - v. Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
  - vi. Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
  - vii. Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
  - viii. Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- f. Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly

to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder; take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

- g. Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination or existence of the contractor, or by the completion, termination or expiration of this contract.
- h. Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to any, other clause of this contract, including the clause entitled Contract Disputes provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, Officials Not to Benefit, and Examination of Records by the Comptroller General, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- i. Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.
- j. Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

- k. Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as the term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.
- l. To the extent that the Contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply.

**I-29 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)**

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

**I-30 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)**

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

**I-31 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

- a. Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

- b. Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- c. If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**I-32 INSURANCE**

- a. The terms in this contract shall take precedence over provisions in FAR 31.205-19, "Insurance and Indemnification." This clause and the clauses entitled "Special Provision on Financial Accountability," "Nuclear Hazards Indemnity Agreement," "Allowable Cost and Payment," and "Preexisting Conditions" provide the controlling insurance and indemnification provisions for this contract.
- b. The Contractor shall procure and maintain such bonds and insurance as required or approved in writing by the Contracting Officer. The terms and conditions of any such bonds and insurance shall conform to the directions of the Contracting Officer. In view of the provisions of subparagraph (e) of the clause entitled Special Provision on Financial Accountability, the Contractor may, at its own expense and not as an allowable cost, procure for its own protection insurance covering loss or destruction of, or damage to, Government property to compensate the Contractor for any unallowable or nonreimbursable costs incurred in connection with such property.
- c. Legally required contributions to old-age and survivors' insurance, unemployment compensation plans, and workmen's compensation plans (whether or not covered by insurance) are allowable insurance costs under this contract. Other types of personnel-related insurance are covered under FAR 31.205-6.
- d. In the event of a third party claim against the contractor, the cost and expense of which the Contractor would propose to submit as a claim for allowable costs, paragraph (f), "Costs related to legal defense and settlement of claims," of the clause entitled "Special Provisions on Financial Accountability" shall apply. In the event the Contractor has insurance covering part, but not all, of the amount claimed and proposes to submit part of the claim as an unallowable cost, the Contractor shall: (1) immediately notify

the Contracting Officer and promptly furnish copies of all pertinent papers received; and (2) authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim.

**I-33 PROCUREMENT OF CONSTRUCTION (JUN 1991)**

The Contractor shall not perform construction services with its own employees under this contract without the express prior approval of the Contracting Officer.

The Contractor shall procure by subcontract the construction, alteration or repair of public buildings or public works required to be performed under this Contract. The Contractor shall insure that any subcontract for such construction, alteration or repair includes the following clauses and that the subcontractor complies with their provisions:

Contract Work Hours and Safety Standards Act--  
Overtime Compensation at 52.222-4

Davis-Bacon Act at 52.222-6

Withholding of funds at 52.222-7

Payrolls and Basic Records at 52.222-8

Apprentices and Trainees at 52.222-9

Compliance with Copeland Act Requirements at 52.222-10

Subcontracts (Labor Standards) at 52.222-11

Contract Termination--Debarment at 52.222-12

Compliance with Davis-Bacon and Related Act  
Regulations at 52.222-13

Disputes Concerning Labor Standards at 52.222-14

Certification of Eligibility at 52.222-15

Buy American Act - Construction Materials at 52.225-5

Upon a determination by the Contracting Officer or the duly authorized representative that the Davis-Bacon Act is applicable to any item of work to be performed hereunder, the Contractor shall request a determination of the prevailing wage rates from the Contracting Officer

in sufficient time to include the appropriate wage determination in the subcontract bid package.

**I-34 PROCUREMENT OF ARCHITECT-ENGINEERING SERVICES**

Upon direction of the contracting officer, the Contractor shall procure Architect-Engineering (A-E) Services using FAR Part 36 and DEAR Part 936 as guides. The Brooks Act, Public Law 92-582, establishes the policy and procedures necessary to assure the selection of A-E Contractors by the Federal Government is based solely upon the qualifications of competing A-E firms. The Act does not directly govern the award of A-E subcontracts. However, the Contractor shall assure that its purchasing system and methods reflect the essence of the Federal policy by providing for selection of A-E subcontractors based primarily upon proposer's qualifications, however, this does not preclude the consideration of other factors, including cost or price, in the selection of A-E subcontractors.

Combinations of subcontractors for architect-engineer and construction services, which may result in self-inspection of construction work, shall not be awarded unless

**I-35 WORKER'S COMPENSATION**

- a. The coverage afforded by the workers' compensation statutes of the State of Washington (Title 51, Revised Code of Washington) shall, for performance of work under this contract at the Hanford Site, including work subcontracted, except work performed under certain lump-sum subcontracts as determined by the Contracting Officer, be subject to the following:
  1. Except as provided above and in paragraph (6) below, the Contractor shall be relieved of all obligation to pay premiums for such coverage, DOE having agreed, under the terms of a contract with the Department of Labor and Industries of the State of Washington (hereinafter called the "Department") to bear the actual cost of such coverage.
  2. The Contractor shall submit to DOE, for transmittal to the Department, such payroll records as are required by the said statutes, except as provided above and in paragraph (6) below.
  3. The Contractor shall, for coverage of each individual employer or any member or officer of any corporate employer provided for by Section 51.32.030 of the Revised Code of

Washington, submit to DOE for transmittal to the Department the written notice required by that section.

4. The Contractor shall submit to DOE, for transmittal to the Department, the accident reports provided for by Section 51.28.010 of the Revised Code of Washington.
5. The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
6. The Contractor shall be responsible for making all payments and submitting all reports required by Title 51, Section 51.32.073, Revised Code of Washington.

**I-36 DEAR 970.5204-11 CHANGES (DEVIATION) (APR 1984)**

- a.
  1. If, as a result of any instruction or direction given by DOE pursuant to the provisions of this contract, the level of the Contractor's effort under this contract is materially increased or decreased, the fee provided for in the clause entitled "Payment of Basic Fee and Award Fee" may or may not be adjusted. In the event either party deems that an adjustment in fee is appropriate, it will, within thirty (30) days after issuance of the instruction or direction, so notify the other party in writing and the parties will attempt to agree upon the amount by which the fee should be increased or decreased. Failure of the parties so to agree shall constitute a dispute within the meaning of the article entitled "Disputes."
  2. Services pursuant to mutual agreement (Related Services) under the provisions of this contract shall be performed without additional fee unless DOE and the Contractor shall mutually agree in writing that they will constitute a material increase in the level of the Contractor's effort under this contract, in which event the parties hereto will negotiate in good faith to agree upon an equitable fee for such additional services. Failure of the parties so to agree shall constitute a dispute within the meaning of the clause entitled "Disputes."
- b. Work to continue. Nothing contained in this clause shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the requirements of any direction hereunder.

**I-37 DEAR 970.5204-12 CONTRACTOR'S ORGANIZATION (DEVIATION)(APR 1984)**

- a. Organization chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization of key personnel to be employed in connection with the work, and shall furnish from time to time supplementary information reflecting changes therein.
- b. Supervisory representative of Contractor. Unless otherwise directed by the Contracting Officer, a competent full-time resident supervisory representative of the Contractor satisfactory to the Contracting Officer shall be in charge of the work at the site at all times. This also applies to off-site work.
- c. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Contractor shall establish such standards and procedures as are necessary to implement effectively the provisions set forth in 970.2272, and such standards and procedures shall be subject to the approval of the Contracting Officer. If the Contractor fails to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be contrary to the public interest, the Government reserves the right to require the Contractor to remove the employee.

**I-38 DEAR 970.5204-22 CONTRACTOR PURCHASING SYSTEM (OCT 1990)**

- a. [(Name of contractor)] shall develop and implement formal policies, practices, and procedures to be used in the award of subcontracts, which purchasing system and methods shall be fully documented and acceptable to DOE, in accordance with the policies set forth in DEAR 970.71. DOE reserves the right at any time to require that the contractor submit for approval any or all purchases under this contract. The contractor shall not purchase any item or service the purchase of which is expressly prohibited by the written direction of DOE and shall use such special and directed sources as may be expressly required by the DOE Contracting Officer.
- b. The obligations of [(name of contractor)] under paragraph (a) above, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve

the contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the contractor, and shall not bind or purport to bind the Government.

- c. In addition to, and without derogation of any rights under paragraph (a) of this clause and any other provision in this contract, [(name of contractor)] shall require all subcontractors to furnish cost or pricing data under those conditions and in accordance with the requirements set forth in FAR 15.804, and shall include in such subcontracts the appropriate clause set forth in 970.5204-24 except as otherwise directed or approved by DOE.
- d. Purchase or transfer of equipment, materials, supplies, or services from a contractor-affiliated source shall be treated in accordance with DEAR 970.7105.
- e. Proposed awards to firms or individuals on either the GSA Consolidated List of Debarred, Suspended, and Ineligible Contractors or the DOE Consolidated list of Debarred, Suspended, Ineligible, and Voluntarily Excluded Awardees shall be forwarded to DOE for approval notwithstanding any prior purchasing system acceptance.
- f. [(Name of Contractor)] shall provide advance notice of proposed subcontract awards in accordance with DEAR 970.7109; shall document purchases in writing; and shall establish and maintain subcontract files which present an accurate and adequate record of all purchasing transactions.
- g. [(Name of Contractor)] shall not enter into any lease for property, plant or equipment when the lease must be classified and accounted for as capital lease under generally accepted accounting principles, unless the decision to enter into a capital leasing arrangement is specifically authorized and approved in advance by DOE.

**I-39 DEAR 970.5204-23 TAXES (APR 1984)**

- a. The contractor agrees to notify the contracting officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contract work, any transaction thereunder, or property in the custody or control of the contractor and constituting an allowable item of cost if due and payable, but which the contractor has reason to believe, or the contracting officer has advised the

contractor, is or may be inapplicable or invalid;\* and the contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the Contracting Officer. Any State or local tax, fee, or charge paid with the approval of the contracting officer or on the basis of advice from the contracting officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.

\* Requirement for notice may be broadened to include all State and local taxes which may be claimed as allowable costs when considered to be appropriate.

- b. The contractor agrees to take such action as may be required or approved by the contracting officer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the contracting officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the contractor. If the contracting officer directs the contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the contractor for a tax, fee, or charge it has refrained from paying in accordance with this article, the procedures and requirements of the article entitled "Litigation and Claims" shall apply and the costs and expenses incurred by the contractor shall be allowable items of costs, as provided in this contract, together with the amount of any judgment rendered against the contractor.
- c. The Government shall hold the contractor harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.

**I-40 DEAR 970.5204-26 NUCLEAR SAFETY (APR 1984)**

- a. The activities under this contract include the operation of nuclear facilities. The Contractor recognizes that such operations involves the risk of a nuclear incident which, while the chances are remote, could adversely affect the public health and safety as well as the environment. Therefore, the Contractor

will exercise a degree of care commensurate with the risk involved.

- b. The Contractor shall comply with all applicable regulations of DOE concerning nuclear safety and with those requirements (including reporting requirements and instructions) of DOE concerning nuclear safety of which it is notified in writing by the contracting officer.
- c. Prior to the initial startup of any nuclear facility under this contract and prior to any subsequent startup following a change which represents a significant deviation from the procedures, equipment, or analyses described in the safety analysis reports or other hazards summary reports for that facility, the Contractor shall:
  - 1. Prepare a safety analysis report and detailed plans and procedures designed to assure the safe operations and maintenance of the facility in accordance with applicable DOE regulations and directives. For nuclear reactors and critical facilities, technical specifications shall also be provided.
  - 2. Establish nuclear safety control procedures to be used within the Contractor's organization to insure competent independent review and internal approval of the safety analysis report and the detailed plans and procedures specified in (1) above.
  - 3. Submit to the contracting officer for his approval such procedures relating to nuclear safety as may be designated by him.
  - 4. Carry out a program of initial training and periodic requalification designed to assure that all personnel who will be engaged in nuclear operations or maintenance understand the approved plans and procedures for nuclear safety and are qualified to perform their assigned functions; and
  - 5. Obtain the approval of the contracting officer prior to start-up of the facility.
- d. In the operation and maintenance of any nuclear facility under this contract, the Contractor shall:
  - 1. Use all reasonable efforts to assure that all operational and maintenance activities are performed by qualified and adequately trained personnel, and except as otherwise agreed

in writing, are conducted under the supervision of personnel who are qualified and authorized to evaluate any emergency condition and take prompt effective action with respect thereto.

2. Operate the facility within the technical specifications or operational safety requirements which are approved by the contracting officer.
3. Follow strictly the procedures relating to nuclear safety approved by the contracting officer in (c)(3) above, and submit to the contracting officer for his approval, any proposed changes in such procedures.
4. Establish an auditable, well-defined, internal safety review and inspection system approved by the contracting officer (including review and inspection reports by competent technical personnel) that will: (i) Provide frequent and periodic checks of facility performance and of the qualifications and training of operating and maintenance personnel, and (ii) provide for investigation of any unusual or unpredicted conditions that might affect safe operations.
5. Report promptly to the contracting officer any change in the physical condition of the facility or its operating characteristics that might, in the judgment of the Contractor, affect the safe operation of the facility.
6. Terminate operations at the facility immediately whenever so instructed by the contracting officer, or whenever, in the judgment of the Contractor, the risk of a nuclear incident endangering persons or property warrants such action.
7. Prepare, in cooperation with other services and facilities available at the site and with the approval of the Contracting Officer, a plan for minimizing the effects of a nuclear incident upon the health and safety of all persons on the site; participate as directed in the integration of the Contractor's and contracting officer's emergency plans with the responsible state and local government's emergency plans for protection of the public offsite; instruct its personnel as to their participation in such plans and any personal risk to such personnel that may be involved; and participate in such practice exercises as may be desirable to assure the effectiveness of such plans.
8. At an appropriate time as determined by the Contracting Officer, prepare and submit to the Contracting Officer for

his approval, shutdown, decommissioning, decontamination and property management plans leading to orderly and safe program disposition of the nuclear facility and any associated nuclear wastes or other hazardous material.

9. In the event that the Contractor fails to comply with said standards and requirements of DOE, the contracting officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work; thereafter a start order for resumption of the work may be issued at the discretion of the contracting officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

**I-41 DEAR 970.5204-28 ASSIGNMENT (APR 1984)**

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the Contracting Officer.

**I-42 DEAR 970.5204-43 OTHER GOVERNMENT CONTRACTORS (APR 1984)**

The Government may undertake or award contracts for work or services. The Contractor agrees to fully cooperate with such other Contractors and Government employees and carefully fit its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Government employees.

**I-43 DEAR 970.5204-45 TERMINATION (DEVIATION) (APR 1991)**

- a. This contract shall continue until the date shown in the clause of this contract entitled "Term of Contract(s)" unless sooner terminated in accordance with the provisions which follow:
  1. The performance of work under this contract may be terminated by the Government in whole, or from time to time in part, (i) whenever the Contractor shall default in performance, and shall fail to cure the fault or failure within such period as the Contracting Officer may allow after receipt from the Contracting Officer of a notice specifying the fault or failure, or (ii) whenever, for any reason, the Contracting Officer shall determine any such termination is for the best interest of the Government. Termination of the work hereunder shall be effected by

delivery of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the Government, the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective. Any such termination shall be without prejudice to any claim which either party may have against the other. If, after notice of termination under the provisions of (a)(1)(i) above, it is determined for any reason that the Contractor was not in default, such notice of default shall be deemed to have been issued pursuant to (a)(1)(ii) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

2. Upon receipt of notice of termination, in accordance with (1) above, the Contractor shall, to the extent directed in writing by the Contracting Officer, discontinue the terminated work and the placing of orders for materials, facilities, supplies, and services in connection therewith, and shall proceed, if, and to the extent required by the Contracting Officer, to cancel promptly and settle with the approval of the Contracting Officer, existing orders, subcontracts, and commitments insofar as such orders, subcontracts, and commitments pertain to this contract.
- b. Upon the termination of this contract, full and complete settlement of all claims of the Contractor and of DOE arising out of this contract shall be made as follows:
1. The Government shall have the right in its discretion to assume sole responsibility for any or all obligations, commitments, and claims that the Contractor may have undertaken or incurred, the cost of which is allowable in accordance with the provisions of this contract; and the Contractor shall, as a condition of receiving the payments mentioned in this article, execute and deliver all such papers and; take all such steps as the Contracting Officer may require for the purpose of fully vesting in the Government any rights and benefits the Contractor may have under or in connection with such obligations, commitments, or claims.
  2. The Government shall treat as allowable costs all expenditures made in accordance with and allowable under the clause entitled "Allowable Cost and Payment," not previously so allowed or otherwise credited for work performed prior to the effective date of termination, together with expenditures as may be incurred for a reasonable time

thereafter with the approval of, or as directed by, the Contracting Officer.

3. The Government shall treat as allowable costs, to the extent not included in (b)(2) above, the costs of settling and paying claims arising out of the termination of work under orders, subcontracts, and commitments as provided in (a)(2) above.
4. The Government shall treat as allowable costs the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the termination of the contract and for the termination and settlement of orders and subcontracts thereunder, together with such further expenditures made by the Contractor after the date of termination for the protection or disposition of Government property as are approved or required by the Contracting Officer, provided, however, that if the termination is for default of the Contractor, there shall not be included any amount for preparation of the Contractor's settlement proposal.
5. If the performance of work under this contract is terminated in whole by the Government, the basic and award fee of the Contractor shall be prorated to and including the effective date of such termination. In addition, if the termination is for the convenience of the Government, the Contractor shall be paid a fixed fee in an amount to be agreed upon as compensation for its services in closing out the work under this contract after the effective date of such termination. The additional fixed fee is to be negotiated as soon as practicable after service of notice of termination, shall take into account the estimate of the cost of the services and managerial effort to be rendered under this clause after the effective date of termination, and shall be provided for in a supplement or amendment to this contract prior to final settlement hereunder. Pending agreement as to the amount of such fee, the Contractor shall diligently proceed with the performance of the services required under this clause. No additional fee will be paid if the contract is terminated due to the default of the Contractor. In the event of a partial termination by the Government, an equitable adjustment shall be made in the fee if such termination results in a material decrease in the level of the Contractor's management effort. Any failure to agree on the right to or the amount of any adjustment shall be deemed a dispute within the purview of the clause hereof entitled "Disputes."

6. The obligation of the Government to make any of the payments required by this clause or any other provisions of this contract shall be subject to any unsettled claims in connection with this contract which the Government may have against the Contractor.
- c. Prior to final settlement, the Contractor shall furnish a release as required in the clause entitled "Allowable Cost and Payment" and account for Government-owned property as may be required by the Contracting Officer: provided, however, that unless the Contracting Officer requires an inventory, the maintenance and disposition of the records of Government-owned property in accordance with the clause entitled "Government Property-Cost Reimbursement, Time-and-Material, or Labor Hour Contract" shall be accepted by the Contracting Officer as full compliance with all requirements of this contract pertaining to an accounting for such property.

The following clauses would apply if a letter contract is issued:

**I-44 FAR 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)**

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than [ ] [insert date]. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

**I-45 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)**

- a. In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ] dollars.
- b. The maximum amount for which the Government shall be liable if this contract is terminated is [ ] dollars.

**I-46 FAR 52.216-25 CONTRACT DEFINITIZATION (APR 1984)**

- a. A cost-plus-award-fee definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [ ] [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal and cost or pricing data supporting its proposal.
- b. The schedule for definitizing this contract is [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data]:  

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- c. If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the

contracting activity, determine a reasonable price or fee in accordance with subpart 15.8 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

1. After the Contracting Officer's determination of price or fee, the contract shall be governed by -
  - i. All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
  - ii. All clauses required by law as of the date of the Contracting Officer's determination; and
  - iii. Any other clauses, terms, and conditions mutually agreed upon.
2. To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

**I-47 FAR 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (APR 1984)**

- a. Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:
  1. One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.
  2. One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.
  3. Eighty-five percent of all other approved costs.

- b. **Limitation of reimbursement.** To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.
- c. **Invoicing.** Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.
- d. **Allowable costs.** For the purpose of determining allowable costs, the term costs includes -
  - 1. Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;
  - 2. When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -
    - i. Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;
    - ii. Direct labor;
    - iii. Direct travel;
    - iv. Other direct in-house costs; and
    - v. Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
  - 3. The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

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- e. **Small business concerns.** A small business concern may receive more frequent payments than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.
- f. **Audit.** At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

Intellectual Property Clauses

Additional Intellectual Property clauses (general clauses 76, 77, 78 and 82) are included in DOE Set 304, Contract Clauses Cost Reimbursement Service Contracts dated Dec 1991.

**I-48 DOE PR 9-9.103-3 INTELLECTUAL PROPERTY INDEMNITY (JUN 1979)**

- a. The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of U.S. Letters Patent (except U.S. Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) resulting from the Contractor's:
  1. furnishing or supplying standard parts or components which have been sold or offered for sale to public on the commercial open market; or
  2. utilizing its normal practices or methods which normally are or have been used in providing goods and services in the commercial open market, in the performance of the contract; or
  3. utilizing any parts, components, practices, or methods to the extent to which the Contractor has secured indemnification from liability. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction or to an infringement resulting from addition to or change in such supplies or components furnished or construction work performed for which addition or change was made subsequent to delivery or performance by the Contractor.
- b. The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses for violation by the Contractor of proprietary rights or copyrights arising out of delivery or use of any data furnished or utilized by the Contractor in the course of or under this contract.

**I-49 DOE PR 9-9.106 CLASSIFIED INVENTIONS (JUN 1979)**

- a. The Contractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this contract, in any country other than the United States, an application or registration for a patent without first obtaining written approval of the contracting officer.
- b. When filing a patent application in the United States on any invention or discovery conceived or first actually reduced to practice in the course of or under this contract, the subject matter of which is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Contractor shall by separate letter identify by agency and number, the contract or contracts which require security classification markings to be placed on the application.
- c. The substance of this clause shall be included in subcontracts which cover or are likely to cover classified subject matter.

**I-50 DOE PR 9-9.107-5(H) FACILITIES LICENSE\* (DEVIATION) (APR 1984)**

**Facilities license.**

As used in this (n) paragraph "facility" means any facility of the Government at which the remediation, decontamination or decommissioning technology practiced under this contract or any subcontract thereunder may be utilized by or for the Government.

- a. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor, which are owned or controlled by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured by the facility (1) to practice or to have practices by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights

and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

- b. To the extent that the Contractor or any of its subcontractors intend to employ or utilize patented technology which it does not own or control and which it knows or should know is patented to others, the Contractor shall be responsible for obtaining a license to utilize such patented technology by and for the Government on terms and conditions which have the written approval of the Contracting Officer.

\*This clause supplements DEAR 927.300(a) Patent Rights - Long Form (Deviation) (APR 1984).

# CONTRACT CLAUSES

(DOE SET 304)

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#### 1. DEAR 952.202-1 DEFINITIONS (SEP 1985)

(a) The term "Head of Agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.

(b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(d) The term "DOE" means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.

#### 2. FAR 52.203-1 OFFICIALS NOT TO BENEFIT (APR 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### 3. FAR 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative— (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee.

(This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### 4. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or

obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

#### 5. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract.

#### 6. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 1988)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the

United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract monies withheld, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

#### 7. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)

*NOTE: Applicable only if the contract estimated cost, including fee, exceeds \$100,000.*

##### (a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization" as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan, the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

- (i) Agency and legislative liaison by own employees. (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities nor directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action.

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L.95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services. (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable.

Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provided advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the

lawyer is not providing professional legal services. Similarly communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure. (A) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person which requests or received any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by the clause.

(v) Penalties. (A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

**8. FAR 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY—MODIFICATION (NOV 1990)**

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

**CERTIFICATE OF PROCUREMENT INTEGRITY—  
MODIFICATION (NOV 1990)**

(1) I, [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended" (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity—Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS) \_\_\_\_\_

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

**9. FAR 52.209-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)**

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be —

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award; (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts —

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may—

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced. (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**10. DEAR 952.208-70 PRINTING (APR 1984)**

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies

of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 1/2 by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

#### 11. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1991)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Procurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Procurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Procurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

#### 12. FAR 52.212-13 STOP-WORK ORDER - ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the

Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### ~~13. DEAR 952.212-72 UNIFORM REPORTING SYSTEM (MAY 1987)~~

~~Contractor shall prepare and submit (postage prepaid) the plans and reports indicated on the DOE Form 1332.1, Reporting Requirements Checklist or amendments to this checklist included in this contract, to the addressees and in the specified number of copies as designated in the attachment to the checklist. The contractor shall prepare the specified plans and reports in accordance with the formats and structure set forth in DOE Order 1332.1A, or any later version in effect on the effective date of the contract. The contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted by the subcontractor to the contractor is timely and compatible with the data elements that the contractor is responsible for submitting to DOE. Plans and reports submitted in compliance with this clause are in addition to any other reporting requirements of this contract.~~

#### 14. FAR 52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.

"Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

#### 15. FAR 52.215-2 AUDIT-NEGOTIATION (DEC 1989)

(a) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g. machine readable media such as disk, tape, etc.) or type (e.g. data bases, applications software, database management software, utilities, etc.) sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) Cost or pricing data. If, pursuant to law, the Contractor has been required to submit cost or pricing data in connection with pricing this contract or any modification to this contract, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all of the Contractor's books, records, documents, and other data regardless of form (e.g. machine readable media such as disk, tape, etc.) or type (e.g. data bases, applications software, database management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, or performing the contract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

(c) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs (a) and (b) above, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation, or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are disposed of.

(e) Except as otherwise provided in FAR Subpart 4.7, Contractor Records Retention, the Contractor may transfer computer data in

machine readable form from one reliable computer medium to another. The Contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The contractor's choice of form or type of materials described in paragraphs (a), (b) and (c) of this clause affects neither the Contractor's obligations nor the Government's rights under this clause.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts over \$10,000 under this contract, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

#### 16. FAR 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (JAN 1991)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

#### 17. FAR 52.215-23 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (DEC 1991)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, expected to exceed \$500,000, except that this clause does not apply to any modification for which the price is--

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the

Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

#### 18. FAR 52.215-24 SUBCONTRACTOR COST OR PRICING DATA (DEC 1991)

(a) Before awarding any subcontract expected to exceed \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, expected to exceed \$500,000, when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, expected to exceed \$500,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is--

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds \$100,000, or for the Department of Defense, the National Aeronautics and Space

Administration, and the Coast Guard, in each subcontract that exceeds \$500,000, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data-Modifications.

#### 19. FAR 52.215-25 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (DEC 1991)

(a) The requirements of paragraphs (b) and (c) of this clause shall (1) become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, expected to exceed \$500,000; and (2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$100,000, or \$500,000 for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, when entered into, or pricing any subcontract modification involving a pricing adjustment expected to exceed \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, expected to exceed \$500,000, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is—

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, in each subcontract that exceeds \$500,000, when entered into.

#### 20. FAR 52.215-26 INTEGRITY OF UNIT PRICES AND ALTERNATE I (APR 1991)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) The requirement in paragraph (a) of this clause does not apply to any contract or subcontract item of supply for which the unit price is, or is based on, an established catalog or market price for a commercial item sold in substantial quantities to the general public. A price is based on a catalog or market price only if the item being purchased is sufficiently similar to the catalog or market price commercial item to ensure that any difference in price can be identified and justified without resort to cost analysis.

(c) The Offeror/Contractor shall also identify those supplies which it will not manufacture or to which it will not contribute significant value when requested by the Contracting Officer. However, the information shall not be required for commercial items

sold in substantial quantities to the general public when the price is, or is based on, established catalog or market prices.

(d) The Contractor shall insert the substance of this clause, less paragraph (c), in all subcontracts.

#### Alternate I (APR 1991)

*Substitute the following paragraph (c) for paragraph (c) of the above clause if the contract is not the result of full and open competition.*

(c) The Offeror/Contractor shall also identify those supplies which it will not manufacture or to which it will not contribute significant value. This information is not required for commercial items sold in substantial quantities to the general public when the price is, or is based on, established catalog or market prices.

#### 21. FAR 52.215-27 TERMINATION OF DEFINED BENEFIT PENSION PLANS (SEP 1989)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined benefit pension plan or otherwise recapture such pension fund assets. If pension fund assets revert to the Contractor or are constructively received by it under a termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(j)(4). The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirement of FAR 15.804-8(e).

#### 22. FAR 52.215-30 FACILITIES CAPITAL COST OF MONEY (SEP 1987)

*NOTE: This clause applies to this contract only if the contract is subject to the cost principles for contracts with commercial organizations, Subpart 31.2.*

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

#### 23. FAR 52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987)

*NOTE: This clause applies to this contract only if the contract is subject to the cost principles for contracts with commercial organizations, Subpart 31.2.*

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore it is an unallowable cost under this contract.

#### ~~24. FAR 52.216-89 ORDER OF PRECEDENCE (JAN 1986)~~

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

#### 25. DEAR 952.216-7 ALLOWABLE COST AND PAYMENT (APR 1984) AND ALTERNATES I AND II

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31 of the Federal Acquisition Regulation (FAR) as supplemented by Subpart 991 of the Department of

~~Energy Acquisition Regulation (DEAR), in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.~~

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

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

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

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

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

(E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

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

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

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

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

(2) The Contractor shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by the Contracting Officer, submit to the cognizant Contracting Officer responsible for negotiating its final indirect cost rates and, if required by agency procedures, to the cognizant audit activity proposed final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

~~(3) The Contractor and the appropriate Government~~

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

~~(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.~~

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

~~(1) Shall be the anticipated final rates; and~~

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

~~(f) Quick-closeout procedures. When the Contractor and Contracting Officer agree, the quick-closeout procedures of Subpart 42.7 of the FAR may be used.~~

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

~~(h) Final payment. (1) The Contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than one year (or longer, as the Contracting Officer may approve in writing) from the completion date. Upon approval of that invoice or voucher, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.~~

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

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

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

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

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

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

**26. FAR 52.216-8 FIXED FEE (APR 1984)**

*NOTE: This clause applies to this contract only if the contract makes provision for the payment of a fixed fee.*

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less.

**27. FAR 52.216-11 COST CONTRACT—NO FEE (APR 1984)**

*NOTE: This clause applies to this contract only if the contract makes no provision for the payment of a fee.*

(a) The Government shall not pay the Contractor a fee for performing this contract.

(b) After payment of 80 percent of the total estimated cost shown in the Schedule, the Contracting Officer may withhold further payment of allowable cost until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed one percent of the total estimated cost shown in the Schedule or \$100,000, whichever is less.

**28. DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984)**

(a) Notwithstanding any other provision of the contract, the prior approval of the contracting officer shall be obtained when, in performance of this contract, the contractor acquires or proposes to acquire use of real property by: (1) Purchase, on the Government's behalf or in the contractor's own name, with title eventually vesting in the Government.

(2) Lease, and the Government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.

(3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.

(b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the contracting officer.

(c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

**29. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (FEB 1990)**

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business

concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is a least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members or an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

**30. FAR 52.219-9 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (JAN 1991)**

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns and small disadvantaged business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns and with small disadvantaged business concerns with a separate part for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified

by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

- (i) Total dollars planned to be subcontracted;
- (ii) Total dollars planned to be subcontracted to small business concerns; and
- (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns and (ii) small disadvantaged business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedure that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, and (C) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., (B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

(4) Provide notice to subcontractors concerning penalties remedies for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the

offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

### 31. FAR 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

*NOTE: This clause applies to this contract only if (1) the estimated cost, together with any fee, is in excess of \$500,000, (2) DEAR 952.219-9 (Clause 30 above) applies to this contract, and (3) a Pub. L. 95-507 Subcontracting Plan is included in this contract.*

(a) "Women-owned small businesses," as used in this clause, means small business concerns that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

"Small business concern," as used in this clause, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(d) The Contractor may rely on written representations by its subcontractors regarding their status as women-owned small businesses.

### 32. FAR 52.219-16 LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1989)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled Small and Small Disadvantaged Business Subcontracting Plans, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting

Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial products plans, i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled, Small Business and Small Disadvantaged Business Subcontracting Plan, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may leave.

### 33. FAR 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)

(a) Applicability. This clause is applicable if this contract exceeds the appropriate small purchase limitation in Part 13 of the Federal Acquisition Regulation.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in labor surplus areas (LSA's) when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use its best efforts to place subcontracts in accordance with this policy.

(c) Order of preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this contract entitled Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, the Contractor shall observe the following order of preference in awarding subcontracts:

- (1) small business concerns that are LSA concerns,
- (2) other small business concerns, and
- (3) other LSA concerns.

(d) Definitions. "Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor surplus area concern," as used in this clause, means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas. Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

### 34. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984)

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the

next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

**35. FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ..... or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\*Insert either "zero" or the dollar amount agreed to in negotiations. The dollar figure does not apply to exceptions in subparagraphs (a)(1) through (a) (4) of the clause.

**36. FAR 52.222-3 CONVICT LABOR (APR 1984)**

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

**37. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT— OVERTIME COMPENSATION (MAR 1986)**

*NOTE: Applicable to contracts which involve the employment of laborers or mechanics*

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

**38. FAR 52.222-26 EQUAL OPPORTUNITY (APR 1984)**

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

#### 39. FAR 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)

*NOTE: This clause applies to this contract only if the estimated cost, together with any fee, is \$1,000,000 or more.*

Notwithstanding the clause entitled "Subcontractors," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

#### 40. FAR 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

(a) Definitions. "Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause—

(1) Includes, but is not limited to, openings that occur in jobs categorized as—

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions

compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance.

If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts.

The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

**41. FAR 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)**

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical

or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

**42. FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)**

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

#### 43. FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

*NOTE. Applicable if the principal purpose of the contract is to furnish services through the use of service employees as defined under Department of Labor regulations at Title 29, Code of Federal Regulations, Part 4.*

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees' themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration U.S. Department of Labor. The Wage and

Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The contractor or subcontractor may discharge the obligation to furnish fringe benefits

specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen 401(1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of Section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The contractor or subcontractor shall not permit any part of the services called for by

this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act—  
(A) Name and address and social security number;  
(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefits payments in lieu of fringe benefits, and total daily and weekly compensation.

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of services employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(i) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the

contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(l) Subcontracts. The contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to Section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to Section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the clauses in paragraphs (b) through (o) of this clause relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to Section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by Section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under Section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under Section 14 of

the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524 and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524 and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U. S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U. S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by Section 2(a)(i) or Section 2(b)(1) of the Act in accordance with Section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however, that the amount of such credit may not exceed \$1.34 per hour beginning January 1, 1981. To use this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of Section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 44. FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

NOTE: Applicable if the clause at FAR 52.222-41, SERVICE CONTRACT ACT OF 1965 is applicable.

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

This Statement is for Information Only: It is Not a Wage Determination.

Employee class	Monetary wage-Fringe benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**45. FAR 52.223-2 CLEAN AIR AND WATER (APR 1984)**

*NOTE: This clause applies to this contract only if the price is (a) in excess of \$100,000; (b) a facility to be used has been the subject of a conviction under the applicable portion of the Air Act (42 U.S.C. 7413(c)(1)) on the Water Act (33 U.S.C. 1319(c)) and is listed by EPA as a violating facility; or (c) the acquisition is not exempt under FAR 23.104.*

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards," as used in this clause, means—

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with—

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees—

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry,

reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

**46. FAR 52.223-6 DRUG-FREE WORKPLACE (JUL 1990)**

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

(b) The Contractor, if other than an individual, shall—within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b) (1) through (b) (6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

#### 47. DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1984)

(a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Federal Reports Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

(b) The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

#### ~~48. FAR 52.226-7 INSURANCE LIABILITY TO THIRD PERSONS (APR 1984)~~

~~(a) (1) Except as provided in subparagraph (2) immediately following, or in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.~~

~~(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.~~

~~(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.~~

~~(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.~~

~~(c) Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall be reimbursed—~~

~~(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and~~

~~(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance, otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for—~~

~~(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or~~

~~(ii) Death or bodily injury.~~

~~(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.~~

~~(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)—~~

~~(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;~~

~~(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or~~

~~(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of—~~

~~(i) All or substantially all of the Contractor's business;~~

~~(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or~~

~~(iii) A separate and complete major industrial operation in connection with the performance of this contract.~~

~~(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.~~

~~(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—~~

~~(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;~~

~~(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and~~

~~(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.~~

#### 49. FAR 52.232-17 INTEREST (JAN 1991)

*NOTE: This clause applies to this contract unless (1) the contractor is (a) a Federal Agency; (b) a State of local government or instrumentality; (c) a foreign government or instrumentality or (d) a nonprofit organization, and the contract makes no provisions for the payment of a profit or fee; or (2) the contract is one for paid advertisements pursuant to Subpart 5.5.*

(a) Notwithstanding any other clause of this contract, all amounts, except amounts that are repayable and which bear interest under a Price Reduction for Defective Cost or Pricing Data clause, that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95- 563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

#### 50. FAR 52.232-20 LIMITATION OF COST (APR 1984)

*NOTE: This clause applies to this contract if it is a fully-funded contract.*

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that—

(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The Total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause

of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination of other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

#### 51. FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

*NOTE: This clause applies to this contract if it is an incrementally-funded contract to which the final funding increment has not been allotted.*

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance of the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in

writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agree-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of the completion of the work contemplated by this contract.

#### ~~52. FAR 52.232-25 ASSIGNMENT OF CLAIMS (JAN 1986)~~

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the ~~Contracting Officer authorizes such action in writing~~

#### 53. FAR 52.232-25 PROMPT PAYMENT (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as

close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1963 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(iv) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract

Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor—

(i) is owed an interest penalty;

(ii) is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

**54. FAR 52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APRIL 1989)**

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

**55. FAR 52.233-1 DISPUTES ALTERNATE I (DEC 1991)**

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that—

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3)(i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by—

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) At the time a claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph (d)(2) of this clause, and executed in accordance with paragraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### 56. FAR 52.233-3 PROTEST AFTER AWARD (AUG 1989) AND ALTERNATE I (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its rights to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

#### 57. DEAR 952.235-70 KEY PERSONNEL (APR 1984)

The personnel specified in an attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contracting Officer. Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

#### 58. FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(a) Notwithstanding any other clause of this contract--

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

#### 59. FAR 52.243-2 CHANGES (COST-REIMBURSEMENT) ALTERNATES I AND V (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.)
- (3) Place of performance of the services.

(b) If any such change cause an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, of this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

~~ALTERNATE V (APR 1986)~~

~~Alternate paragraph (a) applies if the purpose of the contract is research and development.~~

~~(1) Drawings, designs, or specifications.~~

~~(2) Method of shipment or packing.~~

~~(3) Place of inspection, delivery, or acceptance.~~

**60. FAR 52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (JUL 1985)**

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if—

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$10,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$10,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontract was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant consideration controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to

quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) above without the consent of the Contracting Officer, unless this contract is for the acquisition of major systems, subsystems, or their components.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts that have been selected for special surveillance and identified in the Schedule of this contract.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation (FAR).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) (1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph "Quarterly limitation on payments statement" of the clause at 52.216-5, Price Redetermination—Prospective, 52.216-6, Price Redetermination—Retroactive, 52.216-16, Incentive Price Revision—Firm Target, or 52.216-17, Incentive Price Revision—Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.

(2) Additionally, the Contractor shall include in each cost-reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

**61. FAR 52.244-5 COMPETITION IN SUBCONTRACTING (APR 1984)**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

**62. DEAR 952.245-5 GOVERNMENT PROPERTY-COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS (JAN 1986)**

**(a) Government-furnished property.**

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

**(b) Changes in Government-furnished property.**

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any—

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

**(c) Title.**

(1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property or use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

**(d) Use of Government property.**

The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

**(e) Property administration.**

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5 as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

**(f) Access.**

The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

**(g) Limited risk of loss.**

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)—

- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
- (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
- (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
- (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and

administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage—

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of—

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of over head, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment.

When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for—

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises.

Unless otherwise provided herein, the Government—

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment,

disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications.

All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

**63. ~~FEAR 52.246-6~~ GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME & MATERIAL, OR LABOR HOUR CONTRACTS) ALTERNATE I (JUL 1985)**

*NOTE: Substitute this paragraph (c) for paragraph (c) of the clause above if the contract is for research at nonprofit institutions of higher education or other nonprofit organizations whose primary purpose is the conduct of scientific research as may be indicated in Section H of the contract.*

(c) Title.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract and that, under the provisions of this contract is to vest in the Government, shall pass to and vest in the Government upon the vendor's delivery of such property. Title to all other property, the cost of which is to be reimbursed to the Contractor under this contract and that under the provisions of this contract is to vest in the Government, shall pass to and vest in the Government upon -

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or its use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) Title to equipment (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible; provided, that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to equipment purchased with funds available for research and having an acquisition cost of \$5,000 or more shall vest as set forth in the contract. If title to equipment vests in the Contractor under this subparagraph (c)(4), the Contractor agrees that no share will be made to the Government for any depreciation, amortization, or use under any existing or future Government contract or subcontract thereunder. The Contractor shall furnish the Contracting Officer a list of all equipment to which title is vested in the Contractor under this subparagraph (c)(4) within 10 days following the end of the calendar quarter during which it was received.

(5) Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this contract, the Contractor accepts and agrees that:

~~"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)."~~

**64. FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)**

*NOTE: This clause applies unless the contract is for research and development.*

(a) Definition. "Services" as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

**65. ~~FAR 52.246-6~~ INSPECTION OF RESEARCH AND DEVELOPMENT (COST-REIMBURSEMENT) BASIC AND ALTERNATE I (APR 1984)**

*NOTE: This clause applies if the contract is for the conduct of research and development.*

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Work," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

~~(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.~~

~~(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.~~

~~(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to replace or correct work not meeting contract requirements. Time devoted to the replacement or correction of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be determined as specified in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance work required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.~~

~~(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may-~~

~~(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or make an equitable reduction in any fixed fee paid or payable under the contract;~~

~~(ii) Require delivery of any undelivered articles and shall have the right to make an equitable reduction in any fixed fee paid or payable under the contract; or~~

~~(iii) Terminate the contract for default.~~

~~(2) Failure to agree on the amount of increased cost to be charged the Contractor or to the reduction in fixed fee shall be a dispute.~~

~~(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.~~

~~(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.~~

~~(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.~~

~~(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.~~

#### ALTERNATE I (APR 1984)

*If the contract is on a no fee basis, substitute the following paragraphs (f) and (g) for those of the above clause.*

~~(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to correct or replace work not meeting contract requirements. Time devoted to the correction or replacement of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph~~

~~(g) below, the allowability of the cost of any such replacement or correction shall be determined as specified in the Allowable Cost and Payment clause. The Contractor shall not tender for acceptance corrected work without disclosing the former requirement for correction, and, when required, shall disclose the corrective action taken.~~

~~(g) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may (1) by contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost, (2) require delivery of any undelivered articles, or (3) terminate the contract for default. Failure to agree on the amount of increased cost to be charged to the Contractor shall be a dispute.~~

#### ~~66. FAR 52.246-25 LIMITATION OF LIABILITY SERVICES (APR 1984)~~

~~(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.~~

~~(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-~~

~~(1) All or substantially all of the Contractor's business;~~

~~(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or~~

~~(3) A separate and complete major industrial operation connected with the performance of this contract.~~

~~(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.~~

~~(d) The Contractor shall include this clause, including this paragraph (d), supplemented as necessary to reflect the relationship of the contracting parties, in all subcontracts over \$25,000.~~

#### 67. FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (APR 1984)

~~(a) "International air transportation," as used in this clause, means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States," as used in this clause, means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.~~

~~"U.S.-flag air carrier," as used in this clause, means an air carrier holding a certificate under section 401 of the Federal Aviation Act of 1958 (49 U.S.C. 1371).~~

~~(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 1517) (Fly America Act) requires that all Federal agencies and Government contractors~~

and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) The Contractor agrees, in performing work under this contract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a certification on vouchers involving such transportation essentially as follows:

**CERTIFICATION OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS**

I hereby certify that international air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): State reasons: .....

(End of certification)

(e) The Contractor shall include the substance of this clause, including the paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

**68. FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 1984)**

(a) The Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are:

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.
- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) Except for small purchases as described in 48 CFR 13, the Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract. (e) The requirement in paragraph (a) does not apply to—

- (1) Small purchases as defined in 48 CFR 13;
  - (2) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;
  - (3) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353); and
  - (4) Shipments of classified supplies when the classification prohibits the use of non-Government vessels.
- (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, Phone: 202-426-4610.

**69. DEAR 952.247-70 FOREIGN TRAVEL (APR 1984)**

(a) Foreign travel, when charged directly, shall be subject to the prior approval of the contracting officer for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions.

(b) Request for approval shall be submitted at least 45 days prior to the planned departure date, be on a Request for Approval of Foreign Travel form, and when applicable, include a notification of proposed soviet-bloc travel.

~~**70. FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NON-PROFIT INSTITUTIONS) (APR 1984)**~~

~~NOTE: This clause applies if the contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis.~~

~~(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.~~

~~(b) After receipt of a Notice of Termination and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations:~~

- ~~(1) Stop work as specified in the notice.~~
- ~~(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.~~
- ~~(3) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.~~
- ~~(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or pay any termination settlement proposal arising out of these terminations.~~

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government any information and items that, if the contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated and (ii) completed or partially completed plans, drawings, and information.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, termination inventory other than that retained by the Government under subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly but no later than 1 year from the effective date of termination unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. If the Contractor fails to submit the termination settlement proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(d) Subject to paragraph (c) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. This amount may include reasonable cancellation charges incurred by the Contractor and any reasonable loss on outstanding commitments for personal services that the Contractor is unable to cancel; provided, that the Contractor exercised reasonable diligence in diverting such commitments to other operations. The contract shall be amended and the Contractor paid the agreed amount.

(e) The cost principles and procedures in Subpart 31.3 of the Federal Acquisition Regulation (FAR), in effect on the date of the contract, shall govern all costs claimed, agreed to, or determined under this clause; however, if the Contractor is not an educational institution, and is a nonprofit organization under Office of Management and Budget (OMB) Circular A-22, "Cost Principles for Nonprofit Organizations," July 8, 1980, those cost principles shall apply; provided, that if the Contractor is a nonprofit institution listed in Attachment C of OMB Circular A-122, the cost principles at FAR 31.2 for commercial organizations shall apply to such contractor.

(f) The Government may, under the terms and conditions it prescribes, make partial payments against costs incurred by the Contractor for the terminated portion of this contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(g) The Contractor has the right of appeal as provided under the Disputes clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (c) and failed to request a time extension, there is no right of appeal.

#### 71. FAR 53.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 1986)

*NOTE: This clause applies to this contract unless the contractor is an educational or nonprofit institution, and the contract makes no provision for the payment of a profit or fee.*

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer

~~or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.~~

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) above, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(g) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (1) above.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under ~~the contract, but excluding subcontract effort included in~~

~~subcontractors' termination proposals, less previous payments for fee.~~

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (g)(4) above.

(h) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(i) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e) or (g) above or paragraph (k) below, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (e), (g) or (k), the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(j) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government, to any equitable adjustment in fee for the continued portion of

(k) The Contractor and Contracting Officer must agree the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(l) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(m) The provisions of this clause relating to fee are inapplicable ~~if this contract does not include a fee.~~

## 72. FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the

Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

### 73. DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (APR 1989)

(a) Contracted airlines. Airlines participating in travel discounts are listed in the Federal Travel Directory (FTD), published monthly by the General Services Administration (GSA). Regulations governing the use of contracted airlines are contained in the Federal Property Management Regulation (FPMR), Temporary Regulation A-30. Temporary Regulation A-30 stipulates that cost-reimbursable contractor employees may obtain discount air fares by use of a Government Transportation Request (GTR), Standard Form 1169, cash or personal credit cards. When the GTR is used, contracting officers may issue a blanket GTR for a period of not less than two weeks nor more than one month. In unusual circumstances, such as prolonged or international travel, the contracting officer may extend the period for which a blanket GTR is effective to a maximum of three months. Contractors will ensure that their employees traveling under GTR's provide the GTR number to the contracted airlines for entry on individual tickets and on month-end billings to the contractor.

(b) Hotels/motels. Participating hotels and motels which extend discounts are listed in the FTD, which shows rates, facilities, and identifies by code those which offer reduced rates to cost-reimbursable contractor employees while traveling on official contract business.

(c) Car rentals. The Military Traffic Management Command (MTMC) Department of Defense, negotiates rate agreements with car rental companies for special flat rates and unlimited mileage. Participating car rental companies which offer these terms on to cost-reimbursable contractor employees while traveling on official contract business are listed in the FTD.

(d) Procedures for obtaining service. (1) Identification and method of payment requirements for participating Federal contracted airlines are listed in the FTR. Travel discount air fares may be ordered by the issuance of a GTR either directly to the contractor, or to a Scheduled Airline Travel Office (SATO) or Federal Travel Management Center (FTMC), provided the letter of identification signed by the cognizant contracting officer accompanies the order. In appropriate instances, such as geographical proximity, contractors may obtain discount air fares through a DOE office or a cooperating local travel agency when neither a SATO or FTMC is available. Some airlines allow the purchase of discounted air fares with cash or credit card. (2) In the case of hotel and motel accommodations, reservations may be made by the contractor employee directly with the hotel or motel but the employee must display, on arrival, the letter of identification and any other identification required by the hotel or motel proprietorship. (3) For car rentals, generally the same procedures as in (d)(2) above will be followed in arranging reservations and obtaining discounts.

(e) Standard letter of identification. Contractors shall prepare for the authorizing contracting officer a letter of identification based on the following format:

Format for Government Contractors to Quality for Travel Discounts (To be typed on agency official letterhead)

To: (Source of ticketing, accommodations or rental)

Subject: Official Travel of Government Contractor

(Full name of traveler), bearer of this letter, is an employee of (company name) which is under contract to this agency under the Government contract (contract number). During the period of the contract (give dates), the employee is eligible and authorized to use available discount rates for contract-related travel in accordance with your contract and/or agreement with the Federal Government.

(Signature, title and telephone number of the contracting officer)

### 74. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

### ~~75. DOE PR 9-9.102-1 AUTHORIZATION AND CONSENT (JUN 1979)~~

*NOTE: This clause applies to this contract only if chosen elsewhere in this contract.*

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract), of any invention described in and covered by a patent of the United States (a) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (b) utilized in the machinery, tools or methods, the user of which necessarily results from compliance by the contractor or the using subcontractor with (i) specifications or written provisions now or hereafter forming a part of this contract, or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this contract or any subcontract hereunder (including all lower-tier subcontracts), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

### 76. DOE PR 9-9.102-2 AUTHORIZATION AND CONSENT (JUN 1979)

*NOTE: This clause applies to this contract unless the clause at DOE PR 9-9.102-1 above has been chosen elsewhere in this contract.*

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts).

### 77. DOE PR 9-9.104 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 1979)

*NOTE: The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.*

(a) The contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the contractor

shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the contractor has agreed to indemnify the Government.

(c) This clause shall be included in all subcontracts.

#### 78. DOE PR 9-9.110(c) REPORTING OF ROYALTIES (JUN 1979)

If this contract is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Government, the contractor agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this contract and prior to its completion or final settlement, the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

#### 79. FAR 52.227-14 RIGHTS IN DATA—GENERAL WITH ALTERNATES I AND V (JUN 1987)

*NOTE: This clause applies unless FAR 52.227-17 has been specified elsewhere in the contract.*

(a) Definitions.

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formula, and flow charts of the software.

"Limited rights data," as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Technical data, as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software. "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement

incorporated in and made part of this contract, including minor modifications of such computer software.

(b) Allocations of rights. (1) Except as provided in paragraph (c) below regarding copyright, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;  
(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited-rights data or restricted computer software in accordance with paragraph (g) below.

(2) The Contractor shall have the right to—

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) below;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) below;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) below; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) below.

(c) Copyright. (1) Data first produced in the performance of this contract. Unless provided otherwise in subparagraph (d) below, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgement of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computers software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 and 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (1) above; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) below if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyrights notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided below in this paragraph or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) The Contractor agrees not to establish claim to copyright in computer software first produced in the performance of this contract without prior written permission of the Contracting Officer. When such permission is granted, the Contracting Officer shall specify appropriate terms to assure dissemination of the software. The Contractor shall promptly deliver to the Contracting Officer or to the Patent Counsel designated by the Contracting Officer a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled, and other terms pertaining to the computer software to which claim to copyright is made.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraphs (g)(2) or (g)(3) below and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the contracting officer may at any time either return the data to the contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The contracting officer shall make written inquiry to the contractor affording the contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings:

(ii) If the contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the contracting officer for good cause shown, the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (i) above, the contracting officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the contracting officer determines that the markings are authorized, the contractor shall be so notified in writing. If the contracting officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the contracting officer shall furnish the contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the contractor files suit in a court of competent jurisdiction within 90 days of receipt of the contracting officer's decision. The Government shall continue to abide by the markings under this subdivision (iii) until final resolution of the matter either by the contracting officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (1) above may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) below, or the copyright notice required by paragraph (c) above, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subparagraphs (b)(1)(i), (ii), and (iii) above are specified to be delivered under this contract and qualify as either limited-rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this Contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government is to be treated as limited rights data and not restricted computer software.

(2) [Reserved.]

(3) [Reserved.]

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a sub-contractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g) (1) above, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

#### 80. FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

*NOTE: This clause does not apply to this contract if the contract is for the conduct of basic or applied research, as set out elsewhere in this contract, to be performed solely by a college or university, and the estimated cost is not in excess of \$500,000.*

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data—General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in (a) above.

#### ~~81. FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (JUN 1987)~~

*NOTE: This clause applies only if specified elsewhere in the contract.*

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights (1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

~~(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.~~

~~(c) Copyright. (1) Data first produced in the performance of this contract.~~

~~(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.~~

~~(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.~~

~~(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.~~

~~(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.~~

~~(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.~~

#### 82. FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

**83. DEAR 952.227-71 PATENT RIGHTS - SMALL BUSINESS FIRMS OR NONPROFIT ORGANIZATIONS (OTHER THAN M&Os) (APR 1987)**

*NOTE: This clause applies to this contract only if the contractor is a domestic small business or domestic nonprofit organization at the time of contracting.*

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code (U.S.C.) or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) "Subject Invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant the date of determination (as defined in section 44(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a small business concern as defined at Section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standard for small business concerns involved in Government procurement and subcontracting, at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) "Patent Counsel" means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity.

(b) Allocation of principal rights.

(1) The contractor may retain the entire right, title and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(2) (Reserved.)

(c) Invention disclosure, election of title and filing of patent application by contractor.

(1) The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the Patent Counsel shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the Patent Counsel of the acceptance of any

manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Patent Counsel within two years of disclosure to the Patent Counsel. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by Patent Counsel to a date that is no more than sixty days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Patent Counsel, election, and filing, under subparagraphs (1), (2), and (3) may, at the discretion of the Patent Counsel be granted.

(d) Conditions when the Government may obtain title.

The contractor will convey to the DOE, upon written request, title to any subject invention:

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in (c) above, or elects not to retain title; provided that the DOE may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times;

(2) In those countries in which the contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the contractor has filed a patent application in a country after the time specified in (c) above prior to its receipt of the written request of the Patent Counsel, the contractor shall continue to retain title in that country; or

(3) In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to contractor and protection of the contractor right to file.

(1) The contractor will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the contractor fails to disclose the subject invention within the times specified in (c) above. The contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the contractor is a part and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of the part of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR 404 and 10 CFR 781. This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, DOE will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with 37 CFR 404 and 10 CFR Part 781, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest.

(1) The contractor agrees to execute or to have executed and promptly deliver to the Patent Counsel all instruments necessary to:

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and

(ii) Convey title to DOE when requested under (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under this contract in order that the contractor can comply with the disclosure provisions of (c) above and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by (c)(1) above. The contractor shall instruct such employees through the employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to United States or foreign statutory bars.

(3) The contractor will notify the Patent Counsel of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement "This invention was made with Government support under (identify the contract) awarded by the Department of Energy. The Government has certain rights in this invention."

(5) The contractor agrees to:

(i) Upon request, provide a report prior to the close-out of the contract listing all subject inventions or stating that there were none;

(ii) Provide, upon request, a copy of the patent application, filing date, serial number and title, patent number and issue date for any subject invention in any country in which the contractor has applied for a patent; and

(iii) Provide upon request, but not more than annually, listings of all subject inventions which were disclosed to DOE during the applicable reporting period.

(g) Subcontracts.

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or a domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, demonstration or

research work the patent rights clause of 41 CFR 9-9.107-5(a) or 9-9.107-6 as appropriate, modified to identify the parties.

(3) In the case of subcontracts at any tier, when the prime award with DOE was a contract (but not a grant or cooperative agreement) DOE, the subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause; provided however that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions.

The contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as DOE may reasonably specify. The contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the contractor.

(i) Preference for United States industry.

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in-rights.

The contractor agrees that with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of DOE to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the contractor is a nonprofit organization it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of DOE, except where such

assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when DOE deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary of Commerce may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary of Commerce's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communications. The DOE central point of contact for communications or matters relating to this clause is the Patent Counsel.

#### 84. DEAR 927.300(a) PATENT RIGHTS--LONG FORM (APR 1984)

*NOTE: This clause applies to this contract unless the contractor is a domestic small business or domestic nonprofit organization at the time of award or unless the clause at DOE PR 9-9.107-6 is chosen elsewhere in this contract.*

##### (a) Definitions.

(1) "Subject invention" means any invention or discovery of the contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine manufacture, design or composition of matter, or any new and useful improvement thereof or any variety of plants, whether patented or unpatented under the Patent Laws of the United States of America or any foreign country.

(2) "Contract" means any contract, grant, agreement, understanding, or other arrangement, which includes research, development, or demonstration work, and includes any assignment or substitution of parties.

(3) "States and domestic municipal governments" means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, the Trust Territory of the Pacific Islands, and any political subdivision and agencies thereof.

(4) "Government agency" includes an executive department, independent commission, board, office, agency, administration, authority, government corporation, or other Government establishment of the Executive Branch of the Government of the United States of America.

(5) "To the point of practical application" means to manufacture, in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.

(6) "Patent Counsel" means the Department of Energy Patent Counsel assisting the procuring activity.

##### (b) Allocation of principal rights.

(1) Assignment to the Government. (1) The contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention, except to the extent that rights are retained by the contractor under paragraphs (b)(2) and (c) of this clause.

(2) Greater rights determinations. The contractor or the employee-inventor with authorization of the contractor may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph (c) of this clause on identified inventions in accordance with 41 CFR 9-9.109-6(d). Such requests must be submitted to Patent Counsel (with notification by Patent Counsel to the Contracting Officer) at the time of the first disclosure pursuant to paragraph (e)(2) of this clause, or not later than 9 months after conception or first actual reduction to practice, whichever occurs first, or such longer periods as may be authorized by Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the contractor.

##### (c) Minimum rights to the contractor.

(1) Contractor license. The contractor reserves a revocable, nonexclusive, paid-up license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title. The license shall extend to the contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of the contractor's business to which the invention pertains.

(2) Revocation limitations. The contractor's nonexclusive license retained pursuant to paragraph (c)(1) of this clause and sublicenses granted thereunder may be revoked or modified by DOE, either in whole or in part, only to the extent necessary to achieve expeditious practical application of the subject invention under DOE's published licensing regulations (10 CFR 781), and only to the extent an exclusive license is actually granted. This license shall not be revoked in that field of use and/or the geographical areas in which the contractor, or its sublicensee, has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public, or is expected to do so within a reasonable time.

(3) Revocation procedures. Before modification or revocation of the license or sublicense, pursuant to paragraph (c)(2) of this clause, DOE shall furnish the contractor a written notice of its intention to modify or revoke the license and any sublicense thereunder, and the contractor shall be allowed 30 days, or such longer periods as may be authorized by the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the contractor, after such notice to show cause why the license or any sublicense should not be modified or revoked. The contractor shall have the right to appeal, in accordance with 10 CFR 781, any decision concerning the modification or revocation of his license or any sublicense.

(4) Foreign patent rights. Upon written request to Patent Counsel (with notification by Patent Counsel to the Contracting Officer), and subject to DOE security regulations and requirements, there shall be reserved to the contractor, or the employee inventor with authorization of the contractor, the patent rights to a subject invention in any foreign country where the Government has elected not to secure such rights provided:

(i) The recipient of such rights, when specifically requested by DOE and three years after issuance of a foreign patent disclosing said subject invention, shall furnish DOE a report setting forth:

(A) The commercial use that is being made, or is intended to be made, of said invention, and

(B) The steps taken to bring the invention to the point of practical application or to make the invention available for licensing.

(ii) The Government shall retain at least an irrevocable, nonexclusive, paid-up license to make, use, and sell the invention throughout the world by or on behalf of the Government (including any Government agency) and States and domestic municipal governments, unless the Head of the Agency or designee determines that it would not be in the public interest to acquire the license for the States and domestic municipal governments.

(iii) Subject to the rights granted in (c)(1), (2) and (3) of this clause, the Head of the Agency or designee shall have the right to terminate the foreign patent rights granted in this paragraph (c)(4) in whole or in part unless the recipient of such rights demonstrates to the satisfaction of the Head of the Agency or designee that effective steps necessary to accomplish substantial utilization of the invention have been taken or within a reasonable time will be taken.

(iv) Subject to the rights granted in (c)(1), (2) and (3) of this clause, the Head of the Agency or designee shall have the right, commencing four years after foreign patent rights are accorded under this paragraph (c)(4), to require the granting of a nonexclusive or partially exclusive license to a responsible applicant or applicants, upon terms reasonable under the circumstances, and in appropriate circumstances to terminate said foreign patent rights in whole or in part, following a hearing upon notice thereof to the public, upon a petition by an interested person justifying such hearing:

(A) If the Head of the Agency or designee determines, upon review of such material as he deems relevant, and after the recipient of such rights or other interested person has had the opportunity to provide such relevant and material information as the Head of the Agency or designee may require, that such foreign patent rights have tended substantially to lessen competition or to result in undue market concentration in any section of the United States in any line of commerce to which the technology relates; or

(B) Unless the recipient of such rights demonstrates to the satisfaction of the Head of the Agency or designee at such hearing that the recipient has taken effective steps, or within a reasonable time thereafter is expected to take such steps, necessary to accomplish substantial utilization of the invention.

(d) Filing of patent applications.

(1) With respect to each subject invention in which the contractor or the inventor requests foreign patent rights in accordance with paragraph (c)(4) of this clause, a request may also be made for the right to file and prosecute the U.S. application on behalf of the U.S. Government. If such request is granted, the contractor or inventor shall file a domestic patent application on the invention within 6 months after the request for foreign patent rights is granted, or such longer period of time as may be approved by the Patent Counsel for good cause shown in writing by the requestor. With respect to the invention, the requestor shall promptly notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) of any decision not to file an application.

(2) For each subject invention on which a domestic patent application is filed by the contractor or inventor, the contractor or inventor shall:

(i) Within 2 months after the filing of a patent application or within 2 months after submission of the invention disclosure, if the patent application has been filed previously, deliver to the Patent Counsel a copy of the application as filed including the filing date and serial number;

(ii) Within 6 months after filing the application or within 6 months after submitting the invention disclosure if the application has been filed previously, deliver to the Patent Counsel a duly executed and approved assignment to the Government, on a form specified by the Government;

(iii) Provide the Patent Counsel with the original patent grant promptly after a patent is issued on the application; and

(iv) Not less than 30 days before the expiration of the response period for any action required by the Patent and Trademark Office, notify the Patent Counsel of any decision not to continue prosecution of the application.

(3) With respect to each subject invention in which the contractor or inventor has requested foreign patent rights, the contractor or inventor shall file a patent application on the invention in each foreign country in which such request is granted, in accordance with applicable statutes and regulations, and within one of the following periods:

(i) Eight months from the date of filing a corresponding United States application, or if such an application is not filed, six months from the date the request was granted.

(ii) Six months from the date a license is granted by the Commissioner of Patents and Trademarks to file the foreign patent application, where such filing has been prohibited by security reasons; or

(iii) Such longer periods as may be approved by the Patent Counsel for good cause shown in writing by the contractor or inventor.

(4) Subject to the license specified in paragraphs (c)(1), (2) and (3) of this clause, the contractor or inventor agrees to convey to the Government, upon request, the entire right, title, and interest in any foreign country in which the contractor or inventor fails to have a patent application filed in accordance with paragraph (d)(3) of this clause, or decides not to continue prosecution or to pay any maintenance fees covering the invention. To avoid forfeiture of the patent application or patent, the contractor or inventor shall, not less than 60 days before the expiration period for any action required by any patent office, notify the Patent Counsel of such failure or decision, and deliver to the Patent Counsel, the executed instruments necessary for the conveyance specified in this paragraph.

(e) Invention identification, disclosures, and reports.

(1) The contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records which show that the procedures for identifying and disclosing the inventions are followed. Upon request, the contractor shall furnish the Contracting Officer a description of these procedures so that he may evaluate and determine their effectiveness.

(2) The contractor shall furnish the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) on a DOE-approved form:

(i) A written report containing full and complete technical information concerning each subject invention within 6 months after conception or first actual reduction to practice, whichever occurs first in the course of or under this contract, but in any event, prior to any sale, public use, or public disclosure of such invention known to the contractor. The report shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains, a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention. The report should also include any request for foreign patent rights under paragraph (c)(4) of this clause and any request to file a domestic patent application under (d)(1) of this clause. However, such request shall be made within the period set forth in paragraph (b)(2) of this clause. When an invention is reported under this paragraph (e)(2)(i), it shall be presumed to have been conceived or first actually reduced to practice in the course of or under the contract, unless the contractor contends it was not so made, in accordance with paragraph (g)(2)(ii) or this clause.

(ii) Upon request, but not more than annually, interim reports on a DOE-approved form listing subject inventions and subcontracts award(s) containing a Patent Rights clause for that period and certifying that:

(A) The contractor's procedures for identifying and disclosing subject inventions as required by this paragraph (e) have been followed throughout the reporting period;

(B) All subject inventions have been disclosed or that there are no such inventions; and

(C) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded;

(iii) A final report on a DOE-approved form within three months after completion of the contract work listing all subject inventions and all subcontracts awarded containing a Patent Rights clause and certifying that:

(A) All subject inventions have been disclosed or that there were no such inventions; and

(B) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded.

(3) The contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons in its employ who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.

(4) The contractor agrees that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause. If the contractor is to file a foreign patent application on a subject invention, the Government agrees, upon written request, to use its best efforts to withhold publication of such invention disclosures until the expiration of the time period specified in paragraph (d)(1) of this clause, but in no event shall the Government or its employees be liable for any publication thereof.

(f) Publication:

It is recognized that during the course of the work under this contract, the contractor or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the contractor, patent approval for release or publication shall be secured from Patent Counsel prior to any such release or publication.

(g) Forfeiture of rights in unreported subject inventions.

(1) The contractor shall forfeit to the Government, at the request of the Head of the Agency or designee, all rights in any subject invention which the contractor fails to report to Patent Counsel (with notification by Patent Counsel to the Contracting Officer) within 6 months after the time the contractor:

(i) Files or causes to be filed a United States or foreign patent application thereon; or

(ii) Submits the final report required by paragraph (e)(2)(iii) of this clause, whichever is later.

(2) However, the contractor shall not forfeit rights in a subject invention if, within the time specified, in (1)(i) or (1)(ii) of this paragraph (g), the contractor:

(i) prepares a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract and delivers the same to Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or

(ii) contending that the invention is not a subject invention the contractor nevertheless discloses the invention and all facts pertinent to this contention to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or

(iii) establishes that the failure to disclose did not result from the contractor's fault or negligence.

(3) Pending written assignment of the patent application and patents on a subject invention determined by the Head of the Agency or designee to be forfeited (such determination to be a final decision under the Disputes clause of this contract), the contractor shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph (g) shall be in addition to and shall not supersede other rights and remedies which the Government may have with respect to subject inventions.

(h) Examination of records relating to inventions.

(1) The Contracting Officer or his authorized representative, until the expiration of 3 years after final payment under this contract, shall have the right to examine any books (including laboratory notebooks), records, documents, and other supporting data of the contractor which the Contracting Officer or his authorized representative reasonably deem pertinent to the discovery or identification of subject inventions or to determine compliance with the requirements of this clause.

(2) The Contracting Officer or authorized representative shall have the right to examine all books (including laboratory notebooks), records and documents of the contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether any such inventions are subject inventions, if the contractor refuses or fails to:

(i) establish the procedures of paragraph (e)(1) of this clause; or

(ii) maintain and follow such procedures; or

(iii) correct or eliminate any material deficiency in the procedures within thirty days after the Contracting Officer notifies the contractor of such a deficiency.

(i) Withholding of payment (not applicable to subcontracts).

(1) Any time before final payment of the amount of this contract, the Contracting Officer may, if he deems such action warranted, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if in his opinion the contractor fails to:

(i) establish, maintain and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph (e)(1) of this clause; or

(ii) disclose any subject invention pursuant to paragraph (e)(2)(i) of this clause, or

(iii) deliver the interim reports pursuant to paragraph (e)(2)(ii) of this clause; or

(iv) provide the information regarding subcontracts pursuant to paragraph (j)(5) of this clause; or

(v) convey to the Government, using a DOE-approved form, the title and/or rights of the Government in each subject invention as required by this clause.

(2) The reserve or balance shall be withheld until the Contracting Officer has determined that the contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made by the Contracting Officer before the contractor delivers to Patent Counsel all disclosures of subject inventions and other information required by (e)(2)(i) of this clause, the final report required by (e)(2)(iii) of this clause, and Patent Counsel has issued a patent clearance certification to the Contracting Officer.

(4) The Contracting Officer may, in his discretion, decrease or increase the sums withheld up to the maximum authorized above. If the contractor is a non-profit organization, the maximum amount that may be withheld under this paragraph shall not exceed \$50,000 or 1 percent of the amount of this contract, whichever is less. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions

of the contract. The withholding of any amount or subsequent payment thereof shall not be construed as a waiver of any rights accruing to the Government under this contract.

(j) Subcontracts.

(1) For the purpose of this paragraph the term "contractor" means the party awarding a subcontract and the term "subcontractor" means the party being awarded a subcontract, regardless of tier.

(2) The contractor will include the clause at 952.227-71 "Patent Rights—Small Business Firms or Nonprofit Organizations" of the Department of Energy Acquisition Regulation 48 CFR Part 952 suitably modified to identify the parties, in all subcontracts regardless of tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization. In all other subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work, the contractor will include the Patent Rights clause of 41 CFR 9-9.107-5(a) or 41 9-9.107-6 as appropriate, modified to identify the parties. In the event of a refusal by a subcontractor to accept this clause, or if in the opinion of the contractor this clause is inconsistent with DOE's patent policies, the contractor:

(i) shall promptly submit written notice to the Contracting Officer setting forth reasons for the subcontractor refusal and other pertinent information which may expedite disposition of the matter; and

(ii) shall not proceed with the subcontract without written authorization of the Contracting Officer.

(3) Except as may be otherwise provided in this clause, the contractor shall not, in any subcontract by using a subcontract as consideration therefor, acquire any rights in its subcontractor's subject invention for the contractor's own use (as distinguished from such rights as may be required solely to fulfill the contractor's contract obligations to the Government in the performance of this contract).

(4) All invention disclosures, reports, instruments, and other information required to be furnished by the subcontractor to DOE, under the provisions of a Patent Rights clause in any subcontract hereunder may, in the discretion of the Contracting Officer, be furnished to the contractor for transmission to DOE.

(5) The contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the subcontractor, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon the request of the Contracting Officer, the contractor shall furnish a copy of the subcontract.

(6) The contractor shall identify all subject inventions of the subcontractor of which it acquires knowledge in the performance of this contract and shall notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) promptly upon the identification of the inventions.

(7) It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in subject inventions, and the contractor hereby assigns to the Government all rights that the contractor would have to enforce the subcontractor's obligations for the benefit of the Government with respect to subject inventions. The contractor shall not be obligated to enforce the agreements of any subcontractor hereunder relating to the obligations of the subcontractor to the Government regarding subject inventions.

(k) Background Patents.

(1) "Background Patent" means a domestic patent covering an invention or discovery which is not a subject invention and which is owned or controlled by the contractor at any time through the completion of this contract:

(i) Which the contractor, but not the Government, has the right to license to others without obligation to pay royalties thereon, and

(ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

(2) The contractor agrees to and does hereby grant to the Government a royalty-free, nonexclusive, license under any background patent for purposes of practicing a subject of this contract by or for the Government in research, development, and demonstration work only.

(3) The contractor also agrees that upon written application by DOE, it will grant to responsible parties for purposes of practicing a subject of this contract, nonexclusive licenses under any background patent on terms that are reasonable under the circumstances. If, however, the contractor believes that exclusive or partially exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to DOE for DOE approval of such licensing by the contractor.

(4) Notwithstanding the foregoing paragraph (k)(3), the contractor shall not be obligated to license any background patent if the contractor demonstrates to the satisfaction of the Head of the Agency or designee that:

(i) a competitive alternative to the subject matter covered by said background patent is commercially available or readily introducible from one or more other sources; or

(ii) the contractor or its licensees are supplying the subject matter covered by said background patent in sufficient quantity and at reasonable prices to satisfy market needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

(l) Atomic energy.

(1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Except as otherwise authorized in writing by the Contracting Officer, the contractor will obtain patent agreements to effectuate the provisions of paragraph (l)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(m) Limitation of rights.

Nothing contained in this patent rights clause shall be deemed to give the Government any rights with respect to any invention other than a subject invention except as set forth in the Patent Rights clause of this contract with respect to background patents and, if included, the facilities licenses.

~~93. DEAR 927.300(a) PATENT RIGHTS SHORT FORM (APR 1984)~~

~~NOTE: This clause applies to this contract only if chosen elsewhere in this contract.~~

~~(a) Definitions.~~

~~(1) "Subject invention" means any invention or discovery of the contractor conceived or first actually reduced to practice in the course of performance of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented, under the patent laws of the United States of America or any foreign country.~~

~~(2) "Patent Counsel" means the DOE Patent Counsel assisting the procuring activity.~~

~~(b) Invention disclosures and reports.~~

~~(1) The contractor shall furnish the Patent Counsel (with notification by Patent Counsel to the Contracting Officer):~~

~~(i) A written report containing full and complete technical information concerning each subject invention within 6 months after~~

~~conception or first actual reduction to practice but in any event prior to any on sale, public use, or public disclosure of such invention known to the contractor. The report shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;~~

~~(ii) Upon request, but not more than annually, interim reports on a DOE-approved form listing subject inventions for that period and certifying that all subject inventions have been disclosed or that there were no such inventions; and~~

~~(iii) A final report on a DOE-approved form within 3 months after completion of the contract work listing all subject inventions and certifying that all subject inventions have been disclosed or that there were no such inventions.~~

~~(2) The contractor agrees that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to the contract.~~

~~(c) Allocation of principal rights.~~

~~(1) Assignment to the Government. The contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention, except to the extent that rights are retained by the contractor under paragraphs (c)(2) and (d) of this clause.~~

~~(2) Greater rights determination. The contractor, or the employee-inventor with authorization of the contractor, may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph (d) of this clause on identified inventions in accordance with the procedure and criteria of 41 CFR 9-9.109-6(d). A request for a determination of whether the contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) at the time of the first disclosure of the invention pursuant to paragraph (b)(1) of this clause or not later than 9 months after conception or first actual reduction to practice, whichever occurs first, or such longer period as may be authorized by the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the contractor. The information to be submitted for a greater rights determination is specified in 41 CFR 9-9.109-6(e).~~

~~(d) Minimum rights to the contractor.~~

~~The contractor reserves a revocable, nonexclusive, paid-up license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title. Revocation shall be in accordance with the procedure of paragraphs (c)(2) and (3) of the clause in 41 CFR 9-9.107-5(a). The contractor also has the right to request foreign rights in accordance with the procedures of paragraph (c)(4) of the clause in 41 CFR 9-9.107-5(a).~~

~~(e) Employee and subcontractor agreements.~~

~~Unless otherwise authorized in writing by the Contracting Officer, the contractor shall:~~

~~(1) Obtain patent agreements to effectuate the provisions of the Patent Rights clause from all persons who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.~~

~~(2) The contractor will include the clause at 952.227-71 "Patent Rights - Small Business Firms or Nonprofit Organizations" of the Department of Energy Acquisition Regulation 48 CFR Part 952 suitably modified to identify the parties, in all subcontracts regardless of tier, for experimental, developmental, demonstration or research work to be performed by a domestic small business firm or domestic non-profit organization. In all other subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work, the contractor will include the Patent Rights clause of 41 CFR 9-9.107-5(a) or 41 9-9.107-6 as appropriate, modified to identify the parties; and~~

~~(3) Promptly notify the Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the subcontractor, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon the request of the Contracting Officer, the contractor shall furnish a copy of the subcontract to such requester.~~

~~(f) Atomic energy.~~

~~(1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the contractor or its employees with respect to any inventions or discovery made or conceived in the course of or under this contract.~~

~~(2) Except as otherwise authorized in writing by the Contracting Officer, the contractor will obtain patent agreements to effectuate the provisions of paragraph (f)(1) of the clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.~~

~~(g) Publication.~~

~~In order that information concerning scientific or technical developments conceived or first actually reduced to practice in the course of or under the contract is not prematurely published so as to adversely affect patent interest of DOE, the Contractor agrees to submit to the Patent Counsel for patent review a copy of each paper 60 days period prior to its intended publication date. The Contractor may publish such information after expiration of a 60-day period following such submission or prior thereto if specifically approved by the Patent Counsel, unless the Contractor is informed (in writing within the 60-day period) that in order to protect patentable subject matter, publication must further be delayed. In this event, publication shall be delayed up to 100 days beyond the 60-day period or such longer period as mutually agreed to.~~

Tab  
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**PART III - SECTION J**

**LIST OF ATTACHMENTS**

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Attachment 2	Appendices
Appendix 1	WHC Organization Chart; Department Functional Responsibilities; Number of Employees by Labor Classification, Exempt/Nonexempt
Appendix 2	Interface Matrix with Hanford On-Site Contractors
Appendix 3	Site Support Services Handbook (* indicates mandatory services) and Types of Data Bases
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Attachment 6	Subcontracting Plan

REQUEST FOR PROPOSAL  
DE-RP06-92RL12367  
Section J

**ATTACHMENT 1**  
**HANFORD SITE STABILIZATION AGREEMENT**

SITE STABILIZATION AGREEMENT

FOR ALL CONSTRUCTION WORK

FOR THE



U. S. DEPARTMENT OF ENERGY

AT THE

HANFORD SITE

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DETERMINATION PURSUANT TO THE ACT OF AUGUST 28, 1958,  
72 STAT 972 PUBLIC LAW 85-804 (50 U.S.C. 1431-35)

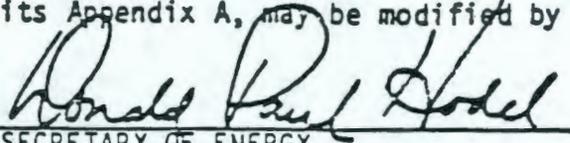
WHEREAS, a construction site labor agreement entitled "Site Stabilization Agreement For All Construction Work For The U. S. Department of Energy At The Hanford Site", applicable to all construction activities carried out for and administered by the Richland Operations Office (RL) of the United States Department of Energy (DOE) on the DOE's Hanford Site located at Richland, Washington, has been executed by J. A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., and the Building and Construction Trades Department, AFL-CIO, and its affiliated international unions, and the International Brotherhood of Teamsters, Chaffeurs, Warehousemen and Helpers of America; and,

WHEREAS, DOE has concluded that adherence to certain conditions of employment set forth in the aforementioned labor agreement (including, where applicable, the requirement set forth in that agreement to become a Party Signatory) by all contractors and subcontractors performing work, under contracts and subcontracts which are made subject to the Davis-Bacon Act at the DOE's Hanford Site, will promote stability, efficiency, and economy of performance of contracts and subcontracts which directly affect the national defense; and,

WHEREAS, prompt, orderly, and economic performance of such work may be seriously impeded by failure to require adherence to the contract clause attached hereto as Attachment No. 1 and by reference made a part of this Determination;

Therefore, pursuant to authority of Public Law 85-804 vested in the Secretary of DOE, by Executive Order 10789 of November 14, 1958, as amended, it is determined necessary in order to facilitate the national defense to include a clause in all DOE-RL contracts, and subcontracts thereunder, and amendments and modifications thereof, which are made subject to the Davis-Bacon Act at the DOE's Hanford Site, requiring that contractors and subcontractors shall adhere to certain conditions of employment as set forth in the contract clause attached hereto as Attachment I and by this reference made a part of this Determination.

The Manager, RL, is authorized (1) to modify Attachment I from time to time, and (2) to direct contractors to pay amounts for wages, fringe benefits, and other employee compensation as the aforementioned labor agreement, including its Appendix A, may be modified by agreement of the parties from time to time.

  
SECRETARY OF ENERGY

DATE JAN 16 1985

Attachment:  
Contract Clause

PROVISIONS FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS ADMINISTERED BY THE RICHLAND OPERATIONS OFFICE OF THE UNITED STATES DEPARTMENT OF ENERGY WHICH ARE SUBJECT TO THE DAVIS-BACON ACT AND PERFORMED AT THE HANFORD SITE

- (a) The Site Stabilization Agreement For All Construction Work For the U. S. Department Of Energy (DOE) At The Hanford Site, (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this Attachment I and attached hereto, consists of a Basic Agreement plus Appendix A dated September 10, 1984, signed by J. A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., The Building and Construction Trades Department, AFL-CIO, and its affiliated International Unions, and the International Brotherhood of Teamsters, Chaffeurs, Warehousemen and Helpers of America.
- (b) This Attachment I applies to employees performing work, under contracts (or subcontracts thereunder) administered by the Richland Operations Office of the U. S. Department of Energy (DOE-RL) which are subject to the Davis-Bacon Act, in the classifications set forth in the site Stabilization Agreement for work performed at the Hanford Site.
- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with the Local Union having jurisdiction over DOE-RL construction work performed at the Hanford site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph (c) above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
- |                  |  |
|------------------|--|
| (1) Article VII  | Employment, <u>Section 2</u> only                                |
| (2) Article XII  | Non-Signatory Contractor Requirements                            |
| (3) Article XIII | Hours of Work, Shifts, and Overtime                              |
| (4) Article XIV  | Holidays   |
| (5) Article XV   | Wage Scales and Fringe Benefits,<br><u>Sections 1 and 2</u> only |
| (6) Article XVII | Payment of Wages - Checking In & Out,<br><u>Section 3</u> only   |
| (7) Article XX   | General Working Conditions                                       |
| (8) Article XXI  | Safety and Health  |

- (e) The Contractor agrees to make no contributions in connection with this contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Office.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor relations in implementation thereof (29 CFR, Parts 1, 5).
- (g) The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including its Appendix A, may be modified by the parties thereto from time to time.
- (h)
  - (1) In the event of failure to comply with paragraphs (c), (d), (e), (f), and (g) above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting officer may withhold any payments due to the Contractor and may terminate the Contract for default.
  - (2) The rights and remedies of the Government provided in this Attachment I shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (i) The requirements of this Attachment I are in addition to, and shall not relieve the Contractor of any obligation imposed by other clauses of this Contract, including those entitled "Davis-Bacon Act", "Contract Work Hours and Safety Standards Act - Overtime Compensation", "Payrolls and Basic Records", "Compliance with Copeland Act Requirements", "Withholding", and "Contract Termination; Debarment".
- (j) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Attachment I, and to preserve such records during the course of work subject to this Attachment I, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c), (d), (e), (f), and (g) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him to interview employees during working hours on the job.
- (k) The Contractor agrees to insert the provisions of this Attachment I, including this paragraph (k), in all subcontracts for the performance of work subject to the Davis-Bacon Act administered by DOE-RL at the DOE's Hanford Site.

**SITE STABILIZATION AGREEMENT**

**HANFORD SITE**

THIS AGREEMENT made and entered into this 10th day of September, 1984, by and between J. A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., and other contractors and subcontractors who shall become signatory to this AGREEMENT hereinafter referred to as EMPLOYERS, performing construction work for the Department of Energy, or successor agency hereinafter called OWNER, on the Hanford Site and the Building and Construction Trades Department of the AFL-CIO and the International Unions affiliated therewith signatory hereto and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter collectively called UNIONS.

## ARTICLE I

### PURPOSE

The parties to this AGREEMENT recognize that the work covered by this AGREEMENT is specialized and unique construction requiring long periods of time, large scale capital outlays, exacting construction and performance standards including protection of the health and safety of the public and employees and a need for high labor skills for many operations and complex managerial organizations. The careful planning and scheduling of work operations can make a major contribution in this circumstance to cost reduction and more rapid job completion. The parties further recognize the national importance of nuclear energy in assuring adequate supplies of energy for economic growth and national defense, the creation of job opportunities, and for a greater degree of energy independence in the national interest. The parties believe that this AGREEMENT constitutes a vital contribution to the achievement of the objectives of national defense and a national energy policy.

It has been determined necessary, pursuant to the authority of Public Law 85-804, to facilitate such national defense and national interest to include a clause in OWNER contracts and subcontracts thereunder and the amendments and modifications thereof, for the performance of work under contracts and subcontracts which are subject to the Davis-Bacon Act within the Territory requiring such contractors and subcontractors to abide by the monetary provisions of this AGREEMENT.

The purposes of this AGREEMENT are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to provide the public with improved services and a better quality of product and workmanship, to provide uniformly standard working conditions for the efficient prosecution of the construction work, to prevent avoidable delays and expense and generally to encourage a spirit of helpful cooperation between the EMPLOYER and the UNION to the mutual advantage of the parties and the public.

## ARTICLE II

### SCOPE

Section 1. This AGREEMENT shall apply to all of the OWNER'S construction work performed by the EMPLOYERS within that territory known and referred to as "The Hanford Site" in Benton and Franklin Counties, Washington, the Boundaries of which are defined as follows:

That area located within the perimeter fence (except for the right-of-way of State Highway 240) surrounding the land under the jurisdiction of the

Department of Energy: and the 700 (DOE only), 1100, and 3000 areas and other lands outside the fenced area that are or come under the jurisdiction of the Department of Energy.

Section 2. This AGREEMENT shall not apply to work of the EMPLOYER being performed under the terms of the National Tank Manufacturer's Agreement, the Stack Agreement and the Cooling Tower Agreement.

This AGREEMENT shall not apply to the following:

- (A) Executives, engineers, superintendents, assistant superintendents, inspectors, QC, NDT, technical engineers, timekeepers, messengers, clerical office workers, guards, confidential employees, or any employees above general foreman.
- (B) Testing or inspection of equipment apparatus or systems of the OWNER, after such OWNER'S acceptance of and physical possession of such equipment apparatus, system, facility or component.
- (C) The deliveries of equipment, apparatus, machinery and construction material to the site of construction shall not come within the scope of this AGREEMENT until such equipment, apparatus, machinery and construction material is placed in possession and control of the EMPLOYER.

Section 3. In the event of a conflict between any provisions of this AGREEMENT and those existing in any other AGREEMENT, the terms of this AGREEMENT shall apply.

### ARTICLE III RECOGNITION

The EMPLOYER recognizes and acknowledges the UNION as the exclusive bargaining representative of all construction craft employees performing work covered by this AGREEMENT with respect to wages, hours and all other terms and conditions of employment.

### ARTICLE IV BARGAINING AGENT

Section 1. The EMPLOYERS are the principals and do not act as the agent of or bind the OWNER for any purpose relating to or arising out of the terms and conditions hereof. Each UNION signatory hereto agrees that it will confer and negotiate only with the EMPLOYERS or their duly authorized representatives on all matters in the administration, interpretation, and enforcement of the terms of this AGREEMENT.

Section 2. In the event of any violation of the terms of this AGREEMENT, the responsible and authorized representative of the UNIONS signatory hereto, or EMPLOYER, as the case may be, shall promptly take such affirmative action as is within their power immediately to correct and terminate the violation.

Section 3. It is further agreed that the liability of EMPLOYERS shall be several and not joint, and the liability of the UNIONS who accept, adopt or sign this AGREEMENT shall be several and not joint.

ARTICLE V  
ADMINISTRATION OF AGREEMENT

Section 1. The parties to this AGREEMENT shall establish a Hanford Administrative Committee consisting of EMPLOYER members and UNION members.

Section 2. The Hanford Administrative Committee shall meet as required to review the operation of this AGREEMENT.

Section 3. The procedures of operation and areas of responsibility of the Committee shall be determined by the Committee.

ARTICLE VI  
MANAGEMENT RIGHTS

The EMPLOYER retains full and exclusive authority for the management of its operations. The EMPLOYER shall direct his working force at his sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The EMPLOYER shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitation or restriction upon the choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, prefabricated or preassembled materials, tools, or other labor-saving devices. In the fabrication of preengineered equipment and preassembled items, the EMPLOYER may without restriction install or otherwise use materials, supplies, or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft customarily having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualification may participate in the installation, check-out or testing of specialized or unusual equipment or facilities.

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The EMPLOYER, therefore, retains all legal rights not specifically covered by this AGREEMENT.

ARTICLE VII  
EMPLOYMENT

Section 1.

The EMPLOYER acknowledges the UNION'S proficiency in the employment process; characterized by the maintenance of and ready access to a skilled manpower pool through its local, regional and national recruitment network. The UNIONS acknowledge the EMPLOYER'S right and unshared legal responsibility for the hiring of his employees. It is the intent, therefore, of the parties to establish the following employment procedure in view of the aforementioned acknowledgements.

Section 2.

The UNIONS and EMPLOYERS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, physical or mental handicap or disabled or Vietnam-era veteran status or any other basis recognized by law.

Section 3.

(A) EMPLOYERS performing construction work on the Site described in this AGREEMENT shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the UNIONS signatory hereto when such procedures are not in violation of Federal law. The EMPLOYER shall have the right to reject any applicant referred by the UNION.

(B) The EMPLOYER shall have the unqualified right to select and hire key personnel such as weldors and those possessing special skills and the UNIONS agree to refer the requested individuals subject to legal hiring hall provisions.

(C) In the event referral facilities maintained by the UNIONS are unable to fill the requisition of an EMPLOYER for employees within a forty-eight (48) hours period after such requisition is made by the EMPLOYER (Saturday, Sunday and holidays excepted); the EMPLOYER shall be free to obtain workmen from any source.

(D) The UNION represents that its local UNIONS administer and control their referrals, and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and nondiscrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect of obligation of UNION membership, policies or requirements.

(E) The UNIONS shall not knowingly refer employees currently employed by the EMPLOYER to other employment.

(F) The UNIONS shall exert their utmost efforts, including requesting assistance from other local UNIONS, to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the EMPLOYERS.

(G) The UNIONS agree to hold the EMPLOYERS harmless for any liability arising out of the improper administration by the UNION of the referral procedure.

ARTICLE VIII  
UNION SECURITY

Section 1. All employees covered by this AGREEMENT and coming under the jurisdiction of the UNIONS, as set forth in the Recognition Clause, Article III, shall, as a condition of employment, become members of the appropriate UNION within eight (8) days following the date of their employment, and shall remain members in good standing during the term of this AGREEMENT. "Good Standing" for the purpose of this AGREEMENT is interpreted to mean the payment or tender of initiation fees and periodic union dues uniformly required as a condition of acquiring or retaining membership. When an employee fails to tender to an

authorized agent of the UNION, such initiation fees or periodic union dues as are required for good standing membership, the EMPLOYER will, upon written request from the UNION, dismiss the employee at the close of shift during which said written request is furnished by the UNION to the EMPLOYER. Such written request from the UNION shall certify the delinquent employee's account with the UNION and shall be furnished by the UNION, one copy to be mailed or delivered to the project superintendent of the EMPLOYER, and one copy to the delinquent employee.

Section 2. Upon request by the UNION for the duration of any specific job, the EMPLOYER will notify the UNION as soon as possible, but within seven (7) days of the date of hire, of the names, addresses and date of hire of any newly employed employees covered by this AGREEMENT who were not referred by the UNION.

#### ARTICLE IX UNION REPRESENTATION

Section 1. Authorized representatives of the UNIONS shall have access to the project provided they do not unnecessarily interfere with the work of the employees and further provided that such representatives fully comply with the visitor, safety and security rules established for the particular project.

Section 2. Each of the UNIONS signatory hereto shall have the right to designate a working journeyman as steward for each EMPLOYER and the steward shall be recognized as the UNION's representative. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of that craft. If qualified, the steward shall be the last journeyman on the project. The steward shall not perform supervisory duties of that craft. Under no circumstances shall there be a non-working steward.

Section 3. The working steward will not be entitled to any preferential treatment by the EMPLOYER and will be subject to discipline to the same extent as other employees provided, however, that the UNION office shall be notified prior to the discharge. Should a steward be discharged, the UNION may appoint a replacement but work shall continue without disruption.

Section 4. Each steward shall be concerned with the employees of the steward's EMPLOYER and not with the employees of any other EMPLOYER.

On projects where the OWNER'S personnel may be working in close proximity of the construction activities the UNIONS agree that under any and all conditions UNION representatives, stewards and individual workmen will not interfere in any manner with the OWNER'S personnel or with the work which is being performed by the OWNER'S personnel.

#### ARTICLE X SUBCONTRACTING

Section 1. A subcontractor is any person, firm or corporation who takes over or performs any portion of the construction work to be done at the site of the construction, alteration, painting or repair of a building, structure or other OWNER contract or subcontract work for a signatory contractor at the site of construction under contract with a signatory contractor.

Section 2. A signatory EMPLOYER shall not subcontract or otherwise transfer in whole or in part any construction work covered by this AGREEMENT to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this AGREEMENT.

Section 3. The furnishing of materials, supplies, or equipment and the delivery thereof shall in no case be considered subcontracting.

Section 4. For procurements under the control of the EMPLOYER, fabrication provisions of the appropriate National craft agreements will be recognized. The OWNER may purchase equipment and materials from any source without any restriction and the UNION will install the equipment and materials in an efficient, workman-like manner.

Section 5. Specialized or leased equipment, such as computers and the like, and/or secret processing equipment may be installed and/or serviced by individuals not covered by this AGREEMENT. Warranty service on this equipment may be performed by the vendor's personnel.

Section 6. The EMPLOYER shall require each subcontractor to hold a pre-job conference with the UNIONS before the commencement of any work on the site.

#### ARTICLE XI SIGNATURE REQUIREMENTS

Section 1. The AGREEMENT represents the complete understanding of the parties, and any EMPLOYERS and their Subcontractors at any tier shall not be required to sign any other agreement with the UNIONS or any other UNION insofar as construction work on this site is concerned. The provisions of this AGREEMENT, including Appendix A, shall in every instance apply to and control construction at the Site and take precedence over provisions of local or national agreements which may conflict with the terms of this AGREEMENT except as provided in Article II.

Section 2. Any EMPLOYER or his Subcontractor at any tier who is a party to agreement(s) for construction work with a local UNION having jurisdiction over work being contracted under this AGREEMENT, or a party to a national labor agreement for such construction work shall become signatory to this AGREEMENT for all work covered in such contracts or subcontracts. Provisions will be made for any such EMPLOYER or Subcontractor at any tier to sign and fully comply with this AGREEMENT for all work covered by its contract or subcontracts performed at the site of construction on the project, provided that this AGREEMENT shall apply to this site only.

Section 3. If any EMPLOYER or his Subcontractor at any tier who is signatory to this AGREEMENT subcontracts the performance of any work, written provision shall be made within the subcontract for compliance by the Subcontractor with all of the terms and provisions of this AGREEMENT. In conformity with such obligation, any EMPLOYER or subcontractor shall indicate his acceptance of the terms and conditions of this AGREEMENT as governing work on this site by signing the Employers Signature Sheet provided for this purpose and delivering a copy thereof to the Hanford Administrative Committee and to the UNIONS prior to his commencement of any work on the project.

Section 4. The UNIONS agree that the provisions, conditions and benefits hereof shall be extended to all EMPLOYERS and subcontractors at any tier insofar as work on this site is concerned, provided only that such contractors or subcontractors shall become signatory to this AGREEMENT.

Section 5. Any EMPLOYER, subcontractor, or UNION who becomes a party to this AGREEMENT as provided above shall alone be liable and responsible for his own individual acts and conduct and for any breach or alleged breach of this AGREEMENT by him, and shall not have any imputed responsibility or liability for any breach of any other EMPLOYER or UNION. Any alleged breach of this AGREEMENT by any other EMPLOYER, subcontractor, or UNION or any dispute between a UNION and any EMPLOYER, any subcontractor, or other UNION respecting compliance with the terms herein shall not affect the rights, responsibilities, obligations, and duties between the UNION, EMPLOYERS or subcontractors at any tier who are party to this AGREEMENT.

Section 6. Because of the nature of the Site, it is necessary that all Federal Labor Laws and Regulations, Executive Orders, Public Laws applicable to such construction contracts for the OWNER shall apply to this Site and are paramount to the terms and conditions hereof.

## ARTICLE XII NON-SIGNATORY CONTRACTORS REQUIREMENTS

Nothing in this AGREEMENT shall be construed to limit the OWNER'S right to select the lowest qualified bidder for purposes of awarding construction contracts or material purchase orders on the Site and the right of refusal remains solely with the OWNER. If such award is to a Contractor which is not signatory to a union agreement covering such work, then such Contractor and his Subcontractors shall not be obligated to become signatory to this AGREEMENT.

Nothing herein shall be construed to limit the right of the UNION to engage in lawful organizational efforts to organize the employees of non-signatory contractors or subcontractors.

Subcontractors signatory to an existing union agreement covering work under a contract with a non-signatory contractor will be required to execute this AGREEMENT in accordance with ARTICLE XI, SIGNATURE REQUIREMENTS. It is acknowledged, however, that the OWNER shall make provision in contracts with non-signatory contractors which are subject to the Davis-Bacon Act at the Site, to pay to or for the account of their employees in the classifications, herein set forth, not less than wages and other compensation including but not limited to fringe benefits, travel pay, overtime premiums, and shift premiums, as provided by this AGREEMENT. The obligation of such Contractor or his Subcontractor to pay fringe benefits shall be governed by making the payments in accordance with the provisions in the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349, 78 Stat. 238-239) in the Department of Labor Regulations and implementation thereof (29 CFR, Parts 1, 5), but shall not limit his obligation to provide other compensation as provided above. The OWNER shall, from time to time, direct all Contractors and Subcontractors on the work subject to the Davis-Bacon Act at the Site, to pay amounts for wages or other compensation as this AGREEMENT may be modified from time to time.

ARTICLE XIII  
HOURS OF WORK, SHIFTS AND OVERTIME

Section 1. The standard work day shall consist of eight (8) hours of work between 7:00 AM and 5:30 PM with one-half hour designated as an unpaid period for lunch, which may be taken between the hours of 11:00 AM, and 1:30 PM but not to exceed five (5) hours from the start of the shift. In the event an employee goes beyond five (5) hours without a lunch, he shall receive one half hours pay at the overtime rate in addition to regular shift pay.

The standard work week shall be five (5) consecutive days commencing with the day shift on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day, or forty (40) hours of work per week.

Section 2.      Shift Work

Shifts may be established when considered necessary by the EMPLOYER.

(A) Shift hours and rates will be as follows.

First shift (day shift) - Eight (8) hours pay for eight (8) hours work, plus one-half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 7:00 AM and 5:30 PM.

Second shift (swing shift) - Eight (8) hours pay for seven and one-half (7 1/2) hours work, plus one-half (1/2) hour unpaid lunch period. The second shift shall be worked between the hours of 3:30 PM and 1:30 AM.

Third shift (graveyard shift) - Eight (8) hours pay for seven (7) hours work, plus one-half (1/2) hour unpaid lunch period. The third shift shall be worked between the hours of 11:30 PM and 9:00 AM.

- (B) Shifts shall be established and continue for a minimum of five (5) consecutive work days. If Saturday and/or Sunday are worked they shall be included in the five (5) day minimum period. It is understood that the third shift on Friday must end on a calendar Saturday morning.
- (C) The interval between shifts worked in the same day shall not exceed the reasonable time necessary to change shifts and in no event shall such interval exceed one (1) hour.
- (D) If only two shifts are to be worked, the EMPLOYER may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.
- (E) When special conditions warrant, swing and/or graveyard shifts may be worked even though no day and/or swing shift is worked. Normal shift premiums apply.

### Section 3. Overtime

All work performed in excess of the standard work day, Monday through Friday, and all work performed on Saturday shall be at the rate of time and one-half the basic straight time hourly wage rate. All work performed on Sundays and holidays shall be paid at twice the basic straight time hourly wage rate. There shall be no duplication or pyramiding of overtime and/or premium pay.

### Section 4. Reporting Pay

When an employee reports for work at the time and place specified by the EMPLOYER and he is not put to work or he works less than two hours, he shall be paid for two hours at the applicable straight time rate of pay. If after working two hours he is prevented from working a full eight hours he shall be paid for actual hours worked. It is the intent of this section that an employee who shows up for work shall be paid at least two hours of a shift, except when he has been notified, at the EMPLOYER'S expense, not to report either by direct contact by the EMPLOYER or by the method determined by the Hanford Administrative Committee. When the proper notice is given and the employee reports, he shall not be entitled to reporting pay.

If an employee leaves the job on his own accord he will be paid for actual hours worked. If an employee reports to work in a condition unable to work he will not be eligible for reporting pay.

### Section 5. Special Processing Time

The EMPLOYER shall not pay for time spent preparing necessary forms to obtain a security clearance. However, a reasonable time will be allowed each employee for initial security check-in at time of initial hire or rehire.

### Section 6. Option for Ten Hour Shift

The EMPLOYER may, at his option, establish a first and/or a second shift consisting of ten (10) hours of work, exclusive of a one-half (1/2) hour non-paid lunch period per day. The first eight (8) hours of work on these shifts shall be paid for at the basic straight time hourly wage rate. The last two (2) hours of work shall be paid for at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

### Section 7. Alternating 4 Ten-hour Shift Operation

Under this operation the day shift manual work force is organized into two teams. The "A" team works 4 consecutive 10 hour days. On the fifth day the "B" team continue the work activities for 4 consecutive 10 hour days. On the ninth day the "A" team returns to work to continue the construction activities. The 4-day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for a second shift. Appendix B further illustrates the application of these provisions. If two shifts are established, they shall be consecutive.

In this arrangement the normal work day for all employees will be ten (10) consecutive hours of work, exclusive of one-half (1/2) hour non-paid lunch period.

On A and B team operation, the first eight (8) hours shall be paid at the straight time rate. The ninth (9) and tenth (10) hours shall be paid at one and one half (1 1/2) time the straight time rate.

The work day for each employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement the day shift shall be worked between the hours of 8:00 AM and 6:30 PM, as described above.

Those General Foremen and selected Foremen who are directed to report to work the day before the first day of the four day work cycle to complete preparations for their team's scheduled work activities shall work 8 hours on that day and be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

If, for any reason, journeymen are directed to report to work the day before the first day of the four day work cycle, they shall be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

Those directed to work the day after completion of their four-day shift shall be paid at the rate of two (2) times the basic straight time hourly wage rate.

The first ten (10) hours of work performed on Sundays shall be paid at time and one-half (1 1/2) the basic straight time hourly wage rate. After ten (10) hours of work, the rate shall be two (2) times the basic straight time hourly wage rate.

Changing from one alternating shift to another will not be permitted without a minimum of two consecutive non-working days prior to transferring to the other alternating shift.

#### ARTICLE XIV HOLIDAYS

Holidays recognized under this AGREEMENT shall be as follows:

•New Years	Thanksgiving
Memorial Day	Friday following Thanksgiving
July Fourth	Christmas Day
Labor Day	

Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property.

ARTICLE XV  
WAGE SCALES, FRINGE BENEFITS,  
AND DUES CHECK OFF

Section 1.

- (A) Appendix A shall incorporate herein those wage rates, fringe benefits and apprentice contributions, of the local area collective bargaining agreements specifically agreed to and contained therein as of July 1, 1984, except that wage premiums such as those based on height or depth of work, type of work or material, mask pay, special skills, etc., shall not be paid. The combined amount of the wage rates, fringe benefits and apprentice contributions will remain in effect through June 30, 1985. No other provisions in the local area collective bargaining agreement shall be considered part of this AGREEMENT or binding on the EMPLOYER or UNION on this site.
- (B) Future wage rates, fringe benefits and apprentice contributions shall be reviewed by the Hanford Administrative Committee sixty (60) days prior to June 30, 1985 and from year to year thereafter. There shall be no strike, walkout, slowdown, picketing, sympathy strike, or no lock-out or shut-down of any nature whatsoever during the life of this Agreement over wage and benefit disputes.
- (C) Maintenance of Benefits: Should the Trustees of the established trust funds find it necessary to adjust fringe benefit fund contributions in order to maintain current benefits, the Hanford Administrative Committee shall review such adjustments and determine their applicability to this Agreement.

Section 2.

- (A) When the EMPLOYER contributes fringe benefit payments into local, regional or national trust funds, the EMPLOYER agrees to be bound to all lawful terms and conditions of such trust agreements, and all amendments thereto. The EMPLOYER further agrees to accept as its representatives in the administration of such funds, the employer trustees serving such funds. Furthermore, the EMPLOYER and UNION may establish other trust funds by mutual agreement when necessary.
- (B) Fringe benefit payments shall be paid only on the basis of hours worked, not hours paid for, except where this is in violation of the applicable trust agreement, in which case the provisions of the trust agreement will prevail. In the case of shift work, compensable hours shall apply.
- (C) Industrial promotion or administrative funds which do not accrue to the direct benefit of employees are not considered fringe benefits for the purpose of this AGREEMENT and need not be paid by the EMPLOYER.

Section 3. DUES CHECK-OFF. Upon presentation of a proper authorization form executed by the individual employee, the EMPLOYER agrees to deduct UNION dues and remit same to the UNION in accordance with applicable laws. The authorization forms shall be supplied by the UNION.

ARTICLE XVI  
TRAVEL PAY

Travel pay will be paid in accordance with Appendix A and will be reviewed yearly by the Hanford Administrative Committee.

ARTICLE XVII  
PAYMENT OF WAGES - CHECKING IN & OUT

Section 1. All employees covered by this AGREEMENT shall be paid weekly, by check on company time before the end of their regular shift, on Friday, unless failure to pay on such day is mutually considered to be beyond the reasonable control of the EMPLOYER. When an employee cannot be paid accordingly because of a holiday, he shall be paid on his last shift before the Holiday.

Section 2. Employees on the swing and graveyard shifts or on a special shift extending beyond the quitting time for the day shift shall be paid by not later than quitting time Thursday's shift. If an employee is discharged or laid off, he shall be paid in full provided he is present at the job or place where he is employed. Employees who voluntarily terminate their employment shall be paid in full provided they give adequate, timely notice for good and sufficient reasons (normally considered at least eight (8) hours). At the written request of such employee, the EMPLOYER may mail his check to him on or before the next regular pay day. Payroll checks and stubs shall indicate company name, straight time and overtime hours and all itemized legal deductions.

Section 3. If an employee is not paid as herein provided, said employee must be paid an additional four (4) hours straight time pay for each twenty-four (24) hour period or portion thereof prior to actual payment. When mailing checks the postmark on the envelope will determine if the check was mailed timely and will serve as the cutoff for any penalty.

Section 4. The EMPLOYER may withhold a reasonable amount of wages, not to exceed five (5) working days, to enable the EMPLOYER to prepare a payroll.

Section 5. All payments shall be assumed to be correct and any protest must be made within thirty (30) days.

Section 6. All employees will comply with a check-in check-out procedure to be established by the EMPLOYER.

Section 7. Each employee shall be individually responsible for personally checking-in and checking-out on a daily basis. Failure to comply with these conditions will be considered justifiable ground for termination.

ARTICLE XVIII  
APPRENTICES/TRAINEES/HELPERS/SUBJOURNEYMEN

Section 1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the EMPLOYER will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 2. The UNIONS and EMPLOYERS agree to the maximum possible use of apprentices, pre-apprentices, helpers, or other subjourneymen classification as applicable to each craft to do work within their craft jurisdiction. The combined employment of non-journeymen classifications shall not exceed thirty-three and one third percent (33 1/3%) of the craft work force.

ARTICLE XIX  
WELDER CERTIFICATION

When the EMPLOYER requests welders possessing specific certifications, the UNIONS shall, when available, refer welders possessing such current certifications regardless of their position on the out of work list. When reporting for work, the applicant shall have in his possession a current recognized certificate. If the job to be performed requires additional certification of any kind, the EMPLOYER shall pay for all expenses involved in such test including wages and cost of test, and shall (after 30 days of employment, or completion of the job) provide the employee and the UNION with a copy of the certification.

ARTICLE XX  
GENERAL WORKING CONDITIONS

Section 1. Employment begins and ends at the job site.

Section 2. The selection of craft foremen and general foremen including the number of foremen required shall be entirely the responsibility of the EMPLOYER, it being understood that in the selection of such foremen the EMPLOYER will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the EMPLOYER may select such craft individuals from other areas. Foremen and general foremen shall take orders from the designated EMPLOYER representatives.

Section 3. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 4. The parties reaffirm their policy of a fair day's work for a fair day's pay. Any violation of work starting and stopping times will be grounds for termination. Employees shall be at the place of work designated by the EMPLOYER at the starting time and shall remain at their place of work until quitting time except where the OWNER'S security and/or job requirements require employees to report to work or quit their work at different locations. The EMPLOYER agrees to provide adequate time at the end of each shift for picking up tools.

Section 5. There shall be no limit to the number of work classifications or pieces of equipment employees can work within their craft when qualified to perform the work.

Section 6. Local practices not a part of this AGREEMENT shall not be recognized.

Section 7. The UNION shall not coerce nor in any way interfere with the OWNER'S personnel, operation or facilities at the site. The OWNER'S right to contract directly with other companies for work at the site shall not be limited, and the UNION shall cooperate and not interfere with the EMPLOYER'S operations.

Section 8. The EMPLOYER shall determine the need for overtime and will have the specific right to assign employees to work overtime, including the use of partial crews. The EMPLOYER will designate when employees will work any and all overtime. If overtime is worked, the EMPLOYER will make a reasonable effort to distribute overtime on an equitable basis wherever practicable.

Section 9. There will be no rest period, organized coffee breaks or other non-working time established during working hours.

Section 10. Slowdowns/Featherbedding - Slowdowns, stand-by crews, and make-work practices shall not be tolerated. There will be no stand-by crews or personnel. Start-up, checkout, and operation of process equipment and systems is the responsibility of the EMPLOYER and the OWNER. Manpower requirements, startup and acceptance procedures for these operations will be determined by the EMPLOYER and OWNER.

Section 11. Seniority shall not be recognized or applied to employees working on projects under this AGREEMENT. Continuing employment is contingent upon the skill, productivity and qualification of the employee.

Section 12. The EMPLOYER shall establish such reasonable project rules as the EMPLOYER deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the EMPLOYER, and may be amended thereafter as necessary. EMPLOYERS and the UNIONS agree to conform to all security regulations and requirements of the OWNER.

Section 13. Adequate facilities will be provided for employees in which to dry their clothes and eat their lunches. These facilities shall be adequately heated and shall not be used for storing supplies, tools, or equipment to the extent that the facilities are rendered unsuitable for the intended use.

#### ARTICLE XXI SAFETY AND HEALTH

Section 1. The EMPLOYER acknowledges their responsibility to comply with all applicable laws, ordinances and regulations relating to safety and health. No employee will be required to perform any work in an unsafe manner or unsafe condition.

Section 2. The employees covered by the terms of this AGREEMENT shall at all times be bound by the safety rules and regulations as established by the EMPLOYER in accordance with the Department of Energy safety rules and regulations. Any employee's failure to comply with the safety requirements heretofore referred to, or failure to participate and cooperate in such program shall be cause for discharge.

Section 3. The UNIONS agree that all employees will be required to use all required safety equipment and all required protective clothing supplied by the EMPLOYER. Failure or refusal to use such protective equipment is cause for discharge.

Section 4. It will not be a violation of this AGREEMENT, when the EMPLOYER considers it is necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the EMPLOYER requests employees to standby, the employees will be compensated for the "standby" time. Employees shall not be discharged for refusing to work in the above described situations.

#### ARTICLE XXII SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the EMPLOYER. The EMPLOYER will be responsible to cover the costs of the full prior agreed inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the EMPLOYER upon the presentation of satisfactory evidence. The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the EMPLOYER by individuals of his choice. It is further agreed that the EMPLOYER may designate and operate centrally controlled tool rooms, warehouses, and storage areas, and that employees required for such operations will be at the EMPLOYER'S sole discretion. This article is not intended to alter traditional craft jurisdictional claims.

All employees will comply with the security procedures established by the EMPLOYER.

#### ARTICLE XXIII JURISDICTIONAL DISPUTES

Section 1. The parties hereto agree that all jurisdictional disputes over division of work with crafts affiliated with the Building and Construction Trades Department, AFL-CIO, will be assigned and settled in accordance with the procedural rules and regulations of the Impartial Jurisdictional Disputes Board under the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1977 or any successor plan. All signatory contractors agree to be stipulated to the procedures of the Impartial Jurisdictional Disputes Board for work performed under this AGREEMENT.

Section 2. In the event of any dispute as to jurisdiction of work covered by the terms of this AGREEMENT being claimed by UNIONS other than those affiliated with the Building and Construction Trades Department, AFL-CIO, then such disputes shall be referred to the International Unions involved, for determination by whatever procedure they may adopt and work shall proceed as assigned by the individual EMPLOYER until such determination by the International Unions. Any given jurisdictional determination shall be implemented immediately by the individual EMPLOYER involved.

Section 3. There shall be no strikes, work stoppages, or other interferences with the work by reason of jurisdictional disputes.

ARTICLE XXIV  
GRIEVANCE PROCEDURE

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this AGREEMENT, excluding questions of jurisdiction of work, which shall be adjusted pursuant to Article XXIII, Jurisdictional Disputes, said disputes shall be settled in accordance with the procedures set out herein. No such grievance shall be recognized unless called to the attention of the EMPLOYER by the UNION or to the attention of the UNION by the EMPLOYER in writing or postmarked within ten (10) working days after the alleged violation was committed.

Employees must notify their UNION within three (3) working days of the alleged violation.

Section 2. Grievances shall be settled according to the following procedure.

Step 1: The written disputes shall be referred to the Representative of the UNION involved or his designated representative and the EMPLOYER'S designated representative.

Step 2: In the event that the Representative of the UNION and the EMPLOYER'S designated representative cannot reach agreement within five (5) working days after a meeting is arranged and held, the matter shall be referred to the representative of the International Union and the designated representative of the EMPLOYER.

Step 3: In the event that the Representative of International Union and the EMPLOYER'S Representative are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, it shall be adjusted by arbitration in the manner hereinafter set forth.

The EMPLOYER or his designated representative and the UNION shall then select an arbitrator for final and binding arbitration. The impartial arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service in accordance with their procedures. The written decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this AGREEMENT. The expense of the impartial arbitrator shall be borne equally by the EMPLOYER and the UNION.

Step 4: The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing, within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

ARTICLE XXV  
NO STRIKE/NO LOCKOUT

Section 1.

- (A) The UNIONS agree that there will be no strike or other collective action which will interfere with, or stop, the efficient operation of construction work of the EMPLOYER. Participation by an employee or group of employees, in an act violating the above provision will be cause for discharge by the EMPLOYER. If there is a strike, work stoppage, or picket line in violation of the AGREEMENT by any craft, it is agreed that the other crafts will be bound to ignore such action and continue to man the project without interruption.

The EMPLOYER agrees that he will not lock out the UNION during the term of this AGREEMENT.

- (B) The EMPLOYER may suspend a portion of the work or shutdown a project in the event of a slowdown by one or more UNIONS or partial or complete work stoppage by one or more UNIONS.

Section 2.

This "No Strike-No Lockout" commitment is based upon the agreement of the parties to be bound by the grievance and arbitration procedures of this AGREEMENT.

ARTICLE XXVI  
SAVINGS CLAUSE

This AGREEMENT is intended to be in conformity with all applicable rules and regulations including, but not limited to, Federal, State and local statutes or a decision by a court of competent jurisdiction. Should any conflict occur between any provision of this AGREEMENT and the terms of any of the above, subject provision shall become null and void and the EMPLOYER and the UNIONS will enter into negotiations to bring such a provision into conformance with the law, rule, or regulation. However, all other provisions of this AGREEMENT not in conflict with any of the above shall not be annulled or superseded and shall remain in full force and effect.

ARTICLE XXVII  
DURATION

THIS AGREEMENT shall be effective as of the 10 day of SEPT, 1984 and shall continue from year to year thereafter unless the EMPLOYERS or the UNIONS give written notice to the other of a desire to amend this AGREEMENT. Such written notice must be given not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 10 day of SEPT, 1984.

EMPLOYER:

J. A. JONES CONSTRUCTION SERVICES  
COMPANY

  
A. L. PURTILL  
PRESIDENT

MORRISON-KNUDSEN COMPANY, INC.

  
J. MARTIN BRENNAN  
DIRECTOR OF INDUSTRIAL RELATIONS -  
FIELD CONSTRUCTION

UNION:

BUILDING AND CONSTRUCTION TRADES,  
AFL-CIO

  
ROBERT A. GEORGINE  
PRESIDENT

  
JOSEPH F. MALONEY  
SECRETARY - TREASURER

AND ITS INTERNATIONAL UNIONS

INTERNATIONAL ASSOCIATION OF HEAT  
AND FROST INSULATORS AND  
ASBESTOS WORKERS

s/ANDREW T. HASS

INTERNATIONAL BROTHERHOOD OF BOILER-  
MAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS

s/HENRY GERTZ

INTERNATIONAL UNION OF BRICKLAYERS  
AND ALLIED CRAFTSMEN

s/JOHN T. JOYCE

UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA

s/PATRICK J. CAMPBELL

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

s/CHARLES H. PILLARD

INTERNATIONAL UNION OF OPERATING  
ENGINEERS

s/J. C. TURNER

INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL AND ORNAMENTAL  
IRON WORKERS

s/JOHN H. LYONS

LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA

s/ANGELO FOSCO

TILE, MARBLE, TERRAZZO, FINISHERS  
AND SHOPMEN INTERNATIONAL UNION

s/PASCAL DI JAMES

INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES

s/WILLIAM A. DUVAL

OPERATIVE PLASTERERS' AND CEMENT  
MASONS' INTERNATIONAL ASSOCIATION  
OF THE UNITED STATES AND CANADA

s/MELVIN H. ROOTS

UNITED UNION OF ROOFERS, WATER-  
PROOFERS AND ALLIED WORKERS

s/CARLTON PENICK

SHEET METAL WORKERS' INTERNATIONAL  
ASSOCIATION

s/EDWARD J. CARLOUGH

UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING  
AND PIPE FITTING INDUSTRY OF  
THE UNITED STATES AND CANADA

s/MARVIN J. BOEDE

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF AMERICA

s/WELDON L. MATHIS

BOILERMAKERS  
PAGE 1 OF 1  
EFFECTIVE DATE: 9/2/91

REVISED:  
9/20/91

BOILERMAKERS

APPENDIX A

WAGE RATES

9/2/91

General Foreman	Rate to be negotiated
Foreman	22.07
Assistant Foreman	21.32
Boilermaker/Blacksmith	20.82

FRINGE PAYMENTS

9/2/90

Health and Welfare	2.15
Pensions (per hour)	1.25
Apprenticeship (per hour)	0.10
Vacation (per hour)	1.50

APPRENTICE RATES

PERCENTAGE OF  
JOURNEYMAN WAGE RATES

<u>Period</u>	Indentured before <u>10/1/82</u>	Indentured after <u>10/1/82</u>	Indentured After <u>10/1/83</u>
1st 6 months	70%	60%	50%
2nd 6 months	72-1/2%	65%	55%
3rd 6 months	75%	70%	60%
4th 6 months	77-1/2%	75%	65%
5th 6 months	80%	80%	70%
6th 6 months	85%	85%	75%
7th 6 months	90%	90%	85%
8th 6 months	95%	95%	95%

\* \$.50 wage increase effective 9/2/90 was allocated to vacation per the Boilermaker's request.

BRICKLAYERS  
PAGE 1 OF 1  
EFFECTIVE DATE: 9/2/91

REVISED:  
9/20/91

BRICK AND ALLIED CRAFTS

APPENDIX A

WAGE RATES

9/2/91

Bricklayer, Blocklayer, Marble Mason, Brickmason Welder	\$18.06
Stone Masons and Cleaners, Pointers and Caulkers	18.06
Marble Mason, Inside	17.57
Tile Setters & Terazzo Workers	17.39

Foreman shall receive a minimum of 1.00 over the hourly rate of his particular classification.

FRINGE PAYMENTS

9/10/84

Masonry Industry Trust (Health & Welfare)	\$1.60
International Pension Trust	\$ .20
Northwest Pension Plan	\$ .20

APPRENTICE RATES

Period	<u>Percentage of Journeyman Wage Rates</u>
1st 6 months	50%
2nd 6 months	60%
3rd 6 months	70%
4th 6 months	80%
5th 6 months	85%
6th 6 months	90%

APPENDIX A

WAGE RATE

CARPENTERS

<u>JOURNEYMEN CLASSIFICATION</u>	<u>9/2/91</u>
Carpenter	\$17.97
Sawfiler, Stationary Power Woodworking Tool Operator	18.12

MILLWRIGHTS AND MACHINE ERECTORS

<u>JOURNEYMEN CLASSIFICATIONS</u>	<u>9/2/91</u>
Millwrights & Machine Erector	\$18.47

PILEDRIVERS

<u>JOURNEYMAN CLASSIFICATIONS</u>	<u>9/2/91</u>
Piledriver	\$17.97
Boom Man	18.07

DIVERS

Base pay for Divers in water not to exceed fifty (50) feet shall be:

<u>EFF. DATE</u>	<u>HOUR</u>	<u>4 HOURS</u>	<u>8 HOURS</u>
9/2/91	44.03	176.12	352.24

6/1/81: Divers only:

1. The rate to be computed using the formula of 2.45 times the Piledriver hourly base wage scale.
2. All other classifications to receive the same hourly rate as negotiated as applied to the Piledriver hourly wage scale.

CARPENTERS  
PAGE 2 OF 2  
EFFECTIVE DATE: 10/1/91

REVISED:  
11/18/91

The wage rate for TENDERS shall be:

<u>CLASSIFICATION</u>	<u>9/2/91</u>
Tenders	\$21.32
Diving Master	28.34

FOREMAN: Foreman shall receive \$1.00 per hour above the highest paid Journeyman wage classification working under him.

GENERAL FOREMAN: General Foreman shall receive \$2.00 per hour above the highest paid Journeyman wage classification working under him.

#### FRINGE PAYMENTS

10/1/91

Health and Security	\$1.91
Pension	1.80
Apprenticeship and Training	.20
Vacation (deduct from net wages)	(.50)

#### APPRENTICE RATES

##### CARPENTERS

First Period - 3 months - 60%	Fifth Period - 6 months - 80%
Second Period - 3 months - 65%	Sixth Period - 6 months - 85%
Third Period - 6 months - 70%	Seventh Period - 6 months - 90%
Fourth Period - 6 months - 75%	Eighth Period - 12 months - 95%

##### MILLWRIGHT & MACHINE ERECTOR

First year	-	70% of Journeyman Rate
Second year	-	75% of Journeyman Rate
Third year	-	85% of Journeyman Rate
Fourth year	-	95% of Journeyman Rate

CEMENT MASONS  
APPENDIX A  
CLASSIFICATIONS

GROUP I

- Rodding, Tamping, Floating, Troweling, Patching, Stoning, Rubbing, Sack Rubbing
- All exposed aggregate finishing
- Setting of screeds, screed forms, curb & gutter & sidewalk forms
- Preparation of all concrete for caulking of the joints and the caulking of expansion joints
- Preparation of concrete for the application of hardners, sealers and curing compounds and their application
- Grouting and dry packing of machine base
- Removal of snap ties and she bolts prior to patching of concrete

GROUP II

- Power Troweling Machine Operator
- Troweling of magnesite, torganal or material with epoxy bases of oxichloride base
- All Power Grinders, Bushing Hammer, Chipping Gun
- All sandblasting for architectural finishes and exposing of aggregate for finish
- Concrete Sawing and Cutting for expansion joints and scoring for decorative patterns
- Operating of Clary-type Floats, Longitudinal Floats, Rodding Machines and Belting Machines
- Scarifiers
- Working on scaffolds

GROUP III

- Grinding, bushing or chipping of toxic materials or high density concrete
- Operating of power tools on a scaffold

WAGE RATES

9/2/91

GROUP I	\$17.07
GROUP II	17.57
GROUP III	18.07

FOREMAN: 1.00 per hour above highest paid man on his crew.

GENERAL FOREMAN: To be paid .50 per hour above the highest paid Foreman working under him.

FRINGE PAYMENTS

9/1/91

Health and Security	\$1.85
Pension	2.00
Training	.15
Credit Union	(1.75)
(Deduct from net wages)	

APPRENTICE RATES

ENROLLED BEFORE  
OCTOBER 16, 1980

ENROLLED ON OR AFTER  
OCTOBER 16, 1980

Hours & %

GROUP I: Base rate \$17.07

1000 - 80%  
1000 - 85%  
1000 - 90%  
1000 - 95%

1000 - 60%  
1000 - 70%  
1000 - 80%  
1000 - 90%

GROUP II: Base rate \$17.57

1000 - 80%  
1000 - 85%  
1000 - 90%  
1000 - 95%

1000 - 60%  
1000 - 70%  
1000 - 80%  
1000 - 90%

GROUP III: Base rate \$18.07

1000 - 80%  
1000 - 85%  
1000 - 90%  
1000 - 95%

1000 - 60%  
1000 - 70%  
1000 - 80%  
1000 - 90%

ELECTRICIANS  
 APPENDIX A

WAGE RATES

	<u>9/2/91</u>
General Foreman (20% above Journeyman)	\$25.45
Foreman (10% above Journeyman)	23.33
Journeyman Wireman	21.21
Journeyman Technician	21.21
Journeyman Wireman Welder (10% above Journeyman)*	23.33
Journeyman Wireman Cable Splicer (5% above Journeyman)**	22.27
Vacation allowance deduct 10%	

\* Journeyman Wireman when Welding - Certified welding will be paid for at ten (10%) percent above Journeyman Wireman rate for a certified Journeyman Wireman when welding for a minimum of two (2) hours.

\*\* Journeyman Wireman Cable Splicer - Cable splicing and stress cones by whatever method on voltage over 2300 volts will be paid for at the rate of five (5%) percent above Journeyman Wireman rate for a minimum of two (2) hours.

FRINGE PAYMENTS

	<u>9/1/91</u>
Health and Welfare	\$1.51
Pension - National (NEBF)	3%***
Pension Money Purchase Plan	3.30***
Apprentice Training	.30***
Vacation (Deduct from Wages)	10%***

\*\*\* There will be no contributions made for first year apprentices. The contributions commence in the first half of the second year, for those apprentices indentured after July 1, 1987.

APPRENTICE RATES

APPRENTICES INDENTURED  
PRIOR TO JULY 1, 1987

1st 1000 hours - 45%
2nd 1000 hours - 50%
3rd 1000 hours - 55%
4th 1000 hours - 65%
5th 1000 hours - 70%
6th 1000 hours - 75%
7th 1000 hours - 80%
8th 1000 hours - 85%

APPRENTICES INDENTURED  
AFTER JULY 1, 1987

0 - 1000 hours - 1st period - 45%
1000 - 2000 hours - 2nd period - 50%
2000 - 3500 hours - 3rd period - 55%
3500 - 5000 hours - 4th period - 65%
5000 - 6500 hours - 5th period - 75%
6500 - 8000 hours - 6th period - 85%

INSULATORS  
PAGE 1 OF 1  
EFFECTIVE DATE: 9/2/91

REVISED:  
9/20/91

INSULATORS

APPENDIX A

WAGE RATES

9/2/91

Journeyman

\$21.30

Foreman - 10% above the Mechanic's base rate of pay

General Foreman - \$25.56

FRINGE PAYMENTS

8/1/90

Pension	2.66
Occupational Health	.07
Health and Welfare	2.04
Apprenticeship	.06
Credit Union (deduct)	2.25 or 3.50 (option of employee)

APPRENTICE RATES

1st year	60% of Mechanics Base Rate
2nd year	70% of Mechanics Base Rate
3rd year	80% of Mechanics Base Rate
4th year	90% of Mechanics Base Rate

IRONWORKERS  
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EFFECTIVE DATE: 10/21/91

REVISED:  
10/18/91

IRONWORKERS

APPENDIX A

WAGE RATES

CLASSIFICATIONS 10/21/91

Structural Ironworkers, \$17.92  
Ornamental Ironworkers,  
Machinery Mover, Machine Erector,  
Riggers, Signal Men,  
Welders & Burners, Fence Erectors  
Sheeters, Reinforcing Ironworkers

FOREMEN: \$1.50 per hour over journeyman rate

GENERAL FOREMAN: \$2.50 per hour over journeyman rate

FRINGE PAYMENTS

10/21/91

Health and Welfare	2.61
Pension	2.65
Apprenticeship	.25
Annuity	.99

VACATION: Deduct from Net Wages - \$1.50 per hour

APPRENTICE RATES

1st 6 months	60% of Journeyman Ironworker Rates
2nd 6 months	80% of Journeyman Ironworker Rates
2nd year	90% of Journeyman Ironworker Rates
3rd year	95% of Journeyman Ironworker Rates

LABORERS  
APPENDIX A  
CLASSIFICATIONS

GROUP I

Brush Hog Feeder	<sup>5</sup> Miner, Class "A"
Carpenter Tender	Nipper
<sup>1</sup> Cement Handler	Riprap Man
Concrete Crewman	Sandblast Tailhoseman
Concrete Signalman	Scaffold Erector, wood or steel
<sup>2</sup> Crusher Feeder	Scaleman
<sup>2</sup> Demolition	<sup>4</sup> Stake Jumper
<sup>3</sup> Dumpman	Structural Mover
<sup>3</sup> Fence Erector	Tailhoseman (water nozzle)
Flagman	Timber Bucker & Faller (by hand)
Form Cleaning Machine Feeder,	Track Laborer (RR)
Stacker	Truck Loader
General Laborer	Well-Point Man
Group Machine Header Tender	Window Cleaner

<sup>1</sup> TO INCLUDE: Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine - 6 inches and smaller.

<sup>2</sup> TO INCLUDE: Clean-up, burning, loading, wrecking & salvage of all material.

<sup>3</sup> TO INCLUDE: Guard rails, guide and reference posts, sign posts, and right-of-way markers.

<sup>4</sup> TO INCLUDE: Separating foundation, preparation, cribbing, shoring, jacking and unloading of structures.

<sup>5</sup> TO INCLUDE: Bull Gang, Concrete Crewman, Dumpman and Pumpcrete Crewman, including distributing pipe, assembly & dismantle, and Nipper.

GROUP II

Asphalt Raker	Pipelayer, multi-section
Asphalt Roller, walking	Pot Tender
Cement Finisher Tender	Powderman Helper
Concrete Saw, walking	Power Buggy Operator
Demolition Torch	Power Tool Operator, gas, electrical,
Dope Pot Fireman, non-mechanical	pneumatic
Driller Helper (when required	Railroad Equipment, power driven,
move & position machine)	<u>except</u> dual mobile power spiker
Form Setter, paving	or puller
Grade Checker Using Level,	Railroad Power Spiker or Puller,
<u>Optional</u>	dual mobile
Jackhammer Operator	Rodder & Spreader

GROUP II (cont.)

3 Miner, Class "B"	2 Tamper
1 Nozzleman	Trencher, Shawnee
Nozzleman, water, air or steam	Tugger Operator
Pavement Breaker, under 90 lbs:	Wagon Drills
Pipelayer, Corrugated Metal	Wheelbarrow, power driven
Culvert	Water Pipe Liner

- 1 TO INCLUDE: Squeeze and Flow-crete nozzle.
- 2 TO INCLUDE: Operation of Barco, Essex & similar tampers.
- 3 TO INCLUDE: Brakeman, Finisher, Vibrator, and Form Setter.

GROUP III

Air Track Drill	7 Miner, Class "C"
1 Bit Grinder	Monitor Operator, air track or similar mounting
Brush Machine	Mortar Mixer
Caisson Worker, free air	5 Nozzleman
2 Chain Saw Operator & Faller	6 Pavement Breaker, 90 lbs. & over
3 Concrete Stack	Pipelayer
Gunite	Pipewrapper
High Scaler	Vibrators, <u>All</u>
4 Hod Carrier	
4 Laser Beam Operator	

- 1 TO INCLUDE: Horizontal construction joint clean-up brush machine, power propelled.
- 2 TO INCLUDE: Laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high.
- 3 TO INCLUDE: Operation of machine and nozzle.
- 4 TO INCLUDE: Grade Checkers and elevation control.
- 5 TO INCLUDE: Jet blasting nozzleman, over 1200 lbs., jet blast machine power-propelled, sandblast nozzle.
- 6 TO INCLUDE: Working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper.
- 7 TO INCLUDE: Miner, Nozzleman for concrete, and Laser Beam Operator on tunnels.

GROUP IV

1 Drills with dual masts  
Miner, Class "D"  
Welder, electric, manual or automatic

- 1 TO INCLUDE: Raise and Shaft Miner, Laser Beam Operator on raises and shafts.

LABORERS  
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 12/10/91

GROUP V

Powderman

GROUP VI

Sand Hogs

WAGE RATES

	<u>9/2/91</u>
GROUP I	\$15.29
GROUP II	15.54
GROUP III	15.79
GROUP IV	16.04
GROUP V	16.29

GROUP VI SAND HOGS (Under Compressed Air Conditions)

<u>LBS.</u>	<u>HRS.</u> <u>WORK</u>	<u>OT</u> <u>DIV.</u>	<u>9/2/91</u>
1-14	6	7-1/2	\$133.12
14-28	6	7-1/2	137.82
18-25	4	7-1/2	137.82
18-22	6	10	158.07
22-26	4	7-1/2	142.02
26-32	4	7-1/2	144.42
32-38	3	7-1/2	147.12
38-44	2	7-1/2	148.42

Outside Lock &  
 and Gauge Tender \$125.52

FOREMAN: 1.00 above highest group supervised

GENERAL FOREMAN: 1.50 (.50 above the highest Foreman)

FRINGE PAYMENTS

	<u>1/1/92</u>
Health and Security	\$1.85
Pension	1.42
Training	.20
Credit Union	(1.00)
(deduct from net wages)	
Dues Check Off	(.35)
(deduct from net wages)	

LABORERS  
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EFFECTIVE DATE: 9/2/91

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NEW ENTRANT TRAINING PROGRAM  
(PERCENT COMPUTED ON GROUP I RATES)

9/2/91

Trainee	I	0 to 750 hours - 60%	\$ 9.17
Trainee	II	751 to 1500 hours - 70%	10.70
Trainee	III	1501 to 2250 hours - 80%	12.23
Trainee	IV	2251 to 3000 hours - 90%	13.76

OPERATING ENGINEERS

APPENDIX A

CLASSIFICATIONS

GROUP I

Bit Grinders  
Bolt Threading Machine  
Compressors (under 2000 CFM, gas, diesel or electric power)  
Crusher Feeder (mechanical)  
Deck Hand  
Drillers Helper  
Fireman & Heater Tender  
Grade Checker  
Helper, Mechanic or Welder, H.D.  
Hydro-seeder, Mulcher, Nozzleman  
Oiler  
Oiler & Cable Tender, Mucking Machine  
Pumpman  
Rollers, all types on subgrade (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade  
Steam Cleaner  
Welding Machine

GROUP II

A-Frame Truck (single drum)  
Assistant Refrigeration Plant (under 1000 ton)  
Assistant Plant Operator, Fireman or Pugmixer (asphalt)  
Bagley or Stationary Scraper  
Belt Finishing Machine  
Blower Operator (cement)  
Cement Hog  
Compressor (2000 CFM or over, 2 or more, gas, diesel or electric power)  
Concrete Saw (multiple cut)  
Distributor Leverman  
Ditch Witch or similar  
Elevator Hoisting Materials  
Dope Pots (power agitated)  
Fork Lift or Lumber Stacker, Hydra-lift & similar  
Gin Trucks (pipeline)  
Hoist, single drum  
Loaders (bucket elevators and conveyors)  
Longitudinal Float  
Mixer (portable - concrete)  
Pavement Breaker, Hydra-Hammer & similar  
Power Broom  
Railroad Ballast Regulation Operator (self-propelled)  
Railroad Power Tamper Operator (self-propelled)  
Railroad Tamper Jack Operator (self-propelled)  
Spray Curing Machine (concrete)

GROUP II (Cont'd)

Spreader Box (self-propelled)  
Straddle Buggy (Ross & Similar on construction job only)  
Tractor (Farm type R/T with attachments, except Backhoe)  
Tugger Operator

GROUP III

A-Frame Truck (2 or more drums)  
Assistant Refrigeration Plant & Chiller Operator (over 1000 ton)  
Backfillers (Cleveland & similar)  
Batch Plant & Wet Mix Operator, single unit (concrete)  
Belt-Crete Conveyors with power pack or similar  
Belt Loader (Kocal or similar)  
Bend Machine  
Bob Cat  
Boring Machine (earth)  
Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar)  
Bump Cutter (Wayne, Saginaw or similar)  
Canal Lining Machine (concrete)  
Chipper (without crane)  
Cleaning & Doping Machine (pipeline)  
Deck Engineer  
Elevating Belt-type Loader (Euclid, Barber Green & similar)  
Elevating Grader-type Loader (Dumor, Adams or similar)  
Generator Plant Engineers (diesel electric)  
Gunitite Combination Mixer & Compressor  
Locomotive Engineer  
Mixermobile  
Posthole Auger or Punch  
Pump (grout or jet)  
Soil Stabilizer (P & H or similar)  
Spreader Machine  
Tractor (to D-6 or equivalent) and Traxcavator  
Traverse Finish Machine  
Turnhead Operator

GROUP IV

Blade Operator (motor patrol & attachments)  
Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar)  
Curb Extruder (asphalt or concrete)  
Drills (churn, core, calyx or diamond)  
Equipment Serviceman, Greaser & Oiler  
Hoist (2 or more drums or Tower Hoist)  
Loaders (overhead & front-end, under 4 yds R/T)  
Refrigeration Plant Engineers (under 1000 ton)  
Rubber-tire Skidders (R/T with or without attachments)  
Screed Operator  
Surface Heater & Planer Machine  
Trenching Machines (under 7 ft. depth capacity)  
Turnhead (with re-screening)  
Vacuum Drill (reverse circulation drill under 8" bit)

OPERATING ENGINEERS  
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GROUP V

Drilling Equipment (8" bit & over) (Robbins, reverse circulation & similar)  
Hoe Ram  
Paving (dual drum)  
Railroad Track Liner Operator (self-propelled)  
Refrigeration Plant Engineer (1000 tons & over)  
Signalman (Whirleys, Highline, Hammerheads or similar)

GROUP VI

Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R. A. Hansen & similar on grade wire)  
Backhoe (under 1 yd)  
Batch Plant (over 4 units)  
Batch & Wet Mix Operator (multiple units, 2 & incl. 4)  
Boat Operator  
Cableway Controller (dispatcher)  
Crane (25 tons and under)  
Derricks & Stifflegs (under 65 tons)  
Drill Doctor  
Multiple Dozer Units with single blade  
Paving Machine (asphalt and concrete)  
Piledriving Engineers  
Rollerman (finishing pavement)  
Trenching Machines (7 ft. depth & over)

GROUP VII

Asphalt Plant Operator  
Backhoes (1 yd. to 3 yds.)  
Blade (finish & bluetop) Automatic, CMI, ABC & similar when used as automatic  
Boom Cats (side)  
Cableway Operators  
Clamshell Operator (under 3 yds.)  
Concrete Slip Form Paver  
Cranes (over 25 tons, including 45 tons)  
Crusher, Grizzle & Screening Plant Operator  
Draglines (under 3 yds.)  
Elevating Belt (holland type)  
Gradeall (1 yd. to 3 yds.)  
H. D. Mechanic  
H. D. Welder  
Loader Operator (front-end & overhead, 4 yds, incl. 8 yds.)  
Mucking Machine  
Quad-track or similar equipment  
Rubber-tired Scrapers  
Shovels (under 3 yds.)  
Tractors (D-6 & equivalent & over)

OPERATING ENGINEERS  
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GROUP VIII

Backhoes (3 yds. & over)  
Cranes (over 45 tons, and ALL climbing, rail & tower)  
Clamshell Operator (3 yds. & over)  
Derricks & Stifflegs (65 tons & over)  
Draglines (3 yds & over)  
Loader (360 degrees revolving Koehring Scooper or similar)  
Loaders (overhead & front-end, over 8 yds)  
Helicopter Pilot  
Shovels (3 yds. & over)  
Whirleys & Hammerheads, ALL

GROUP IX

Transi-Lift

ALL CRANE BOOMS, INCLUDING TOWER CRANES:

Measure from center of rotation to center of shaft  
(radius): 130' to 200' .30 hr. Additional to classification  
Over 200' .60 hr. Additional to classification

WAGE RATES

9/2/91

Group I	\$15.93
Group II	16.23
Group III	16.78
Group IV	16.93
Group V	17.08
Group VI	17.33
Group VII	17.58
Group VIII	18.23
Group IX	19.98

FOREMAN: Shall be paid one dollar (1.00) per hour over the scale of the highest scale supervised.

FRINGE PAYMENTS

	<u>9/1/91</u>	<u>6/1/92</u>	<u>6/1/93</u>
Health and Security	\$1.90	\$2.15	\$2.30
Pension	2.50		
Apprenticeship & Training	.10		

OPERATING ENGINEERS  
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APPRENTICE RATES

<u>BASE RATE:</u> (Group VI)	<u>9/2/91</u>
65% 1000 Hours	\$11.26
70% 1000 Hours	12.13
75% 1000 Hours	13.00
80% 1000 Hours	13.86
85% 1000 Hours	14.73
90% 1000 Hours	15.60

Painters  
Appendix A  
Wage Rates

	<u>9/2/91</u>
Journeyman Painters	\$16.34
Taper Finishers	16.59
Spray Painters, Steel Painters, Steam Cleaning, Acid Etching, Sign Writers	16.84

Foreman shall be paid an additional ten percent (10%) over and above the average rate of pay of those journeymen working under his supervision.

Fringe Payments

	<u>12/1/90</u>
Health and Welfare	\$1.30*
Pension	1.30
Apprenticeship	.03

This District Council No. 54 Administration Fee check-off shall be 3% of the current Painters' basic wage, which is deducted from the wages, computed on actual hours worked.

Apprentice Rates

Painting Apprentices

1st 6 months' period	50% of Journeyman's Wages
2nd 6 months' period	55% of Journeyman's Wages
3rd 6 months' period	60% of Journeyman's Wages
4th 6 months' period	70% of Journeyman's Wages
5th 6 months' period	80% of Journeyman's Wages
6th 6 months' period	90% of Journeyman's Wages
Thereafter	100% of Journeyman's Wages

Taping Apprentices

1st 3 months' period	50% of Journeyman's Wages
2nd 3 months' period	60% of Journeyman's Wages
3rd 3 months' period	75% of Journeyman's Wages
4th 3 months' period	85% of Journeyman's Wages
5th 3 months' period	90% of Journeyman's Wages
6th 3 months' period	95% of Journeyman's Wages
Thereafter	100% of Journeyman's Wages

\* Any future increases to the Union's Health and Welfare contributions required under the maintenance of benefits provision of this agreement will be deducted from the hourly wage rate until such wage reductions reach a total of seven cents (\$0.07) per hour.

PIPEFITTERS

APPENDIX A

WAGE RATES

Basic Hourly Rate Effective:	<u>9/2/91</u>
Basic Hourly Wage Rate	\$19.73
Vacation	2.75

Vacation pay shall be included in the basic rate for all computation of overtime, shift differential, working dues, or any rate of pay for all employees covered by this agreement.

FOREMAN: 10% above basic rate inclusive of vacation.

GENERAL FOREMAN: 20% above basic rate inclusive of vacation.

DUES CHECK-OFF TO 598: 1-1/2% of basic hourly rate inclusive of vacation, including overtime rate of basic hourly wage rate inclusive of vacation.

FRINGE PAYMENTS

	<u>7/1/91</u>	<u>6/1/92</u>
Medical & Dental	2.80	3.00
National Pension	1.10	1.10
State Pension	1.05	1.05
JATC*	.26	.26

\* Includes 8¢ to National UA/NCA Training Trust Fund.

APPRENTICE RATES

Apprentices shall receive a basic hourly wage rate based upon a percentage of the established basic hourly wage rate for journeymen employed within the bargaining unit and vacation pay as indicated below:

<u>APPRENTICE TIME</u>	<u>PERCENTAGE</u>	<u>VACATION</u>
First six months	35%	1.00/hr
Second six months	40%	1.00/hr
Third six months	50%	1.00/hr
Fourth six months	55%	1.00/hr
Fifth six months	60%	2.75/hr
Sixth six months	65%	2.75/hr
Seventh six months	70%	2.75/hr
Eighth six months	80%	2.75/hr
Ninth six months	85%	2.75/hr
Tenth six months	95%	2.75/hr

ROOFERS  
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ROOFERS  
APPENDIX A  
WAGE RATES

CLASSIFICATION                      9/2/91

Foreman	18.46
Journeyman	16.78

Foreman: 10% over highest paid classification

FRINGE PAYMENTS

6/1/90

Health & Security	1.70
Pension	1.20
JATC	.15

Dues: 38.00 per month

APPRENTICE RATES

Apprentice 95%  
Apprentice 90%  
Apprentice 85%  
Apprentice 80%  
Apprentice 75%  
Apprentice 70%  
Pre-Apprentice 60%

SHEETMETAL  
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SHEETMETAL

APPENDIX A

WAGE RATES

	<u>9/2/90</u>	<u>9/1/91</u>	<u>9/2/91</u>
Journeyman	\$18.76	\$18.70	\$19.35

FOREMAN: Journeyman Scale Plus 10%

GENERAL FOREMAN: Journeyman scale plus 20%

FRINGE PAYMENTS

<u>JOURNEYMEN</u>	<u>1/1/92</u>
Health and Welfare	1.70
Northwest Pension	1.10
National Pension	.88
SASMI Fund 3%	3%
International Trust	.36
Local Training Fund	.26
National Training Fund	.10
Vacation (Deduct)	1.02

<u>APPRENTICES</u>	<u>1/1/92</u>
Health and Welfare	1.70
Northwest Pension	1.10**
National Pension	.88*
SASMI Fund 3%	3%*
International Trust	.36*
Local Training Fund	.26
National Training Fund	.10
Apprentice Vacation (Deduct)	.52***

\* There will be no contributions for first year apprentices. The contributions commence in the first half of the second year (50%) for all such apprentices.

\*\* No contributions to the local Pension Plan will be made by the Contractor for Sheet Metal Apprentices until such apprentice begins the first half of the fourth year (70%), at which time the Contractor will pay the above applicable rate of contribution.

\*\*\* No vacation will be deducted for apprentices until the beginning of the second year (50%) unless it is requested in writing.

SHEETMETAL  
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APPRENTICE RATE

Effective 6/1/90

1st 6 months	40%	7th 6 months	70%
2nd 6 months	45%	8th 6 months	75%
3rd 6 months	50%	9th 6 months	80%
4th 6 months	55%	10th 6 months	85%
5th 6 months	60%	then to 100% on completion	
6th 6 months	65%	of apprenticeship	

SPRINKLER FITTERS  
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SPRINKLER FITTERS

APPENDIX A

WAGE RATES

9/2/91

Journeyman \$20.47

Foreman: The rate of wage for Foremen shall be one dollar and twenty-five cents (\$1.25) per hour above the Journeyman's rate

FRINGE PAYMENTS

JOURNEYMEN

1/1/91

Health and Welfare	2.65
National Pension	1.60
Local Training Fund	.10

APPRENTICE RATES

All Apprentices shall be paid a progressive increasing rate of wage based upon the following schedule:

	<u>Percentage of Journeyman Rate</u>
Class 1	45%
Class 2	50%
Class 3	55%
Class 4	60%
Class 5	65%
Class 6	70%
Class 7	75%
Class 8	80%

TEAMSTERS  
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TEAMSTERS  
APPENDIX A  
CLASSIFICATIONS

GROUP I

Escort Driver or Pilot Car  
Helper or Swamper  
Pickup Hauling Employees or Material

GROUP II

Ambulance Driver (when in operation)  
Fish Truck  
Flat Bed Truck, single rear axle  
Fork Lift, 3000 lbs. & under  
Leverperson Loading Trucks at Bunkers  
Mechanic Shop  
Seeder & Mulcher  
Stationary Fuel Operator  
Team Driver  
Tractor (small, rubber-tired, pulling trailer or similar equipment)  
Water Tank Truck, up to 1800 gallons  
Mechanic, Shop

GROUP III

Bus Driver or Employee haul  
Flat Bed Truck, dual rear axle  
Power Boat Hauling Employees or Material  
Tireperson No. 1

GROUP IV

Buggy Mobile & Similar  
Bulk Cement Tanker  
Oil Tank Driver  
Power Operated Sweeper  
Straddle Carrier (Ross, Hyster & Similar)  
Transite Mixers & Trucks Hauling Concrete: 3 yd. & under  
Trucks, side, end & Bottom Dump: under 6 yds.  
Water Tank Truck: 1801 - 4000 gallons

TEAMSTERS  
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GROUP V

Auto Crane: 2000 lb. capacity  
Bulk Cement Spreader  
Dumpton: 6 yd. & under  
Flat Bed Truck with Hydraulic System  
Fork Lift: 3001-16,000 lbs.  
Fuel Truck Driver, Steam Cleaner & Washer  
Rubber-tired Tunnel Jumbo  
Scissors Truck  
Slurry Truck Driver  
Transite Mixers and Trucks Hauling Concrete: over 3 yd. to & incl. 6 yd.  
Water Tank Truck: 4001-6000 gallons  
Wrecker & Tow Truck

GROUP VI

Burner, Cutter & Welder  
Oil Distributor Driver (road, bootperson, leverperson, helper)  
Service Greaser  
Tireperson No. 2  
Trucks, side, end & bottom dump: over 6 yds. to & incl. 12 yds.

GROUP VII

A-Frame  
Warehouseperson  
Water Tank Truck: 6001-8000 gallons

GROUP VIII

Dumpton, over 6 yd.  
Semi-truck & Trailer, 50 ton and under Lowboy  
Transite Mixers & Trucks Hauling Concrete: over 6 yds. to & incl. 10 yds.  
Trucks, side, end & bottom dump: over 12 yds. to & incl. 20 yds.

GROUP IX

Lowboy, over 50 ton  
\*Tractor with Steer Trailer  
Truck-mounted Crane (with load bearing surface, either mounted or pulled)  
Water Tank Truck: 8001-10,000 gallons

\*Both Operators to receive same rate, and not to conflict with DW's & similar classification GR XII, pulling trailer

TEAMSTERS  
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GROUP X

Flaherty Spreader Box Driver  
Flowboys  
Fork Lift: 16,000 lbs. & over  
Semi-end Dumps  
Transite Mixers & Trucks Hauling Concrete: over 10 yds. to & incl. 15 yds.  
Trucks, side, end & bottom dump: over 20 yds. to & incl. 30 yds.  
Water Tank Truck: 10,001 - 12,000 gallons

GROUP XI

Mechanic, Field

GROUP XII

Tournarocker, DW's & similar, with 2 or 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater  
Transite Mixers & Trucks Hauling Concrete: over 15 yds. to & incl. 20 yds.  
Trucks, side, end & bottom dump: over 30 yds. to & incl. 40 yds.  
Water Tank Truck: 12,001 - 14,000 gallons

GROUP XIII

Transite Mixers & Trucks Hauling Concrete: over 20 yds.  
Trucks, side, end & bottom dump: over 40 yds. to & incl. 50 yds.

GROUP XIV

Trucks, side, end & bottom dump: over 50 yds. to & incl. 100 yds.

GROUP XV

Trucks, side, end & bottom dump: over 100 yds.  
Helicopter Pilot Hauling Employees or Materials

Truck-Tractor pulling 2 trailers - ADD 10¢ yardage scale (for second trailer)  
Truck-Tractor pulling 3 trailers - ADD 20¢ yardage scale (for third trailer)  
Truck pulling Farm, Tilt, Drop, Utility and Pole Trailer, except  
Semi-Trucks or Low Boys - ADD 15¢ over yardage scale

TEAMSTERS  
PAGE 4 OF 4  
EFFECTIVE DATE: 9/2/91

REVISED:  
9/20/91

WAGE RATES

<u>GROUP</u>	<u>9/2/91</u>
I	\$14.26
II	16.45
III	16.49
IV	16.55
V	16.64
VI	16.85
VII	16.89
VIII	16.95
IX	16.99
X	17.10
XI	17.14
XII	17.45
XIII	17.59
XIV	17.75
XV	17.89

FOREPERSON OR DISPATCHER: 1.00 over highest classification supervised

FRINGE PAYMENTS

9/2/91

Health and Security	\$2.29
Pension	1.82
Training	.14

APPRENTICESHIP RATES

0 - 700 hours	70% Journeyman Rate
701 - 1400 hours	80% Journeyman Rate
1401 - 2100 hours	90% Journeyman Rate

APPENDIX "A"

HANFORD DAILY TRAVEL PAY

	<u>700</u>	<u>3000</u>	<u>300</u>	<u>400</u>	<u>200-E</u>	<u>200-W</u>	<u>100</u>
Asbestos Workers	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Boilermaker	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Brickmasons	7.00	7.00	7.00	10.00	10.00	10.00	10.00
Carpenters	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Cement Masons	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Electricians	-0-	-0-	10.00	10.00	10.00	10.00	10.00
Ironworkers	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Laborers	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Millwrights	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Operating Engineers	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Painters	9.00	9.00	9.00	10.00	10.00	10.00	10.00
Pipefitters	3.64	7.56	9.10	10.00	10.00	10.00	10.00
Roofers	-0-	-0-	.57	10.00*	10.00*	10.00*	10.00
Sheet Metal Workers	-0-	-0-	5.81	10.00	10.00	10.00	10.00
Sprinkler Fitters	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Teamsters	9.00	9.00	9.00	10.00	10.00	10.00	10.00

\* These rates apply to all jobs bid on or after October 1, 1985

APPENDIX "B"

(Sample)

Alternating 4 - 10 Hour Shifts (Two Shifts)

	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.
1st Shift	A	A	A	A	B	B	B
	1	2	3	4	5	6	7
2nd Shift	C	C	C	C	D	D	D
1st Shift	B	A	A	A	A	B	B
	8	9	10	11	12	13	14
2nd Shift	D	C	C	C	C	D	D
1st Shift	B	B	A	A	A	A	B
	15	16	17	18	19	20	21
2nd Shift	D	D	C	C	C	C	D
1st Shift	B	B	B	A	A	A	A
	22	23	24	25	26	27	28
2nd Shift	D	D	D	C	C	C	C
1st Shift	B	B	B				
	29	30	31				
2nd Shift	D	D	D				

A and B - Day Shifts

C and D - Second Shifts

**PLAN FOR NOTIFYING EMPLOYEES  
NOT TO REPORT TO WORK**

The Hanford Administrative Committee, in accordance with Article XIII, Section 4., has determined that the following plan will be implemented by the EMPLOYER for the purpose of notifying employees covered by the Hanford Site Stabilization Agreement not to report to work.

The EMPLOYER will cause an announcement to be made over local radio stations broadcasting within the Tri-Cities and Yakima areas at least two hours prior to the employees regular starting time advising that construction operations are closed and that the EMPLOYERS' employees should not report to work.

A general announcement will be considered to apply to all employees of the EMPLOYER, and to all activities of the EMPLOYER, except for those employees and/or activities which are specifically identified as not being affected by the announcement.

Further, employees will recognize and adhere to a similar announcement issued by the OWNER, the U. S. Department of Energy, and will assume that such general announcements addressing the Hanford Site and/or Hanford employees will include employees of the EMPLOYERS.

The announcement will apply only to the shift immediately following the time of the announcement unless the announcement gives instructions to the contrary.

Every effort will be made by the EMPLOYER (or OWNER) to get the announcement on the following radio stations:

TRI-CITIES

KALE - FM 95  
KZZK - FM 102.7  
KONA - FM 105.3  
KHWK - FM 106.5

KONA - AM 610  
KORD - AM 870  
KIOK - AM 960  
KOTY - AM 1340

YAKIMA

KUTI - AM 980  
KIT - AM 1280

HANFORD SITE STABILIZATION  
TRANSITION AGREEMENT

THIS AGREEMENT, by and between Kaiser Engineers Hanford (hereinafter "EMPLOYER") and the Building and Construction Trades Department, AFL-CIO, and the International Unions affiliated therewith signatory hereto, and the International Brotherhood of Teamsters (hereinafter "UNIONS") shall be considered effective and binding as of the last date subscribed below.

WITNESSETH:

WHEREAS, EMPLOYER has recently been awarded a contract by the Federal Department of Energy to serve as engineer/constructor for projects undertaken at the Department of Energy's Hanford Reservation located in the State of Washington: and

WHEREAS, by virtue of the award of the above-described contract, EMPLOYER accedes to those interests previously held by J. A. Jones Construction Services Company ("JONES") in regard to the employment, both directly and through its wholly owned subsidiaries, of craft labor under the terms of the now-existing Hanford Site Stabilization Agreement: and

WHEREAS, both EMPLOYER AND UNIONS recognize that it is in the national interest to achieve a smooth transition of construction operations from JONES to Contractor without causing disruption or upset to those craft employees presently employed by JONES at the Hanford site: and

WHEREAS, EMPLOYER desires to become signatory to the Hanford Craft Stabilization Agreement, and, thereby, enjoy full right of participation in the negotiation of its terms and conditions, as well as oversee day-to-day administration of the Agreement as previously enjoyed by EMPLOYERS predecessor JONES: and

WHEREAS, UNIONS desire to evidence their recognition of EMPLOYER as successor to those interests previously held by JONES under the terms of the Hanford Site Stabilization Agreement by virtue of its new contractual relationship with the Department of Energy;

EMPLOYER COMPLIANCE AGREEMENT  
AND  
SIGNATURE SHEET

The undersigned Employer hereby acknowledges that he is in receipt of the SITE STABILIZATION AGREEMENT FOR ALL CONSTRUCTION WORK FOR THE U. S. DEPARTMENT OF ENERGY AT THE HANFORD SITE originally executed on September 10, 1984, between J. A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., and the Building and Construction Trades Department, AFL-CIO, and its affiliated international unions, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and the HANFORD SITE STABILIZATION TRANSITION AGREEMENT, dated December 18, 1986, recognizing Kaiser Engineers Hanford Company as the successor to J. A. Jones Construction Services Company, effective March 1, 1987.

The undersigned Employer hereby agrees to be bound by and comply with all terms and conditions of the aforementioned Agreement, including its appendices, and any modifications thereto which may be agreed to by the parties to the Agreement from time to time.

BY:

NAME, TITLE \_\_\_\_\_

DATE \_\_\_\_\_

FOR:

EMPLOYER (COMPANY) \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and promises set forth below, EMPLOYER AND UNIONS agree as follows:

1. EMPLOYER is hereby recognized by the UNIONS as a successor in interest to those rights, duties and obligations now held by JONES under the terms of the Hanford Site Stabilization Agreement effective 12:01AM, March 1, 1987.

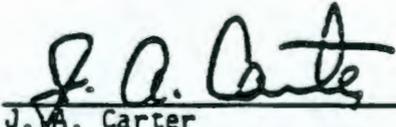
2. EMPLOYER and UNIONS hereby agree that those craft employees on the payroll of JONES as of February 28, 1987, shall automatically be transferred to the payroll and become the employees of EMPLOYER effective 12:01AM, March 1, 1987.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement this 15<sup>th</sup> day of DECEMBER 1986

EMPLOYER:

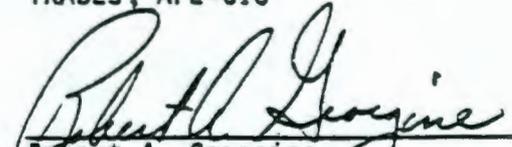
KAISER ENGINEERS HANFORD,  
COMPANY

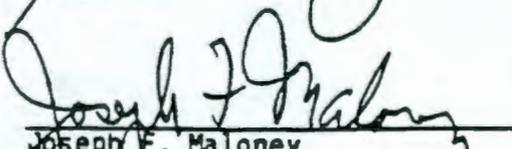
  
C. R. Fitzgerald  
Vice President

  
J. A. Carter  
Manager, Labor Relations

UNION:

BUILDING AND CONSTRUCTION  
TRADES, AFL-CIO

  
Robert A. Georgine  
President

  
Joseph F. Maloney  
Secretary - Treasurer

AND ITS INTERNATIONAL UNIONS

AND

INTERNATIONAL BROTHERHOOD  
OF  
TEAMSTERS

Filler Sheet

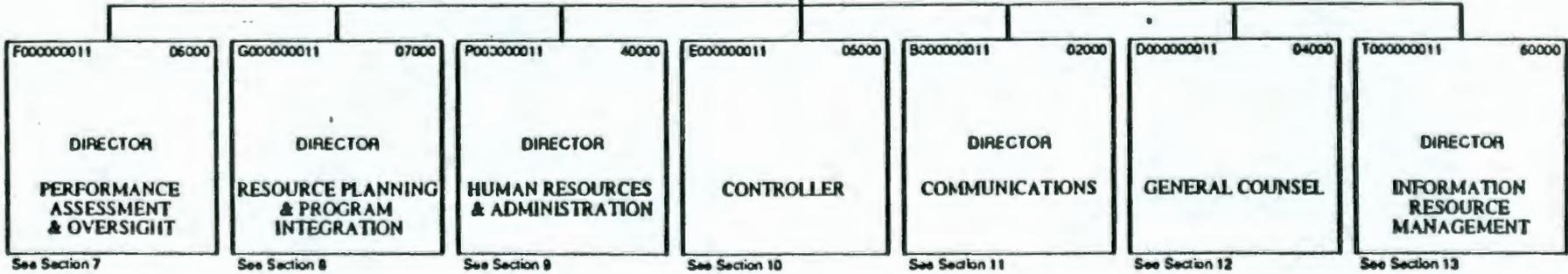
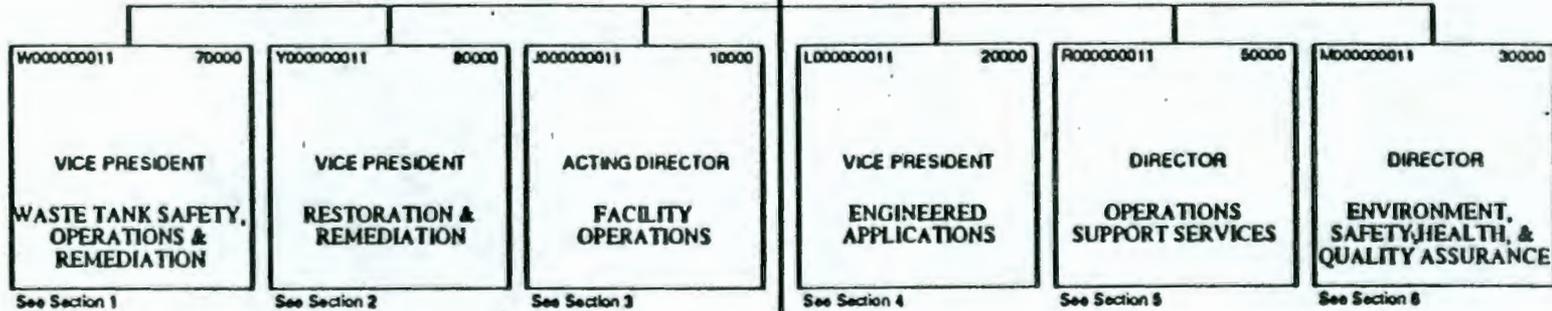
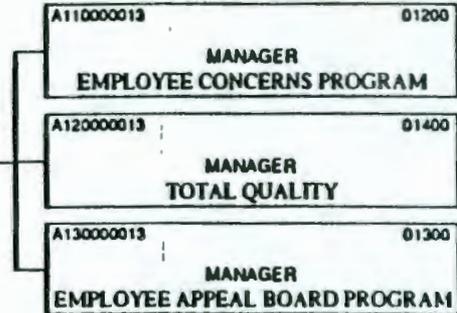
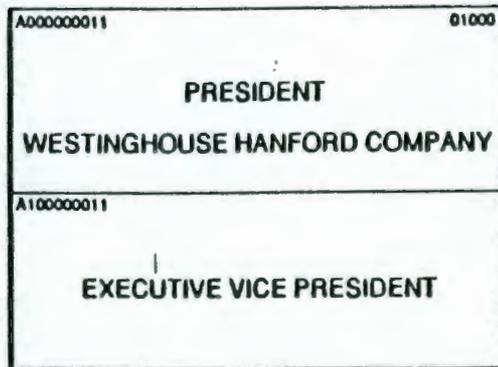
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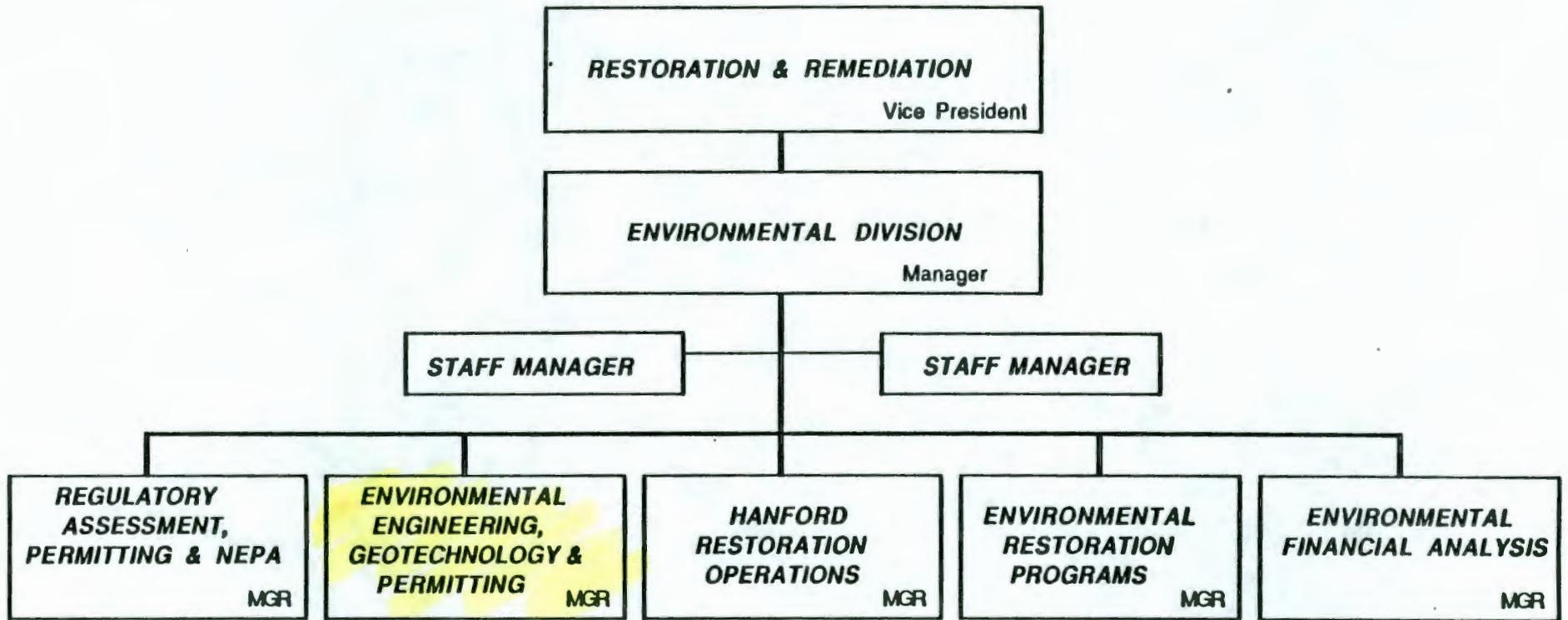
**ATTACHMENT 2**  
**APPENDICES**

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**APPENDIX 1**

**WHC ORGANIZATION CHART; DEPARTMENT FUNCTIONAL  
RESPONSIBILITIES; NUMBER OF EMPLOYEES BY LABOR CLASSIFICATION,  
EXEMPT/NONEXEMPT**





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WESTINGHOUSE HANFORD COMPANY  
ORGANIZATION CHARTS AND CHARTERS

Manual Section Page Effective Date Organization  
WHC-CM-1-2 CH11.1\*, REV 2 1 of 2 June 1, 1990 EWM/Environmental Division

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TITLE:

Approved by

ENVIRONMENTAL DIVISION

  
R. J. Bliss, Vice President  
Environmental and Waste  
Management

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### 1.0 CHARTER

The Environmental Division is responsible for planning, coordinating, and integrating Westinghouse Hanford Company (WHC) environmental activities.

### 2.0 SCOPE

The scope of Environmental Division activities includes regulatory compliance activities, interfacing with regulatory agencies, preparation and submittal of environmental permit applications, near-field groundwater monitoring, technology development and engineering support for environmental and decontamination and decommissioning activities, environmental assurance, environmental surveillance and monitoring, surplus facilities management, decontamination and decommissioning, and site remediation.

### 3.0 RESPONSIBILITIES

#### 3.1 OVERALL ENVIRONMENTAL DIVISION MANAGEMENT

Maintain an active program to improve quality and cost effectiveness of WHC environmental programs by providing environmental oversight, remedial actions, permitting, interfaces with the regulators, decontamination and decommissioning, and surplus facilities management. Provide control over environmental documents and environmental records management.

#### 3.2 REGULATORY ASSESSMENT

Develop, coordinate, implement, and support environmental policies and applicable regulatory guidance for WHC components through integration of environmental compliance and cleanup planning activities. Provide guidance to operational organizations on environmental requirements to be implemented in operating facilities.

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\*This Charter was previously identified as CH 11.0. This is a total rewrite; therefore, no revision bars are used to indicate changes.

**3.3 ENVIRONMENTAL ENGINEERING, TECHNOLOGY AND PERMITTING**

Prepare and coordinate technology development, performance assessment, geotechnical findings, and engineering studies in support of environmental permits, permit revisions, and closure plans that document the regulatory and Hanford Site requirements.

**3.4 ENVIRONMENTAL ASSURANCE**

Establish, implement, and maintain programs to inspect and appraise operations and activities for compliance with applicable environmental regulations, standards, and criteria, as well as recommend actions to correct deficiencies detected during audits/appraisals.

**3.5 DECOMMISSIONING AND ENVIRONMENTAL OPERATIONS**

Perform the environmentally safe, sound, and cost-effective management of surveillance and maintenance activities for surplus and excess contaminated facilities and inactive waste sites on the Hanford Site. Plan and conduct programs for environmental restoration, decontamination and decommissioning, or beneficial reuse of these facilities.

**3.6 ENVIRONMENTAL RESTORATION PROGRAM**

Integrate technology development and provide primary interface between WHC and U.S. Department of Energy-Richland Operations Office (DOE-RL) in matters pertaining to the Hanford Environmental Restoration and Remedial Action Program.

**4.0 AUTHORITY**

Represent WHC as the interface with DOE-RL, other contractors, and regulatory agencies on environmental matters to ensure coordination and compliance with environmental regulatory requirements. The Environmental Division has the authority to stop work upon observance of an imminent environmental hazard. This authority resides with the Manager, Environmental Division, or as specifically delegated by the Environmental Division Manager in accordance with company policy to a Level 4 manager or above.

**5.0 INTERFACES**

The Environmental Division interfaces directly with other WHC Hanford and corporate functions, DOE-RL, Federal, State, and local regulatory agencies, as well as other contractor personnel in matters relating to the environment. This includes regulatory compliance, surplus facilities management, remedial actions, environmental restoration, and Hanford Site environmental permitting.

FULL TIME EQUIVALENTS  
CHARGED TO  
ENVIRONMENTAL RESTORATION PROGRAM

	<u>Exempt</u>	<u>Nonexempt</u>	<u>Barg Unit</u>	<u>Total</u>
Manager's Office	.2			.2
Regulatory Assessment Permitting & NEPA	8.5	1.5		10.0
Env. Engineering & Geotechnology	92.6	15.1		107.7
Hanford Restoration Operations	11.6	1.3	14.3	27.2
Env. Restoration Programs	18.3	4.2		22.5
Env. Financial Analysis	2.3	.5		2.8
	-----	-----	-----	-----
TOTAL	133.5	22.6	14.3	170.4

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**APPENDIX 2**  
**INTERFACE MATRIX OF HANFORD**  
**ON-SITE CONTRACTORS**

**APPENDIX 2**  
**Required Technical and Administrative Interfaces**  
**with Hanford On-Site Prime Contractors**

ACTIVITIES	WHC	PNL	HEHF	KEH
Agreements with landlord for access to investigation areas	x			
Excavation permits relative to utilities and buried surfaces	x			
Site approval for application of herbicide	x			
Review/approval of ALARA plans and Safety Assessments	x			
Supply, disposal and laundry of SWP clothing	x			
Supply and disposal of personal protection equipment (PPE)	x			
Calibration and maintenance of health and safety equipment	x			
Maintenance of dosimetry, health baseline, and training records	x		x	
Security, fire, and emergency services	x		x	
Cultural resource surveys		x		
Maintenance of historical records, baseline maps, and engineering drawings	x			
Mixed and hazardous waste storage and disposal	x			
Purgewater collection and disposal	x			
Decontamination of equipment and disposal of wastes	x			
Utilities for field activities; procurement, storage, delivery of fuels, bottled air, etc.	x			
Maintenance of vehicles and equipment	x			
Release of site to return to landlord	x			
Release and shipping of materials offsite	x			
Records management and administrative record	x			
Input and access to Information Management Resources	x			
Public relations & communications; TPA quarterly updates, meetings & negotiations	x			
Hanford Integrated Planning	x	x		
Technology Development Integration		x		
Five Year Plan Preparation	x			
Office of Sample Management	x			
Other Hanford site services as defined by Appendix 3	x	x	x	x

APPENDIX 2  
Required Technical and Administrative Interfaces  
with Hanford On-Site Prime Contractors

ACTIVITIES

1. Agreements with landlord for access for investigation areas.

Landlord responsibilities are assigned to specific site contractors for all Hanford facilities (e.g., building and waste sites). The landlords are to be cognizant of all activities conducted in their facilities. The ERMC is responsible for notifying and obtaining approval prior to entering a landlord's facility. If work is performed in the landlord's facilities, the ERMC is also responsible for complying with any conditions the landlord deems necessary for maintaining control within the facility.

2. Excavation permits relative to utilities and buried surfaces

Excavation permits are required prior to any disturbance of the subsurface soil conditions on the Hanford Site. Excavation permits identify subsurface utilities, pipelines, instrument cables and other buried structures which maybe adversely impacted by the planned work. The ERMC is responsible for obtaining excavation permits from the O&E contractor.

3. Site approval for application of herbicide

Herbicide application must be performed by a certified commercial operator under the authority of a certified commercial applicator both to be certified by the State of Washington. The ERMC may subcontract for their services or obtain these services through the O&E contractors.

4. Review/approval of ALARA plans and Safety Assessments.

Work performed for the ERMC using O&E contractor personnel require review by the O&E contractor to ensure that ALARA plans and Safety Assessments adequately protect O&E contract personnel.

5. Supply, disposal and laundering of SWP clothing.

Clean Special Work Permit (SWP) clothing will be obtained through the O&E contractor. The ERMC is responsible for meeting the conditions of the O&E contractor for the handling and pick up of soiled SWP clothing.

6. Supply and disposal of personal protection equipment (PPE).

During the assessment and remediation activities, personal protective equipment (PPE) and respiratory protection may be required. These items, including special work permit (SWP) clothing, will be supplied, maintained, laundered, and/or disposed of by the O&E contractor. Self contained breathing apparatus are available from HEHF.

7. Calibration and maintenance of health and safety equipment.

The calibration and maintenance of health and/or safety equipment provided by Hanford Site contractors will be the responsibility of the supplying organization.

8. Maintenance of dosimetry, health baseline, and training records.

Issuance, tracking, and reporting of dosimetry will be the responsibility of the O&E. Physicals and maintenance of health baseline records is performed by HEHF. The recording, tracking, and maintenance of an individual's industrial, safety, and procedural training records will be the responsibility of the organization by which the individual is employed.

9. Security, fire, and emergency services.

Security, fire, and emergency services will be provided by the O&E contractor.

10. Cultural resource surveys.

Cultural resource survey's are required prior to commencing work on the Hanford Site to ensure cultural artifacts are actively managed. The ERMC will interface with R&D contractor to obtain cultural resource surveys.

11. Maintenance of historical records, baseline maps, and engineering drawings.

Historical records, maps and engineering drawing of the Hanford Site are managed by the O&E contractor. The ERMC will interface with the O&E contractor to access these records.

12. Mixed and hazardous waste storage and disposal.

Storage and disposal of liquid and solid radioactive, mixed and hazardous wastes is the responsibility of the O&E contractor. The ERMC, as a waste generator, is responsible for complying with the conditions set by the O&E contractor for waste packaging and transport. The criteria which must be met by the ERMC as a waste generator are defined in the document "Hanford Site Solid Waste Acceptance Criteria" WHC-EP-0063. Waste storage and disposal costs are developed by the O&E contractor and converted to unit rates and assessed to the waste generator. The ERMC is responsible for projecting multi-year waste volume generation rates and providing these estimates to the O&E contractor annually.

13. Purgewater collection and disposal.

The groundwater purged from groundwater wells during sampling or testing may be considered hazardous and will require collection and disposal. This service will be supplied by the O&E contractor.

14. Decontamination of equipment and disposal of wastes.

During the process of characterization or remediation, instruments, equipment, vehicles, etc., may become contaminated by hazardous and/or radioactive materials. Those items that cannot be decontaminated at the characterization or remediation site will be taken to an appropriate facility on the Hanford Site for decontamination. This services will be provided by the O&E contractor. The disposal of the decontamination waste generated at the characterization or remediation site or at other decontamination facilities will be the responsibility of the O&E contractor.

15. Utilities for field activities & Procurement, storage, and delivery of fuels, bottled air, etc.

Site procurement, storage and delivery of the fuels and bottled air is the responsibility of the O&E contractor. The ERMCM will interface with the O&E contractor to obtain these services.

16. Maintenance of vehicles and equipment.

Vehicle and mobile equipment maintenance services is the responsibility of the O&E contractor. The ERMCM will interface with the O&E contractor to obtain these services.

18. Release of site to return to landlord.

Upon completion of remediation work in compliance with a Record of Decision under CERCLA or Closure Plan under RCRA and final acceptance of the work by the regulating agency, the site will be returned to the O&E contractor who is the designated landlord for that particular area of the Hanford site.

19. Release of shipping of materials offsite.

The release and shipping of materials off site is the responsibility of the O&E contractor. The ERMCM is responsible for delivering materials for shipment offsite to the O&E contractor and complying with the conditions of the O&E contractor. The criteria which must be met by the ERMCM for preparation of materials for shipment offsite are defined by DOT Regulations and in the document "Hanford Site Solid Waste Acceptance Criteria" WHC-EP-0063.

20. Records management and administrative record.

Environmental data, records, documents and files pertaining to the cleanup of Hanford will be preserved as required by Article XXXVI of the Tri-Party Agreement. The O&E contractor is responsible for administering a comprehensive records and data management system. The ERMCM is responsible providing all records covered by this statement of work to the O&E contractor.

21. Input and access to Information Management Resources.

Computer hardware and software acquisition is the responsibility of the O&E contractor. The ERMC is responsible for identifying specific needs, preparing budget and acquisition documentation and effectively utilizing the information resources in accordance with all applicable policies and requirements.

22. Public relations and communications & Tri-Party Agreement quarterly updates, meetings and negotiations.

Responsibilities for the DOE, EPA, Ecology and Hanford Site contractors in carrying out the requirements of the Tri-Party Agreement are identified in the Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement) Handbook, RL-TPA-90-0001. The ERMC is responsible for complying with this handbook when implementing the requirements of the Tri-Party Agreement. The O&E contractors is responsible for maintaining and updating this Handbook as required.

23. Hanford Integrated Planning.

The O&E and R&D contractors are responsible for preparing a set of technical planning documents which identify the technical tasks implied by the overall direction in each mission area and the technical options for successful completion of the tasks. These technical planning documents, the Hanford Mission Plan and the Hanford Site Specific Technology Plan are prepared and updated annually. The ERMC is responsible for the Environmental Remediation mission area and will support the planning process by identifying and prioritizing problems/issues and evaluating them against an established set of criteria.

24. Technology development integration.

New and innovative technology development coordination for the Hanford Site is the responsibility of the R&D contractor. The ERMC is responsible for identifying its technology needs to the R&D contractor.

25. Five-Year Plan Preparation.

Overall coordination and preparation of the Five-year Plan is the responsibility of the O&E contractor. The ERMC is responsible for preparing the activity data sheets (ADS) in their specific areas of responsibility, preparing detailed cost estimating backup information and justifying required budget and labor estimates to DOE. The ERMC is also responsible for providing this information to the O&E contractor in support of the Five-Year Plan preparation.

26. Office of Sample Management.

The Office of Sample Management (OSM) is organized to coordinate and oversee the management of samples to be analyzed by onsite WHC and PNL laboratories. OSM will monitor and evaluate regulatory compliance of laboratories, assess and coordinate laboratory capabilities and provide laboratory data validation services. The ERMC will submit samples to OSM for radioactive and mixed waste samples exceeding 1.0 mrhm/hr.

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**APPENDIX 3**  
**SITE SUPPORT SERVICES HANDBOOK**  
**AND**  
**TYPES OF DATA BASES**

\* DENOTES MANDATORY SERVICES FOR ERM

## INTRODUCTION

The Hanford Site Services Handbook (HSH), issued as part of RL 1400.1A, identifies the contractor organization designated as the mandatory source for certain site services and the RL Division responsible for oversight of that service. All services identified in this handbook must be obtained from the service provider identified unless specific exemptions are obtained in writing from the DOE oversight office identified for that service. Contractors exercising an exemption to mandatory source requirements will do so under the direct oversight of the DOE office identified herein for that service.

In the course of performing its function of oversight and direction of Hanford service operations, RL will conduct appraisals of both contractor management of services and their utilization of services.

NOTE: THIS IS NOT A CONTROLLED COPY OF THE HANFORD SITE SERVICES HANDBOOK. FOR COPIES OR INFORMATION ABOUT THIS HANDBOOK, PLEASE CONTACT RL-SMD AT 6-9624.

<u>MANDATORY SERVICE</u>	<u>ORG/UNIT</u>	<u>PHONE</u>	<u>DIV.</u>	<u>PHONE</u>
Air Quality Surveillance (Nonradiological)	HEHF-EHS	376-7040	SMD	376-7034

Provide ambient air quality monitoring network and source sampling capabilities as required to support site operating facilities such as PUREX, steam plants, and fuels fabrication areas.

* Alcohol, Procurement of	WHC-PROCUR	376-8559	PRO	376-2031
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Procures alcohol for all Hanford contractors.

* Argon, Procurement of	WHC-PROCUR	376-7182	PRO	376-7487
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Procures argon for all Hanford contractors.

* Arms and Ammunition (Military), Procurement of	- -	- -	PRO	376-7487
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Procurement of Arms and Ammunition for DOE or cost-type contractors, which are peculiar to the military services shall be made by DOE.

#### Audio-visual Services:

Reviews special equipment requests and procures and accounts for all audio-visual equipment to include programming and control equipment, sound mixers, and slide projectors.

Repairs or arranges for the repair of all audiovisual equipment.

Maintains the capability and provides production support to all other contractors and DOE for all multi-media productions requiring utilization of programming or sound mixing equipment. Contractors may produce presentations in-house if within their authorized capability.

Equipment Review, Acquisition and Accountability	WHC-IRM	376-7291	SMD	376-9624
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Equipment Repair	WHC-IRM	376-6189	SMD	376-9624
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Production Support	WHC-IRM	376-7291	SMD	376-9624
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#### \* Automatic Data Processing

ADP & Data Communications Hardware Coordination (except PNL)	WHC-IRM	376-6422	SMD	376-5810
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WHC will develop and coordinate an approach to provide the most effective mixture of onsite contractor maintenance and maintenance agreements with offsite contractors.

* Computer Hardware and Software Procurement	WHC-PROCUR	376-3147	SMD	376-7543
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(except PNL)

Procure all computer hardware and software for Hanford contractors (except PNL) as defined in DOE Order 1360.1.

\* Computer Programming for Information Systems      WHC-IRM-BS    376-6486      SMD      376-7543

These systems are identified by data content rather than structure. They deal with the organization's operations data (financial, administrative, planning, resource management, etc.); not with the scientific or process data. The requirement applies to the development of applications requiring the use of a programming language, such as Cobol or Fortran. It does not apply to end user computing functions performed by persons whose main responsibility is in a field other than ADP; e.g., engineering, R&D, material, personnel, financial/accounting, secretarial, human resources, etc.

\* Centralized Computer Software Library (RLSEC)      WHC-IRM-BS    376-6605      SMD      376-5810

Maintain an indexed, centralized file of software available at Hanford Site with a description of the function of each application, utility or operating system. This will be a continuation of RL Software Exchange Center (RLSEC) functions.

\* Computer Software, Exchange with Governmental Agencies (Procurement Coordination Only)      WHC-IRM-BS    376-6605      SMD      376-5810

Coordinate the procurement of ADP software from government agencies, including other DOE sites, for the Hanford contractors. Procurement will be performed by WHC-IRM, except for WHC and PNL which may procure their own software.

\* Computer Software License Agreements (Review and Coordination Only)      WHC-IRM-BM    376-7704      SMD      376-5810

Review and coordinate all software license agreements for computer codes that will be run on WHC-IRM operated equipment.

\* Coordinate Offsite ADP Services      WHC-IRM      376-7118      SMD      376-5810

This is a facilitation and tracking function rather than an approval function.

\* Coordination of ADP Training/Education      WHC-IRM      376-6219      SMD      376-7237

While not all ADP training will be performed by ADP Services Contractor personnel, most common training needs should be met in this fashion.

\* Data Communications Protocols and Standards Development      WHC-IRM      376-6691      SMD      376-6901

Develop data communication protocols and standards for the Site.

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## Microcomputer Maintenance

\* Maintenance Reporting and Software Maintenance      WHC-IRM      376-7076      SMD      376-7237

Provide a central point of contact for all Hanford microcomputer users to report microcomputer trouble and possible maintenance requirements.

In that PNL and WHC have existing reporting and software maintenance procedures in operation, no change is directed at this time. However, at their option, PNL and WHC may utilize the WHC-IRM reporting and software maintenance service.

WHC-IRM will provide a trouble call screening process that will categorize maintenance problems as being related to operator error, software, or hardware. WHC-IRM technicians will respond to operator and software trouble calls, and refer the user to the appropriate maintenance source.

\* Hardware Maintenance      WHC-IRM      376-0129      SMD      376-7237

Provide microcomputer hardware maintenance services for all Hanford contractors. Hardware maintenance services are to include associated microcomputer peripherals.

In that PNL and WHC have existing technical staff providing microcomputer hardware maintenance, no change of maintenance source is directed at this time. However, at their option, PNL and WHC may utilize WHC-IRM microcomputer maintenance service.

\*Operation of Central MicroComputer Store      WHC-IRM      376-7071      SMD      376-7237

This will provide a ready supply of hardware and software, including loaner equipment. Procurement will be accomplished by the Site Services contractor.

Plan and Integrate Site Communications Systems (Including Data and Voice)      WHC-IRM      376-7739      SMD      376-6901

This will include evaluation of various options available to the Hanford Site.

\*Procurement Planning and Review      WHC-IRM      376-7118      SMD      376-7543

In concert with approved ADP plans, the ADP Services Contractor will either initiate procurement requests within its area of responsibility or review contractor procurement submittals for adequacy of technical specifications and required standardization.

\*Standards Preparation for Intercontractor/RL ADP and Data Communication Systems      WHC-IRM      376-6691      SMD      376-6901

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Plan, engineer, and prepare standards for intercontractor/RL ADP and data communications systems.

**\* Standards for General Usage      WHC-IRM      376-6691      SMD      376-7543**  
**Operating Systems**

Establish standards for selection, maintenance, and configuration control on general usage computer operating systems.

**Bus Service (Scheduled and Special)      WHC-U&T      376-7266      SMD      376-7155**

Scheduled bus services fall into two categories: Commuter bus service, and inter/intra area shuttle service during the day shift (operated by WHC).

The commuter service includes service to and from most points in the City of Richland, excluding the part beyond the Yakima River. This service is provided on all shifts seven days a week. Employees of all DOE cost-type operating and service contractors except construction workers who receive travel pay may ride the buses.

Inter/intra-area shuttle service is provided Monday through Friday on the day shift to provide transportation during working hours for official Government purposes. Most active site facilities and leased facilities in Richland are served on a scheduled basis. Times and stops are published subject to periodic revision.

Special Bus Service is provided for tours and other special requirements of DOE and Hanford contractors. Government buses and drivers are normally used. Requirements for buses with restrooms or other equipment not available on WHC buses may be met by commercial bus rentals arranged by WHC.

**Bus Service (construction      KEH-CF      376-6515      SMD      376-**  
**9624.**  
**Forces)**

Bus service for commuter travel is provided by KEH (for their forces only) as required by labor agreements. The service is provided to and from a single point in Richland, and is only available to designated crafts.

**\*Calibration - Test Equipment to      WHC-U&T      376-3368      PMD      376-7100**  
**NBS Standards**

Maintain the primary calibration standards for the Hanford Site. Test equipment is calibrated to NBS standards and is available to calibrate other Hanford test equipment.

**Camera Equipment - Review,      WHC-IRM      376-7291      SMD      376-9624**  
**Acquisition and Accountability**

Review special equipment requests, and procure and account for all camera equipment. Camera equipment is available for loan.

**\*Classified Shipments      WHC-PROCUR      376-7171      SAS      376-7441**

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AT 6-9624.

Coordinate the schedule and equipment for the shipment of all classified materials to or from the Hanford Site.

Concrete and Soils Testing                      KEH-FE                      376-6927                      PMD                      376-5527

KEH performs concrete testing as a function of construction engineering/inspection and arranges for required laboratory services.

**Construction**

All work determined to be covered by the Davis-Bacon Act                      KEH-OP                      376-6068                      PMD                      376-5527

All work determined to be Davis-Bacon covered will be assigned to KEH and performed by KEH CPAF forces or will be subcontracted to an offsite contractor by KEH.

Estimating (KEH-CPAF only)                      KEH-CSE                      376-3574                      PMD                      376-5527

Provide the services necessary to plan and prepare detailed construction cost estimates. Functions include labor and material quantity takeoff, pricing, reconciling cost estimates with DOE and other contractor representatives, and performing constructability analyses.

Estimating (Conceptual and Definitive Design)                      KEH-CSE                      376-3574                      PMD                      376-6144

Provide estimates, both preliminary and detailed, of the cost of design, working drawings, specifications, procurement, and construction as required by DOE for conceptual and definitive design of projects.

Scheduling (Preconstruction)                      KEH-SCH                      376-2887                      PMD                      376-6144

Provide the scheduling services necessary to plan and schedule construction projects during conceptual and definitive design. Provide both computerized scheduling support and manual project logic networking.

Subcontracting                      KEH-S&P                      376-2887                      PMD                      376-5527

For miscellaneous construction, facility repair, and other related construction services, prepare, assemble, and issue bid packages; receive and evaluate the bids; and award, administer, and modify contracts and subcontracts in accordance with drawings, specifications, and instructions.

Copiers (See Duplicating)                      - -                      - -                      - -                      - -

\* Crypto Facilities and Services                      - -                      - -                      SMD                      376-6901

Provide the equipment, procedures, and services to secure data and voice transmissions from unauthorized access.

\* Crypto Equipment Service and Maintenance                      GSA                      376-4628                      SMD                      376-6901

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Provide installation, service and maintenance of crypto equipment.

- \* **Data Communications Equipment (Procurement Coordination Only)**                      **WHC-IRM-CS 376-7189 SMD 376-6901**

Coordinate the procurement of equipment associated with transmission of data which is keyed manually or generated by machines including computers. WHC-IRM procures this equipment.

- \* **Data Communications Services**                      **WHC-IRM-CS 376-7189 SMD 376-6901**

Provide the data communication support and services per DOE-RL 5310.1.

- \* **Data Processing - Offsite (Procurement Coordination Only)**                      **WHC-IRM-CS 376-7189 SMD 376-5810**

Coordinate the procurement of computer services from other DOE facilities, other federal agencies, or from private commercial facilities.

- \* **Dosimetry - Personnel**

- \* **External**                      **PNL-HP 376-2466 SED 376-4199**

Provide measurements and evaluation of external occupational radiation exposure to workers including emergency dosimeter measurements and evaluation.

- \* **Internal**                      **PNL-HP 376-7247 SED 376-4199**

Provide measurements and evaluation of internal occupational radiation exposure to workers including emergency measurements and evaluation.

#### Duplicating

- Engineering Drawings**                      **WHC-IRM 376-6974 SMD 376-9624**

Produce full-size blue line reproductions of engineering drawings.  
Reproduction

- Equipment - Acquisition, Accountability, Control and Maintenance**                      **WHC-PM 376-8969 SMD 376-9624**

The acquisition, transfer, or turn-in of all copying/duplicating equipment shall be effected by WHC. User organizations shall submit all requests to WHC with complete justification, assessment of needs, alternative options considered, and a statement of availability of funds to purchase (or reason why lease would be more prudent). WHC will perform the necessary analysis and, if within their jurisdiction, effect the necessary action. If higher level approval is required, they will refer the request to SMD with an appropriate recommendation.

Maintenance requirements will be coordinated through WHC-PM who will maintain maintenance agreements in force with vendors where appropriate.

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Equipment (Purchased with work in progress construction funds)      KEH-F&PM      376-9174      SMD      376-9624

KEH accounts for equipment acquired through use of construction work in program (CWIP) funding.

Services - 700 Area      WHC-IRM      376-7938      SMD      376-9624

Provide all duplicating services in the 700 Area(excluding convenience copiers).

\*Electrical Service (including Emergency Systems) - Distribution to Customer Service Connection Except 400 Area - See Attachment B      WHC-U&T      373-2084      PMD      376-6214

Except as defined herein, WHC operates and maintains the Hanford Electrical Systems, consisting of 188 miles of transmission lines, 7 primary electrical substations, and approximately 109 secondary substations. WHC maintains 2 additional primary substations and the associated high voltage secondary substations in the 400 Area. This electrical system is fed directly from the Bonneville Power Administration (BPA) power system. The 300 and 400 Areas have emergency electrical networks which serve major facilities in their respective areas. Electrical generating facilities for these emergency networks are operated by WHC. Individual emergency electrical generators are not included in this service. WHC controls all systems modifications and load additions.

Emergency Preparedness Support      PNL-HP      376-1941      SED      376-4199

Provide equipment, procedures, and staff as necessary to operate UDAC in support of Hanford Site emergencies and to support DOE-RL for Region 8 emergencies.

#### Engineering

Design-Line Item and GPP Conceptual and Definitive Design      KEH-ENG      376-6170      PMD      376-5527

Provide design services, both conceptual and definitive, including studies, working drawings, and details and specifications of construction, as required by DOE for line item and GPP projects, expense or CENRTC funded projects, and other work as requested.

Field Engineering - Line Item and GPP - Construction Engineering/Inspection      KEH-PM      376-6967      PMD      376-5527

Provide field engineering as a function of construction engineering/inspection services. Services include in-process and acceptance inspection of all disciplines of project construction. Testing by qualified personnel and documentation of results are also provided. Document control of daily reports, nonconformance reports, construction document changes, and as-built of drawing originals are available.

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\* Files (Central Engineering)      WHC-IRM      376-6411      SMD      376-7962

Store, index, and provide reference services for "as-built" drawings and certified vendor information (CVI's) for Hanford Site facilities. The Hanford Plant Specifications Program provides material and equipment specifications.

300 Area      WHC-IRM      376-5421      SMD      376-7962

Hanford Plant Standards Program RL 6430.1      KEH-ENG      376-6170      PMD      376-5527

Maintain the Hanford Plant Standards (HPS). The HPS establishes uniform design engineering requirements for Hanford.

\* Library - National Standards Federal/Commercial Specifications, and Catalogs      KEH-LS      376-6941      PMD      376-7134

Provide and maintain a library, available for use by Hanford contractors, of currently and previously Hanford-used National Standards and Federal and Commercial Specifications, as well as current, commonly-used vendor catalogs.

WHC maintains a microfilm vendor catalog library in 200E.

\* Environmental Dose Calculation Overview      PNL-HP      375-3941      SED      376-4199

Provide overview of Hanford environmental radiation dose calculations through consultation, review of calculations, and approved calculational models, assumptions, and data files for contractor access.

\* Environmental Radiological Surveillance      PNL-GEOSCI      375-3934      SED      376-2044

Operate the routine and emergency environmental radioactivity monitoring program and perform environmental radioactivity surveys as necessary for partial compliance with the requirements and objectives of DOE Order 5484.1, "Environmental Program Requirements," for the Hanford Site including the collection, analysis, and evaluation of samples of air, surface and ground water, soil, vegetation, foodstuffs, biota, and external exposures both on and off the Site as necessary.

Perform radiological dose impact assessment for current and historical DOE activities on the Site.

Prepare site-wide environmental monitoring reports as required by DOE Order 5484.1.

Monitor the Columbia River to determine compliance with Washington State Water Quality Standards.

Perform radiological surveys and assessment of Site roads, railroads.  
Environmental Sample Analysis  
(Hanford Routine Programs)

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<b>Hazardous/Toxic Water Sample Analysis</b>	<b>PNL-HP</b>	<b>376-0345</b>	<b>SED</b>	<b>376-2044</b>
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Analyze groundwater samples for hazardous/toxic pollutants for compliance with RECRA and CERCLA regulatory requirements.

<b>* Nonradiological Sample Analysis</b>	<b>HEHF-EHS</b>	<b>376-7040</b>	<b>SED</b>	<b>376-4199</b>
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Analyze and interpret ambient air waterborne effluent and potable water samples for nonradiological pollutants. Maintain capabilities to perform such services in emergencies.

<b>* Radiological Sample Analysis</b>	<b>PNL-HP</b>	<b>376-0345</b>	<b>SED</b>	<b>376-2044</b>
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Analyze air, surface water, soil, vegetation and food stuff for radioactivity. Samples are collected in connection with the Hanford environmental monitoring program. Emergency sample analysis is included. WHC does some analysis of short-lived samples from the 100 Areas.

<b>Estimating (See Construction)</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
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**\* Excavation Permits**

WHC is the landlord for 600 Area (excluding ALE) and, as such, must be aware of all excavations that are taking place at all times. WHC must approve all such permits prior to digging anywhere on site (including within the numbered areas). PNL has landlord responsibility for ALE and issues any excavation permits for that area.

<b>* 600 Area</b>	<b>WHC-FO&amp;MS</b>	<b>376-6612</b>	<b>SMD</b>	<b>376-9887</b>
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<b>* ALE</b>	<b>PNL</b>	<b>376-0141</b>	<b>SMD</b>	<b>376-9887</b>
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<b>* Excess Equipment and Material Disposition</b>	<b>WHC-PROCUR</b>	<b>376-6706</b>	<b>SMD</b>	<b>376-7155</b>
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Provide for the disposal of all excess property, salvage, and scrap no longer required by Hanford contractors or DOE. Scrap, salvage, and nonreportable excess property is sold by public sale after eligible donees of Federal excess have screened the property.

<b>* Filter Testing - Quality Assurance Testing of New High Efficiency Air Cleaning Filters and Mask Cartridges</b>	<b>HEHF-EHS</b>	<b>376-6131</b>	<b>SMD</b>	<b>376-7034</b>
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Provide quality assurance testing and inspection of new high efficiency particulate air filters and new respirator filter cartridges.

<b>* Fire Department (Hanford)</b>	<b>WHC-ES&amp;S</b>	<b>373-1501</b>	<b>SED</b>	<b>376-4199</b>
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Provide project-wide manual fire suppression forces, ambulance response, testing and inspection of all contractor fixed and portable fire protection systems, and maintenance and certification of emergency self-contained

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breathing apparatus including the hydrostatic testing of breathing air cylinders. Also administer any third-party fire protection service contracts.

#### Forms

\*Control (Multi-Contractor Use Only)                      WHC-IRM              376-6194              SMD              376-8274

Controls the establishment of all multicontractor forms used at Hanford.

\*Design    WHC-IRM              376-9593              SMD              376-8274

Design all Hanford forms for DOE and contractor use to meet user requirements and to conform to prevailing standards.

\* Fuel Distribution (Petroleum Products for Vehicles and Moving Equipment)                      WHC-FO&MS              376-6306              SMD              376-7155

Provide fueling stations, fuel storage facilities, and tank truck deliveries to provide fuel for all motor vehicles and motor equipment utilized for operating requirements. Fueling stations are maintained in the 100N, 200, and 1100 Areas.

Fuel Distribution (construction equipment)                      KEH-CF              376-6515              SMD              376-9624

KEH provides the above services for all KEH motor vehicles and other motor equipment and those onsite construction activities as assigned.

\* General Stores Operations (Procurement of Office Supplies, Hardware, etc.)                      WHC-PROCUR              376-2615              SMD & PRO              376-7155 376-7487

Supply General Stores items to the Hanford contractors and DOE. A Stores catalog is available which lists 20 major categories of available materials and supplies. These include industrial supplies, photographic supplies, safety equipment, steel, paint, forms, office stationery, medical supplies, and laboratory supplies.

Graphic Services    WHC-IRM              375-2404              SMD              376-9624

Provides all graphic services onsite. Graphic services are available in the 700,3000,300, 100N and 200E Areas.

Glazing    WHC-FO&MS              376-6519              SMD              376-6214

Procure and install all replacement window, door, and structural glass. Construction project glazing is not included in the mandatory service.

\* Hazardous/Toxic Material Assessments (See also Waste Collection/Disposal)                      HEHF-EHS              376-7355              SMD              376-7034

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Secure and interpret information on hazardous/toxic materials for all Site requestors, including serving as an information resource repository for material safety data required by RL/WHC Procurement regulations.

**\*Industrial Hygiene (Except Basic Services Provided by Hanford Contractors)**      **HEHF-EHS      376-6980      SMD      376-7034**

Provide technical consultation, assistance and services, including surveys of Hanford work sites as required to support the health protection programs of all RL contractors. Technical support includes hazard recognition, evaluation, and recommendations for control. Records of personnel exposures and survey results are maintained.

**\*Industrial Water Treatment Chemicals, Procurement of**      **WHC-PROCUR      376-8559      PMD      376-6214**

Procure industrial water treatment chemicals for boiler and industrial water treatment chemicals.

**\*Intergovernmental Agency Materials and Services, Procurement of**      **- -      - -      PRO      376-7487**

DOE procures materials and services from other government agencies (only in situations where the other agency will not accept contractors' order, or to take advantage of discounts offered).

**\*Laundry**

**\* Clothing**      **WHC-U&T      373-2794      SMD      376-9624**

Provide and clean all regulated (potentially contaminated) and non-regulated protective clothing such as coveralls, lab coats, rubber boots, and shoe covers.

**\* Respirator Cleaning**      **WHC-U&T      373-4603      SMD      376-9624**

Perform maintenance, cleaning, sanitizing, and quality assurance testing for respirators other than the self-contained breathing air types.

**\* Library Services**

**\* Legal**      **PNL-PAD      376-6807      OCC      376-7371**

The legal library is a research library. It is maintained primarily for the use and convenience of the DOE legal staff and the contractor attorneys. Library facilities are not available for use by the general public.

**\* Technical Library and Report Files**      **PNL-PAD      376-5451      COM      376-7501**

Maintain technical library resources and facilities and provide basic library services. In addition, on a cost recovery basis, provide additional service such as procurement of books, reports and journals, literature surveys,

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\* Occupational Exposure Records (Nonradiological) HEHF-EHS 376-1344 RDD 376-1231

Maintain, update, and evaluate all nonradiological occupational health exposure data obtained for Hanford Site employees.

\* Occupational Health Services HEHF-PSS 376-6982 RDD 376-1231

Provide periodic health evaluations and emergency medical services for job-incurred injuries or illnesses. Provide occupational health service education programs. Maintain and have custody of all medical records.

\* Occupational Radiation Protection Services - Radiation Exposure Records PNL-HP 376-8203 SED 376-4199

Maintains a comprehensive occupational radiation exposure record system at Hanford for workers and visitors.

Office Furniture, Equipment and Major Appliances - Acquisition, Accountability, and Repair WHC-PM 376-8969 SMD 376-6887

Procure and arrange for repairs for all Hanford office furniture and equipment. Office equipment includes calculators, adding machines, typewriters, and graphics equipment. Also procure all major kitchen appliances.

Office Trailers - Acquisition and Accountability WHC-FP&U 376-4476 SMD 376-9887

Procure and assign both office and miscellaneous trailers. Ensure that trailers are returned in well-maintained condition and that leases/purchases comply with procurement regulations. Maintenance shall be performed as specified in the lease agreement or by the using contractor.

Construction Trailers KEH-F&PM 376-2851 SMD 376-9887

KEH procures, accounts for, and controls its own trailers.

P/A Systems (Mobile and Fire/Patrol Bldgs Only) - Acquisition, Accountability and Repair WHC-IRM 376-6189 SMD 376-6909

Acquire, account for, and repair all public address (P/A) systems in mobile equipment, fire, and patrol facilities.

\* Personnel Radiation Exposure Services PNL-HP 376-4014 SED 376-4199

Administer the bioassay sampling, in vivo measurement, and radiation dosimeter programs.

Perform official evaluation of internal and external radiation exposure and prepare evaluation reports for the exposure record files and contractor staff.

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Provide the radiation dosimeter system to be used in establishing the official record of external radiation exposure.

Provide technical guidance to Hanford contractors on personnel radiation dosimetry matters. Establish the models to be used for evaluation of internal radionuclide deposition.

Provide in vivo radionuclide measurements of contractor personnel. Develop or acquire in vivo measurement systems in response to Hanford needs.

**\* Petroleum Products - Bulk Procurement**                      WHC-PROCUR    376-7694    SMD    376-7155

Procure all bulk (non-containerized) petroleum products.

**Photographic Services (and Equipment) - Review, Acquisition, and Accountability**                      WHC-IRM    376-7291    SMD    376-9624

Provides all black and white and color still photographic services. Services are performed in the 300 and 700 Areas photographic laboratories or procured from commercial services. Provides review of Special Equipment Requests, acquisition, property management accountability, and control, of all photographic equipment.

**Printing - Per JCP Publication No. 24**                      WHC-IRM    376-7019    SMD    376-9624

Process all printing for Hanford contractors. Printing is defined in the Government Printing Office (GPO) Joint Committee on Printing Publication No. 24 in terms of the amount of material reproduced and type of reproduction equipment used. Printing is performed by WHC or sent to GPO in Seattle for procurement by competitive bid.

#### Projection Equipment

**Repair**                      WHC-IRM    376-7291    SMD    376-9624

Arranges for repair of projection equipment including slide, movie, and overhead projectors.

**Review, Acquisition and Accountability (Except TV)**                      WHC-IRM    376-7291    SMD    376-9624

Review special equipment requests and procure and account for all projection equipment including slide, movie, and overhead projectors. Projection equipment is available for loan.

**\* Protective Clothing, Procurement of (Except carcinogen disposable types)**                      WHC-PROCUR    376-6085    SMD    376-9624

Purchases all protective clothing such as coveralls, lab coats, rubber boots, and shoe covers. The cost of these items is recovered through the laundry cleaning charges. Safety equipment is a general stores item and not included

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Issue official reports to contractors and DOE-RL.

\* Radiological Standards and Calibrations Laboratory                      PNL-HP                      376-3468                      RDD                      376-8992

Maintain the Hanford Radiological Standards and Calibration Laboratory, including traceability to the National Bureau of Standards.

Procure, provide, and certify all Hanford radiological standard sources used for personnel dosimetry calibration or standardization of dose or dose rate measurement and instrumentation. Maintain appropriate calibration, traceability, and storage facilities for those sources.

\* Railroad - Operations                      WHC-U&T                      376-6935                      PMD                      376-6731

Provide railroad service to Hanford Site facilities. Commercial, as well as process shipments, are delivered five days a week.

\* Railroad - Maintenance                      WHC-U&T                      376-6753                      SMD                      376-9624  
Provide railroad service to Hanford Site facilities. Commercial, as well as process shipments, are delivered five days a week.

Receiving (See Transportation)                      - -                      - -                      - -                      - -

\* Records Holding Facility                      WHC-IRM                      376-6697                      SMD                      376-8274

Manage, operate, and maintain a central storage area in 712 Building for records of DOE and its contractors at Hanford. This includes storage and retrieval of records from this center and other Government centers for Hanford users.

\* Respirator and Protective Equipment Evaluation/Approval, Fitting and Training                      HEHF-EHS                      376-6205                      SED                      376-4199

Provide evaluation and consultation on respiratory and other personal protective equipment; e.g., heat protective equipment, rubber gloves acceptable for use at Hanford. Provide respirator fitting and initial training to Hanford employees on the use of respirators.

\* Roads and Parking Lots - Maintenance and Repair                      WHC-FO&MS                      376-6654                      SMD                      376-9624

Work not covered by the Davis-Bacon Act including repair, weed control, striping, snow removal, sanding, and signing of roads and parking lots.

\* Science Center                      WHC-Public Relations                      376-6374                      COM                      376-7501

Provide information to the public about the Hanford Site and the DOE's mission. In addition, serve as an energy information resource for the area's schools.

\* Security Personnel Protection (Patrol)                      WHC-ES&S                      373-1780                      SAS                      376-7441

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automatic telephone exchange systems. These systems are very similar to intercom systems and are not connected to public telephone trunk lines.

* Recording and Answering Systems	WHC-IRM	376-6189	SMD	376-6909
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Plan, procure, install, maintain, and service recording and answering systems.

#### Television Equipment (Portable Systems Only)

Acquisition and Accountability	WHC-U&T	376-2665	SMD	376-9624
--------------------------------	---------	----------	-----	----------

Procure and account for all portable television equipment when not used with a video tape player. Fixed location television equipment is not included in the mandatory service.

Review, Procurement Coord. and Accountability (When Used With Video Tape Device) (WHC-IRM procures upon PNL approval)	WHC-IRM	376-7291	SMD	376-9624
--	---------	----------	-----	----------

Review Special Equipment Requests for television equipment when used with a video tape device. Determine most effective method of fulfilling the requirement and, where appropriate, coordinate the procurement action with WHC. Maintain accountability of all such systems.

Repair	WHC-U&T	376-2665	SMD	376-9624
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Repair or arrange for the repair of all portable television equipment.

Tours (See Public Affairs)	- -	- -	- -	- -
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#### Transportation

Furniture and Office Equipment Delivery and Inter-Area Moves	WHC-FO&MS	376-6306	SMD	376-6887
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Deliver furniture and office equipment from the 1100 Area to customers. Move furniture and office equipment between areas. For this service all the 100 Areas are considered as one area.

Inter-Area Deliveries	WHC-FO&MS	376-6804	SMD	376-7155
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Move materials from one Hanford area to another.

Offsite Shipments	WHC-PROCUR	376-7171	PMD	376-6731
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Arrange for the shipment of materials from the Hanford Site.

* Shipping/Receiving	WHC-PROCUR	376-6200	SMD	376-6887
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Ship and receive materials for the Hanford Site. Provide inspection of incoming goods as required.

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**Vehicle and Mobile Equipment  
(HO Coded)**

**Acquisition, Accountability  
and Assignment**                      **WHC-FO&MS**    **376-6543**    **SMD**    **376-7155**

Manage the acquisition, assignment, use, modification, replacement, and disposal of all motor vehicles and fleet equipment required by all nonconstruction Hanford contractors.

**Maintenance**                                      **WHC-FO&MS**    **376-6680**    **SMD**    **376-9624**

Control the maintenance, repair, overhaul, modification, and enhancement of all Government vehicles and motorized ground equipment used by all nonconstruction Hanford contractors.

**Offsite Travel  
(1170 Motor Pool)**                                      **WHC-U&T**    **376-7266**    **SMD**    **376-7155**

Provide motor vehicles suitably equipped for offsite travel. Construction programs are supported by KEH.

\* **Vending Machine Services (Coin  
Operated Food and Beverage  
Only)**                                      **WHC-PROCUR**    **376-6402**    **SMD**    **376-9624**

Procure all coin-operated food and beverage vending machine services for the Hanford Site.

**Video and Motion Picture Equipment  
and Service (Review, Acquisition  
and Accountability)**                                      **WHC-IRM**    **376-7291**    **SMD**    **376-9624**

Provides review of Special Equipment Requests, acquisition coordination, property management accountability, and control of all video and motion picture equipment.

Maintains the capability and provides production support to all other contractors and DOE for video and motion picture productions. Contractors may produce presentations in-house if within their authorized capability.

**Waste Collection/Disposal**

\* **Hazardous Materials**                                      **WHC-FO&MS**    **376-6654**    **SMD**    **376-9624**

Oversee packaging and transport of noncontaminated hazardous wastes for the Hanford Site. This waste includes liquid and solid hazardous chemicals, toxic compounds, etc.

\* **Liquid - Radioactive**                                      **WHC-300**    **376-3012**    **WMD**    **376-7326**  
\* **300 Areas**    **Area S.S.**  
\* **400 Area**    **WHC-FFTF**    **376-0441**    **ERD**    **376-5441**

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An underground pipe system is used to collect liquid radioactive waste from major facilities in the 300 Area. Liquid radioactive waste in the 400 Area is placed in containers for shipment to disposal sites.

**Solid - Nonradioactive**                      **WHC-F0&MS**    **376-6306**    **SMD**    **376-9624**

Provide transportation and disposal of solid waste (garbage) for the Hanford Site. The initial collection and transportation to a transfer point are the responsibility of the building landlord.

**Solid - Radioactive**

**300/400 Areas**                              **WHC-300**    **376-3012**    **WMD**    **376-7326**  
**Area S.S.**

300/400 Areas - Collect and transport to WHC disposal sites, the solid radioactive waste generated in the 300 and 400 Areas.

**Except 300/400 Areas**                      **WHC-F0&MS**    **376-6178**    **WMD**    **376-7326**

Except 300/400 Areas - Collect and transport to disposal sites, the solid radioactive waste generated in other than the 300 and 400 Areas.

**\* Water Systems**

**\*100 KE/100 KW**                              **WHC-100**    **373-4814**    **PMD**    **376-6214**  
**Area S.S.**

The 100K Area water system consists of one river pump (18,000 gpm) with storage basins and reservoirs. The system presently provides water for the 100K Area fire protection, domestic use, as well as spent fuel storage.

**\*100 N**    **WHC-100**    **373-4814**    **PMD**    **376-6214**  
**Area S.S.**

Operate the pumps (105,000 gpm each) to service the reactor, fire protection, domestic water, and emergency systems.

**\*100 B-C/100 D/200 Areas**                      **WHC-U&T**    **373-2364**    **PMD**    **376-6214**

Operate and maintain the export water system which supplies water to the 100B-C Areas, 200 Areas, the 600 Area, and the 100 Area Fire Station. The primary pumps are located at the 100B Area. The pumps at the 100D Area are backups to the 100B Area system.

**\*300/400 Areas**                              **WHC-U&T**    **376-3183**    **PMD**    **376-6214**

Water for the 300 Area is provided from the Columbia River by pumps in the 312 Building. The 400 Area water is pumped from wells.

**\*Chlorination**                                  **WHC-U&T**    **373-1558**    **PMD**    **376-6214**

Chlorinate raw water for potable use.

**\*Potable Water Disinfection**                      **HEHF-ESH**    **376-7040**    **PMD**    **376-6214**

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## Consultation

Provide state-of-the-art expertise on potable water disinfection.

\* Water Treatment Chemicals,                      WHC-PROCUR    376-7458    PMD            376-6214  
Procurement of

Procure industrial water treatment chemicals for boiler and industrial water treatment chemicals.

\* Weather Forecasts                              PNL-            373-2716    SED            376-2044  
(See Meteorological                              ATMOS.SCI  
and Climatological Services)

\* Weed Control Spraying                        WHC-RR/ENV    376-7378    SMD            376-8021

Approve all pesticide application programs onsite.

Welder Qualification                            KEH-WTL        376-6072    PMD            376-5527  
(Construction Crafts Only)

The weld test laboratory is responsible for the development and implementation of all welding procedures; weld certification tests for craft personnel; evaluation of weld test results; maintenance of welder performance records; and assisting with welding problems encountered by shop and field personnel.

Wrecker Service                                WHC-U&T        376-7266    SMD            376-9624

WHC provides wrecker service to handle disabled Government-owned vehicles assigned to Hanford operating programs. Hanford wreckers are not used to tow disabled privately owned vehicles, except in emergencies posing a danger to life or property. It is expected that commercial services will be used to tow disabled private vehicles in other than emergency situations.

KEH provides wrecker service to handle disabled Government-owned vehicles assigned to its company.

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## ENVIRONMENTAL INFORMATION SYSTEMS

Scope: Systems with technical and administrative/planning data relevant to the Hanford Site environment and environmental mission, regardless of contractor ownership

Systems that collect and process operational information required for regulatory compliance

Databases containing investigative and characterization data collected for site remediation and for use in modelling remediation approaches

"Secondary" systems that contain information about activities in support of the environmental mission

### Spatial Information Management System (SIMS)

A site-wide effort is underway to assemble the geographic parameters of the Hanford Site into a reference database for use in both administrative activities and environmental studies. SIMS is under development. Data from 200 Area maps is being incorporated into HEIS for use in its Geographic Information System (GIS) component (See HEIS).

### Hanford Environmental Information System (HEIS)

The HEIS database includes geophysics, biota, atmosphere, groundwater, and geology data, supported by reference tables with constituent, site survey, well and ancillary information. The Hanford Ground-Water Database (HGWDB, containing data from site and facilities monitoring) has been integrated into the HEIS database. The system stores, manipulates, and retrieves data gathered in site investigative and monitoring activities. HEIS is a distributed system using a Sequent database computer, Sun workstations for GIS, and personal computers for data access; commercial software bases include Oracle (data base management) and ARC/INFO (GIS). HEIS is a PNL development with major funding provided by the environmental restoration program. The ERMC will be responsible for operation on this system.

### Hanford Meteorological System (HMS)

The HMS database contains historical records of meteorological and climatological data for the Hanford Site since 1943. The system is the data collection component of the Hanford Meteorological monitoring program. PNL is responsible for the system and the program.

### Crib Waste Management (CWM)

Several minicomputer and microcomputer systems collect and process air and liquid effluent data in operations areas of the Hanford Site, in support of environmental protection and RCRA programs. Verified radiological data is maintained in the CWM database, including historical accumulations from 1944, liquid effluent records for the 200 Area since 1972, and air effluent historical records since 1988. The system provides current data for use in the annual Effluent Information System/Onsite Discharge Information System (EIS/ODIS) report to DOE-HQ and other reports. CWM is operated by Westinghouse Hanford and supports all Hanford EIS/ODIS effluent reporting.

### Project and Data Management System (PDMS)

The PDMS database maintains results of radiological analyses of air, water, soil, and vegetation samples for the Hanford Site and environs, for use in the annual Hanford Site Environmental Report. The system provides sample tracking and other support functions. PNL is responsible for the annual report and operates the system.

### Tank Characterization Database

In the planning stages is a database that will maintain results of tank sampling and core analyses. This database will provide data to the DOE-wide Tanks Waste Information Network System (TWINS).

### Computer Automated Surveillance System (CASS)

High level waste monitoring data from storage tanks, alarms, drywells, liquid observation wells and other sources in the tank farms areas is collected and maintained in the CASS database. The system processes real-time raw data around the clock and provides limited analytical capabilities in support of tank farm operations. It is operated by Westinghouse Hanford.

### Surveillance Analysis Computer System (SACS)

SACS maintains current and archival tank surveillance data, including surface levels, temperatures, interstitial data, and radiological scan data. The system collects and processes data from CASS and provides extensive data analysis capabilities for tank farm and environmental engineering purposes. SACS is operated by Westinghouse Hanford.

### Solid Waste Information and Tracking System (SWITS)

The SWITS database maintains information on radioactive, mixed, and hazardous waste treatment, storage and disposal (TSD) activities and volumes. The system will go into production October 1991 to replace the Richland Solid Waste Information System (RSWIMS), Hazardous Waste Tracking Database (HWTDB), and Generator Waste Tracking (GWT) system to fulfill a number of DOE and State waste management requirements. The system will be operated by Westinghouse Hanford.

### Hazardous Materials Inventory Database (HMID)

The HMID database maintains hazardous material inventories and chemical release data. The system includes end-user modules for day-to-day tracking, a data consolidation module, and a module for final editing and production of SARA reports. Westinghouse Hanford developed and operates the system for the Hanford Site.

### Track Radioactive Components (TRAC)

Chemical and radiological constituents and radioactivity data for the Hanford high level waste tanks are contained in the data files produced by TRAC. TRAC is a code that models historical waste management actions to arrive at projected inventories at a specific point in time. The database remains of interest as the only available projection of total radionuclide content.

### Waste Information Data System (WIDS)

The WIDS database describes the location and current status of each waste management unit on the Hanford Site and summarizes the wastes handled, dates of use, and other information about each unit. The database is the basis for work planned under the Tri-Party Agreement. It is a Paradox system on the Hanford Local Area Network. It will be operated by the ERM and provides controlled electronic data access to Hanford Site personnel and Tri-Party Agreement participants.

### Environmental Planning Data System (EPDS)

Hanford Site Environmental Restoration and Waste Management (ER/WM) program activity data sheets, with Tri-Party Agreement milestones and pollution abatement project data, are maintained in the EPDS database. The system provides data development and formal and ad hoc reporting capabilities. It was developed by and is operated by Westinghouse Hanford for all Hanford ER/WM program participants.

### Material Safety Data Sheets (MSDS)

Material Safety information for approximately 4000 materials is maintained in the MSDS database. Hanford's Soft Reporting system provides access to workers using regulated materials. The system is operated by HEHF for the Hanford Site.

## ADMINISTRATIVE SYSTEMS

Criteria: Administrative systems that share software or data among contractors per DOE directive or because of site administrative requirements.

or...

Administrative systems who's software has been duplicated for use by multiple contractors.

or...

Administrative systems that use a common package such as MSA payroll

### Financial Data System (FDS)

FDS was locally developed to support the Operations & Engineering Contractor. FDS provides automated support for budget, cost, expense, capital and performance measurement. Although primarily used by WHC, each contractor interfaces with FDS through the Clearinghouse (CLH) system. FDS also manages costs for "multi-split" work orders between contractors, and provides support for management of budget and expense at local DOE field office.

### Purchasing Information Documentation System (PIDS) - WHC

### Purchasing Information Documentation System (PIDJ) - KEH

PIDS & PIDJ records requisitions, purchase orders and receipts for direct purchases and for inventory purchases. Transactions are created for service orders and purchases received, and to accrue cost incurred but not paid at month end. Information regarding open purchase orders and purchase orders closed each month is generated for transfer to the site wide procurement data reporting system and to the Westinghouse procurement history data reporting system.

### Purchasing History System (RPH)

RPH maintains specific information about all purchase orders for tracking and reporting data relative to procurement activities. The system provides for both current history information, opened purchases orders opened and purchase orders closed within the last three years, and archive history information, purchases orders closed over three years. This system was developed to support the Operations Contractor.

### Procurement Data Reporting System (PDR)

PDR maintains specific information about all Hanford purchase orders for the retrieval and reporting of data relative to the procurement activities of Westinghouse Hanford, Kaiser Engineers, and Pacific Northwest Laboratories. Information maintained in the database is electronically received from each contractors procurement system. The system was developed by Westinghouse Hanford Company to support DOE-RL requirement for standardized, uniform method of reporting Hanford procurement activities.

### Richland Property System (RLPS)

RLPS supports site wide management of government tagged property. Functions include inventory, cost accounting, custodian tracking and reporting. Descriptive information such as manufacturer, model, acquisition cost, and status (active, retired, excessed) of equipment as well as the location, user, and custodian of each property item is the type of information maintained. The system also generates cost transactions and general ledger billing. Standard and ad-hoc reporting are an integral part of the system. WHC and KEH use the system for both their property management and property accounting functions. PNL uses the system as a property accounting reporting system.

### Hanford PeopleCore (HPC)

HPC is a site-wide central database which consolidates information about people from diverse automated and non-automated systems. The intent is to provide a single point of entry for data collection, maintenance and dissemination of information. PeopleCORE electronically receives data from Battelle (PNL), Kaiser (KEH) and Westinghouse (WHC) payrolls. In addition, data entry is done on-line by Hanford Environmental Health Foundation (HEHF), Department of Energy (DOE) and Stone and Webster (SWE). Plant Telephone and PeopleCORE Data Administration provide updates for over 20 other subcontractors.

### Plant Telephone System (RTS)

RTS provides automated support for tracking voice and data line number assignments, for disbursing the monthly billing costs among the contractors, for offering directory assistance from plant telephone operators and for maintaining the HLAN General Classification Pop-Up Directory. Westinghouse, Kaiser and Battelle have on-line access to request installation, relocation or removal of voice and data lines at Hanford, and RTS subsequently generates daily Service Order Requests which are delivered to the telephone company.

### Payroll Systems (Management Sciences of America Payroll)

MSA payroll is a Dunn & Bradstreet software product that performs core payroll functions. KEH, PNL and WHC all use the MSA Payroll with the primary function of producing payroll checks for their employees.

### Hanford Pension Plan (HPP)

HPP provides consolidated database information to meet the requirements of the pension plan and to provide responsive retrieval of data for calculation of pension benefit estimates. HPP supports Westinghouse and PNL employees.

### Site Wide Savings (SWS)

SWS provides comprehensive record keeping for regular, full or part time WHC and PNL savings plan participants. Record keeping includes the allocation of participant contributions, investment fund transfer, participant loans, and participant withdraws.

REQUEST FOR PROPOSAL  
DE-RP06-92RL12367  
Section J, Attachment 2

**APPENDIX 4**  
**SITE MANAGEMENT SYSTEM DESCRIPTION**

SITE MANAGEMENT SYSTEM - MANAGEMENT REQUIREMENTS AND PRACTICES

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U. S. DEPARTMENT OF ENERGY  
HANFORD OPERATIONS

SITE MANAGEMENT SYSTEM  
MANAGEMENT REQUIREMENTS AND PRACTICES

SEPTEMBER 1991

APPENDIX 4

ERMC RFP DE-RP06-92RL12367

## SITE MANAGEMENT SYSTEM - MANAGEMENT REQUIREMENTS AND PRACTICES

### PREFACE

The RL Site Management System (SMS) defines the methodology for managing the work necessary to accomplish the goals and objectives of the RL mission.

This RL Management Requirements and Practices (MRP) manual defines the requirements, criteria, and practices for program and project formulation, execution, and evaluation.

The RL Site Management Plan (SMP) defines how RL will manage the Hanford site consistent with the requirements and practices of the MRP.

RL SMS Procedures identify the steps (procedures) to be followed by RL organizations to perform particular management functions or activities specified by the MRP and SMP.

RL Notices are used to provide interim management guidance and direction for the SMS.

**SITE MANAGEMENT SYSTEM - MANAGEMENT REQUIREMENTS AND PRACTICES  
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SITE MANAGEMENT SYSTEM - MANAGEMENT REQUIREMENTS AND PRACTICES  
SECTION 1

---

## 1.0 INTRODUCTION

### 1.1 Purpose

The RL Site Management System (SMS) defines the methodology for managing the work necessary to accomplish the goals and objectives of the RL mission.

This RL Site Management System Management Requirements and Practices (MRP) manual describes the organizational responsibilities and defines the requirements, criteria, and practices for the formulation, execution, and evaluation of RL site support and non-site support program activities. It establishes the requirements for compliance oversight and cross-cut (such as Tri-Party Agreement) management. It provides the framework for each participant in the RL mission to develop more detailed management plans.

The MRP defines requirements and practices that specifically apply to management of RL work in accordance with the SMS methodology. Requirements and practices to comply with other DOE and regulatory directives and statutes are excluded from this document.

### 1.2 Applicability

These requirements and practices apply to the Hanford mission area activities for Waste Tank Operation/Disposal, Solid and Liquid Waste, Environmental Restoration, Science and Technology, Nuclear Facilities, Special Initiatives, and Site Support. They apply as well to the management of cross-cut activities such as the Tri-Party Agreement (TPA) milestones.

All RL mission area participants shall carry out the site, program, and project management activities according to the requirements and practices set forth in this document. Each participant shall, through the appropriate

SITE MANAGEMENT SYSTEM - MANAGEMENT REQUIREMENTS AND PRACTICES  
SECTION 1

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organizational structure, identify additional, or unique management requirements for specific RL programs.

### 1.3 Requirements Implementation

All RL programs, projects, and operations shall be conducted according to applicable DOE Orders, Notices, and Federal, State, local, and Tribal regulations. This document is not intended to address all existing management requirements; unless specifically directed, the omission of an existing requirement from this document in no way affects the obligation of any RL element to comply with that requirement. The policies and requirements addressed in this document provide additional requirements and specific implementation guidance for the SMS.

To respond to the concerns and interests of various internal and external organizations, RL conducts its programs responsibly and openly. RL must fully cooperate with DOE-Headquarters (DOE-HQ) in all efforts to achieve the mission area goals and objectives.

This document has been developed to fully comply with the Office of Environmental Restoration and Waste Management (EM) Program Management Policies and Requirements; the Secretary of Energy Notices; DOE 4700.1, Project Management System; DOE N 4700.4, Baseline Change Control Process at the Executive Level; DOE 5700.7B, Work Authorization System; and other applicable DOE program/project management directives. To ensure that all program management policies and requirements prescribed in these documents are implemented in the SMS, a requirements implementation matrix shall be prepared and maintained.

The SMS Requirements Implementation Matrix (RIM) is contained in Appendix A. The SMS and the MRP will be updated as required to maintain consistency with DOE policy and requirements.

#### 1.4 Overview

The purpose, applicability, and requirements implementation of the SMS are covered in Section 1 of the MRP, while Section 2 provides an overview of the site mission, regulatory drivers for the mission objectives, and the SMS methodology to manage the mission.

The program and site organizational elements are identified in Section 3, as well as the responsibilities of each organizational element in application of the SMS methodology to program management. Internal and external interfaces between the program participants, DOE-HQ, and regulators are described.

Section 4 defines the SMS approach and establishes the SMS architecture and document hierarchy. Management requirements for program/project formulation, execution, and evaluation are specified.

SITE MANAGEMENT SYSTEM - MANAGEMENT REQUIREMENTS AND PRACTICES  
SECTION 2

---

2.0 PROGRAM OVERVIEW

2.1 Site Management System

The SMS was established for planning and executing programs at the Richland Operations Office (RL). The management approach embodied by the SMS is characterized by the control of approved program baselines that provide a standard against which accomplishments, progress, and expenditures are measured and programs are controlled. All RL program/project participants shall use the SMS management approach described in this manual for program/project formulation, execution, and evaluation. The goals of the SMS are as follows.

SITE MANAGEMENT SYSTEM - MANAGEMENT REQUIREMENTS AND PRACTICES  
SECTION 2

---

- To define, implement, and operate a site management system which will provide a uniform and integrated approach to work planning and program/project management for the site.
- To support the RL Manager's needs, and comply with requirements for management cited in DOE Orders/notices, other Departmental policy documents, and the Tri-Party Agreement.
- To ensure system integration and organizational interfaces at all levels, including DOE-HQ, Field Office, Contractors, and Regulators.

The objectives of the SMS are summarized below.

- Ensure all programs/projects are based on clearly defined missions and mission analyses, and are developed with definite time-phased goals and objectives that support program requirements.
- Ensure proper coordination by all appropriate line and staff elements.
- Provide a basis for determining priorities among programs and projects, and relate these to various levels of resource availability.
- Promote program/project execution which achieves technical (including environment, health, safety, QA and all programmatic aspects), schedule and cost objectives.
- Avoid commitment of major resources prior to adequate program/project definition.
- Provide for the monitoring of program/project planning and execution, and ensure evaluation of program/project progress in relation to specific milestones.
- Provide visibility on key decisions and timely feedback for all levels of management, and maintain accountability through and across all levels of the organization with the minimal amount of procedures and paperwork.

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- Centralize authority for program/project approval and for allocation of resources, and decentralize authority for program/project execution and the utilization of resources.
- Minimize reports and paperwork, consistent with adequate monitoring of program and project activities.

An SMS architecture has been established to provide the framework for developing SMS requirements and implementing methodology. The SMS architecture incorporates the Hanford Integrated Planning Process used in developing and defining site and program baselines, including the TPA milestones. SMS formulation begins with planning the program and determining resource requirements. Based upon planning results, the site technical, schedule, and cost baselines are defined. Once this is completed, the work is prioritized and funds management activities are conducted. SMS execution begins when a RL program participant organization receives the authorization to perform program work. As the work progresses, actual performance is compared to the baseline, then analyzed and reported. If appropriate, the site baseline may be modified using a formal change control process. SMS program evaluation is based upon the baseline comparison and performance analysis conducted in the execution phase. It includes management reviews and assessments, as well as commitment and action tracking. The above three elements of the SMS are discussed in detail in Section 4.0, Site Management System Approach.

Implementation of the SMS shall begin with the Fiscal Year 1992 planning and budgeting process, and will continue with execution of the Fiscal Year 1992 authorized program and project work scope.

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### 3.0 MANAGEMENT ORGANIZATION, RESPONSIBILITIES, AND INTERFACES

The RL consists of line organizations fully responsible for activities necessary to accomplish the RL Mission. Management of the operational programs and activities related to environmental protection, radiation safety, and worker and public health and safety are included in those responsibilities.

#### 3.1 Organizational Elements

In recognition that the major mission at the Hanford Site has become environmental restoration and waste management, DOE-HQ has assigned overall management of RL, including responsibility for site and facilities, to the director of the Office of Environmental Restoration and Waste Management (EM-1). The RL Manager reports to EM-1, who coordinates with other Program Secretarial Officers (PSO) to ensure the programs are effectively carried out at the Hanford Site.

##### 3.1.1 Program Management Structure

A four-tiered program management structure has been established to carry out program, project, and support management functions. This structure encompasses both DOE-HQ and RL.

- At the first tier, EM prescribes program management policies and requirements for the Office of Waste Operations (EM-30), the Office of Environmental Restoration (EM-40), and the Office of Technology Development (EM-50).
- Second-tier elements tailor the EM-1 policies and requirements to the management of specific EM programs falling within the area of responsibility in the EM-30/40/50 Management Policies and Requirements documents.

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- Detailed procedural requirements for exercising management functions and interfaces with the field offices are prescribed at a third tier within division-level EM-30/40/50 Program Plans.
- Management documents prepared by RL comprise the fourth tier.

If the PSO is not in EM, a similar program management structure will be used.

### 3.1.2 RL Functional Organization Structure

The RL Functional Organizational Structure is illustrated on Figure 3-1. The RL Manager heads the functional organization. Three Deputy Manager positions are established to reduce the span of control and to provide more technical management oversight.

### 3.1.3 RL Program Management Organization Structure

The RL Manager reports to the EM-1 PSO for program issues and to the Lead PSO for institutional and cross-cutting issues.

The non-site support program managers, site support program managers, and cross-cut program managers (such as the TPA Project Manager) shall report to the designated Mission Area Manager for program direction, who in turn reports to the RL Manager.

The Project Managers for Major System Acquisitions (MSA) and Major Projects (MP) that are accorded program status shall report to the designated Mission Area Manager for project direction, who in turn reports to the RL Manager. The RL SMP will specify which MSA/Mps are designated program status.

The Project Managers for projects that are part of designated programs shall report to the respective Program Manager for project direction.

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The program/project participants include the Hanford Site contractors, who report to the Program/Project Manager for program/project direction. Program/project stakeholders include representatives from Federal, Tribal, State, and local agencies.

All contractors, subcontractors, government agencies, and others, their functional and work scope responsibilities, limits of authority, and interfaces with each other shall be identified.

All participants involved in the execution of program/project work should know their responsibilities and limits of authority in executing such responsibilities. They should also be given the authority to carry out their assigned duties. Participants outside the "cost charging" structure (such as DOE) should be identified and their responsibilities relative to timely and efficient performance identified, such as approval points or milestones.

#### **3.1.4 RL SMS Coordination Group**

A RL SMS Coordination Group has been established with the primary purpose of coordinating the development and implementation of the SMS. The members of the SMS Coordination Group, designated the RL Management System Focal Points, are appointed by the Deputy Managers.

### **3.2 Roles, Responsibilities and Authority**

#### **3.2.1 SMS Management Responsibilities**

EM-1 - Overall management of RL, including responsibility for site and facilities, is assigned to EM-1, who coordinates with other PSOs to ensure the programs are effectively carried out at the Hanford Site. Line management responsibility for program execution rests with the DOE-HQ Program Managers.

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**RL Manager** - The RL Manager is responsible for the formulation, execution, and evaluation of programs that are required to achieve the site mission. He is responsible to EM-1 for implementation of programs in accordance with EM goals and objectives, and is accountable to the Lead PSO on institutional and cross-cutting issues. He also provides administrative support for programs and serves as the Department's Contracting Officer and Fee Determining Official and conducts laboratory appraisals. He integrates the Department's outreach and compliance activities with respect to the States and regions where work is performed. The RL Manager will identify those mission areas and respective programs in the Hanford Mission Plan and designate a Mission Area Manager and Program Manager for each. The RL Manager also designates a number of management initiatives that will be formulated into RL Work Plans. These work plans have broad (cross-cut) applicability across multiple programs.

**RL Mission Area Manager** - The Mission Area Manager reports to the RL Manager, but is also accountable to the appropriate EM-30/40/50 PSO for the respective mission area, as defined in management agreements. The Mission Area Manager provides direction and oversight of the programs encompassed by the mission area.

**RL Program Manager** - The Program Manager reports programmatically to the RL Mission Area Manager, but is also accountable to the appropriate EM-30/40/50 PSO as defined in respective management agreement (see Memorandum of Agreement discussion in Section 3.3.1). The Program Manager provides direction and guidance to contractors, oversight of contractor activities, development and coordination of implementation plans for approval of the PSO. The Program Manager has Contracting Officer's Representative (COR) authority, as delegated in writing by the RL Manager. The Program Manager is responsible for attaining program goals within a mission area assignment and concentrates on assimilation of all aspects of the program into a single entity. Each RL Program Manager is responsible for preparation of the Multi-Year Program Plan (MYPP) and Fiscal Year Work Plans (FYWP) for the program. The program manager

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will also identify the site contractor responsible for managing the program. The RL Program Manager shall ensure the program baseline adequately incorporates applicable RL Work Plan requirements. The RL Program Managers are responsible and accountable for the baseline definition of the programs. For each TPA milestone, the assigned Program Manager is responsible for implementation and reporting.

**RL Project Manager** - The Project Manager reports to the Program Manager for the program in which the project is a program element. For MSAs or Mps which are accorded program status, the Project Manager reports to the Mission Area Manager. The Project Manager is responsible for a single project within the program and concentrates on meeting project objectives within established baselines.

**Contractors** - Contractors provide the overall expertise to determine how to most effectively implement the Programs' goals and objectives. They are the day-to-day "operators" of the facilities, or they provide for other special work under RL direction. The contractor identified as the Program Integrating Contractor will identify a Contract Program Manager. All site contractors performing work for that program will receive work authorization through the management control system of the Program Integrating Contractor. The Program Integrating Contractor for each program will be tasked with preparing the documentation and deliverables identified in the Fiscal Year Site Baseline Guidance document.

The Assistant Manager for Administration (AMA) has primary responsibility for Fiscal Year site baseline planning. Responsibility for the SMS is also assigned to the AMA. The AMA shall ensure SMS requirements are implemented and be responsible for maintenance of the site baseline.

The Assistant Manager for Environmental Management has the primary responsibility for implementing the TPA management controls. The Hanford TPA

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Project Manager is responsible for defining specific TPA requirements within the SMS architecture, and for consolidating and summarizing the data from the SMS for management and external reporting.

With the establishment of the SMS program management methodology, RL functional organization managers are responsible for oversight of and support to the Program/Project Managers in the execution of SMS responsibilities. These oversight and support responsibilities, as they relate to the SMS requirements and practices, shall be specified in the SMP and subordinate Program/Project Management Plans.

The SMS Coordination Group ensures that documentation provided to the site contractors regarding the RL SMS does not contain redundant requirements, and that it is integrated with the RL SMS architecture. The members of the SMS Coordination Group have the following specific responsibilities: represent the Deputy Manager's organization on the SMS Coordination Group; represent the Deputy Manager's organization at meetings addressing the SMS; coordinate reviews and comments of RL SMS documentation for the Deputy Manager's organization; and make decisions for the Deputy Manager's organization regarding development, implementation, and operation of the RL SMS.

### 3.2.2 SMS Responsibilities Documentation

The EM Management Policies and Requirements and DOE Order 4700.1 define the necessity for development of an RL SMP, Program Management Plans, and Project Management Plans. These plans shall contain the organizational responsibilities for SMS implementation. For each organizational element described in Section 3.1, there will be a detailed discussion of programmatic and site management system responsibilities and identification of line and staff authorities necessary to carry out the mission/site management system responsibilities. The AMA is responsible for issue and maintenance of the

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SMP; the Program/Project Manager is responsible for the Program/Project Management Plan.

The SMP shall contain the detailed responsibilities of the RL Manager, the Mission Area Managers, and the Program Managers (site support, non-site support, and cross-cut). The individual Program Management Plans shall contain the SMS implementation responsibilities for the Project Managers and program participants. Each Project Management Plan will contain the responsibilities of the project participants.

### 3.3 Program Interfaces

The SMP and the individual Program Management Plans shall specify the detailed interfaces between DOE-HQ, RL, and the various participants and regulators.

#### 3.3.1 Departmental Interfaces

The organizational relationship of RL to DOE-HQ is illustrated on Figure 3-2. The RL Manager is responsible to EM-1 for environmental restoration and waste management program issues. The RL Manager is responsible to the Lead PSO for institutional and cross-cutting issues. In accordance with SEN-6D-91, a primary Memorandum of Agreement (MOA) defining roles, responsibilities, reporting relationships, and conflict resolution procedures is negotiated by EM-1 and RL. Further specification of the working relationships is made by incorporating as appendices to the primary MOA any additional multi-party agreements (among the other PSOs, field offices, and the Lead PSO) that establish an understanding of work to be performed for other PSOs. In addition, the MOA defines the role of the RL Program Managers (and Project Managers of MSA/MPs accorded program status) who report to the RL Manager, but who are also accountable to the EM Program Managers. The implementing MOA also addresses budgeting and accounting responsibilities. The MOA terms shall be incorporated in the RL SMP.

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3.3.2 External Interfaces

Hanford Site contractors include Westinghouse Hanford Company (WHC), the operation and engineering contractor (including its subcontractor BCS Richland, Inc.); the Pacific Northwest Laboratory (PNL) operated by Battelle Memorial Institute; Kaiser Engineers Hanford (KEH), the engineering and construction services contractor; and the Hanford Environmental Health Foundation (HEHF). Each contractor is responsible for the safe, environmentally sound maintenance and operation of its designated facilities, specific facility upgrades, operational support, waste management, and monitoring of operations and effluents for environmental compliance. Plant or building managers have first-line responsibility to operate their facilities in a safe, environmentally sound manner. Under an Interagency Agreement, the U.S. Army Corps of Engineers (USACE) will provide support for waste management and environmental compliance activities. An Environmental Restoration and Management Contractor (ERMC), to be designated in the future, will be assigned responsibility for Hanford environmental restoration activities.

The Integrated Management Team (IMT) Approach is employed on designated construction projects at Hanford to improve accountability and streamline management to reduce costs, eliminate redundancy, and improve responsiveness in construction project activities. The IMT approach builds an integrated project management team based upon the specific project requirements. The designated Project Integrator is responsible for total project management and shall be considered the Project Manager with regard to SMS responsibilities. The applicable Project Management Plan shall specify the unique IMT requirements applicable to the project, as well as requirements to comply with this MRP.

Federal, State, and Local Agencies are responsible for enforcing environmental regulations at the Hanford Site. These agencies include the EPA; the State of Washington Departments of Ecology and Health; the Benton-Franklin County

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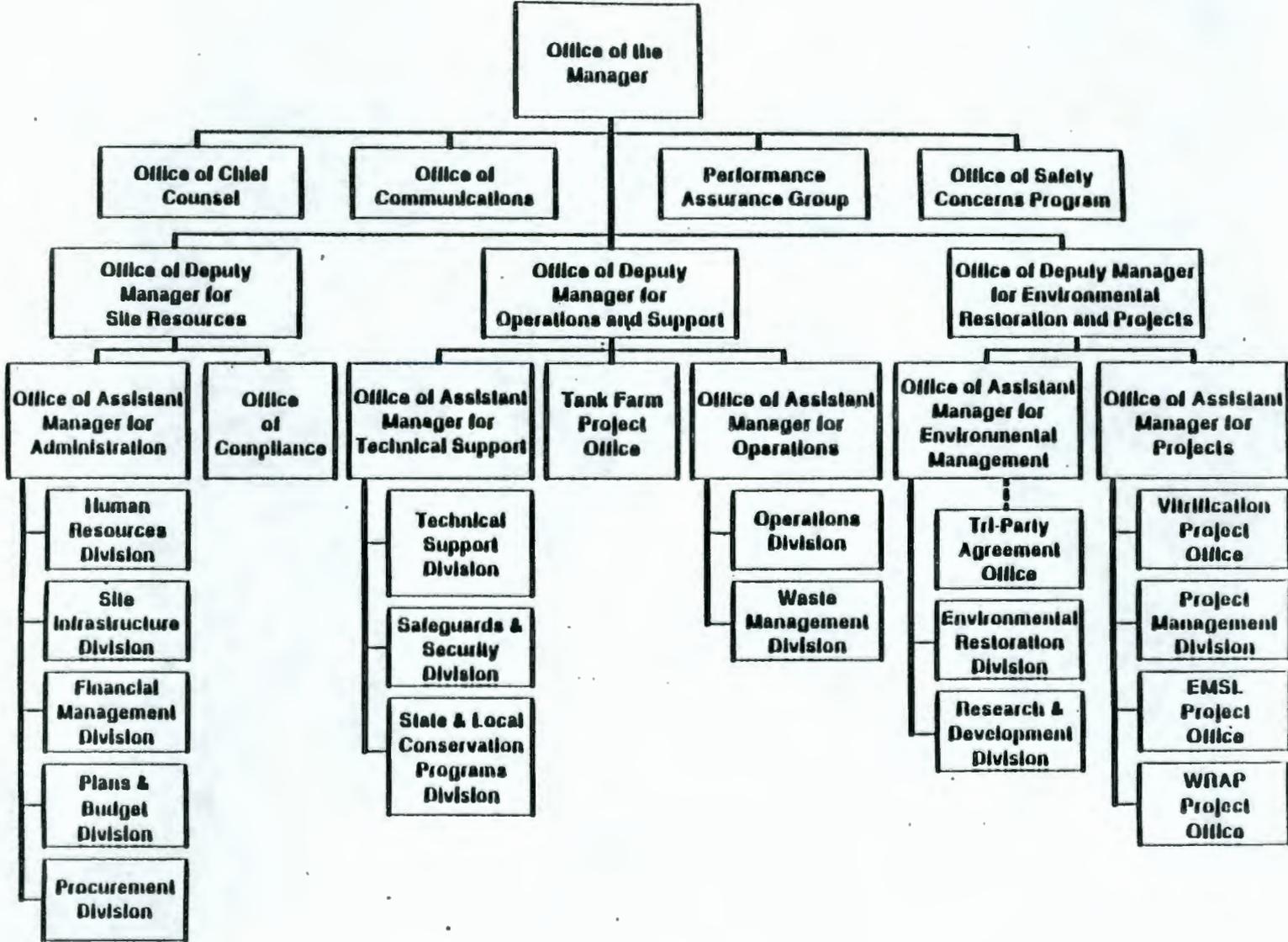
Health Department; and the Benton, Franklin, and Walla Walla Counties Air Pollution Control Authority. These agencies issue permits, review compliance reports, participate in joint monitoring programs, inspect facilities and operations, and/or enforce compliance with applicable regulations.

The Tri-Party Agreement is a legally enforceable agreement that establishes jurisdictions, authorities, and other legal responsibilities among the State of Washington, EPA and DOE.

Indian Nation Treaty Rights and Sovereignty will be recognized for affected nations both for activities on the Hanford Site and for Headquarters activities which may affect such rights. As part of its trust responsibility, DOE will work with the Indian governments on a government-to-government basis.

**FIGURE 3-1**  
**RL FUNCTIONAL ORGANIZATION CHART**

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**Office of the Manager**

**Office of Chief Counsel**

**Office of Communications**

**Performance Assurance Group**

**Office of Safety Concerns Program**

**Office of Deputy Manager for Site Resources**

**Office of Deputy Manager for Operations and Support**

**Office of Deputy Manager for Environmental Restoration and Projects**

**Office of Assistant Manager for Administration**

**Office of Compliance**

**Office of Assistant Manager for Technical Support**

**Tank Farm Project Office**

**Office of Assistant Manager for Operations**

**Office of Assistant Manager for Environmental Management**

**Office of Assistant Manager for Projects**

**Human Resources Division**

**Site Infrastructure Division**

**Financial Management Division**

**Plans & Budget Division**

**Procurement Division**

**Technical Support Division**

**Safeguards & Security Division**

**State & Local Conservation Programs Division**

**Operations Division**

**Waste Management Division**

**Tri-Party Agreement Office**

**Environmental Restoration Division**

**Research & Development Division**

**Vitrification Project Office**

**Project Management Division**

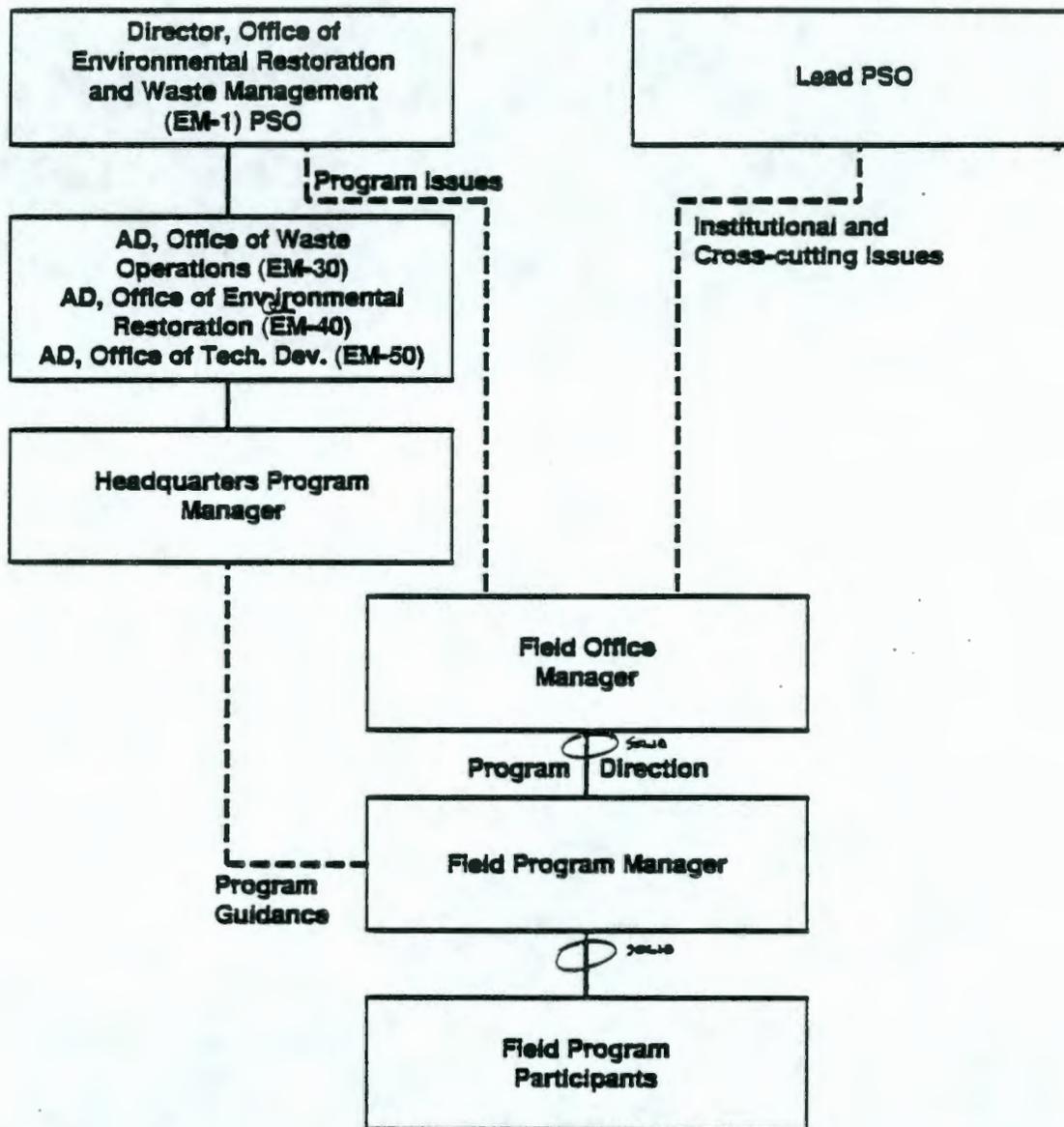
**EMSL Project Office**

**WRAP Project Office**

**FIGURE 3-2**  
**HEADQUARTERS/FIELD OFFICE RELATIONSHIP**

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# Headquarters and Field Office Relationship



79110011.4

AD = Associate Director  
 PSO = Program Secretarial Officer

MRP Figure 3-2

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## 4.0 SITE MANAGEMENT SYSTEM APPROACH

### 4.1 SMS Architecture

The management approach is characterized by the establishment of approved program baselines that provide a standard against which accomplishments, progress, and expenditures are measured and programs are controlled. The Hanford SMS architecture, as illustrated on Figure 4-1, has been defined to achieve consistency and promote integration across all efforts. This architecture establishes the framework for developing SMS requirements and implementing methodology, and incorporates the Hanford Integrated Planning Process used in developing and defining site and program baselines, including the TPA milestones.

There have been many approaches/processes used by RL organizations to manage work. Although individual management approaches/processes are sometimes necessary, any approach used must be consistent with and easily integrated into the standardized SMS architecture.

### 4.2 SMS Documents

The following series of documents describe the "what," "who," "when," and "how" that implement the RL SMS architecture. The complete Site Management System document hierarchy is shown on Figure 4-2.

#### 4.2.1 DOE-Headquarters (DOE-HQ) Documentation

The DOE-HQ Management Policies and Requirements (MPR) documents contain Headquarters-level policies and requirements for management of EM program activities.

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A Program Summary is developed by DOE-HQ for each program which includes the mission area assignment supported by the following:

- program objectives and related issues;
- the program strategy;
- summary of program logic;
- near- and long-term milestones;
- significant projects; and
- the program/project structure.

The Secretary approves the program strategy and near-term milestones, and selects milestones and issues for periodic review.

#### 4.2.2 Hanford Site Management System

The RL Management Requirements and Practices (MRP) defines the requirements, criteria, and practices for each module of the SMS architecture. The MRP requirements shall be incorporated into each site contractor's work scope.

The RL Site Management Plan defines how the RL manages the Hanford site consistent with the requirements and practices of the MRP. The SMP identifies the RL Procedures to be followed by RL organizations in performing program/project management. The SMP also contains program summary-level technical, cost, and schedule baseline information, and is the site baseline description document.

RL Notices and RL Procedures shall be prepared on the SMS methodology. RL Notices will be used to provide interim SMS management guidance and direction. RL Procedures shall identify the steps to be followed, as well as the products to be produced, by RL personnel to perform particular SMS management functions or activities.

#### 4.2.3 Hanford Integrated Planning Process

The Hanford Strategic Plan will establish broad policy goals and define the primary focus of the Hanford Site Mission.

The Hanford Mission Plan will define the technical work to be done and technical requirements for successful completion, develop the overall top-down logic, define a series of mission areas that can be logically completed as part of the overall mission, and define appropriate technical performance criteria for each mission area.

The Multi-Year Program Plans shall be prepared to provide top-level technical logic, technical requirements for every program (and MSA/MP accorded program status) in each mission area, and the interrelationships that define the total work scope for each program. Mission area descriptions will be developed, as appropriate, into the MYPP, defining the plan, schedule, and cost targets to achieve the goals and objectives for the mission area. The MYPP contains objectives, performance criteria, system (program) requirements, schedules, and high-level cost estimates for the foreseeable life of the program. The approved MYPP becomes the multi-year program baseline description document. From the MYPPs, Site Specific Plans (SSP), Activity Packages (AP), and Activity Data Sheets (ADS) will be extracted as input to the DOE-HQ Five-Year Plan preparation process.

The Fiscal Year Work Plans shall be prepared which will specifically establish the work scope, cost targets, and schedule baselines for the current fiscal year, consistent with the MYPP. The FYWPs will contain the work breakdown structure and work authorization statements that RL Program Managers will use to manage for the fiscal year.

#### 4.3 Program/Projects Formulation

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Program formulation is the identification, documentation, and approval of program baselines that identify critical factors such as program scope, technical performance requirements, milestones, resources, levels of responsibility and authority, and organizational interfaces. The site baseline definition process is depicted on Figure 4-3. This figure is focused on major planning activities addressed by the SMS, rather than attempting to show every individual step in the planning, budgeting, appropriations, and work authorization processes.

The site baseline process encompasses three major phases: Site Planning, Programming, and Resource Requirements; Site Baseline Definition; and Site Work Authorization (the initial step in Program Execution). The process shall be keyed to the DOE-HQ planning and budgeting process activities, sequence, and chronology specified in SEN-25-90.

#### 4.3.1 Planning, Programming, and Resource Requirements

This section discusses the planning process that determines the plans and resource requirements for executing the site mission goals and objectives. It prescribes the planning and budgeting that leads up to authorization of the next fiscal year's work.

A process shall be established and in operation throughout the program/project life cycle to identify programmatic, operational, legislative, institutional, and other requirements or constraints which may affect technical, cost, or schedule baselines.

At the beginning of each fiscal year's planning cycle, DOE-HQ issues Fiscal Year Planning Guidance based upon DOE Strategic Plans and Five-Year Plans.

RL shall prioritize activities in the current technical baseline description (Five-Year Plan plus RL Site Management Plan) for the upcoming fiscal year,

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and subsequently issue to the site contractors (and other direct-funded organizations) Site Baseline Planning Guidance for initiating detailed fiscal year planning. This baseline guidance will be targeted for issue near the mid-point of the third quarter of the current fiscal year. The Hanford Strategic Plan is updated and reissued at this time as well.

Each site contractor and direct-funded organization shall prepare and/or revise (as appropriate) the following detailed planning and resource documents: the Hanford Mission Plan (technical scope input for programs in which they participate), the MYPP (one for each RL identified program), and the FYWP (one from each contractor for each program in which they participate).

Following RL review and approval of the planning and resource documents above, each site contractor and direct-funded organization shall prepare and/or revise the SSP, Aps, and ADSs for each program/project which they are designated the Program Integrating Contractor. RL shall update the SMP as appropriate.

The SSP, ADSs, and AP for each program shall be reviewed and approved by the RL Program Manager. RL then presents the plans and baseline data to DOE-HQ. These planning and resource requirements constitute the RL input to the DOE-HQ Five-Year Planning Process.

#### 4.3.2 Baseline Definition

Upon approval by RL, the package of fiscal year work descriptions, schedules, and budgets will become the fiscal year technical, cost, and schedule baseline. The contractors' fiscal year baseline descriptions must be subdivided into work packages consistent with the approved work breakdown structure. These work packages shall be performance measurable, and must

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include sufficient detail in terms of measurable events and deliverables to benchmark achievement and progress.

The baseline elements supporting a TPA major milestone shall be identified, documented, and provided as part of the programmatic MYPP and FYWP. If a major milestone spans too great a period or cannot be adequately defined for baselining, interim milestones will be defined and baselined. The work scope and/or technical baselines shall be sufficiently defined to provide confidence in the cost and schedule baselines and establish the basis for reporting against each TPA major and interim milestone.

The site baseline shall be established with site baseline data provided by each Program Integrating Contractor. Other site contractors performing work for the Program Integrating Contractor will forward their site baseline data to the Program Integrating Contractor for roll-up.

Cost estimates shall be prepared using appropriate estimating methodology that is integrated with the WBS, and the DOE cost breakdown structure as applicable, for all contract work. Ensure that all estimates are consistent with DOE 5700.2.

Work Breakdown Structure (WBS) - In order to adequately define site mission products and activities in sufficient detail to permit efficient planning, a Site WBS is required. The Site WBS shall be based on the Hanford Mission Plan mission areas, and will be extended to identify mission area programs. The Site WBS shall be compatible with the EM-30/40/50 WBSs. The Site WBS shall be maintained as part of the SMP. An example of the Site WBS is shown on Figure 4-4. All program, project, and contractor network logic diagrams, schedules, milestone information, cost estimates, resource requirements profiles, funding profiles, and reporting and review information will be traceable to the Site WBS. Each TPA major and interim milestone shall appear

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within the WBS and activities supporting major or interim milestones will be identifiable and traceable to the applicable WBS elements.

**Technical Baseline** - The Technical Baseline shall consist of the WBS and the WBS Dictionary. The WBS Dictionary shall contain WBS dictionary sheets for each element of the WBS, which will describe the WBS element and the effort associated with it, including required products (deliverables and services), technical standards, and methodologies. Authorized work is broken down, as appropriate, in discrete cost accounts, and work and planning packages, to facilitate responsibility assignment and performance measurement.

**Schedule Baseline** - The Schedule Baseline shall consist of the schedule hierarchy, milestone hierarchy, milestone description sheets, program/project logic, and site integrated scheduling. First, program/project logic is developed. The logic process focuses on determining the technical scope of work to be performed, and provides the basis for defining lower-tier work and identifying major products. RL Program/Project Schedules that implement the program/project logic shall then be developed with the addition of detailed task descriptions, start/completion dates, activity durations, and milestone due dates. A program/project summary schedule is to be developed summarizing the activities shown on the detailed schedules.

**Cost Baseline** - A budget for program/project work shall be established, ensuring the budget is time phased in accordance with the baselined schedule and the availability of resources. The budget basis shall be consistent with the cost estimate and subsequently approved revisions. The Cost Baseline shall consist of cost estimating, contingency estimating, and budget documentation. The basis for developing the cost baseline will be the resource loading of the program/project schedules. The cost estimating process will focus on developing a total-site cost baseline consistent with program/project requirements and schedules.

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A practical and effective method of measuring performance shall be established prior to beginning work. Continuity of the measurement method shall be maintained throughout the life of the activity. Ensure that values used for performance determinations are verifiable and consistent with schedule performance.

**Baseline Review and Approval** - Baseline data and documentation shall be reviewed and approved. Prior to submitting proposed baseline data to the RL Program Manager, the data must first undergo integrated review and approval by the Program Integrating Contractor. Following review and approval by the RL Program Manager, program-level baseline data will receive an integrated program review by affected RL program managers and other managers responsible for RL Work Plans, the TPA, and cross-cut program areas. Finally, site baseline data will be reviewed and approved by the Site Baseline Review Board. Once approved, baseline data may be revised only through the Site Baseline Change Control Board (BCCB) process. MSA/MP baselines will be defined and approved by the DOE-HQ Acquisition Executive at Key Decision No. 1.

#### 4.3.3 Funds Management and Work Prioritization

The funds management system shall ensure that the commitment and expenditure of funds will not exceed the authorized limits; early warnings that funding limits are about to be exceeded shall be provided.

The impact of changes to planned funding limits on technical, cost, and schedule baselines shall be evaluated and such impacts shall be appropriately reflected in changes to the baselines.

The ability to reconcile between forecasts for funding availability and estimates for costs to execute work shall be maintained.

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Funding needs should be identified early. Estimates should be based on staffing requirements and procurements. These estimates should be consistent with the cost and schedule baseline.

The funds management system should be sufficiently versatile to develop alternative funding profiles and respond to imposed funding alternatives, on at least an annual basis.

Budget formulation and execution shall be in accordance with DOE 5100.3, Field Budget Process, and shall follow EM-30/40/50 Management Policies and Requirements for planning, budget, and control. The Internal Review Budget (IRB) process will be driven by program planning.

Program/Project baselines will be a prerequisite for requesting program/project line item funding. Approved projects and/or project elements of the program become specific budget items in the annual planning, programming, budgeting phases of program management. For MSA/Mps, Energy System Acquisition Advisory Board (ESAAB) action is required at all Key Decision Points (including expanded Decision Points) prior to release of appropriated funds by the Controller to proceed with the next phase of the project.

Work priorities are to be set early in the planning process (HIPP), and are carried through to the Aps and ADSs. Priorities shall be established using a documented methodology.

Funding strategies and work prioritization affecting TPA milestones shall be coordinated with the Hanford TPA Project Manager prior to implementation. The Hanford TPA Project Manager shall interact with the regulators on these matters. Prior to changing any TPA milestone as a result of funding strategies or work prioritization, appropriate baseline change board approval is required.

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The submission of fiscal year baseline information from the FYWP by RL to DOE-HQ initiates the fiscal year funding process. Following DOE-HQ review of the baseline data, revised direction is provided to RL which must be incorporated in the FYWP for each program.

Funding is authorized for RL by DOE-HQ via the Approved Funding Program (AFP). RL Program Managers will issue written authorization to the Program Integrating Contractor to perform the work in the FYWP, and appropriate funding will be incorporated into the Financial Plan (FIN Plan).

Funds necessary to support work authorizations shall be provided through the existing financial plan process. Program/project managers have the flexibility to manage individual tasks within a work assignment. Work force and dollars may be shifted, as necessary, within a program/project, subject to DOE-HQ and RL limits established in the Site Management Plan.

Accounting practices and cost collection methodology shall be in accordance with applicable DOE requirements for the specific program/project and will support appropriate cost performance measurement.

The actual direct costs which have been incurred for resources expended in the performance of work shall be recorded in a timely basis. Such cost assignments shall be made in accordance with a formal system that is controlled by the general books of accounts.

Consistent with Federal Acquisition Regulations, Department of Energy Acquisition Regulations and other applicable regulations, record and apply all indirect costs that are allocated to the program/project.

#### 4.4 Program/Projects Execution

##### 4.4.1 Work Authorization

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A work authorization process which authorizes the expenditure of resources needed to perform work; prevents the expenditure of resources for work or procurements without appropriate plans and approval at the appropriate level management; terminates authority when funding limits, or other constraints would be exceeded; prevents the expenditure of funds for unauthorized work or procurements, shall be established and maintained.

The work authorization and control process shall be executed in accordance with DOE 5700.7B, Work Authorization System.

As indicated above, funding is authorized for RL use in accordance with the DOE-HQ Program Plans. Effective with the Fiscal Year 1992 budget and authorization cycle, the designated RL Program Managers have work authorization authority for contractors receiving direct funding from RL. The RL Manager will authorize the overall RL program work performance in accordance with the approved baselines.

Upon approval of the program-specific FYWP for each contractor, the RL Program Manager will issue written authorization to perform the work described in the plan. This authorization will be issued, in the form of a Work Authorization Letter, through the Contractor's Operations Officer, placing contractual authority behind the FYWP and the program baseline description. A signed copy of each work authorization accepted by the contractor shall be obtained as evidence of acceptance of the work authorization.

#### 4.4.2 Baseline Status and Performance Analysis and Reporting

On a periodic basis, significant differences between planned and actual cost, schedule and technical accomplishments shall be identified, and forecasts revised as appropriate. Periodic progress reports that present the evaluation of cost, schedule, and technical performance against the baselines shall be provided. Schedule evaluation should include critical path analysis as well

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as progress against baselines. Predetermined thresholds that prescribe which variances, issues, and problems are significant and warrant a detailed analysis of the causes and actions taken to alleviate the problem shall be developed. Analyses and variances should be based on cumulative to date data.

Program/project managers shall status and analyze program/project performance, in accordance with the DOE 5100 series of Orders and DOE 4700.1, to measure progress and ensure programmatic/project objectives and goals are met.

RL shall submit to EM-30/40/50 monthly Program/Project Status Reports, as directed by the DOE-HQ Program Manager, detailing program progress referenced against the approved program/project baseline. All major program variances or regulatory or public concerns, along with all variances having an impact on the Five-Year Plan goals and objectives, shall be reported through EM-30/40/50 to EM-1.

Preparation of the Site Baseline Status Report is the responsibility of the AMA. This report is the final product of the monthly reporting cycle, which shall include the following steps.

- The Program Integrating Contractor will consolidate all program and project data and prepare a draft Program Report.
- The RL Program Manager will review and concur with the report information.
- The Deputy Managers will review and approve the Program Reports.
- The Site Baseline Status Report will be prepared for the RL Manager.

The TPA cost and schedule status and information will be reported in the monthly TPA Milestone Status Report. Program Managers responsible for accomplishing TPA milestones shall extract from their monthly program report a milestone reporting document for each major and interim milestone under their cognizance. These reports will clearly define the TPA interim and major

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milestone progress and concerns. The Hanford TPA Project Manager has the overall responsibility to consolidate the milestone information and status into a single TPA Milestone Status Report.

The Program Report, as well as reports on RL Management Initiatives and MSAs/MPs, will be submitted according to the Project Manager's Progress Report format found in DOE 4700.1. These reports shall be the basis for the program reviews, as described in Section 4.5.1. The roll-up and review of project reporting information shall follow the same cycle as for program reporting, except the project performance data is also incorporated in the respective program report.

RL Program Managers shall submit quarterly reports on environmental compliance, in accordance with SEN-7A-90, accurately reflecting compliance status and compliance activities in each program. RL is responsible for implementation of annual environmental monitoring plans in accordance with DOE 5484.1, and to ensure that these plans address the appropriate EM-40-specific requirements. RL must maintain any records required to demonstrate regulatory compliance. RL shall implement internal procedures for evaluating environmental compliance, including self-assessment and verification programs.

All Program Managers shall ensure that SEN-29-91, Performance Indicators and Trending Program for Department of Energy Operations, is adhered to when establishing baselines for operations. Performance indicators shall be reported and trended for review by the Secretary in the following environment, safety, and health categories: Personnel Safety, Operational Incidents, Environmental Releases (Normal Operations), and Management. Each program office shall maintain direct responsibility for ensuring the preparation and accuracy of the performance indicator data. The RL Manager shall submit quarterly performance indicator and trend reports to the EM-30/40/50 program

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offices. The uniform trending of performance indicators requires active management involvement so that potential problems can be readily identified.

#### 4.4.3 Baseline Management and Change Control

Baseline changes are the result of management decisions made using information gathered during monitoring and evaluating of program/project performance data. Changes also may result from internal replanning, as well as external requirements derived from other Federal, State, or local agencies. Baseline changes shall be processed at the time the requirement for the change is identified and change requests must be processed in an expedient manner.

Cost, schedule, and technical baselines shall be established; baseline changes shall be defined, documented, and approved, and authority and responsibilities for such approval delineated. Assurance shall be provided that decisions are made at the appropriate management level; accountability and traceability of the decision making process shall be provided.

The change control system provides line management with timely information and review/approval authority on changes that affect the site, program, and project baselines. Requested changes to the DOE-HQ-controlled level BCCBs shall be submitted in accordance with Draft DOE Order 4700.1A, June 7, 1991. The RL change control process must compliment DOE N 4700.4 requirements, while at the same time ensuring RL management receives timely information and is appropriately involved in the decision making process. Likewise, contractor change control systems must be consistent with and complimentary to the RL change control process.

Baseline Change Approvals shall be established for the RL change control system at the Site, Program, and Project levels. A Baseline Change Control Board shall be established for each change approval level. The change threshold values/parameters for each level shall be established in the SMP.

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Change requests must be appropriately reviewed and approved at RL prior to offsite submittal. Prior to submittal for approval at a higher change control level, approval through the appropriate lower change control levels is required. Each BCCB will provide auditable and traceable documentation for board members' evaluation and comments and BCCB decisions. Information copies of BCCB meeting minutes and approved Baseline Change Proposals will be provided to the next higher level BCCB.

The change control process must be followed for all changes to the approved baselines, whether the changes result from directive action or the processing of lower-tier initiated change requests. The change control process shall control internal replanning and prevent retroactive changes to performance baseline data for work already completed. Funding changes to the FIN Plan will be made only when the change request has been approved by RL and issued. Congressional notification through DOE-HQ is required if changes (either approved or directed) exceed congressionally mandated thresholds.

#### 4.5 Programs/Projects Evaluation

##### 4.5.1 Management Review and Assessment

Secretary of Energy Notice SEN-27-90 established a new DOE-HQ program review process targeted toward improving Senior Line Management involvement in the program/project management process as part of a larger effort to strengthen the overall management process. It is the goal of the program review process to identify and address problems early, as well as to provide a systematic and disciplined decision making process. Acquisition Executive oversight is required for all projects at or exceeding \$100 million in total project cost.

Actual or projected variances (technical, schedule, or cost) from an approved baseline that exceed a prescribed variance threshold shall result in

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management action to reestablish conformance to the baseline, or to authorize a baseline change. Such variance thresholds shall be specified in the SMP.

At RL, rapid identification and communications of problems through line management to the RL Manager is necessary to manage the site on schedule and within budget. The monthly review process is performed in conjunction with the monthly reporting process described in Section 4.4.2. Senior RL management staff will conduct periodic program reviews with RL Program Managers utilizing the data provided in the monthly reports. Program planning and performance information maintained by contractors shall be accessible for RL review. Program Managers shall conduct verifications of technical performance criteria as part of their self-assessment programs.

4.5.2 Commitment Action Tracking and Critical Items

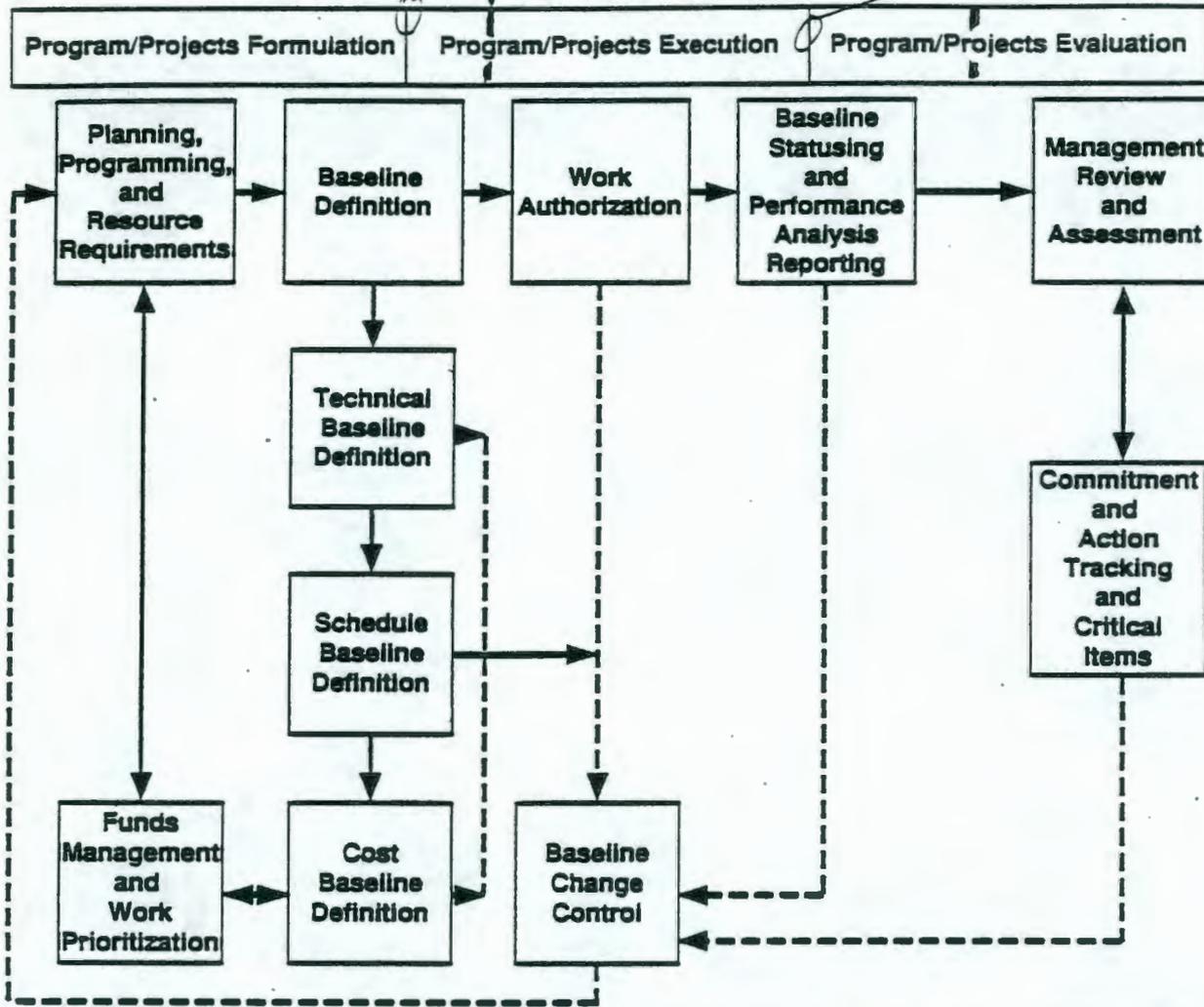
Management corrective actions, management commitments, and critical management items shall be tracked to resolution.

Management systems shall be established to report and trend performance indicators, identify and correct root causes of performance problems, track corrective actions, and determine/disseminate lessons learned.

TPA milestone commitments/actions and critical items essential to the successful completion of TPA major and interim milestones will be established, documented, and assessed as a result of the TPA monthly and quarterly reports and milestone review meetings. Weekly Critical Items Reports will be submitted to DOE-HQ.

**FIGURE 4-1**  
**SITE MANAGEMENT SYSTEM ARCHITECTURE**

RL Site Management System Architecture



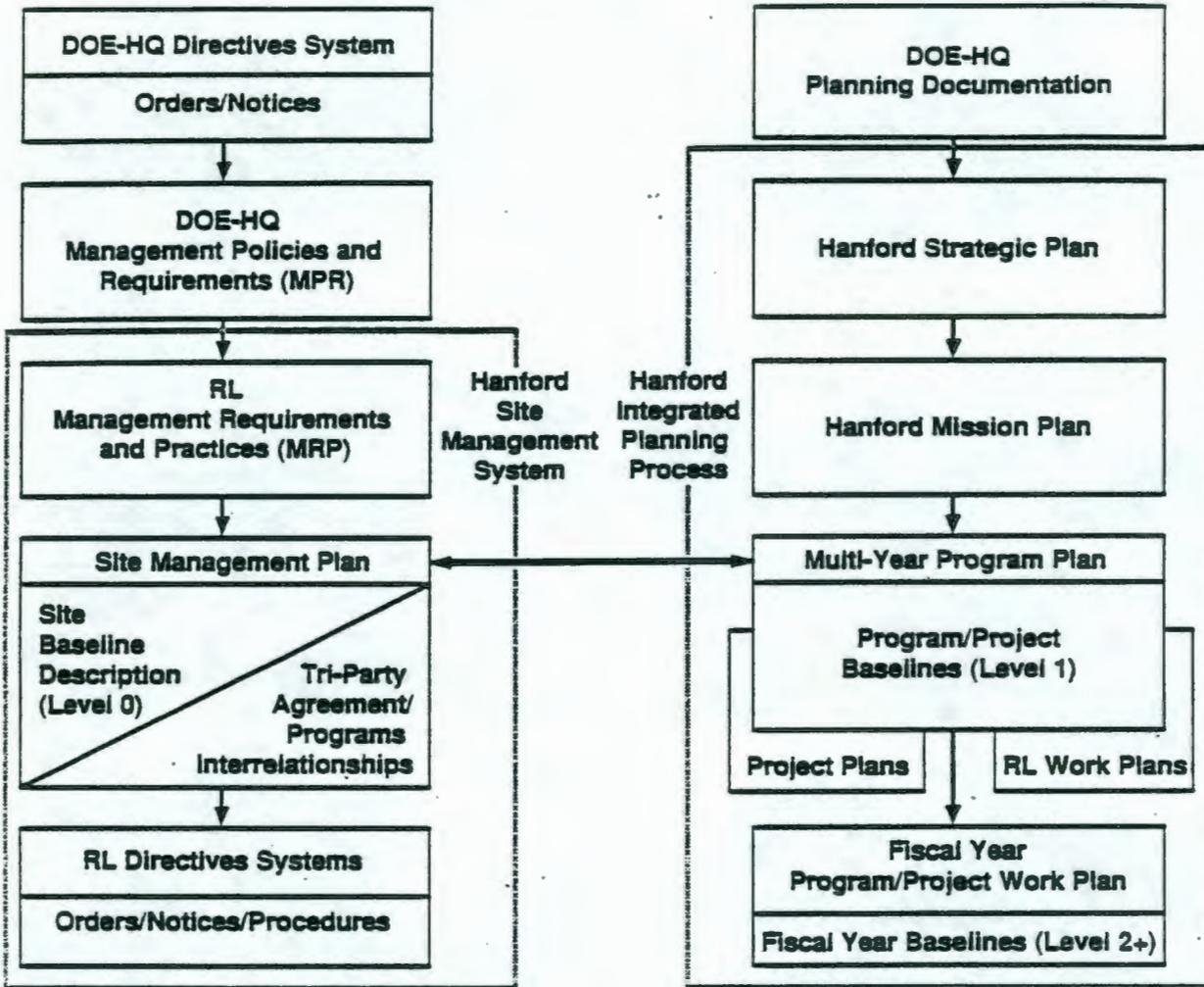
Program/Project Formulation	Program/Project Execution	Program/Project Evaluation
<b>Outputs:</b> <ul style="list-style-type: none"> <li>• Site planning documentation</li> <li>• Program/project planning documentation</li> <li>• Baseline data</li> <li>• Budget documentation</li> </ul>	<b>Outputs:</b> <ul style="list-style-type: none"> <li>• RL program guidance and work plans</li> <li>• RL projects guidance and work plans</li> <li>• Site baseline change requests</li> <li>• Site baseline monthly status reports</li> <li>• MSA Reports</li> </ul>	<b>Outputs:</b> <ul style="list-style-type: none"> <li>• Programs/projects status reports and reviews</li> <li>• RL and contractors commitment control reports</li> </ul>

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*Handwritten:* SMP Figure 4-1

**FIGURE 4-2**  
**SMS DOCUMENT HIERARCHY**

## RL Site Management System Document Hierarchy



### Key Points

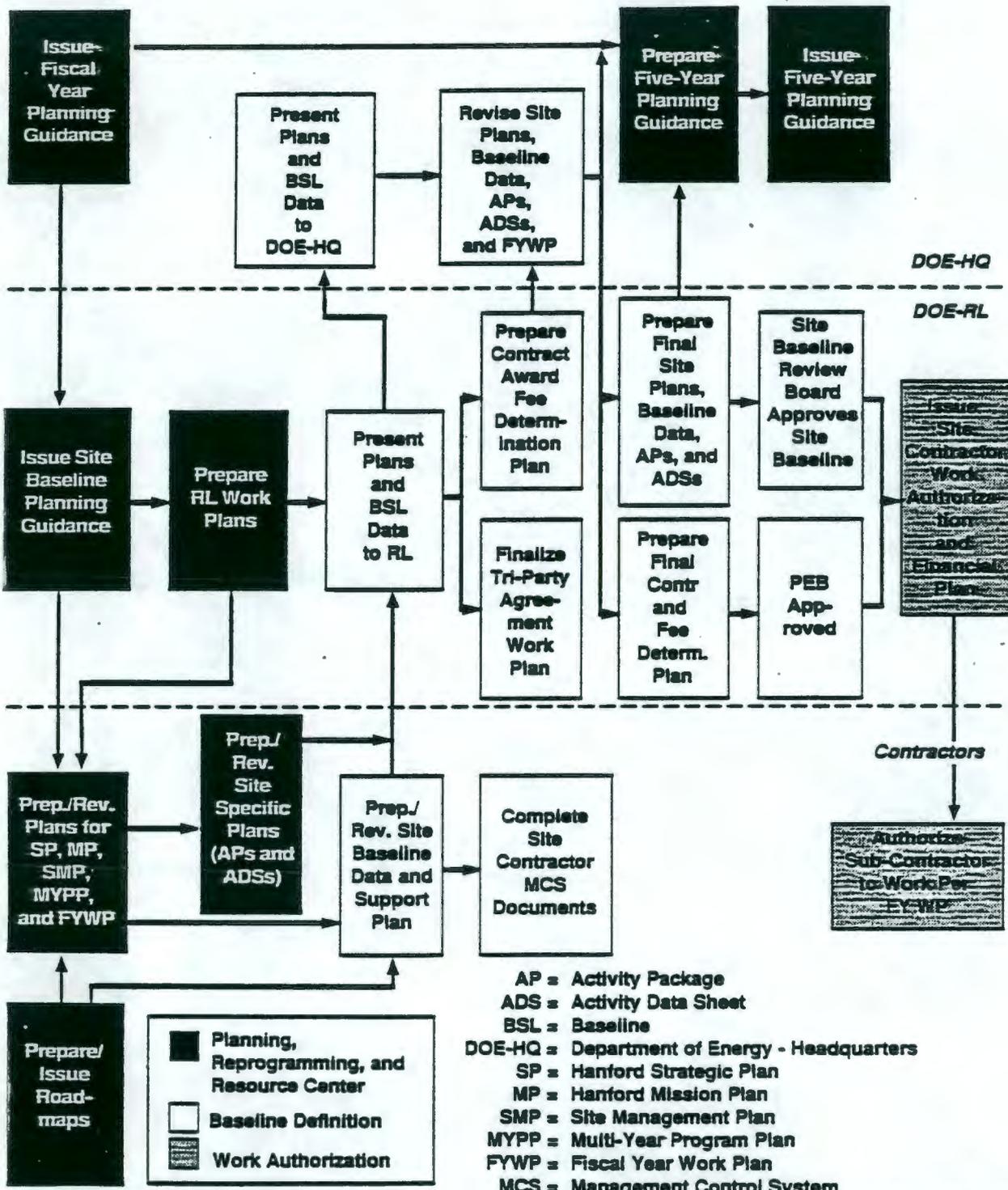
- Site management requirements and RL program/project management accountability is defined
- Site programs/projects baselines and contractor work scopes are defined and, changes are dispositioned by site change board
- Award Fee determinations are tied to contractors work scope and work plans
- Contractor work plans and funding authorization are formalized and contractors modifications are executed

MRP

~~Figure 4-2~~

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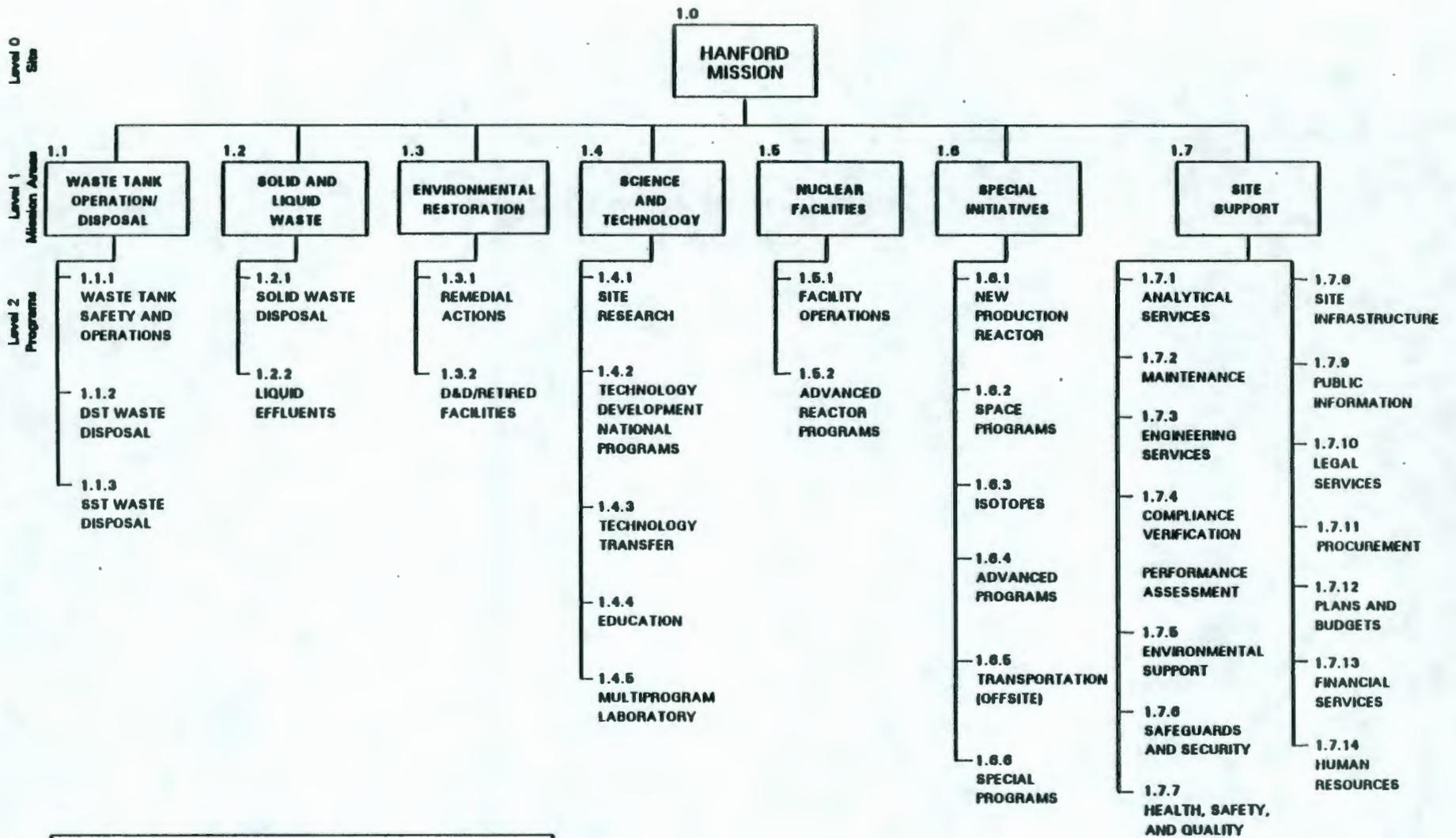
FIGURE 4-3  
SMS SITE BASELINE DEFINITION PROCESS



*MFR Figure 4-3*

*SMP Figure 4-4*

**FIGURE 4-4**  
**SMS SITE WORK BREAKDOWN STRUCTURE**



## HANFORD SITE WORK BREAKDOWN STRUCTURE

Approved \_\_\_\_\_

Date 23 September 1991 Rev. - 0 -

REQUEST FOR PROPOSAL  
DE-RP06-92RL12367  
Section J, Attachment 2

**APPENDIX 5**  
**FACILITIES FOR DECONTAMINATION AND DECOMMISSIONING**

**HANFORD SURPLUS FACILITIES BASE PROGRAM AND  
ESTIMATE OF FACILITIES THAT COULD POTENTIALLY BE TRANSFERRED  
WITHIN NEXT 5-10 YEARS**

The HANFORD SURPLUS FACILITIES BASE PROGRAM contains 101 facilities--78 contaminated and 28 clean facilities.

Facilities which could potentially be declared surplus and be transferred into the D&D Program through the formal request process include:

- o 82 contaminated and 15 non-contaminated facilities by 1996
- o An additional 96 contaminated and 73 non-contaminated facilities by 2003

This is a total of 266 facilities that could be transferred into the program by 2003 as shown in the summary below.

SUMMARY OF POTENTIAL FACILITY TRANSFERS				
CURRENT BASE PROGRAM		POTENTIAL TRANSFER BY 1996	POTENTIAL TRANSFER BY 2003	TOTAL
Contaminated:	73	82	96	251
Non-Contaminated:	28	15	73	116
TOTAL:	101	97	169	367

**BASE PROGRAM**

The Following Buildings Are Already in the Program.

NOTE: Contaminated means either R - radioactively, or with H - hazardous materials.  
A total of 101 facilities are currently in the base program.

73 contaminated  
28 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM 100-B/C AREA	103-B	Unirradiated Fuel Storage	Contaminated - R	1,300
	104-B-1	Tritium Vault	Contaminated - R	130
	104-B-2	Tritium Laboratory	Contaminated - R	365
	105-B	Reactor Building	Contaminated - H/R	53,751
	105-B	Water Tunnels	Non-Contaminated	NA
	115-B/C	Gas Recirculation Bldg.	DEMOLISHED	DEMOLISHED
	116-B	Reactor Exhaust Air Stack	Contaminated - R	NA
	185-B	Water Treatment Plant	Non-Contaminated	18,600
	190-B	Main Pump House	Non-Contaminated	90,854
	1701-BA	Exclusion Area Badge House	Non-Contaminated	621
	105-C	Reactor Building	Contaminated - H/R	73,335
	105-C	Water Tunnels	Non-Contaminated	NA
	117-C	Exhaust Air Filter Bldg.	DEMOLISHED	DEMOLISHED
	183-C	Filter Plant	Non-Contaminated	69,234
	1702-C	Badge House	Non-Contaminated	210
1714-C	Solvent Storage	Non-Contaminated	156	
EM 100- D/DR AREA	103-D	Unirradiated Fuel Element Storage	Contaminated - R	1,300
	105-D	Reactor Building	Contaminated - H/R	55,542
	105-D	Water Tunnels	Non-Contaminated	NA
	116-D	Reactor Exhaust Air Stack	Contaminated - R	NA
	105-DR	Reactor Building	Contaminated - H/R	58,300
	105-DR	Water Tunnels	Non-Contaminated	NA
	116-DR	Reactor Exhaust Air Stack	Contaminated - R	NA
	117-DR	Exhaust Air Filter Bldg.	Contaminated - R	2,124
	119-DR	Exhaust Air Sample Bldg.	Contaminated - R	221
	1702-DR	Badge House	Non-Contaminated	400

BASE PROGRAM  
Page 2

EM 100-F AREA	105-F 105-F 108-F 1701-FA	Reactor Building Water Tunnels Biology Laboratory Bldg. Gate House	Contaminated - H/R Non-Contaminated Contaminated - R Non-Contaminated	54,600 NA 31,084 640
EM 100-H AREA	105-H 105-H 1713-H 1720-HA	Reactor Building Water Tunnels Warehouse Arsenal	Contaminated - H/R Non-Contaminated Non-Contaminated Non-Contaminated	74,640 NA 13,800 64
EM 100-K AREA	105-KE 105-KE 105-KW 105-KW 110-KE 110-KW 115-KE 115-KW 116-KE 116-KW 117-KE 117-KW 119-KE 119-KW 165-KW 166-AKE 167-K 182-K 1702-KE 1702-KW 1706-KE 1706-KEL 1706-KER 1713-KER 1714-KW	Reactor Building Water Tunnels Reactor Building Water Tunnels Gas Storage Facility Gas Storage Facility Gas Recirculation Facility Gas Recirculation Facility Exhaust Air Stack Exhaust Air Stack Exhaust Air Filter Bldg. Exhaust Air Filter Bldg. Exhaust Air Sampling Bldg. Exhaust Air Sampling Bldg. Power Control Building Oil Storage Facility Crosstie Tunnel Building Emergency Water Reservoir Badgehouse Badgehouse Water Studies Semiworks Development Laboratory Water Studies Recirc. Bldg. Warehouse Warehouse	Contaminated - H/R Non-Contaminated Contaminated - H/R Non-Contaminated Non-Contaminated Non-Contaminated Contaminated - R Contaminated - R Non-Contaminated Non-Contaminated Non-Contaminated Non-Contaminated Non-Contaminated Non-Contaminated Contaminated - R Contaminated - R Contaminated - R Non-Contaminated Non-Contaminated	82,214 NA 82,214 NA NA NA 8,200 8,200 NA NA 2,124 2,124 221 221 52,800 288 150 2,610 210 210 11,200 6,720 11,555 800 192

BASE PROGRAM

Page 3

EM				
200-E AREA	205-A	Silica Gel Facility	Contaminated - R	120
	241-A-431	Tank Farm Vent. Building	Contaminated - R	346
	224-B	Plutonium Concentration	Contaminated - R	32,300
	201-C	Strontium Semiworks	DEMOLISHED	DEMOLISHED
	215-C	Gas Preparation Structure	Contaminated - R	821
	241-CX-70	Tank	Contaminated - R	NA
	241-CX-71	Tank	Contaminated - R	NA
	241-CX-72	Tank	Contaminated - R	NA
	241-C-801	Cesium Loadout Facility	Contaminated - R	832
	271-C	Aqueous Makeup Control Room	Contaminated - R	3,232
	291-C	Fan House	DEMOLISHED	DEMOLISHED
	291-C-1	Stack	DEMOLISHED	DEMOLISHED
	296-C-2	Stack	Contaminated - R	NA
	2707-C	Storage & Change House	Contaminated - R	DEMOLISHED
	270-E	Neutralization Tank	Contaminated - R	NA

BASE PROGRAM

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EM 200-W AREA	202-S	Canyon Bldg. (REDOX)	Contaminated - R	149,935
	233-S	Plutonium Concentration	Contaminated - R	2,100
	233-SA	Exhaust Air Filter Bldg.	Contaminated - R	280
	241-SX-401	Condensor Loadout Facility	Contaminated - R	970
	241-SX-402	Condensor Loadout Facility	Contaminated - R	970
	276-S	Solvent Handling Facility	Contaminated - R	2,650
	276-S-141	Hexone Storage Tank	Contaminated - R	NA
	276-S-142	Hexone Storage Tank	Contaminated - R	NA
	291-S	Fan House and Filter	Contaminated - R	669
	291-S-1	Stack	Contaminated - R	NA
	292-S	Jet Pit House	Contaminated - R	250
	293-S	Offgas Treatment Facility	Contaminated - R	1,361
	296-S-1	Stack	Contaminated - R	NA
	296-S-2	Stack	Contaminated - R	NA
	296-S-4	Stack	Contaminated - R	NA
	296-S-6	Stack	Contaminated - R	NA
	296-S-7	Stack	Contaminated - R	NA
	296-S-12	Stacks (2)	Contaminated - R	NA
	2711-S	Stack Monitoring Bldg.	Contaminated - R	64
	2718-S	Filter House Monitor	Contaminated - R	64
	2904-SA	Sampler Building	Contaminated - R	144
	221-U	Canyon Bldg. (U Plant)	Contaminated - R	83,500
	271-U	Office Building	Contaminated - R	30,700
	276-U	Solvent Handling Facility	Contaminated - R	3,725
	291-U	Fan House and Filter	Contaminated - R	330
	296-U-1	Stack	Contaminated - R	NA
	296-U-6	Stack	Contaminated - R	NA
296-U-10	Stack	Contaminated - R	NA	
232-Z	Waste Incinerator	Contaminated - R	2,090	
EM 600 AREA	212-N	Storage Building	Contaminated - R	5,979
	212-P	Storage Building	Contaminated - R	5,979
	212-R	Storage Building	Contaminated - R	5,979

FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS

1991

A total of 12 facilities could be transferred into the program.

12 contaminated  
0 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	3732	Storage	Contaminated - H	1,365
	3701	Guard House	Contaminated - H	64
	W-19	Iron House Shop (200W)	Contaminated - H	1,152
	2709-W	Office	Contaminated - H	1,816
	2720-W	Office	Contaminated - H	2,216
NE	2718-E	Critical Mass Fissile Storage	Contaminated - R	1,664
	209-E	Critical Mass Laboratory	Contaminated - R	6,827
DP	242-B	Particle Research Lab	Contaminated - R	2,713
	242-BL	Cask Loading Building	Contaminated - R	546
	1702-DR	Badge House	Contaminated - H	400
ER	WBF-1	Boat Storage	Contaminated - H	960
	WBF-2	Storage	Contaminated - H	960

**FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS**

1992

A total of 26 facilities could be transferred into the program.

21 contaminated  
5 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	276-C	Solvent Storage Facilities	Contaminated - R	2,299
	1166	Warehouse	Contaminated - H	150,148
	1166-A	Scale House Well Test	Contaminated - H	48
	1236	Warehouse	Contaminated - H	8,100
	2707-E	Change Room	Contaminated - H	3,306
	2707-W	Change Room	Contaminated - H	2,616
	2719-WA	Medical Station	Contaminated - H	2545
	2701-Z	PFP Badge House	Non-Contaminated	400
DP	1100-N	Administration Building	Contaminated - H	14,330
	1101-N	Administration Building	Contaminated - H	26,720
	181-N	River Water Pump House	Contaminated - H	1,632
	1716-N	Gas Station	Contaminated - H	25
	1716-NA	Self Service Station	Contaminated - H	25
	1703-D	Administration Building	Contaminated - H	6,000
	1704-D	Vault	Non-Contaminated	448
	1713-D	Development Lab	Contaminated - H	4,160
	1714-D	Solvent Storage	Contaminated - H	70
	1722-D	Equipment Development Lab	Contaminated - H	1,200
	1734-D	Bottle Rack Building	Non-Contaminated	240
	185-D	Thermal Hyd. Building	Contaminated - H/R	18,600
	189-D	Mech. Development Lab	Contaminated - H/R	20,428
	190-D	Storage	Non-Contaminated	90,700
195-D	Safety Rod Test Tower	Non-Contaminated	2,560	
PMD	1212	Weld Test Shop, Storage Units, Design Office (1992 - Storage Units 1994 - rest of facility)	Contaminated - H	22,025

1992 - Continued

WT	242-TC 242-TB	Metal/Instrument Prefab, Metal/Venthouse	Contaminated - R Contaminated - R	144 192
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FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS

1993

A total of 21 facilities could be transferred into the program.

16 contaminated  
5 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	2713-E	Office	Contaminated - H	4,158
	2715-E	Paint and Oil Storage	Contaminated - H	952
	2715-EA	Paint Booth	Contaminated - H	320
	2719-E	Office	Contaminated - H	823
	2722-E	Office	Contaminated - H	1,200
	274-E	Office	Contaminated - H	3,792
	222-B	Office	Contaminated - H	7,336
	604-F	Guard Station Wye Barricade	Contaminated - H	74
	604-G	Utility Bldg. Wye Barricade	Contaminated - H	29
DP	184-N	Plant Service Boiler House	Contaminated - H	11,328
	184-NA	Auxiliary Power Annex Bldg.	Contaminated - H	4,500
	184-NB	Airhandler Main Bldg.	Contaminated - H	928
	184-NC	Airhandler Annex Bldg.	Contaminated - H	784
	166-N	Fuel Oil Storage Tank/Plat.	Contaminated - H	714
	1714-N	Warehouse	Non-Contaminated	3,200
	1714-NA	Rec/Insp Facility	Non-Contaminated	4,000
	1714-NB	Tool Storage Shed	Non-Contaminated	25
	1715-N	Disel Oil Storage Tanks	Non-Contaminated	NA
	104-N	Facilities Auxiliary Shop	Non-Contaminated	576
PMD	1226	Equipment Maint. Building	Contaminated - H	9,430
	1227	Antifreeze/Oil Storage Bldg.	Contaminated - H	960

FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS

1994

A total of 15 facilities could be transferred into the program.

13 contaminated  
2 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	222-U	Office	Contaminated - R	7,336
	274-W	Office	Contaminated - H	3,815
	2704-W	Office	Contaminated - H	6,457
	2704-C	Office	Contaminated - H	1,025
	2715-W	Inflammable Storage	Contaminated - H	588
	2722-W	Storage	Contaminated - H	1,474
	621-B	Generator Shelter Wye Barr.	Contaminated - H	30
DP	1706-N	Storage Building	Non-Contaminated	950
	1313-N	Change and Control Building	Contaminated - H/R	144
	1314-N	Liquid Waste Loadout Station	Contaminated - H/R	1,800
	11-N	Storage Building	Contaminated - H	800
	13-N	Storage Building	Contaminated - H	800
	1143-N	Carpenter Shop	Non-Contaminated	
	108-N	Chemical Unloading Facility	Contaminated - H	900
PMD	1154	Radio Maintenance Shop	Contaminated - H	8,000

FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS

1995

A total of 23 facilities could be transferred into the program.

20 contaminated  
3 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	105-DR	Large Sodium Fire Facility	Contaminated - H	11,000
	331-HB1-12	Hoghouses (12)	Contaminated - H	1,272
	3714	Organic Chem. Lab	Contaminated - H	1,148
	301	Warehouse	Contaminated - H	1,606
	3707-C	Office	Contaminated - H	7,040
	275-EA	Warehouse	Contaminated - H	36,000
	271-T	Office	Contaminated - H	30,700
	2723-W	Office	Contaminated - H	4,519
	X-8	Gang Car Storage (200W)	Contaminated - H	168
DP	1722-N	Decontamination Hot Shop	Contaminated - H/R	864
	1705-N	Inst. & Elec. Facility	Contaminated - H	9,240
	1705-NA	Motor Shop	Contaminated - H	2,160
	1712-N	Insulation Shop	Non-Contaminated	800
	1322-N	Waste Treatment Pilot Plant	Contaminated - H/R	676
	1322-NA	Effluent Water Pilot Plant	Contaminated - H/R	1,600
	1322-NB	Crib Effluent Iodine Monitoring Facility	Contaminated - H/R	221
	1707-N	Patrol Boat House	Non-Contaminated	750
	1310-N	Golf Ball	Contaminated - H/R	NA
	1314-N	LERF	Non-Contaminated	NA
	190-DR	Warehouse	Contaminated - R	63,360
	190-C	Pump House	Contaminated - H/R	68,820
PMD	1252	Receiving and Distribution Center	Contaminated - H	14,703

1995 - Continued

WT	242-T	Metal, Concrete/Waste	Contaminated - R	2,713
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**FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS**

1996

A total of 36 facilities could be transferred into the program.

33 contaminated  
3 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	1234	Warehouse	Contaminated - H	11,200
	W-26	Carpenters Shop (200W)	Contaminated - H	864
	W-27	Carpenters Storage (200W)	Contaminated - H	880
	321	Hydromechanical Facility	Contaminated - R	27,439
DP	163-N	Demineralization Plant Bldg.	Contaminated - H	11,675
	163-NA	Demineralized Water Plant	Contaminated - H	16,600
	183-N	Water Filter Plant	Contaminated - H	6,006
	1316-N	Valve House	Contaminated - H/R	120
	1316-NA	Valve Vault Building	Contaminated - H/R	140
	1316-NB	Magnetic Flow Meter Vault	Contaminated - H/R	159
	1316-NC	Turbine Meter Vault	Contaminated - H/R	113
	1315-N	Reactor Effluent Diversion System Valve House	Contaminated - H/R	135
	1102-N	Drafting Office Building	Contaminated - H	800
	1304-N	Emergency Dump Tank	Contaminated - R	NA
	1900-N	Tank Farm	Contaminated - H	NA
	1908-N	Seal Well	Non-Contaminated	NA
	1300-N	Emergency Dump Basin	Contaminated - R	NA
	1301-N	Crib	Contaminated - R	NA
	1303-N	Dummy Burial	Contaminated - R	NA
	182-N	Pump House	Contaminated - H/R	9,797
ER	323	Mechanical Properties Lab	Contaminated - H/R	457
	6652-O	Storage	Contaminated - H	1,500
	6652-G	ALE Field Storage	Contaminated - H	6,783
	3731	Lab Equipment Central Pool	Contaminated - H	3,200
	3718-A	Storage	Contaminated - H	800
	3718-B	Lab Equipment Central Pool	Contaminated - H	6,400
	3718-O	Lab Equipment Central Pool	Contaminated - H	3,200
	331-F	Animal Resources Storage	Non-Contaminated	1,120

1996 -Continued

PMD	1208	Paint Shop	Contaminated - H	2,000
	1209	X-Ray Lab	Contaminated - H	1,120
	1211	Sandblast Facility	Contaminated - H/R	900
	1235	Hazardous Waste Storage Dock	Non-Contaminated	700
	1240	Fabrication Shop	Contaminated - H	46,094
	1241	Plate Shop	Contaminated - H	5,600
	1242	Compressor House	Contaminated - H	900
	1256	Administrative Support Facility	Contaminated - H	10,292

FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS

1997

A total of 37 facilities could be transferred into the program.

28 contaminated  
9 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	222-T	Offices	Contaminated - R	7,336
	3702	Offices	Contaminated - H	8,640
	275-W	Heavy Equipment Shop	Contaminated - H	3,792
	1262	Office	Contaminated - H	5,830
	4702	Office	Contaminated - H	21,687
	4707	Site Support Office	Contaminated - H	2,873
	2704-S	Office	Contaminated - H	8,174
	3703	Offices	Contaminated - H	11,040
	3706	Offices	Contaminated - H	37,470
	3706-A	Mechanical Equipment for 3706	Contaminated - H	1,510
	1170	Dispatchers Office	Contaminated - H	6657
213-K	Alkali Metal Storage Vault	Contaminated - H	482	
ER	3745	Radiological Calibrations & Standards	Contaminated - H	5,152
PMD	1250	Office and Warehouse Facility	Contaminated - H	13,362

1997 - Continued

DP	109-N	Heat Exchange Building	Contaminated - H/R	79,500
	109-NA	Steam and Flow Inst. Bldg.	Contaminated - H/R	40
	109-NB	HPU building	Contaminated - H/R	364
	105-N	Reactor Facility	Contaminated - H/R	99,480
	105-NA	Emergency Diesel Building	Contaminated - H/R	192
	105-NB	Mechanical Shop Addition	Contaminated - H	7,400
	105-NC	Emergency Diesel Generator	Contaminated - H/R	2,000
	151-N	230KV Electrical Substation	Non-Contaminated	NA
	153-N	Switchgear Building	Non-Contaminated	NA
	107-N	Recirculation Cooling Bldg.	Contaminated - H/R	7,569
	117-N	Air Filter Building	Contaminated - H/R	4,290
	117-NVH	Valve Control House	Contaminated - H/R	80
	116-N	Air Stack Structure	Non-Contaminated	NA
	119-N	Air Sample Monitoring Stack	Contaminated - R	144
	119-NA	Continuous Airborne Effluent Monitoring	Contaminated - R	144
	1734-N	Gas Bottle Storage Bldg.	Non-Contaminated	900
	1723-N	Warehouse	Non-Contaminated	12,000
	1112-N	Guard Station	Non-Contaminated	800
	1112-NA	Microwave Tower Annex	Non-Contaminated	NA
	1112-NB	Badge House (SEA)	Non-Contaminated	80
1120-N	Storage and Training Bldg.	Non-Contaminated	12,000	
1324-N	Waste Water Pond	Contaminated - H/R	NA	
1325-N	Crib	Contaminated - R	NA	

FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS

1998

A total of 7 facilities could be transferred into the program.

7 contaminated  
0 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	3707-B	Custodial Services	Contaminated - H	691
	3707-D	Document Services	Contaminated - H	8,577
	3707-E	Storage	Contaminated - H	800
	3709	Paint Shop	Contaminated - H	3,108
	3722	Carpenter Shop	Contaminated - H	5,000
	3746-D	Photography Storage	Contaminated - H	1,260
	3765	Engineering Offices	Contaminated - H	12,160

FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS

1999

A total of 11 facilities could be transferred into the program.

11 contaminated  
0 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	2713-W	Vehicle Service	Contaminated - H	4,160
	284-E	Power House	Contaminated - H	33,815
	284-W	Power House	Contaminated - H	27,132
	291-BA	Air Sampler	Contaminated - H	49
	231-Z	Materials Engineering Lab	Contaminated - H	38,121
	2713-WB	Maintenance Facility	Contaminated - H	6,150
	2724-W	Laundry	Contaminated - H	14,657
	292-T	FP Release Lab	Contaminated - H	919
	275-E	Carpenter Shop	Contaminated - H	3,792
DP	190-DA	Service Annex	Contaminated - H	17,045
	2704-Z	Office Regulated Equipment	Contaminated - H	3,911

**FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
WITHIN THE NEXT 5-10 YEARS**

2000

A total of 4 facilities could be transferred into the program.

4 contaminated  
0 non-contaminated

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
EM	3717-B	Standards Lab	Contaminated - H	6,972
	384	Power House	Contaminated - H	17,159
	382	Pump House	Contaminated - H	1,151
	2101-M	Spare Parts and Lab	Contaminated - H	169,320

FACILITIES THAT COULD BE TRANSFERRED INTO THE PROGRAM  
TRANSFER DATE UNKNOWN

A total of 74 facilities could be transferred into the program, depending on FFTF's future mission assignment.

13 contaminated  
61 non-contaminated or unknown

SPONSOR	BLDG. NO.	BUILDING NAME	CONTAMINATED	SQ FOOTAGE
NE 200 AREA	277-T	Blow Down Building	Unknown	1,200
NE 300 AREA	306-E	Metal Fab. Development Bldg.	Unknown	46,303
	308-A	Fuels Development Lab	Contaminated - R	62,569
	308-E	Emergency Storage (Part of 308 Building)	Non-Contaminated	NA
	309	Office and Shops	Unknown	46,708
	309-E	Emergency Storage (Part of 309 Building)	Unknown	NA
	323	Mechanical Properties Lab	Contaminated - R	4,267
	327	Post Irradiation Test Lab	Contaminated - R	26,925
	335	Sodium Test Facilities	Unknown	10,687
	335-A	Fast Reactor Thermal Eng.	Unknown	648
	337-B	High Bay and Service Wing	Unknown	37,080
	3715	Storage	Unknown	6,400
	3717-C	Materials Archive Building	Unknown	2,304
	3718-C	Storage	Unknown	4,480
	3718-M	Sodium Storage Facility	Unknown	2,010
	3728	FFTF Test Article Storage	Unknown	3,200
	3730	Gamma Irradiation Facility	Contaminated - R	3,444
	MO-703	Trailer 318T1 Mobile Office	Non-Contaminated	520

FACILITIES THAT COULD BE TRANSFERRED BUT NO KNOWN DATE

Page 2

NE 400 AREA				
	403	Fuels Storage Facility	Contaminated - R	8,236
	405	FFTF Reactor	Contaminated - R	14,000
	408-A	Main Heat Dump - East	Non-Contaminated	17,557
	408-B	Main Heat Dump - South	Non-Contaminated	17,561
	408-C	Main Heat Dump - West	Non-Contaminated	17,565
	409-A	Closed Loop Heat Dump - East	Non-Contaminated	800
	409-B	Closed Loop Heat Dump - East	Non-Contaminated	800
	409-C	Closed Loop Heat Dump - West	Non-Contaminated	800
	409-D	Closed Loop Heat Dump - West	Non-Contaminated	800
	427	Fuels & Materials Exam Fac.	Contaminated - H	216,846
	436	Training Facility	Non-Contaminated	7,220
	437	Maintenance & Storage Fac.	Contaminated - R	60,197
	451-A	Electrical Substation	Non-Contaminated	14,000
	451-B	Electrical Substation	Non-Contaminated	17,000
	453-A	Transformer Station East	Non-Contaminated	700
	453-B	Transformer Station South	Non-Contaminated	700
	453-C	Transformer Station West	Non-Contaminated	700
	480-A	Water Supply Well #1	Non-Contaminated	250
	480-B	Water Supply Well #2	Non-Contaminated	250
	480-C	Water Supply Well #3	Non-Contaminated	250
	480-D	Water Supply Well #4	Non-Contaminated	250
	481	Water Pump House Building	Non-Contaminated	1,575
	481-A	Water Pump House	Non-Contaminated	1,611
	482-A	Water Storage Tanks	Non-Contaminated	1,590
	482-B	Water Storage Tanks	Non-Contaminated	1,590
	483	Cooling Towers	Non-Contaminated	14,933
	484	Mobiltherm Equipment	Non-Contaminated	8,437
	491-E	HTS Service - East	Contaminated - R	13,356
	491-S	HTS Service - South	Contaminated - R	4,124
	491-W	HTS Service - West	Contaminated - R	14,725

FACILITIES THAT COULD BE TRANSFERRED BUT NO KNOWN DATE

Page 3

NE				
400 AREA CONT.	4607	Sewage Treatment Plant	Non-Contaminated	300
	4608	Percolation Ponds	Non-Contaminated	6,400
	4621-E	Aux. Equip. Building - East	Non-Contaminated	20,500
	4621-W	Aux. Equip. Building - West	Non-Contaminated	14,400
	4703	Control Building	Non-Contaminated	22,800
	4710	Operations Support	Non-Contaminated	36,952
	4713-A	FFTF Refuel Area Laydown	Non-Contaminated	5,135
	4713-B	400 Area Maint. Shop	Non-Contaminated	33,036
	4713-D	Interim Maint. & Storage	Non-Contaminated	4,000
	4716	Tool Crib	Non-Contaminated	1,867
	4717	Reactor Service	Non-Contaminated	19,200
	4721	Emergency Generator	Non-Contaminated	2,000
	4734-A	Nitrogen Dewar Pad	Non-Contaminated	225
	4734-B	Site Service Maint. Shop	Non-Contaminated	8,000
	4734-D	Storage	Non-Contaminated	8,000
	4760	Elec. Shop Const. Storage	Non-Contaminated	4,000
	4802	Office Warehouse Const.	Contaminated - H	1,440
	4842-A	Switchgear 451B Substation	Non-Contaminated	2,220
	4842-B	Switchgear Water Pumphouse	Non-Contaminated	300
	4862	Entry Wing	Contaminated - H	32,736
	4WELL4	Ground Water Well	Non-Contaminated	NA
	ELEC4	Electrical Distribution	Non-Contaminated	NA
	ROADS4	Roads, Walks, Paving	Non-Contaminated	NA
	SEWER4	Sanitary Process Sewer Sys.	Non-Contaminated	NA
	WATER4	Pumping/Dist. Water System	Non-Contaminated	NA
	WWELLS	Potable Water Wells	Non-Contaminated	NA

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**APPENDIX 6**

**LIST OF APPLICABLE MILESTONES IN THE TRI-PARTY AGREEMENT**

APPENDIX 6

**TRI-PARTY AGREEMENT MILESTONES  
APPLICABLE TO ERMIC**

The list of currently identified interim and major milestones in the Tri-Party Agreement that are the responsibility of the Environmental Restoration Program and applicable to ERMIC are as follows:

		<u>Due Date</u>
M-09-00	COMPLETE CLOSURE OF ALL 149 SINGLE-SHELL TANKS	June 2018
M-13-00	SUBMIT SIX RI/FS OR RFI/CMS WORK PLANS PER YEAR	Annually Beginning CY 1993
M-15-00	COMPLETE THE RI/FS (OR RFI/CMS) PROCESS FOR ALL OPERABLE UNITS	Sept. 2005
M-15-02B	SUBMIT DRAFT 200-BP-1 REMEDIAL INVESTIGATION PHASE 2 REPORT TO EPA AND ECOLOGY FOR REVIEW	April 1994
M-15-02C	SUBMIT DRAFT 200-BP-1 FEASIBILITY STUDY PHASE 3 REPORT AND PROPOSED PLAN TO EPA AND ECOLOGY FOR REVIEW	March 1995
M-15-03B	SUBMIT DRAFT 300-FF-1 REMEDIAL INVESTIGATION PHASE 2 REPORT TO EPA AND ECOLOGY FOR REVIEW	Dec. 15, 1993
M-15-03C	SUBMIT DRAFT 300-FF-1 FEASIBILITY STUDY PHASE 3 REPORT TO EPA AND ECOLOGY FOR REVIEW	Aug. 15, 1994
M-15-04A	SUBMIT DRAFT 300-FF-5 FEASIBILITY STUDY PHASE 1 AND 2 REPORT TO EPA AND ECOLOGY FOR REVIEW	July 15, 1993
M-15-04B	SUBMIT DRAFT 300-FF-5 REMEDIAL INVESTIGATION PHASE 2 REPORT TO EPA AND ECOLOGY FOR REVIEW	Aug. 15, 1994
M-15-04C	SUBMIT DRAFT 300-FF-5 FEASIBILITY STUDY PHASE 3 REPORT TO EPA AND ECOLOGY FOR REVIEW	June 15, 1995
M-16-00	COMPLETE THE REMEDIAL ACTIONS FOR ALL OPERABLE UNITS	Sept. 2018
M-20-32	SUBMIT 300 AREA PROCESS TRENCHES (D-3-1) CLOSURE/POST-CLOSURE PLAN TO ECOLOGY AND EPA	Aug. 15, 1994

M-20-33	SUBMIT 216-A-10 CRIB (D-2-2) CLOSURE/POST-CLOSURE PLAN TO ECOLOGY AND EPA	March 1996
M-20-34	SUBMIT 216-A-36B CRIB (D-2-4) CLOSURE/POST-CLOSURE PLAN TO ECOLOGY AND EPA	March 1996
M-20-36	SUBMIT 216-A-29 DITCH (D-2-3) CLOSURE/POST-CLOSURE PLAN TO ECOLOGY AND EPA	May 1996
M-20-37	SUBMIT 216-U-12 CRIB (D-2-8) CLOSURE PLAN/POST-CLOSURE PLAN TO ECOLOGY AND EPA	Nov. 1994
M-20-38	SUBMIT 216-B-63 TRENCH (D-2-6) CLOSURE PLAN TO ECOLOGY AND EPA	May 1996
M-20-39	SUBMIT 216-S-10 POND AND DITCH (D-2-7) CLOSURE PLAN TO ECOLOGY AND EPA	May 1996
M-30-00	COMPLETE INTEGRATED GENERAL INVESTIGATIONS AND STUDIES FOR THE 100-AREA	Sept. 1993
M-30-05	INSTALL ALL FIELD INSTRUMENTATION AND INITIATE MONITORING ACTIVITIES NECESSARY TO PERFORM LONG-TERM EVALUATION OF COLUMBIA RIVER AND UNCONFINED AQUIFER INTERACTION, IN ACCORDANCE WITH THE TASKS DEFINED IN OPERABLE UNIT WORK PLANS LISTED IN M-30-03	Sept. 1993

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**APPENDIX 7**

**RCRA TSD CLOSURES**

APPENDIX 7

**ENVIRONMENTAL RESTORATION RCRA  
TREATMENT, STORAGE, AND DISPOSAL (TSD)  
UNIT CLOSURES<sup>1</sup>**

The RCRA inactive treatment, storage, and disposal facilities included in the Environmental Restoration Program and applicable to the ERMC are listed below:

<u>ER RCRA TSD Closures</u>	<u>Operable Units</u>
183 H Retention Basin	(100 HR-1)
216-U12 Crib	(200 UP-2)
216-B-3 Pond System (B-Pond)	(200 BP-11)
216-A-10 Crib	(200 PO-2)
216-A-36B Crib	(200 PO-2)
216-A-29 Ditch	(200 PO-5)
616 Nonradioactive Dangerous Waste Landfill	(200 IU-3)
216 B-63 Trench	(200 BP-8)
216-S-10 Pond and Ditch	(200 RO-1)
100-D Ponds	(100 DR-1)
2101-M Pond	(200-SS-1)

1) Additional TSD Unit Closures may be added to the Environmental Restoration Program as production facilities are shut down and transferred into the Decontamination and Decommissioning Program.

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**ATTACHMENT 3**

**EXCERPT FROM DOE 5480.11, RADIATION PROTECTION  
FOR OCCUPATIONAL WORKERS; HEALTH PHYSICS POSITION  
QUALIFICATION AND TRAINING REQUIREMENTS**

document the level of understanding and proficiency of personnel who work with radioactive materials. Certification of successful completion of training programs and performance records should also be retained.

- n. Reports to Employees. Records of exposure should be made available to all occupational workers on an individual basis and should be provided to terminated employees as soon as the data is available but within 90 days of termination. A summary of annual, cumulative, and committed effective dose equivalent shall be provided to each radiation worker on an annual basis. The cumulative effective dose equivalent is the sum of the annual effective dose equivalents recorded for each year of employment since the effective date of the Order. Detailed information concerning a worker's exposure shall be made available to the worker upon the request of the worker, consistent with the provisions of the Privacy Act (5 USC 552a).
- o. Radiation Safety Training.
- (1) All Employees. All occupational workers who may enter a controlled area at a DOE facility shall receive an orientation in radiation safety within 1 month of their initial assignment to and prior to potential exposure to radiation at that facility. Retraining shall be provided when there are significant changes to radiation protection policies and procedures which affect general plant employees and should be provided every 2 years. Generic training (not specific to a facility) in all or some of the topics listed below may be waived provided: this training has been received at another DOE facility; there is provision of proof-of-training in the form of a certification document containing the individual's name, date of training, and specific topics covered; and an appropriate official has certified the training of the individual. The level of training is to be commensurate with the employee's job assignment with the initial orientation including, but not limited to:
- (a) The risk of low-level occupational radiation exposure, including cancer and genetic effects;
  - (b) The risk of prenatal radiation exposure;
  - (c) Basic radiation protection concepts;
  - (d) DOE and company radiation protection policies and procedures;

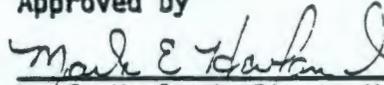
- (e) Employee and management responsibilities for radiation safety;
  - (f) Emergency procedures.
- (2) Radiation Workers. Radiation worker training programs and retraining shall be established and conducted at a sufficient frequency (not to exceed a period of 2 years) to familiarize the worker with the fundamentals of radiation protection and the ALARA process. Training should include both classroom and applied training. The training shall be concurrent with assignment as a radiation worker only if the worker is accompanied by and under the direct supervision of a trained radiation worker; otherwise, the training shall precede assignment as a radiation worker. Generic training (not specific to a facility) in all or some of the topics listed below may be waived provided: this training has been received at another DOE facility; there is provision of proof-of-training in the form of a certification document containing the individual's name, date of training, and specific topics covered; and an appropriate official has certified the training of the individual. The knowledge of radiation safety fundamentals possessed by radiation workers should be certified by examination prior to an unsupervised assignment. The training should emphasize procedures specific to an individual's job assignment. Additionally, the level of training in the following topics is to be commensurate with each worker's assignment:
- (a) Radioactivity and radioactive decay;
  - (b) Characteristics of ionizing radiation;
  - (c) Man-made radiation sources;
  - (d) Acute effects of exposure to radiation;
  - (e) Risks associated with occupational radiation exposures;
  - (f) Special considerations in the exposure of women of reproductive age;
  - (g) Dose-equivalent limits;
  - (h) Mode of exposure--internal and external;
  - (i) Dose-equivalent determinations;

- (j) Basic protective measures--time, distance, shielding;
  - (k) Specific plant procedures for maintaining exposure as low as is reasonably achievable;
  - (l) Radiation survey instrumentation--calibration and limitations;
  - (m) Radiation monitoring programs and procedures;
  - (n) Contamination control, including protective clothing and equipment and workplace design;
  - (o) Personnel decontamination;
  - (p) Emergency procedures;
  - (q) Warning signs and alarms;
  - (r) Responsibilities of employees and management;
  - (s) Interaction with radiation protection staff;
  - (t) Operational procedures associated with specific job assignments (e.g., radiation generating machines, glove boxes).
- (3) Radiation Protection Technician. Radiation protection technician training and retraining programs shall be established and conducted at a sufficient frequency, not to exceed every 2 years, to familiarize technicians with the fundamentals of radiation protection and the proper procedures for maintaining exposures ALARA. This program shall include both classroom and applied training and shall precede or be concurrent with assignment as a radiation protection technician while under the supervision of a trained individual. The knowledge of radiation safety fundamentals possessed by radiation protection technicians should be certified by examination prior to an unsupervised work assignment. The training program should include the topics listed in the paragraph (2) above and should emphasize procedures specific to the facility where the technician is assigned. The level of training in each topic is to be commensurate with the technician's assignment.

## TITLE:

HEALTH PHYSICS POSITION QUALIFICATION  
AND TRAINING REQUIREMENTS

Approved by

M. E. Hevland, Deputy Manager  
Health Physics**1.0 PURPOSE**

This guide establishes the minimum position qualifications, and the mandatory (M) and desirable (D) training (and the frequency and scheduling of that training) for all Health Physics (HP) personnel.

**2.0 RESPONSIBILITIES****2.1 HP MANAGER/DEPUTY MANAGER**

- A. Responsible to ensure all personnel in the HP organization are fully qualified at all times.
- B. Approve required qualification checklists for all HP personnel.

**2.2 HP AREA MANAGERS**

- A. Responsible to ensure all HP personnel in their organization are fully qualified at all times.
- B. Responsible for assigning at least one individual within their organization to provide scheduling of required training and notifying the HP program coordinator in writing of the person(s) assigned.
- C. Approve required qualification checklists for organization personnel.
- D. Develop action plans for employees not deemed fully qualified including necessary training.

**2.3 HP SUPERVISOR**

Responsible to ensure personnel assigned to them are fully qualified and attend training as scheduled by the area training scheduler.

**2.4 HP STAFF DEVELOPMENT MANAGER**

Responsible for reviewing and updating qualification checklists as required for the HP organization on an annual basis.

## 2.5 AREA TRAINING SCHEDULER

- A. Schedule all area HP personnel for required training utilizing information supplied by the HP Program Coordinator.
- B. Provide to the HP Program Coordinator, by the 21st day of each month, a written report (Figure 4) showing all training attended by area personnel since the last reporting period and a list of personnel scheduled for training through the following month.

## 2.6 HP PROGRAM COORDINATOR

- A. Provide an approved schedule of recertification classes and the number of personnel each area must send to each class by the first day of September to all HP area managers and their training schedulers. This schedule shall be approved by all area HP managers.
- B. Provide a list of all personnel requiring training and a list of available classes to HP area managers and their training schedulers. This list will be provided by the first day of the last month of each quarter and contain information for the next quarters required training.
- C. Provide a list of all delinquent training to HP area managers and their training schedulers on a monthly basis.
- D. Schedule HP management and HP support organizations for required training to ensure currency.
- E. Provide to HP management and HP area managers a monthly report providing a status of all training.
- F. Provide to all HP area managers, supervisors, and training schedulers written and verbal notification of any changes to schedules or locations of classes as early as possible.

## 2.7 HP PERSONNEL

- A. Responsible to attend all scheduled training.
- B. If unable to attend a scheduled class, notify their supervisor at the earliest possible time to ensure all class openings can be filled.

### 3.0 POSITION QUALIFICATIONS

#### 3.1 NON-EXEMPT EMPLOYEES

The minimum and desirable qualifications for non-exempt Health Physics personnel shall be those prescribed in Figure 1. Candidates for non-exempt positions shall possess those qualifications identified as minimum qualifications prior to hiring. Preference in hiring will be given to candidates possessing additional, desirable qualifications, consistent with affirmative action policies, and procedures.

#### 3.2 EXEMPT EMPLOYEES

##### 3.2.1 Requirements

The education and experience qualifications for exempt positions in Health Physics shall be as prescribed in Figure 2. A formal, documented process shall be utilized to ensure full qualification of all exempt employees, as provided for herein. The following definitions shall be applied in this process:

- A. **Qualification Board** - A board established by the Manager of Safety to determine if persons, who do not literally satisfy the requirements established for their position, are nevertheless fully qualified on the basis of "equivalence" or "performance."
- B. **Qualification by credentials** - Qualification established by satisfaction of all minimum requirements.
- C. **Qualification by equivalence** - Qualification established by the conclusions of the direct manager and the Qualification Board that the employee has qualifications equivalent to minimum requirements, even though all minimum requirements are not literally satisfied.
- D. **Qualification by performance** - Qualification established by the conclusions of the direct manager and the Qualification Board that sustained, satisfactory performance is evidence of necessary qualifications, even though all minimum requirements are not literally satisfied.

##### 3.2.2 Qualification Checklists

- A. Qualification checklists have been developed for all exempt positions and are included as appendices to this procedure.
- B. The appropriate checklist will be completed for each exempt employee by his/her manager. Completed checklists are to be approved by the Manager of Safety and submitted to SQS Administration for permanent record keeping. Checklists for

employees hired or transferred into HP exempt positions, will be completed prior to offers being extended.

- C. Once an employee is determined to be fully qualified, no revisit of the checklist is required; unless:
  - 1. the checklist is revised; or
  - 2. the employee transfers to a position that utilizes a different checklist. Poor performance is addressed by other management systems.

### 3.2.3 Qualification Procedure

Qualification of personnel for exempt Health Physics positions shall be according to the following procedure.

- A. The direct manager of an employee in a covered position will determine the status of the educational and experience requirements on the related checklist.
- B. If these two items can be checked off, the manager will classify the employee as "qualified by credentials," and will so note on the checklist.
- C. If it is not possible to check off both of these checklist items and the direct manager concludes that the employee is nevertheless fully qualified, the bases for that conclusion shall be documented and submitted to the Safety Function Qualification Board.

There are two acceptable bases for such cases:

- 1. The direct manager may conclude that, while the employee does not literally satisfy the requirements, an equivalency to the requirements exists. For example, appropriate course work and beyond-minimum experience may be deemed to be equivalent to a requirement for a degree. Likewise, education beyond the minimum required may be deemed to be equivalent to all or part of required experience.
  - 2. Sustained, satisfactory performance in a comparable position is also an acceptable basis. That is, if an employee has performed satisfactorily in a position (or closely related position) for at least two years, this performance can be judged by the responsible manager - using input from managers familiar with the person's performance - to be acceptable evidence that the employee is qualified.
- D. If it is not possible to check off all checklist items and the direct manager concludes that the employee is not fully qualified,

the requirements of Section 3.2.4, "Provisions for Employees Not Fully Qualified for Positions," shall be followed.

- E. The Qualification Board shall review all cases submitted to it by managers to determine if an employee can be considered "Qualified by Equivalence" or "Qualified by Performance." If their conclusion is positive, the employee will be considered fully qualified; if their conclusion is negative, the employee's direct manager shall follow the provisions of Section 3.2.4, "Provisions for Employees Not Fully Qualified for Positions."

### 3.2.4 Provisions for Employees Not Fully Qualified for Positions

- A. Employees, who are not judged to be qualified by credentials, equivalence or performance are to be classified as "not fully qualified."
- B. The manager of an employee, classified as "not fully qualified," shall analyze the position requirements in terms of deficiencies and establish special provisions to assure that the potential for adverse effects to safety and quality are minimized and acceptable. The special provisions could include restrictions in activities to those the individual is fully capable of performing, review of work beyond that customary, continual surveillance during performance of sensitive activities, more than usual coaching, development of special plans and procedures beyond those normally required, and other similar steps.
- C. An action plan will be developed for each employee considered "not fully qualified." The action plan will be aimed at rectifying deficiencies in any of the three areas of qualifications.
- o education
  - o experience
  - o training

An allowable exception to the requirement for an action plan is permitted for those employees, who are capable of performing some, but not all, activities of a position when special provisions (preceding item) restrict them to those activities that they are capable of performing. The decision not to establish an action plan should only be made after effects on the employee's career development and on the flexibility of work assignments have been considered.

- D. The action plans are to focus on the specific deficiency preventing qualification. For example, if a required baccalaureate degree is lacking and performance is unduly hindered by lack of mathematical proficiency, the action plan should

specify a needed course or courses, not necessarily attainment of the degree. If the deficiency reflects a lack of experience, then the specific experience required should be identified and bases developed for judging when the necessary benefits of additional experience has been acquired.

- E. Action plans and special provisions will be developed, documented and proposed by the employee's management and approved by the Manager of Safety.

### 3.3 BARGAINING UNIT EMPLOYEES

#### 3.3.1 Requirements

The education and experience requirements for the bargaining unit personnel shall be as prescribed in WHC-CM-4-14, Section 3.2. The following definitions shall be used for training HPTs.

- A. Qualification - Documented completion of training on specific tasks required to perform ones job.
- B. Certification - Successful completion of the academic portion of the HPT training program AS OUTLINED IN THE HPT TRAINING PLAN, WHC-CM-56140-002.

#### 3.3.2 Performance of Tasks

##### 3.3.2.1 HPT Trainees

HPT trainees may perform those tasks in which they have completed qualification, only after they have completed the certification portion of the program. Management shall determine which tasks may be performed.

##### 3.3.2.2 Advanced Standing Health Physics Technicians

Those HPTs hired in with schooling or experience in Health Physics may perform tasks in which they have completed qualification, prior to completion of the certification portion of the training program.

### 4.0 TRAINING REQUIREMENTS

Mandatory and desirable training for all HP Personnel shall be conducted as prescribed in Figure 3a and 3b. Training specified as mandatory shall be considered the minimum training qualifications for each position and shall be completed prior to assumption of pertinent position responsibilities. Exceptions to these requirements may be approved by the Manager of Health Physics, with the concurrence of appropriate oversight organizations (Nuclear Safety, Industrial Safety, Security, QA, etc.) and Technical Training. Position responsibilities for personnel failing to

maintain the minimum training qualifications for their position shall be re-evaluated and limited as needed to ensure safe and secure operations. Action plans for achieving full qualification of the employee, or alternative actions, shall be developed by the employee's manager in accordance with WHC policies, procedures, and union contracts; and approved by the Manager or Deputy Manager of Health Physics.

## 5.0 SCHEDULING OF REQUIRED TRAINING

Coordination of the scheduling process for required training for the HP department shall be done by the HP Program Coordinator. Organizational responsibilities for scheduling of training will be as described in Section 2 of this procedure.

## 6.0 EXPLANATIONS OF TRAINING COURSES AND FREQUENCY

- A. Acids and Caustics is required one time and is included in the Health Physics Technician (HPT) Certification Program.
- B. Asbestos Worker Training is required every two years and is included in the HPT Recertification Program.
- C. Building Emergency Plan Checklist is required annually or when being transferred to a new group.
- D. Certified Instructor requires the completion of the Basic Instructor Fundamentals Course and a classroom evaluation by the Manager of HP Support.
- E. Criticality Safety Training is required every two years.
- F. DTPA Orientation is required during HPT Certification and then every five years. It is included in HPT Recertification.
- G. Facility Orientation is required every two years at all facilities.
- H. Fire Extinguisher Safety Orientation is required annually and is included in the HPT Recertification program.
- I. CPR training is required every three years.
- J. Generator Hazard Safety Training is required every two years.
- K. Waste Site - Advanced training is required every year.
- L. Non-Radiation Safety Orientation is required for anyone that is not radiation safety trained and is required every two years.

- M. On-the-Job Training (OJT) Evaluator is required for any personnel evaluating OJTs that has not attended the OJT Instructor Class. This class will be given as a part of HPT Recertification every two years if needed.
- N. OJT Instructor is required for Instructors teaching the OJT Evaluator class in HPT Recertification.
- O. Radiation Safety Training is required every two years. It is included in the HPT Recertification Program.
- P. Respirator Training is required every two years and is included in the HPT Recertification Program.
- Q. HPT Certification is required by each HPT at the first available class after hiring on.
- R. HPT Recertification is required every two years.
- S. Security Refresher Briefing is required annually.
- T. Classes for new hires are to be completed within 6 months after being hired.







FIGURE 3b. Mandatory and Desirable Training for All Health Physics Personnel (Page 2 of 2).

COURSES	HEALTH PHYSICS TRAINING MATRIX											
	HP NOT & STAFF	SHIFT SUPV. OR ENG.	IS INSTRUCTORS	SECTION OTH. ENRPT	RAD ENG & ALARA & DOS	Rpts	NEW HIRES	NOTES				
CERTIFIED INSTRUCTOR			M									
OJT INSTRUCTOR		O	M									
105/109H PROTECTED AREA					O							
AI ORIENTATION	O	O			O							
WORT TRAINING	O	O			O							
RPT FUND					O							
FACILITY SYSTEMS RPT		O			O							
EMERGENCY RAD. CON.					O							
RADIATION DETECTORS					O							
PCM MONITORS					O							
INTRO TO MICRO COMPUTERS					O	O						
DOS					O	O						
INTRO TO DBASE III					O	O						
INTRO TO LOTUS 123					O	O						
WORDPERFECT NONCL					O	O						
COLLECTION PERMIT TRAINING		O				O						3
200 AREA OPS SUPERVISOR TRAINING	M	M										2
TOTAL QUALITY	M	M	M	M	M	M						
889-2000	M	M										11
269 RPT OJT		M				M						1, 12
3 PLANT RPT OJT		M				M						1, 12
PUREX RPT OJT		M				M						1, 12
REDOX RPT OJT		M				M						1, 12
2 PLANT RPT OJT		M				M						1, 12
EAST TF RPT OJT		M				M						1, 12
WEST TF RPT OJT		M				M						1, 12
100 AREA RPT OJT		M				M						1, 12
200 AREA RPT OJT		M				M						1, 12
300 AREA RPT OJT		M				M						1, 12

NOTES:

- 1 • Mandatory for assigned facility
- 2 • RPTs mandatory upon hiring/requalification by RPT recertification
- 3 • HP management and staff personnel must attend either a Radiation Safety or Non-Radiation Safety Class.
- 4 • Respiratory training is part of RPT certification/recertification
- 5 • OSHA training is part of RPT certification/recertification
- 6 • Course will be part of RPT recertification in FY-1990
- 7 • All employees who work with general purpose computers
- 8 • Washington State requirement for personnel signing collection permits
- 9 • Attendance is mandatory for all HP Area Managers/Supervisors
- 10 • Mandatory for Managers only
- 11 • Mandatory for RPTs, Shift Supervisors and Area Managers
- 12 • Mandatory for RPTs and Shift Supervisors
- 13 • As required by industrial safety

# HPT TRAINING PROGRAM

## ACADEMICS AND HEALTH PHYSICS FUNDAMENTALS

### UNIT I MATHEMATICS

- CHAPTER 1. CALCULATOR USE  
2. BASIC MATH/ALGEBRA  
3. HEALTH PHYSICS RELATED CALCULATIONS  
4. COUNTING STATISTICS

### UNIT II HEALTH PHYSICS FUNDAMENTALS

- CHAPTER 5. NUCLEAR PHYSICS  
6. SOURCES OF RADIATION  
7. RADIOACTIVE DECAY  
8. RADIATION INTERACTIONS  
9. DETECTOR THEORY  
10. BIOLOGICAL EFFECTS OF RADIATION  
11. INTERNAL EXPOSURE CONTROL  
12. EXTERNAL EXPOSURE CONTROL  
13. DOSIMETRY  
14. ENVIRONMENTAL MONITORING  
15. HISTORY AND REGULATORY GUIDELINES  
16. ALARA  
17. RADIATION GENERATING DEVICES  
18. RADIOGRAPHY  
19. WASTE MANAGEMENT  
20. CONTAMINATION CONTROL  
21. MATERIAL CONTROL

### UNIT III SAFETY TRAINING

- CHAPTER 22. HAZARD AND DECONTAMINATION REAGENT SAFETY  
23. INDUSTRIAL HYGIENE AND SAFETY  
24. WASHINGTON STATE INDUSTRIAL FIRST AID/CPR

### UNIT IV EMERGENCY PREPAREDNESS TRAINING

- CHAPTER 25. EMERGENCY ORGANIZATION STRUCTURE  
26. ON SITE/OFF SITE RPT RESPONSE  
27. EMERGENCY CLASSIFICATIONS  
28. EMERGENCY SIGNALS  
29. RADIOLOGICAL POSTINGS  
30. RADIOLOGICAL PROBLEMS

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**ATTACHMENT 4**  
**BILLING INSTRUCTIONS**

## BILLING INSTRUCTIONS -- COST REIMBURSEMENT CONTRACTS

### 1. Introduction

These instructions are provided for use by Contractors in the preparation and submission of vouchers requesting reimbursement for work performed under cost reimbursement type contracts. Compliance with these instructions will reduce correspondence and other causes for delay to a minimum and will thus promote prompt payments to the Contractor.

### 2. Voucher Form (Deviation)

In requesting reimbursements, Contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other than Personal) (see Exhibit A), and its continuation sheet, SF 1035, supported by a Monthly Cost Performance Report.

### 3. Preparation of Standard Form 1034.

a. Standard Form 1034 shall be completed in accordance with the following instructional notations (see counterpart notations on Exhibit A):

- (1) Leave Blank.
- (2) Enter voucher number (number consecutively, commencing with "1").
- (3) Enter date voucher prepared.
- (4) Enter contract number and date of contract award.
- (5) Enter Contractor's name, mailing address, and telephone number of office to which payment is to be sent. This must be the same as stipulated in the contract.
- (6) If a task order or project agreement is involved in the billing, enter the number and date thereof, otherwise leave blank.
- (7) Identify the period the billing covers (e.g., "January 19\_\_" or "January-March 19\_\_").
- (8) Payee should show here an adequate description of the articles delivered or services rendered.
- (9) Enter the dollar amount of this billing. The amount claimed must agree with the amount reflected in the attached Monthly Cost Performance Report.

(10) Enter the total amount of billing.

b. Level-of-Effort Contracts

For Level-of-Effort type contracts, Contractor shall include a formula/explanation showing how the fee payment requested was determined (e.g., total hours delivered/provided divided by total hours to be delivered times total contract fee less any previous fee payment).

c. All other Cost-Reimbursement Type Contracts

For all other cost-reimbursement type contracts, Contractor shall state the percentage of completion, show the basis of rationale used in arriving at that percentage of completion, and show calculation used in arriving at the requested fee payment.

(1) Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the contract.

(2) Indirect costs claimed shall reflect actual experience, but in no event shall exceed those approved for billing purposes by the contracting officer.

(3) All claimed subcontractor costs shall be supported by attaching copies of the subcontractor's invoice with the same detail as outlined herein.

(4) The DPLH incurred during the current billing period must be shown and the DPLH Summary completed.

(5) The total fee billed, retainage amount, if any, and available fee must be shown.

(6) A Certification Cost must be signed by a responsible official of the Contractor.

(7) Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the contracting officer may require.

d. Submission

(1) Submit original voucher and seven copies (each supported by a copy of the Monthly Cost Performance Report) to the addresses prescribed below.

One copy to:

U.S. Department of Energy  
Richland Field Office  
ATTN: Sally A. Sieracki  
P.O. Box 550  
Richland, Washington 99352

Original and six copies to:

U.S. Department of Energy  
Richland Field Office  
ATTN: Contracting Officer's Representative  
P.O. Box 550  
Richland, Washington 99352

e. Billing Period

(1) Voucher shall be submitted no more frequently than monthly except for small business concerns. No voucher shall be submitted without the Monthly Cost Performance Report.

(2) The period of performance covered by vouchers should match that of the monthly Cost Performance Report.

# PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

FORM NO. 100 (2)

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

DATE VOUCHER PREPARED (3)

SCHEDULE NO.

(1)

CONTRACT NUMBER AND DATE (4)

PAID BY

REQUISITION NUMBER AND DATE

PAYEE'S NAME AND ADDRESS

(5)

DATE VOUCHER RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM

TO

WEIGHT

GOVERNMENT S. NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <small>Enter description, item number if contract or purchase order is provided. Also enter item number if contract or purchase order is provided.</small>	QUANTITY	UNIT PRICE		AMOUNT
				COST	PER	
(6)	(7)	(8)				(9)

Use continuation sheets if necessary (Payee must NOT use the space below) TOTAL 10

PAYMENT: APPROVED FOR EXCHANGE RATE DIFFERENCES

PROVISIONAL = \$ = \$1.00

COMPLETE BY:

PARTIAL

FINAL

PROGRESS TITLE Signature of Payee

ADVANCE

Payee must sign and date this voucher and attach the check or draft for payment.

DATE SIGNATURE OF PAYEE

ACCOUNTING CLASSIFICATION

CHECK NUMBER ON ACCOUNT OF U.S. TREASURY CHECK NUMBER ON NAME OF BANK

CASH DATE PAYEE'S

When made in foreign currency, state name of currency.

If the authority to certify and authority to approve are combined in the person, one signature only is necessary, showing the approving officer and sign in the space provided. For all officials, the name of the payee is required in the name of a company or corporation, the name of the person writing the company, corporate name, as well as the capacity in which he signs, must appear. For example: John Doe, Cashier, Doe and Smith, Secretary of the Treasury, etc.

### PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 327 and 328 for the purpose of...

STATEMENT OF COST

Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No: \_\_\_\_\_  
Voucher No: \_\_\_\_\_  
Task Order No: \_\_\_\_\_  
W.O. No: \_\_\_\_\_

Contract Amount (face value):

Amount Authorized for  
Expenditure (Obligated):

Estimated Cost \$ \_\_\_\_\_  
Fixed-Fee (if any) \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_  
Total Fee Billed  
to Date \$ \_\_\_\_\_  
Retainage \$ \_\_\_\_\_  
Available Fee \$ \_\_\_\_\_

Basic Contract \$ \_\_\_\_\_  
All Modifications \$ \_\_\_\_\_  
Contract to Date \$ \_\_\_\_\_

Claimed Thru  
Claimed Costs DPLH  
Billing Period  
Direct Labor  
Fringe Benefits @ % \_\_\_\_\_  
Overhead @ % \_\_\_\_\_  
Capital Equipment  
Other Nonexpendable Equip  
Materials & Supplies  
Travel  
Subcontract #1 (FED Co.)  
Subcontract #2 (GHI Co.)  
Subcontract #3 (Smith)  
FCCM % \_\_\_\_\_  
Subcontract #4 (Misc.)  
Other Direct Costs  
Adjustments (Explain)  
\_\_\_\_\_

Claimed for this Cumulative  
Billing Period This

Total Costs (less G&A)

G&A @ % _____	_____	_____	_____
Total Costs			
Fee @ % _____ (if any)		_____	_____
Total costs and fee		_____	_____
Credit (explain)		_____	_____
Contractor's share (if any)		_____	_____
Government's share		=====	=====

DPLH Summary (if applicable)

DPLH Authorized _____	*Position Title	DPLHs Rate
*DPLH Incurred _____		
DPLH Balance _____		

Cumulative Billing Summary (if applicable)

Cumulative \$ \_\_\_\_\_ Prime \_\_\_\_\_ ( %) Subcontract \$ \_\_\_\_\_ ( %)

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

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

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

Name and address of preparer:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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**ATTACHMENT 5**  
**DISCLOSURE OF LOBBYING ACTIVITIES**



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

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**ATTACHMENT 6**  
**SUBCONTRACTING PLAN**

**THE SUBCONTRACTING PLAN IS TO BE  
SUBMITTED BY OFFEROR**

Tab  
Sec k



U.S. DEPARTMENT OF ENERGY  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS  
SOLICITATION NO. DE-RP06-92R112367  
SECTION K

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offerors in connection with the award of contracts. To this end, all bidders/offerors submitting a bid/proposal in response to this solicitation must complete Items 1 through 10 and Item 44, and either Items 11 and 12 or Items 13 through 15 of the form, depending on the method of solicitation. Additional representations and certifications (Items 16 through 43) must be completed by the bidder/offeror if required by the solicitation, as indicated by the placement of an "X" to the right of the numerical designation for the Item.

1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)
2. Taxpayer Identification (SEP 1989) (FAR 52.204-3)
3. Contractor Establishment Code (AUG 1989) (FAR 52.204-4)
4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989) (FAR 52.209-5)
5. Small Business Concern Representation (JAN 1991) (FAR 52.219-1)
6. Small Disadvantaged Business Concern Representation (FEB 1990) (FAR 52.219-2)
7. Women-Owned Small Business Representation (APR 1984) (FAR 52.219-3)
8. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)
9. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)
10. Certification Regarding a Drug-Free Workplace (JUL 1990) (FAR 52.223-5)

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 11 AND 12.

11. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)
12. Place of Performance - Sealed Bidding (APR 1984) (FAR 52.214-14)

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 13, 14, AND 15.

13. Type of Business Organization (JUL 1987) (FAR 52.215-6)
14. Authorized Negotiators (APR 1984) (FAR 52.215-11)
15. Place of Performance (APR 1984) (FAR 52.215-20)

COMPLETE ITEMS 16 THROUGH 43 ONLY AS INDICATED.

16.  Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-19)
17.  Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)
18.  Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)
19.  Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-8) (SEALED BIDDING)
20.  Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-8, ALTERNATE I) (OTHER THAN SEALED BIDDING)
21.  Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11) (DEVIATION)
22.  Foreign Ownership, Control, or Influence Over Contractor (APR 1984) (DEAR 952.204.73)
23.  Economic Purchase Quantity—Supplies (AUG 1987) (FAR 52.207-4)
24.  Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.208-2)
25.  Organizational Conflicts of Interest - Disclosure or Representation (APR 1984) (DEAR 952.209-70)
26.  Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)
27.  Annual Representations and Certifications—Sealed Bidding (DEC 1989) (FAR 52.214-30)
28.  Period For Acceptance of Offer (APR 1984) (FAR 52.215-19)
29.  Certification of Commercial Pricing for Parts or Components (AUG 1991) (FAR 52.215-32)
30.  Annual Representations and Certifications—Negotiation (DEC 1989) (FAR 52.215-35)
31.  Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.222-19)
32.  Affirmative Action Compliance (APR 1984) (FAR 52.222-25)
33.  Exemption From Application of Service Contract Act Provisions (MAY 1989) (FAR 52.222-48)
34.  Clean Air and Water Certification (APR 1984) (FAR 52.223-1)
35.  Recovered Material Certification (APR 1984) (FAR 52.223-4)
36.  Buy American Certificate (DEC 1989) (FAR 52.225-1)
37.  Balance of Payments Program Certificate (APR 1985) (FAR 52.225-6)
38.  Patents—Notice of Government Licensee (APR 1984) (FAR 52.227-7)
39.  Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)
40.  Royalty Payments (APR 1984) (DEAR 952.227-81)
41.  Cost Accounting Standards Notices and Certification (National Defense) (SEP 1987) (FAR 52.230-1)
42.  Cost Accounting Standards Notices and Certification (Nondefense) (SEP 1987) (FAR 52.230-2)
43.  Permits, Authorizes, or Franchises (APR 1984) (FAR 52.247-2)
44. Signature/Certification

**U.S. DEPARTMENT OF ENERGY**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**  
**OF BIDDERS/OFFERORS**  
**SOLICITATION NO. DE-RP06-92RL12367**  
**SECTION K**

**1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)**

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror—

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.] (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer—

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

**2. Taxpayer Identification (SEP 1988) (FAR 52.204-3)**

(a) Definitions.

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

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. \_\_\_\_\_

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

3. Pursuant to FAR 52.204-4, Contractor Establishment Code (AUG 1989), the offeror's Contractor Establishment Code (CEC), which is currently the Offeror's Dun and Bradstreet Data Universal Numbering System (DUNS) number, is \_\_\_\_\_.

4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989) (FAR 52.209-5)

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

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

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

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

(ii) The Offeror has ( ) has not ( ), within a 3 year period preceding this offer, had one or more contract terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management of supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

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

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

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

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

5. Small Business Concern Representation (JAN 1991) (FAR 52.219-1)

(a) Representation. The offeror represents and certifies as part of its offer that it [ ] is, [ ] is not a small business concern and that [ ] all, [ ] not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition. Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies, including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

6. Small Disadvantaged Business Concern Representation (FEB 1990) (FAR 52.219-2)

(a) Representation. The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Pacific Americans," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

#### 7. WOMEN-OWNED SMALL BUSINESS REPRESENTATION. (APR 1984) (FAR 52.219-3)

(a) Representation. The offeror represents that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

#### 8. CERTIFICATION OF NONSEGREGATED FACILITIES. (APR 1984) (FAR 52.222-21)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**9. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)**

The offeror represents that—

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**10. Certification Regarding a Drug-Free Workplace (JUL 1990) (FAR 52.223-5)**

"Controlled substance" means a controlled substance in schedules I through V or section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will—no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed—

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 11 AND 12.**

**11. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)**

The bidder, by checking the applicable box, represents that—

(a) It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture; or

(b) If the bidder is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization, or  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country)

**12. Place of Performance - Sealed Bidding (APR 1984) (FAR 52.214-14)**

(a) The bidder, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street  
Address, City, County, State,  
Zip Code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Owner  
and Operator of the Plant or  
Facility if Other than Bidder

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 13, 14, AND 15.**

**13. Type of Business Organization (JUL 1987) (FAR 52.215-6)**

The offeror or quoter, by checking the applicable box, represents that—

(a) It operates as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization, or  a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization, or  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country)

**14. Authorized Negotiators (APR 1984) (FAR 52.215-11)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Place of Performance (APR 1984) (FAR 52.215-20)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation,  intends,  does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street  
Address, City, County, State,  
Zip Code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Owner  
and Operator of the  
Plant or Facility if  
Other than Offeror  
or Quoter

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPLETE ITEMS 16 THROUGH 43 ONLY AS INDICATED.**

**16. Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-19)**

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if Offeror has certified itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror represents and certifies as part of its offer that it [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following)

No. of employees	Avg. annual gross revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**17. Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)**

(Complete only if the Offeror has certified itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror represents and certifies as follows:

Offeror's number of employees for the past 12 months (check the column if size standard stated in solicitation is expressed in term of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following).

No. of employees	Avg. annual gross revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**18. Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**19. Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-8) (SEALED BIDDING)**

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

**CERTIFICATE OF PROCUREMENT INTEGRITY**

(1) I, \_\_\_\_\_ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement \_\_\_\_\_ (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date \_\_\_\_\_

Typed name of the officer or employee responsible for the offer \_\_\_\_\_

\* Subsections (27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceed's \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the

competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

**20. Requirement for Certificate of Procurement Integrity (NOV 1990) (FAR 52.203-8, ALTERNATE I) (OTHER THAN SEALED BIDDING)**

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

**CERTIFICATE OF PROCUREMENT INTEGRITY**

(1) I, \_\_\_\_\_ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date \_\_\_\_\_

Typed name of the officer or employee responsible for the offer \_\_\_\_\_

\* Subsections (27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

#### **21. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11) (DEVIATION)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **22. Foreign Ownership, Control, or Influence Over Contractor (APR 1984) (DEAR 952.204.73)**

(a) For purposes of this provision, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation, or person; or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or significant quantity of special nuclear material as defined in 10 CFR Part 710 may result.

(c) If the offeror/bidder has not previously submitted responses to the following questions to DOE as part of the facility security clearance process, then it shall answer the following questions. Answer each question in either the "yes" or "no" column. If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

Question	Yes	No
<p>1. Does a foreign interest own or have beneficial ownership in 5% or more of your organization's voting securities?</p> <p>(Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>2. Does your organization own 10% or more of any foreign interest?</p> <p>(Furnish the name of the foreign interest, address by country, and the percentage owned. Include name and title of officials of your organization who occupy positions with the foreign interest, if any.)</p>		
<p>3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization?</p> <p>(Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)</p>		
<p>4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?</p> <p>(Identify the foreign interest(s) and furnish full details concerning the control or influence.)</p>		
<p>5. Does your organization have any contracts, binding agreements, understandings, or arrangements with a foreign interest(s) that cumulatively represent 10% or more of your organization's gross income?</p> <p>(Furnish the name of the foreign interest, country, nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, cartel, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "Yes" and have received from the foreign interest a copy of Schedule 13D and/or Schedule 13G filed by the foreign interest with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>6. Is your organization indebted to foreign interests?</p> <p>(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any any debentures are convertible, specifics about the indebtedness, collateral, if any, and what will be received after conversions are to be furnished.</p>		

Question	Yes	No
<p>7. Does your organization derive any income from Communist countries included in Country Groups Q, W, Y, and Z, and the Peoples Republic of China in Supplement No. 1 in 15 CFR Part 770?</p> <p>(Discuss in detail any income derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.)</p>		
<p>8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names", or in some other method which does not disclose beneficial owner of equitable title?</p> <p>(Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)</p>		
<p>9. Does your organization have interlocking directors with foreign interests?</p> <p>(Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)</p>		
<p>10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classified information or a significant quantity of special nuclear material?</p> <p>(Provide complete information by identifying the individuals and the country of which they are citizens.)</p>		
<p>11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions?</p> <p>(Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)</p>		

**Certification**

( ) The offeror/bidder certifies that the entries made above are accurate, complete, and current to the best of my knowledge and belief and are made in good faith.

( ) The offeror/bidder certifies that the information requested above has previously been submitted to DOE as required for a facility security clearance and that the information is accurate, complete and current

Date Certified \_\_\_\_\_  
 By \_\_\_\_\_  
 Offeror/Bidder \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Signature and Date \_\_\_\_\_

(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror/bidder will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror/bidder to

mitigate or avoid FOCI. The contracting officer may require the offeror/bidder to submit such additional information as deemed pertinent to this determination.

(e) The offeror/bidder shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to submit the certifications in (c) above directly to the DOE contracting officer.

(f) Information submitted by the offeror/bidder in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

**23. Economic Purchase Quantity—Supplies (AUG 1987) (FAR 52.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**24. Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.206-2)**

(a) This is to certify that—

(1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item [delete one] covered by this offer;

(2) Any jewel bearings required (or an equal quantity of the same type, size, and tolerances) will be ordered from the William Langer Plant, Rolla, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and

(3) Any related items required (or equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.

(b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

Date of Execution \_\_\_\_\_  
Solicitation No \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

**25. Organizational Conflicts of Interest - Disclosure or Representation (APR 1984) (DEAR 952.209-70)**

It is Department of Energy policy to avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may

provide it with an unfair competitive advantage. (As used herein, "offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.) Therefore:

(a) The offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(b) In the absence of any relevant interests referred to above, the offeror shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest. Proposed consultants and subcontractors are responsible for submitting information and may submit it directly to the Contracting Officer.

(c) The Department will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the Department, will be used to determine whether an award to the offeror may create an organizational conflict of interest. If such organizational conflict of interest is found to exist, the Department may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

(d) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated for default. The offeror may also be disqualified from subsequent related Department contracts, and be subject to such other remedial action as may be permitted or provided by law or in the resulting contract. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001.

(e) Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the Statement of Work contained in the solicitation, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Department in the evaluation of proposals, and if the Department considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

(f) No award shall be made until the disclosure or representation has been evaluated by the Government. Failure to provide the disclosure or representation will be deemed to be a minor informality (FAR 14.405) and the offeror or Contractor shall be required to promptly correct the omission.

**NOTE: OFFEROR REPRESENTATION AND DISCLOSURE STATEMENTS AND ANY OTHER INFORMATION TO BE PROVIDED BY THE OFFEROR PERTAINING TO ORGANIZATIONAL CONFLICTS OF INTEREST ARE CONTAINED IN SECTION J OF THE SOLICITATION.**

**26. Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of \_\_\_\_\_ calendar days [the Contracting Officer shall insert the number of days].

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

**27. Annual Representations and Certifications—Sealed Bidding (DEC 1989) (FAR 52.214-30)**

The bidder certifies that annual representations and certifications [check the appropriate block]:

(a) Dated \_\_\_\_\_ [insert date of signature of submission], which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

(b) Are enclosed.

**28. Period For Acceptance of Offer (APR 1984) (FAR 52.215-19)**

In compliance with the solicitation, the offeror agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to

furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**29. Certification of Commercial Pricing For Parts or Components (AUG 1991) (FAR 52.215-32)**

(a) Definitions.

"Lowest commercial price", as used in this clause, means the lowest price at which a sale was made to the general public of a particular part or component. The term does not include the price at which a sale was made to -

- (1) Any agency of the United States;
- (2) Customers located outside the United States; or
- (3) A subsidiary, affiliate, or parent business organization of the contractor, or any other branch of the same business entity.

"Part or component", as used in this clause, means any individual part, component, subassembly, assembly or subsystem integral to a major system, and other property which may be replaced during the service life of the system, and includes spare parts and replenishment spare parts, but does not include packaging or labeling associated with shipment or identification of a part or component.

(b) Submission requirements. The Offeror/Contractor shall execute and submit to the Contracting Officer the following certificate with any offer/proposal as required by FAR 15.813-4 when requested by the Contracting Officer.

**Certificate of Commercial Pricing for Parts or Components**

(1) Unless justified in subparagraph (b)(2) of this clause, by submission of this offer/proposal, the Offeror/Contractor certifies that, to the best of its knowledge and belief, the prices offered for those parts or components (whether or not separately identified) that the Contractor offers for sale are no higher than the lowest commercial price at which such items were sold to the public during the most recent regular monthly, quarterly, or other period for which sales data are reasonably available, provided that in no event shall this period be less than 1-month in duration. (2) All parts or components for which prices offered are higher than the lowest commercial price referred to in subparagraph (b)(1) of this certificate are identified below (including the amounts by which such offered prices are higher) and a written justification for the differences is attached (list as necessary):

Part or Component	Price Difference
_____	_____
_____	_____
_____	_____
_____	_____

Offer/Proposal No. \_\_\_\_\_  
Time period for sales data \_\_\_\_\_  
Firm \_\_\_\_\_  
Type name and signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(End of certificate)

(c) Audit. The Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all directly pertinent records of sales and related documents, including contract terms and conditions, necessary to verify the validity of any certificate executed in accordance with paragraph (b) of this clause. The Contractor shall make those records, books, data, and documents available for examination, audit, or reproduction until 3 years after the date the certificate set forth in paragraph (b) of this clause is executed. Nothing contained in this clause shall require the submission of cost or pricing data not otherwise required by law or regulation.

(d) Price reduction. If any price, including profit or fee negotiated in connection with this contract, or any cost reimbursable under this contract, has increased because the certification in subparagraph (b)(1) of the certificate or the information provided as justification in subparagraph (b)(2) of the certificate was inaccurate, incomplete, or misleading, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

**30. Annual Representations and Certifications—Negotiation (DEC 1989) (FAR 52.215-35)**

The offeror certifies that annual representations and certifications [check the appropriate block]:

(a) Dated \_\_\_\_\_ [insert date of signature on submission] which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

(b) Are enclosed.

31. WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION. (APR 1984) (FAR 52.222-19)

The offeror represents as a part of this offer that the offeror is \_\_\_ or is not \_\_\_ a regular dealer in, or is \_\_\_ or is not \_\_\_ a manufacturer of, the supplies offered.

32. AFFIRMATIVE ACTION COMPLIANCE. (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

33. EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS (MAY 1989) (FAR 52.222-48)

(a) The following certification shall be checked:

Certification

The offeror certifies \_\_\_/does not certify \_\_\_ that: (i) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (ii) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical, and/or office and business equipment. An established catalog price is a price included in a catalog, price list schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public. An established market price is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor; and (iii) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

34. CLEAN AIR AND WATER CERTIFICATION. (APR 1984) (FAR 52.223-1)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is \_\_\_, is not \_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

35. RECOVERED MATERIAL CERTIFICATION. (APR 1984) (FAR 52.223-4)

The offeror certifies, by signing this offer, that recovered materials, as defined in section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable specifications.

36. BUY AMERICAN CERTIFICATE. (DEC 1989) (FAR 52.225-1)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled Buy American Act - Supplies), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

**37. Balance of Payments Program Certificate (APR 1985) (FAR 52.225-6)**

(a) The offeror hereby certifies that each end product or service, except the end products or services listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

**Excluded End Products or Services**

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(b) For evaluation purposes only, each offer of an end product other than a domestic end product shall be increased by 50 percent. Any domestic end product offer that exceeds such evaluated other end product shall be considered unreasonable in cost or inconsistent with the public interest.

**38. Patents—Notice of Government Licensee (APR 1984) (FAR 52.227-7)**

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is \_\_\_\_\_ [Contracting Officer fill in], and the royalty rate is \_\_\_\_\_ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

- Owner
- Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

**39. Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data—General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

**REPRESENTATION CONCERNING DATA RIGHTS**

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)—

- None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data—General."

**40. Royalty Payments (APR 1984) (DEAR 952.227-81)**

In order that DOE may be informed regarding royalty payments to be made by a contractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by the Government, check one of the following:

The Contract price includes no amount representing the payment of royalty by the offeror directly to others in connection with the performance of the contract.

The contract price includes an amount for royalty payment expected to be made in connection with the proposed award. The Offeror shall set forth below: (1) the amount of each payment, (2) the names of the licensor, (3) either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

**41. Cost Accounting Standards Notices and Certification (National Defense) (SEP 1987) (FAR 52.230-1)**

**Notes:** This notice does not apply to small businesses or foreign governments.

This notice is in four parts, identified by Roman numerals I through IV.

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

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

(a) Any contract in excess of \$100,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of Federal Acquisition Regulation (FAR) Subparts 30.3 and 30.4, except for those contracts which are exempt as specified in FAR 30.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of FAR Subparts 30.3 and 30.4 must, as a condition of contracting, submit a Disclosure Statement as required by FAR 30.202. The Disclosure Statement must be submitted as a part of the offeror's proposals under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I this provision.

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be Form Number CASB-DS-1. Forms may be obtained from the cognizant ACO.)

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

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) above, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with FAR 30.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered national defense prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS—EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the offeror elects to comply with such requirements.

The offeror hereby claims an exemption from the CAS requirements under the provisions of Federal Acquisition Regulation (FAR) 30.201-1(b)(7) and certifies that notification of final acceptance of all deliverable items has been received on all prime contracts or subcontracts containing the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause. The offeror further certifies that the Contracting Officer will be immediately notified in writing when an award of any other contract or subcontract containing Cost Accounting Standards clauses is received by the offeror subsequent to this certificate but before the date of any award resulting from this proposal.

## III. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of Federal Acquisition Regulation (FAR) 30.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of FAR 30.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$10 million in awards of CAS-covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a national defense contract of \$10 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

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

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

YES  NO

**NOTE:** If the offeror has checked "yes" above and is awarded the contemplated contract, the offeror will be required to comply with the requirements of paragraphs (a)(i), (b), and (c) of the Administration of Cost Accounting Standards clause.

## 42. Cost Accounting Standards Notices and Certification (Nondefense) (SEP 1987) (FAR 52.230-2)

**Note:** This notice does not apply to small businesses or foreign governments.

(a) Any contract over \$100,000 resulting from this solicitation shall be subject to Cost Accounting Standards (CAS) if it is awarded to a business unit that is currently performing a national defense CAS-covered contract or subcontract, except when—

- (1) The award is based on adequate price competition;
- (2) The price is set by law or regulation;
- (3) The price is based on established catalog or market prices or commercial items sold in substantial quantities to the general public; or

(4) One of the exemptions in Federal Acquisition Regulation (FAR) 30.201-1(b) applies.

(b) Contracts not exempted from CAS shall be subject to full or modified coverage as follows:

(1) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to full CAS coverage FAR 30.201-2(a), this contract will have full CAS coverage and will contain the clauses from the FAR entitled Cost Accounting Standards 52.230-3 and Administration of Cost Accounting Standards 52.230-4.

(2) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to modified CAS coverage FAR 30.201-2(b), this contract will have modified coverage and will contain the clauses entitled Disclosure and Consistency of Cost Accounting Practice 52.230-5 and Administration of Cost Accounting Standards 52.230-4.

### A. Certificate of CAS Applicability

The offeror hereby certifies that—

The offeror is not performing any CAS-covered national defense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing if it is awarded any national defense CAS-covered contract or subcontract subsequent to the date of this certificate but before the date of the award of a contract resulting from this solicitation (if this statement applies, no further certification is required).

The offeror is currently performing a negotiated national defense contract or subcontract that contains the Cost Accounting Practices clause at FAR 52.230-3.

[ ] The offeror is currently performing a negotiated national defense contract or subcontract that contains the Disclosure and Consistency of Cost Accounting Practice clause at FAR 52.230-5

**B. Additional Certification—CAS Applicable Offerors**

[ ] The offeror subject to Cost Accounting Standards further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement where it has been submitted as required by FAR 30.202-1 through 30.202-5.

**C. Data Required—CAS Covered Offerors**

The offeror certifying that it is currently performing a national defense contract containing either CAS clause (see A above) is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offeror's CAS-covered contracts.

Name of Contracting Officer: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**43. Permits, Authorities, or Franchises (APR 1984) (FAR 52.247-2)**

(a) The offeror certifies that the offeror does [ ], does not [ ], hold authorization from the Interstate Commerce Commission or other cognizant regulatory body. If authorization is held, it is as follows:

\_\_\_\_\_  
(Name of regulatory body)  
\_\_\_\_\_  
(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

**44. Signature/Certification**

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

\_\_\_\_\_  
Signature of the Officer or Employee  
Responsible for the Bid/Offer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed Name and Title of the Officer or Employee  
Responsible for the Bid/Offer

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_  
SOLICITATION NUMBER

Tab  
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**PART IV - SECTION L**  
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**PART IV - SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**L-1 FAR 52.215-5 SOLICITATION DEFINITIONS (JUL 1987)**

"Government" means United States Government.

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

**L-2 FAR 52.215-7 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (APR 1984)**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

(See paragraph L-28 for limitations on proposal)

**L-3 FAR 52.215-8 AMENDMENTS TO SOLICITATIONS (DEC 1989)**

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

**L-4 FAR 52.215-9 SUBMISSION OF OFFERS (DEC 1989)**

- a. Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

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- b. Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- c. Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.
- d. Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

**L-5 FAR 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (DEC 1989)**

- a. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
  - 1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - 2. Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;
  - 3. Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
  - 4. Is the only proposal received.
- b. Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

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- c. A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- d. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- e. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
- f. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- f. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- g. Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject

to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

**L-6 FAR 52.215-12 RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)**

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall -

- a. Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

- b. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

**L-7 FAR 52.215-13 PREPARATION OF OFFERS (APR 1984)**

- a. Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
- b. Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- c. For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- d. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- e. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- f. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

**L-8 FAR 52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

**L-9 FAR 52.215-15 FAILURE TO SUBMIT OFFER (APR 1984)**

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L-10 FAR 52.215-16 CONTRACT AWARD (JUL 1990)**

- a. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- b. The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
- c. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- d. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. *Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or price offered, unless the offeror specifies otherwise in the offer.*
- e. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- f. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- g. The Government may determine that an offer is unacceptable if the price proposed are materially unbalanced between line items or

subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

**L-11 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost-plus-award-fee contract resulting from this solicitation.

**L-12 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)**

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

**L-13 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain Part I - the Schedule, Part II - Contract Clauses, and Part III - List of Documents, Exhibits, and Other Attachments. Blank areas appearing in these sections, indicated by "TBD", "      ", or "< >" will be completed during negotiations.

**L-14 DOE ISSUING OFFICE**

U.S. Department of Energy  
Richland Field Office  
Procurement Division, A7-80  
P.O. Box 550  
Richland, Washington 99352

**L-15 DOE POINT OF CONTACT**

For information concerning this procurement, write to the address shown above, or call (no collect calls, please):

Sally A. Sieracki  
Telephone: (509) 376-2955

**L-16 TIME, DATE AND PLACE PROPOSALS ARE DUE**

Proposals are due at the DOE issuing office not later than 3:00 pm. local prevailing time on June 30, 1992. An original and twelve (12) copies of your proposal should be mailed or hand-carried to:

U.S. Department of Energy  
Field Office, Richland  
Procurement Division, A7-80  
ATTN: Sally A. Sieracki  
P.O. Box 550  
Richland, Washington 99352

Street Address:

Federal Building  
825 Jadwin Avenue  
Richland, Washington 99352

The Federal Building is a secure building, and the recipient of the proposals must be contacted through the receptionist in the lobby.

The exterior of the proposal package should be identified as follows:

RFP DE-RP06-92RL12367  
Environmental Restoration Management  
Contract  
DUE: June 30, 1992  
To be opened by addressee only

**L-17 AUTHORIZED NEGOTIATORS**

The offeror shall provide with its proposal a list of names, titles and telephone numbers of the persons authorized to negotiate on its behalf.

**L-18 DEAR 952.215-70 NOTICE-SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

Bidders or offerors are required to obtain the representations and certifications listed below from subcontractors prior to the award of any subcontract for furnishing supplies or services under the prime contract:

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- a. Small Business Concern Representation, FAR 52.219-1, Small Disadvantaged Business Concern Representation, FAR 52.219-2, if the prime contract contains the Small Business and Small Disadvantaged Business Subcontracting Plan clause from DEAR 952.219-9;
- b. Organizational Conflicts of Interest Disclosure and Representation, DEAR 952.209-70, if the prime contract contains either of the clauses entitled Organizational Conflicts of Interest-General, DEAR 952.209-71, or Organizational Conflicts or Interest-Special Clause, DEAR 952.209-72;
- c. Certification of Nonsegregated Facilities, FAR 52.222-21, if the prime contract includes the clause entitled Equal Opportunity, FAR 52.222-26;
- d. Previous Contracts and Compliance Reports, FAR 2.222-22, if the prime contract contains the clause entitled Equal Opportunity, FAR 52.222-26;
- e. Clean Air and Water Certification, FAR 52.223-1, if the prime contract contains the clause entitled Clean Air and Water, FAR 52.223-2.
- f. Buy American Act Certificate, FAR 52.225-1, if the prime contract contains either of the clauses entitled Buy American Act-Supplies, FAR 52.225-3, Buy American-Construction Materials, FAR 52.225-5.
- g. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, FAR 52.203-11, if the prime contract contains the clause entitled Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12.
- h. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, FAR 52.209-5, if the prime contract contains the clause entitled Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, FAR 52.209-6.
- i. Notice of Restrictions on Contracting with Sanctioned Persons, FAR 52.225-12, if the prime contract contains the clause entitled Restrictions on Contracting with Sanctioned Persons, FAR 52.225-13.

**L-19 REPRESENTATIONS AND CERTIFICATIONS-NEGOTIATED ACQUISITIONS**

Part IV, Section K, Representations, Certifications, and Other Statements must be completed by the offeror as indicated in the instructions on the form. The Certification must be signed and dated by the offeror.

**L-20 EXPENSES RELATED TO OFFER SUBMISSIONS**

This RFP does not commit the Government to pay costs incurred in the preparation or submission of a proposal or in making necessary studies for the preparation thereof.

**L-21 SERVICE OF PROTEST**

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from

Sally A. Sieracki, SEB Executive Secretary  
P.O. Box 550  
Richland, WA 99352

The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

**L-22 INFORMATION OF AWARD**

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated procurement.

**L-23 DISPOSAL OF PROPOSALS**

Proposals will not be returned (except for timely withdrawals).

**L-24 OFFEROR'S PAST PERFORMANCE**

The Source Evaluation Board may solicit, from available sources, experience data concerning an offeror's past performance.

**L-25 PREPROPOSAL CONFERENCE**

A preproposal conference will be held on May 8, 1992, in the main auditorium of the Federal Building, 825 Jadwin Avenue, Richland, Washington. Attendees should report to the main auditorium no later than 8:00 a.m., local prevailing time.

The purpose of the conference will be to familiarize prospective offerors with the extent and nature of the work. The conference will begin with an introductory session followed by a question and answer session. Questions submitted on or before April 30, 1992, will be answered at the conference. Oral questions pertaining to the scope of work or other matters related to the RFP will not be entertained during the conference. Questions arising during the conference must be submitted in writing and may be answered at the conference.

Following the preproposal conference, written answers to all questions considered at the conference will be mailed to each firm which has been given a copy of the Request for Proposal (RFP) and/or attended the preproposal conference and which has not submitted a "no-bid" notice. These answers will be set forth in an amendment to the RFP and will constitute the official DOE answer.

In conjunction with the preproposal conference a site tour will be offered starting at 1:00 p.m. on May 8, 1992. Only two individuals per firm will be allowed on the site tour. The following information must be received by close of business, April 30, 1992, for those individuals that will be participating in the site tour:

Full Name of Individual  
Social Security Number  
Date of Birth  
Name and Address of Firm Represented

These individuals must be U.S. citizens and must have picture identification in their possession to participate in the site tour. *No changes will be made to attendees for the site tour after close of business on April 30, 1992.*

**L-26 COPIES OF DOCUMENTS - READING ROOM**

It is expected that offerors will utilize their own resources and those available to the general public to the maximum extent possible. A selection of documents relating to the work to be performed under this contract is available for review by interested offerors at the Reading Room located in the Hanford Science Center, Federal Building, 825 Jadwin Avenue, Richland, Washington.

- Hanford Federal Facility Agreement and Consent Order
- Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement Handbook (RL-TPA-90-0001))
- Hanford Federal Facility Agreement and Consent Order Quarterly Progress Report
- Preliminary Operable Units Designation Project (WHC-EP-0216)
- Hazardous Ranking System Evaluation of CERCLA Inactive Waste Sites at Hanford, Volumes 1, 2, and 3 (PNL 6456)
- Hanford Site Environmental Restoration and Waste Management Five Year Plan FY 1993-1997 Activity Data Sheets
- Health Physicist Technician Certification Program
- Environmental Restoration and Waste Management Site Specific Plan for the Richland Operations Office FY 1993-1997
- Environmental Restoration and Waste Management Five Year Plan FY 1993-1997 (Aug 1991)
- Decontamination and Decommissioning Management Program Plan
- Environmental Restoration Management MSA Plan
- Environmental Restoration Remedial Action FY 1992 Work Plan
- Westinghouse Hanford Company Contract DE-AC06-87RL10930 with Personnel Appendix (Appendix A) and a sample of approved WHC Procurement Procedures
- List of All DOE Directives to be Applied to Awards of Procurement Contracts, Financial Assistance, and Sales Contracts
- Hanford Site Solid Waste Acceptance Criteria (WHC EP 0063)
- Environmental Restoration and Waste Management Progress Tracking System (PTS) Users Manual and Sample Output Reports (Draft)
- Environmental Restoration Remedial Action Quality Assurance Requirements Document (DOE/RL-90-28)
- Operable Units Work Plans:
  - 1100 EM-1
  - 300 FF-1
  - 300 FF-5
  - 200 BP-1
  - 100 HR-1
  - 100 HR-3
  - 100 DR-1
  - 100 BC-1
  - 100 BC-5
  - 100 KR-1
  - 100 KR-4
  - 100 NR-1&2
  - 100 NR-3
  - 100 FR-1

- RCRA Closure Plans
  - 183H Retention Basin
  - 216-B-3 Pond System
  - 616 Nonradioactive Dangerous Waste Landfill
  - 2101-M Pond

**L-27 QUALIFICATION CRITERIA**

Each offeror must meet the following Qualification Criteria:

The proposal must clearly demonstrate, by certification (see Section L, Attachment 3), that the offeror meets each and every one of the below Qualification Criteria in order to be evaluated in accordance with the Evaluation Criteria.

**a. Continuity of Employment and Benefits**

For those WHC personnel who are offered and accept employment with the ERMC during the four months transition period of the contract, the offeror agrees to:

1. Hire such personnel at base salary rates equivalent to the base salary rates which they are then being paid by WHC, provided the positions for which they are being hired entail duties and responsibilities substantially comparable to the positions last held at WHC.
2. Recognize for pension plan and savings plan eligibility and vesting purposes and for determining level of benefits under service sensitive benefit plans such as vacation and sick leave plans, severance pay, and enrollment in group insurance plans, the service credits which they accumulated with WHC.

The personnel policies and programs which presently apply to WHC employees are defined, for cost allowability purposes, in Appendix A to DOE's Westinghouse Hanford Company contract DE-AC06-87RL10930 which is available for review in the Reading Room (see Section L, paragraph L-26, above).

For information purposes, the organization chart for WHC is provided in Section J, Appendix 1.

b. First Right of Employment

In filling job vacancies in the ERMIC organization, the offeror agrees to hire those qualified Operating and Engineering (O&E) Contractor personnel whose jobs are eliminated as a result of DOE's establishment of the ERMIC contract.

c. Special Provision on Financial Accountability

The offeror must agree to accept the special provision on financial accountability as contained in this RFP.

Offerors will first be considered in terms of their ability to meet the above criteria. Proposals not meeting these criteria will be eliminated from further consideration.

**L-28 INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

Full and complete information must be presented sufficient to convey your qualifications to perform the services required by the Draft Contract to a person presumed to have no knowledge of the offeror. The Statement of Work in the Draft Contract sets forth the general types of services required.

The information provided will be used to determine whether the offeror meets the Qualification Criteria and for the evaluation of the proposal against the Evaluation Criteria in Section M.

The importance of supplying full, complete and responsive information in the written proposal cannot be over emphasized. Under DOE's selection procedures, all proposals received are given a careful review and evaluation. After initial evaluation, the firms in the competitive range will be given further consideration, including written or oral discussions and visits to the proposer's facilities, if necessary, before a final selection is made.

If you are submitting a proposal as a combination of firms, it is important that you give full, complete and responsive information on each of the participating firms, as well as the proposed organization to perform this work. In addition, full and complete information must be provided on any key subcontractors or consultants anticipated to be involved in the contract effort.

Each offeror under this solicitation must submit to the Government its offer consisting of the documentation listed below. Such documentation shall be submitted in accordance with paragraph L-4, and shall conform

in every respect with the requirements of the RFP. Submissions of offers not conforming with requirements of the RFP may result in rejection of the offer. Your proposal must be organized as indicated herein. The offer shall consist of the following volumes:

Volume I	
Part A.	Proposal Information
Part B.	Technical and Business Management Criteria
Volume II	Cost/Financial Considerations Proposal

Volumes I and II shall be separately bound.

In order to facilitate the formal review of proposals and to limit the amount of information to be reviewed, the following limitations have been established. Offerors should use 8 1/2" x 11" paper, but may use 11" x 17" foldouts for charts, tables and figures. Each such foldout counts as one page. The total number of pages in each volume of your proposal, exclusive of Cover Sheet, Resumes (limited to 2 pages per individual, in the format set forth in Attachment 4), Table of Contents, or List of Tables and Drawings shall not exceed the number of pages specified below:

Volume I - 200 pages (100 if printed on both sides)  
(The Representations and Certifications which are to be submitted in this Volume are not to be included in the page count.)

Volume II - 50 pages (25 if printed on both sides)  
(The financial statements which are to be submitted in this volume are not to be included in the page count.)

Extraneous, repetitious or wordy submissions are not desired and could result in lower ratings. The number of copies and submittal instructions can be found in paragraph L-16 of this Section L.

The two volumes, as a minimum, shall contain the information specified in the paragraphs below:

- a. VOLUME I, PART A - PROPOSAL INFORMATION: The purpose of Volume I, Part A is to provide information to the Government necessary for its preparation of the contract document and supporting file. Part A should describe in brief narrative form, any unusual features which the offeror wishes identified before detailed evaluation is initiated by DOE. The following should be included in Part A, in the same order as set forth below:
  1. Standard Form 33 (Part 1 - Section A) is to be fully executed and used as the cover sheet (or first page) of each

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copy of Volume I. The acceptance period entered on the Form shall not be less than 270 calendar days after the proposal due date. The person signing the Form must have the authority to commit the offeror to all the provisions of the proposal.

2. The name, address and telephone number of the individual in your firm to be contacted, if necessary, during evaluation of your proposal.
3. The complete formal name and address of your firm which would be utilized in any resulting contract.
4. The name and address of the organizational unit to be responsible for the work proposed.
5. The certification responding to the Qualification Criteria.
6. The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract; Representations and Certifications; the requirements of this Section; and other matters related to this RFP.
7. Other statements, representations, and information required by the solicitation or which the offeror chooses to bring to the attention of the issuing office and which are not directly related to the Technical and Business Management and Cost/Financial Considerations Proposals.
8. The fully executed and signed Representations and Certifications (Part IV - Section K).

- b. VOLUME I, PART B - TECHNICAL AND BUSINESS MANAGEMENT PROPOSAL:  
The Technical and Business Management proposal should be specific and complete and should not contain any references to cost or prices. Your proposal should demonstrate a thorough understanding of the requirements of the Statement of Work contained in this Request for Proposal and a logical plan for accomplishing the contract requirements.

To aid in the evaluation of the Technical and Business Management Proposal, it is required that all proposals be prepared in accordance with the following format and must contain the specific information requested. The information requested is divided into sections consistent with the order of the Technical and Business Management Evaluation Criteria (Section M).

**Technical and Business Management Criteria**

**1. Program Management**

- i. Describe your technical approach for integrating, managing, and executing all activities necessary to accomplish the environmental characterization (including laboratory services), remedial design/remedial action, decontamination and decommissioning, and technology demonstration to achieve DOE's Environmental Restoration Program objectives. Proposal should explain how you will achieve cost effectiveness and increased efficiency.
- ii. Describe firm's proposed management approach to project management and project control systems to implement the Site Management System and the Hanford Federal Facilities Agreement and Consent Order (Tri-Party Agreement (TPA)). Describe your management approach to quality assurance, occupational safety and health programs, and compliance with environmental laws and regulations. Describe details of any proposed initiatives and innovations you would implement to increase site efficiencies and cost effectiveness.
- iii. Describe offeror's proposed system and approach for management, solicitation, award, and administration of subcontracts. Identify those preselected initial, major subcontractors that will be available to support ERMC at beginning of contract. Provide name, location, and role each subcontractor will play in ERMC contract.
- iv. Describe your approach to human resources programs, EEO and affirmative action. Describe experience in negotiating and administering multicraft collective bargaining agreements applicable to specific sites or major projects where a sizeable amount of the work is performed through subcontractors.

Provide data on the number of work stoppages as a result of labor disputes which have occurred in your operations together with the number of sustained court actions taken against your firm by labor organizations and decisions issued by the National Labor Relations Board against your firm during the past five years.

A collective bargaining agreement between Hanford Site construction contractors and the National Building and Construction Trades Department, AFL-CIO, and its affiliated International Unions entitled Hanford Site Stabilization Agreement (HSSA) applies to all DOE-financed construction work carried out on the Hanford Site. (See Section J, Attachment 1) Some of the work to be performed under the contract may be determined by the Contracting Officer to constitute construction, alteration, or repair covered by the Davis-Bacon Act. Please state your intentions with regard to becoming signatory to the HSSA.

- v. Describe transition plan for the period beginning March 1, 1993, through June 30, 1993, of the contract to show orderly assumption of responsibilities for providing required services. Plan should describe the offeror's management approach, staffing, policies for relocation, and preparation of procedures. Provide information on your experience in planning and executing prior transition activities.

2. Personnel and Organization

- i. Key personnel are those individuals assigned to management and supervisory positions and any other individuals proposed for a position critical to contract performance.

Key personnel should be identified by name and a separate resume submitted on each. Resumes should be carefully prepared in order to reflect specific qualifications or experience applicable to the work described in the Statement of Work and the requirements of the evaluation criteria. The resumes should contain information on the key personnel's education, technical experience, management experience, and work experience to include any experience in remediation of mixed waste sites under Superfund type requirements. Also include experience of key personnel in implementing Federal and State environmental laws, regulations, and DOE Orders. (See Attachment 4)

Identify the date of availability of assignment and length of commitment to the contract. Backup personnel and resumes should be provided if assurances of availability cannot be stated.

For each key person, identify the names, addresses, and telephone numbers of at least three client-related references not affiliated with the offeror.

Provide a current organizational chart of your firm and identify the positions held by each of the proposed key personnel. Discuss the management role and responsibility presently being performed by the proposed key personnel.

- ii. Describe your proposed organizational structure, proposed staffing plan in relation to the effort required, and delegations of responsibilities and authorities. The plan must include the following information: the total number of salaried employees the offeror believes will be required to support and/or perform the work and the number and categories of O&E Contractor salaries non-key employees the offeror plans to hire.

Indicate the experience of the proposed key personnel in working together as a management team or within the same managerial framework of procedures, methods, and practices. Information should be provided in matrix form.

- iii. Describe the offeror's ability to reassign, from its own organization, qualified replacement and additional personnel, including competent key personnel, adequate to maintain full staffing levels. Description should also be provided of the depth and size of the offeror's organization so that any necessary expansion or acceleration of the work could be handled adequately. Indicate alternates for key personnel, including resumes.

### 3. Experience of Firm

- i. Describe firm's previous work record which demonstrates experience and technical and professional competency in managing comparable environmental restoration programs and projects, including experience in remedial investigation/feasibility studies or similar work for mixed waste sites under Superfund or similar type requirements. Describe familiarity and experience in dealing with Federal and State environmental laws and regulations and DOE Orders.

Provide a representative list of current Government contracts in related fields and contracts completed in the last five years, including contractual arrangement (i.e., cost type, fixed price), dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of the Contracting Officer, and names of consultants and subcontractors used, if any. Identify any key personnel proposed for this contract who served on the referenced projects and their positions on such projects.

Provide a list of Government contracts terminated (partially or completely) within the past three (3) years, including dollar amount and type of contract, brief description of Statement of Work, reason for termination, sponsoring agency, contract number, and name and telephone number of the Contracting Officer.

If the offeror is a team arrangement, previous projects where the firms worked together shall be described; or the individual experience of each firm on other projects shall be cited.

- ii. Describe experience in conducting occupational safety and health programs, project-control systems, quality assurance programs, major subcontracting and procurement programs, property management systems, and maintenance of plant facilities for comparable sized environmental restoration programs.

4. Corporate Commitment

- i. Describe the expected participation and contribution of your firm's top officials in the proposed work. Discuss the interest and priority your firm will place on this work. Provide the name of the top corporate official who will be responsible for this effort. Describe the involvement of top management, as well as the availability of assistance in any specialty areas required to solve specific problems. Provide details of any proposed management initiatives and innovations you would implement to increase site efficiencies and cost effectiveness.
- ii. Describe offeror's performance in support of Small and Small Disadvantaged Business programs. Describe what part Small Business considerations will play in

subcontracted effort. Demonstrate corporate commitment to Small Business Programs.

c. VOLUME II - COST/FINANCIAL CONSIDERATIONS PROPOSAL

The information required by this Part should be included in Volume II of your proposal. Cost/financial data are not to be included in the Technical and Business Management Proposals.

1. GENERAL

Your cost/financial considerations proposal should be divided into the following nine sections, and include the information described in subsequent paragraphs:

- i. Transition (March 1, 1993 - June 30, 1993)
- ii. Base Contract
- iii. Option Period
- iv. Indirect Costs
- v. Financial Statements
- vi. Government Financial Experience
- vii. Fee
- viii. Employee Compensation
- ix. Exceptions/Deviations

A limited cost estimate to accomplish the initial 4 month phase-in period, the five years of the base contract, and the option effort should be furnished in accordance with the Instructions for Preparation of Your Proposal below. Your proposal should reflect only estimated costs to be incurred by your business entity for program management, project control, quality assurance, safety and health, procurement, and other support functions. In addition, other financial data will be required to demonstrate the offeror's cost consciousness, cost reasonableness, financial capabilities, and understanding of the work to be performed.

Certain attachments are provided in Section L to (i) establish a standard format for the offeror's proposals, and (ii) provide necessary supplemental data to enable the offeror's completion of a meaningful proposal. Your proposal should reflect appropriate consideration of the supplemental data provided in this and other sections of the RFP.

2. INSTRUCTIONS FOR PREPARATION OF YOUR PROPOSAL

Cost and financial data should be fully supported, and organized in a manner which facilitates review. Offerors should clearly indicate (i) what data is existing and verifiable, (ii) judgmental factors applied in projecting from known data to the estimate, (iii) contingencies, (iv) key assumptions, and (v) the basis for each cost element proposed. The following instructions are provided to guide your proposal preparation:

i. Transition

A Standard Form 1411 (see Attachment 1) should be used to summarize estimated costs for proposed phase-in activities. The expected period of phase-in activity is March 1, 1993 through June 30, 1993.

An offeror's proposal should include only costs related to the proposed key, management, and other employees of its own organization. Estimates for personnel costs should include all relevant direct and indirect costs, such as salary, fringe benefits, travel, relocation, home office, and any other costs pertaining to proposed phase-in activities.

Suggested information to be provided is as follows:

Direct Labor. List employee name (when identified), functional position, salary/wage rate, salary/wage grade, and hours to be worked.

Fringe Benefits. Describe the allocation method and base used. Identify each fringe benefit component and the related cost consistent with the indirect rate computations methodology.

Travel. Provide the number of trips, destination, purpose, and detailed estimated costs. Briefly describe the reimbursement policy (including maximums, if applicable) for transportation, lodging, meals, car rental, and miscellaneous items while on travel/temporary duty status.

Relocation. Describe by employee/position those relocation costs, if any, anticipated during the phase-in period. Your proposal should detail

calculations by cost element and indicate assumptions used. Briefly describe the corporate reimbursement policy for each component of relocation cost proposed.

Indirect Costs. Describe the allocation method and base used for any other indirect costs proposed such as overhead or general and administration (G&A) costs. Provide a copy of any Government approval of your indirect rates. Identify any departure from standard practice to recognize specific site circumstances.

Home Office. Describe by employee/position the nature of home office support, if any, to be provided. Proposed costs should be detailed by cost element which clearly identifies all associated direct and indirect costs.

Other. Provide complete details of any other cost that may be incurred. Offerors proposing to forego or contribute costs to demonstrate corporate commitment should identify those costs. A separate SF 1411 should be provided for any specifically identified subcontract or consultant effort exceeding \$100,000.

ii. Base Contract

A separate Standard Form 1411 (see Attachment 1) should be used to estimate costs for the five years of base contract effort. Your cost proposal for the base contract should be similar in format and logically extend from the proposal for phase-in effort. Proposed costs should be segregated by contract fiscal year assuming escalation at 4.0 percent per year when necessary.

Your proposal should reflect only estimated costs to be incurred for administration, program management, project control, quality assurance, safety and health, procurement, and other support functions. Such costs related to RI/FS work performed by the offeror should be included and segregated to the extent practical. Direct labor and associated costs should be submitted for all proposed key, management, and other personnel anticipated for project management and support functions. Estimated costs for any force account, craft labor, or subcontract effort to perform environmental restoration activities are not required. Estimated costs for actual environmental restoration

activities such as assessment, remediation, decontamination, monitoring, etc. are provided in Attachment 2 to demonstrate the total expected value of environmental restoration activities. Offerors should propose their management and support costs related to the Case 3 funding scenario. Offerors should note that actual funding may vary significantly from the Five Year Plan budget amounts. Your proposal should not attempt to reconcile proposed costs to the current amounts budgeted for the ERMC management and support, but should reflect your best estimate of the costs necessary to perform the management and support functions required.

iii. Option Period

A separate Standard Form 1411 (see Attachment 1) should be used to estimate costs for the option period of July 1, 1998 through June 30, 2001. Your cost proposal should reflect costs by fiscal year and be in comparable format to your base contract cost estimate.

Budget projections for the option period are not included in the current Five Year Plan or identified in Activity Data Sheets. The offeror should estimate the level of environmental restoration activities in fiscal years 1999 through 2001 using an escalation factor of ten (10) percent per year applied to the fiscal year 1998 cost breakdown. Fiscal year 1998 costs in Attachment 2 require adjustment to reflect a full fiscal year (amount times 1.3333). Offerors should estimate their management and support costs using an escalation factor of five (5) percent per year.

iv. Indirect Costs

It is expected that the selected offeror will establish a separate and distinct business unit for performance of the base contract at the Hanford site. To ensure the intent of both parties, it may be necessary to establish advance agreements for home office (e.g. corporate, division, or branch) allocations of indirect costs to contracts that envision on-site performance and/or the use of Government owned facilities. It is intended that only home office overhead and/or G&A expense, having a direct causal-beneficial relationship to this

procurement, shall be allowable as approved by the Contracting Officer. There may be offerors covered by the "Cost Accounting Standards," requirements promulgated by Public Law 91-379 (50 U.S.C. APP 2168), who may be required to adjust or modify currently disclosed accounting practices for allocation of home office expenses.

Your proposal should provide a detailed breakdown of each indirect cost pool anticipated for the base contract period. The allocation method and base should also be identified for each indirect cost pool. Each cost element of the pool should be identified along with the associated costs used to compute the indirect cost rate. Allocations of home office costs, if any, included in the indirect cost pools require further detailed breakdown. Allocated home office costs should also have the allocation method and base identified. In addition, the home office indirect cost pool which originated the allocation should be detailed by cost element in a manner similar to the indirect cost pool used for costing base contract effort.

v. Financial Statements

The offeror should provide audited/certified financial statements, where available, for the two most recent accounting periods. Financial statements should include, as a minimum; a balance sheet, statement of operations (profit and loss), statement of changes in financial position, and related explanatory notes. If the offeror is a joint venture or other business combination, this data should be provided for each entity. DOE reserves the right to obtain additional financial data from the offerors determined to be in the competitive range in order to determine financial responsibility.

vi. Government Financial Experience

Your proposal should briefly describe the offeror's experience and capability in the following financial areas:

Cost-type Contracts. Identify by contract number, Federal agency, dollar amount, and description of the

work all cost-type Government contracts currently open which exceed \$10 million.

Property Accounting. Identify experience with Government furnished property to include the type(s) of property controlled and extent of an established property accounting system.

Cost Accounting Standards. The resulting award is considered a CAS-covered national defense contract. Accordingly, the offeror will comply with all CAS in effect on the date of the contract award, unless the offeror has an exemption (see Cost Accounting Standards Notices and Certification, FAR 52.230-1).

The offeror should provide the additional information required under block 14 of the Standard Form 1411 in this section of your proposal. If the offeror has not previously filed a Disclosure Statement and no exemption is claimed, your proposal should specify when a complete Disclosure Statement will be provided.

vii. Fee

It is the intention of DOE to manage this contract under a cost-plus-award fee (CPAF) arrangement. An Award Fee Determination Plan (AFDP) will be established unilaterally by the Government on an annual basis for the base contract and option periods. No fee will be paid during the phase-in period of March 1, 1993, through June 30, 1993.

A total estimated cost (TEC) for the base contract and option period will be initially negotiated. The TEC will represent the most current budget estimates for the environmental restoration activities plus the amount negotiated for ERM management and support of those activities.

The total fee available for the base contract or option period will not exceed the specified fee ceiling. The Contracting Officer will allocate a portion of the total fee available (fee ceiling) to each fiscal year as the annual fee available. The annual fee available will be comprised of a basic fee and award fee pool amount as defined in Section B of this RFP and summarized below:

Annual Basic Fee. Thirty (30.0) percent of the annual fee available will be paid in equal installments over the fiscal year, assuming satisfactory performance. Fifty (50.0) percent of the basic fee amount is considered "at risk" in accordance with clause B-7 of this RFP.

Annual Award Fee Pool. Seventy (70.0) percent of the Annual Fee Available will be apportioned to the evaluation criteria contained in the annual AFDP. The AFDP criteria will be established unilaterally by the Government for each fiscal year. The Government shall, at the completion of each six-month evaluation period, evaluate the Contractors performance in accordance with the AFDP criteria and determine the award fee earned. The award fee determination (fee earned) by the Fee Determination Official shall be final and not subject to the Disputes Clause or any other appeal clause contained in the contract. Unearned award fee may not be carried over to subsequent periods.

Proposal Preparation. All offerors must use the fee methodology specified in Section B (as summarized above) for their proposal purposes. Offerors should demonstrate their understanding and commitment to this fee methodology by proposing an appropriate fee ceiling for the base contract and option period. Your proposal should provide separate fee calculations for the base and option period using the weighted guidelines (DEAR 915.970) or other fee determination methodology. The anticipated fee base should be calculated on Case 3 budget amounts shown in Attachment 2 as supplemented by the offeror's proposed costs for management and support.

viii. Employee Compensation

The offeror should briefly describe or provide pertinent sections of company compensation policies for the following:

A. Salary Increases

- (1) Merit
- (2) General Market Adjustments
- (3) Other

**B. Fringe Benefits**

- (1) Paid Absences (Leave)
- (2) Insurance
- (3) Retirement (Pension/Profit Sharing)
- (4) Savings Plans
- (5) Severance
- (6) Overtime
- (7) Shift Premiums
- (8) Employee Stock Ownership Plans
- (9) Other Stock Options, Plans, or Rights
- (10) And/Or Other

Your proposal should identify any areas of conflict between your company compensation policies and the contract cost principles and procedures set out in FAR 31.205-6 or between your company compensation policies and the compensation policies proposed for this contract.

**ix. Exceptions/Deviations**

Any exceptions or deviations to the required cost/financial considerations proposal shall be covered by the offeror in this section. Any exceptions taken should contain sufficient amplification and justification to permit evaluation. All benefit(s) to the Government should be explained in detail.

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Section L

ATTACHMENT 1  
STANDARD FORM 1411  
AND  
SUGGESTED FORMAT FOR PRESENTATION OF COST DATA

# CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO.

FORM APPROVED  
OMB NO.  
9000-0013

NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT

3B. TELEPHONE NO.

4. TYPE OF CONTRACT ACTION (Check)

- |  |   |
|--|---|
| <input type="checkbox"/> A. NEW CONTRACT                   | <input type="checkbox"/> D. LETTER CONTRACT |
| <input type="checkbox"/> B. CHANGE ORDER                   | <input type="checkbox"/> E. UNPRICED ORDER  |
| <input type="checkbox"/> C. PRICE REVISION/REDETERMINATION | <input type="checkbox"/> F. OTHER (Specify) |

5. TYPE OF CONTRACT (Check)

- FFP     CPFF     CPIF     CPAF  
 FPI     OTHER (Specify)

6. PROPOSED COST (A+B=C)

- |         |               |          |
|---------|---------------|----------|
| A. COST | B. PROFIT/FEE | C. TOTAL |
| \$      | \$            | \$       |

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION.	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE

B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

- YES     NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

- YES     NO

11B. TYPE OF FINANCING (if one)

- ADVANCE PAYMENTS     PROGRESS PAYMENTS  
 GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

- YES     NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)

- YES     NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

- YES     NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

- YES     NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

- YES     NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

- YES     NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

**SUGGESTED FORMAT FOR PRESENTATION OF COST DATA**

The SF 1411 provides a vehicle for the offeror to submit to the Government a cost/pricing proposal by contract line item with supporting information, adequately cross-referenced, and suitable for detailed analysis. Your proposal should provide a detailed cost element breakdown as an attachment to the SF 1411. The costs estimated must be consistent with the offeror's accounting system. If an agreement has been reached with the Government on the use of indirect rates or any other element of cost; please identify that agreement and provide a copy. The following format of cost element breakdown is provided for illustrative purposes.

**1. SALARIES AND WAGES**

<u>Position</u>	<u>Name</u>	<u>Grade</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Proj Director	Smith, John	44	\$32.50	100	\$ XX
Engineer	Jones, Doris	38	\$30.00	80	XX
Accountant	Unknown	25	\$22.17	40	XX
Total salaries and wages					<u>\$XXX</u>

**2. FRINGE BENEFITS**

<u>Allocation Base</u>	<u>Base</u>	<u>Rate</u>	<u>Cost</u>
Direct Labor Hour	XXX	\$4.50	\$ XXX
Total fringe benefits			<u>\$ XXX</u>

**Rate Breakdown**

<b>Legally Required Programs:</b>	
FICA	XXX
Unemployment	XXX
Workmen's Compensation	XXX
Other (Itemize)	XXX
<b>Private Plans:</b>	
Pension	XXX
Savings Plan	XXX
Life Insurance	XXX
Medical Insurance	XXX
Other (Itemize)	XXX
Total rate breakdown	\$4.50

**3. TRAVEL**

<u>Assumptions</u>	<u>Trip No. 1</u>	<u>Trip No. 2</u>	<u>Trip No.</u>
	<u>Purpose</u>	<u>Purpose</u>	<u>ETC.</u>
Destinations	LA to RL	DEN to RL	XXX
No. of Trips	4	3	XXX
People/trip	2	1	XXX
Days/trip	3	4	XXX
Nights/trip	2	3	XXX
Rd Trip Airfare	\$400	\$300	XXX
Trans to Airport	\$10	\$10	XXX
Car Rental	\$40	\$40	XXX
Lodging	\$40	\$40	XXX
Meals	\$26	\$26	XXX

<u>Estimated Costs</u>	Trip No. 1 <u>Purpose</u>	Trip No. 2 <u>Purpose</u>	Trip No. <u>ETC.</u>
Airfare	\$3,200	\$ 900	XXX
Transportation	80	30	XXX
Car Rental	480	480	XXX
Subsistence	1,540	750	XXX
Total Travel	<u>\$5,300</u>	<u>\$2,160</u>	<u>XXX</u>

4. RELOCATION

<u>Assumptions</u>	<u>Position</u> <u>Proj Director</u>	<u>Position</u> <u>ETC.</u>
Persons in Family	4	XXX
Home Own or Rent	Own	XXX
Sell Home?	Yes	XXX
Est Sale Price	\$250,000	XXX
Home Location	Los Angeles	XXX
House Hunt Trip?	No	XXX
Temp Living Period	60 days	XXX
Temp Living Rate	\$60/day	XXX
Buy New Home	Yes	XXX
Trans. Method to New Home	Drive	XXX
Est. Cost New Home	\$150,000	XXX
<u>Estimated Costs</u>		
House Hunting	\$XXX	\$XXX
Temp Living	XXX	XXX
Sale of Home	XXX	XXX
Purchase of Home	XXX	XXX
Transportation	XXX	XXX
Household Moving	XXX	XXX
Transfer Allowance	XXX	XXX
Other (Itemize)	XXX	XXX
Total Relocation	<u>\$XXX</u>	<u>\$XXX</u>

5. INDIRECT COSTS

<u>Allocation Base</u>	<u>Rate</u>	<u>Cost</u>
XXX XXX XXX	XXX	\$XXX
Total Indirect Cost		<u>\$XXX</u>

6. OTHER (Itemize)

XXX XXX XXX \$XXX

Total Estimated Costs Proposed \$ XXX,XXX

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Section L

**ATTACHMENT 2**  
**ENVIRONMENTAL RESTORATION FUNDING**  
**AND**  
**ACTIVITY DATA SHEET REFERENCE**

ENVIRONMENTAL RESTORATION FUNDING

- CASE 1 -  
(\$ in thousands)

FUNDING CATEGORY	(1) FY 1993	(2) FY 1994	(2) FY 1995	(2) FY 1996	(2) FY 1997	(3) FY 1998	TOTAL
RI/FS	17,650	89,440	134,025	124,909	144,064	118,875	628,963
Remedial Design/Action Technology/NEPA	6,175	29,800	29,052	40,892	92,826	76,575	275,320
RARA/USTs	650	14,476	14,712	15,425	13,082	10,800	69,145
Single Shell Tank OU	1,175	5,214	5,217	5,222	5,220	4,275	26,323
RCRA Closures	4,725	8,458	11,172	11,590	12,035	9,900	57,880
Defense D&D	925	6,820	11,621	4,845	4,362	3,600	32,173
Equip Upgrades	3,000	24,350	24,098	23,848	21,545	17,775	114,616
Lab Upgrades	3,061	14,550	16,186	13,744	13,946	11,475	72,962
	1725	4632	1794	1796	1796	1,500	13,243
(4) TOTAL ERMC ER ACTIVITIES	39,086	197,740	247,877	242,271	308,876	254,775	1,290,625
ERMC Mgmt/Support							
ERRA Mgmt							
Mgmt Systems							
Project Control							
Public/Media Rel							
Total Mgmt/Support	2,540	11,546	11,176	11,665	12,093	9,975	58,995
QA Support	525	1,840	1,418	1,559	1,559	1,275	8,176
TOTAL ERMC MGMT/SUPPORT	3,065	13,386	12,594	13,224	13,652	11,250	55,921
TOTAL ERMC EST COST	42,151	211,126	260,471	255,495	322,528	266,025	1,346,546

NOTE  
< - - - OFFEROR PROPOSES - - - >  
ERMC MGMT/SUPPORT

NOTES:

- (1) FY 1993 amounts are prorated to reflect one quarter under the base contract. Budget amounts are from the FY 1993 Congressional Budget Request.
- (2) Budget amounts are based on the Five Year Plan issued in August 1991.
- (3) FY 1998 amounts are prorated to reflect three quarters under the base contract. Budget amounts reflect 10.0 percent escalation from FY 1997 amounts, since FY 1988 is not included in the current Five Year Plan.
- (4) Refer to the attached Activity Data Sheet Reference Table for definition.

ENVIRONMENTAL RESTORATION FUNDING

- CASE 3 -  
(\$ in thousands)

FUNDING CATEGORY	(1) FY 1993	(2) FY 1994	(2) FY 1995	(2) FY 1996	(2) FY 1997	(3) FY 1998	TOTAL
RI/FS	17,650	61,000	66,377	73,126	81,799	67,500	367,452
Remedial Design/Action Technology/NEPA	6,175	10,886	10,849	10,925	11,140	9,225	59,200
RARA/USTs	650	5,436	5,820	7,066	7,650	6,300	32,922
Single Shell Tank OU	1,175	5,214	5,217	5,222	5,220	4,275	26,323
RCRA Closures	4,725	4,800	5,600	6,200	6,800	5,625	33,750
Defense D&D	925	6,820	6,041	4,845	4,363	3,600	26,594
Equip Upgrades	3,000	17,200	18,182	19,209	16,896	13,950	88,437
Lab Upgrades	3,061	14,550	16,186	13,744	13,946	11,475	72,962
	1725	5094	2272	2266	2368	1,950	15,675
<b>(4) TOTAL ERMC ER ACTIVITIES</b>	<b>39,086</b>	<b>131,000</b>	<b>136,544</b>	<b>142,603</b>	<b>150,182</b>	<b>123,900</b>	<b>723,315</b>
<b>ERMC Mgmt/Support</b>							
ERRA Mgmt							
Mgmt Systems							
Project Control							
Public/Media Rel							
Total Mgmt/Support	2,540	11,154	11,176	11,665	12,107	9,975	58,617
QA Support	525	1,840	1,418	1,559	1,559	1,275	8,176
<b>TOTAL ERMC MGMT/SUPPORT</b>	<b>3,065</b>	<b>12,994</b>	<b>12,594</b>	<b>13,224</b>	<b>13,666</b>	<b>11,250</b>	<b>55,543</b>
<b>TOTAL ERMC EST COST</b>	<b>42,151</b>	<b>143,994</b>	<b>149,138</b>	<b>155,827</b>	<b>163,848</b>	<b>135,150</b>	<b>778,858</b>

NOTE  
< - - OFFEROR PROPOSES - - >  
ERMC MGMT/SUPPORT

NOTES:

- (1) FY 1993 amounts are prorated to reflect one quarter under the base contract.  
Budget amounts are from the FY 1993 Congressional Budget Request.
- (2) Budget amounts are based on the Five Year Plan issued in August 1991.
- (3) FY 1998 amounts are prorated to reflect three quarters under the base contract.  
Budget amounts reflect 10.0 percent escalation from FY 1997 amounts since FY 1998 is not included in the current Five Year Plan.
- (4) Refer to the attached Activity Data Sheet Reference Table for definition of ERMC activities.

ACTIVITY DATA SHEET REFERENCE TABLE

ERMC FUNDING CATEGORY	-----ADS-----
RI/FS	5025 through 5078 5125 through 5141
Remedial Design/Actions	5225, 5300, 5301, 5303, 5275 through 5284, 5375, 5378, 5399
Technology/NEPA	5202 through 5204
RARA/USTs	5226, 5228
Single Shell Tank O.U.	5175 through 5204
RCRA Closures	5400 through 5408
Defense D&D	5230, 6100, 6150, 6225, 6251, 6275 through 6278, 6351, 6375
Facilities, Equipment & Systems	5251
Laboratory Upgrades	5250
*****	
ERMC Mgmt/Support	80% of 5000, 5008, 5009; and 5016, 5017
*****	

NOTE: ADSs are available in the DOE Public Reading Room  
located in Room 157 of the Federal Building (700 Area)

REQUEST FOR PROPOSAL  
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Section L

**ATTACHMENT 3**  
**QUALIFICATION CRITERIA CERTIFICATIONS**

OFFEROR QUALIFICATION CRITERIA

FIRM NAME: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTINUITY OF EMPLOYMENT AND BENEFITS

I do hereby certify that the identified firm will comply with the Continuity of Employment and Benefits Qualification Criteria as described in Section L-27(a) of Request for Proposal DE-RP06-92RL12367.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FIRST RIGHT OF EMPLOYMENT

I do hereby certify that the identified firm will fill job vacancies with those qualified Operating and Engineering (O&E) Contractor personnel whose jobs are eliminated as a result of establishment of the ERMC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SPECIAL PROVISION ON FINANCIAL ACCOUNTABILITY

I do hereby certify that the identified firm will accept the special provision on financial accountability contained in Request for Proposal DE-RP06-92RL12367.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

REQUEST FOR PROPOSAL  
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Section L

**ATTACHMENT 4**  
**RESUME FORMAT**

## RESUME FORMAT

Name:

Proposed Position with Offeror:

Duties and Responsibilities in Proposed Position:

Experience Summary:  
(Summary of overall experience and capabilities)

Related Experience:  
(Identify employers, position titles, dates of employment, specific duties and responsibilities, major accomplishments)

Relevancy of Position Experience to Statement of Work and Proposed Position:

Education:  
(Identify institution, degree earned, dates)

Professional Development and Achievements:  
(Identify professional memberships, special training, professional registrations, etc.)

References:  
(Include name, address, and phone number of references who have knowledge of the individual's experience within the past five years. Client or customer references preferred as applicable.)

Commitment Statement:  
(The following statement should be included on each resume:

If (name of offeror) is awarded the contract, I have agreed to accept full-time employment in the above stated position.

SIGNATURE OF INDIVIDUAL

Tab  
Sec M



PART IV - SECTION M  
EVALUATION FACTORS FOR AWARD

CONTENTS

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**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M-1 BASIS FOR AWARD**

Pursuant to DOE Acquisition Regulation Handbook, "Source Evaluation Board," (DOE/MA-0154), DOE has established a Source Evaluation Board (SEB) to evaluate the proposals submitted for this procurement. Proposals will be evaluated by the SEB members in accordance with the procedures contained in the Handbook and the Qualification and Evaluation Criteria hereinafter described. Any selection resulting from this solicitation will be based upon the proposal determined to be most advantageous to the Government.

Upon receipt of proposals an evaluation will be conducted of the offeror's responses to the Qualification Criteria set forth in paragraph M-2 below. The offeror's responses to the Qualification Criteria are to be included in Volume I - Proposal Information. Proposals which fail to meet the Qualification Criteria will receive no further evaluation. All proposals which DOE determines have met the Qualification Criteria will be evaluated on the basis of the Evaluation Criteria, M-3.

The Proposal Preparation Instructions contained in Section L are designed to provide guidance to the offeror concerning the type and depth of information the SEB considers necessary to conduct an informed evaluation of each proposal. It is imperative that adequate and specific but not unnecessarily wordy, information be furnished. A proposal may be eliminated from further consideration before detailed evaluation if it is considered so grossly and obviously deficient as to be totally unacceptable on its face. Offerors must also be prepared to respond to requests by the SEB for oral and/or written discussions, facility surveys, and other information requests as may be deemed necessary by the SEB to assist the evaluation process. Offerors should, however, rely exclusively on their written material to convey their proposals as the need for further discussions is entirely within the discretion of the SEB and the Source Selection Official. The Government may award a contract on the basis of initial offers received without discussions.

The proposal evaluation process will normally, but not necessarily, involve the establishment of a "competitive range." This initial process is intended to narrow the field to those leading proposals which, either in their face or through further discussions, have the

potential of winning the competition. Proposals admitted to the competitive range will be subjected to further detailed evaluation.

DOE may solicit from available sources, including references and clients identified by the offeror, experience data concerning an offeror's past performance, and will consider such information in its evaluation.

## M-2 QUALIFICATION CRITERIA

The proposal must clearly demonstrate that the offeror meets each and every one of the below Qualification Criteria in order to be evaluated in accordance with the Evaluation Criteria.

### a. Continuity of Employment and Benefits

For those WHC personnel who are offered and accept employment with the ERMC during the four month transition period of the contract, the offeror agrees to:

1. Hire such personnel at base salary rates equivalent to the base salary rates which they are then being paid by WHC, provided the positions for which they are being hired entail duties and responsibilities substantially comparable to the positions last held at WHC.
2. Recognize for pension plan and savings plan eligibility and vesting purposes and for determining level of benefits under service sensitive benefit plans such as vacation and sick leave plans, severance pay, and enrollment in group insurance plans, the service credits which they accumulated with WHC.

### b. First Right of Employment

In filling job vacancies in the ERMC organization, the offeror agrees to hire those qualified Operating and Engineering (O&E) Contractor personnel whose jobs are eliminated as a result of DOE's establishment of the ERMC contract.

### c. Special Provision on Financial Accountability

The offeror must agree to accept the special provision on financial accountability as contained in this RFP.

**M-3 EVALUATION CRITERIA**

**Technical and Business Management Criteria**

**a. Program Management**

1. Technical approach for integrating, managing, and executing all activities necessary to accomplish the environmental characterization (including laboratory services), remedial design/remedial action, decontamination and decommissioning, and technology demonstration to achieve DOE's Environmental Restoration Program objectives, including proposed management initiatives and innovations to increase Program efficiency and cost effectiveness.
2. Management approach to project management and project control systems to implement the Site Management System and the Hanford Federal Facilities Agreement and Consent Order (Tri-Party Agreement (TPA)). Management approach to quality assurance, occupational safety and health programs, and compliance with environmental laws and regulations. Include proposed initiatives and innovations to increase site efficiencies and cost effectiveness.
3. Management approach to solicitation, award, and administration of subcontracts (include preprocurement planning, procurement system to be used, levels of procurement approval, and modification authority). Identify initial major subcontractors to support ERM at beginning of base contract.
4. Approach to a human resources program, an equal opportunity/affirmative action program, and collective bargaining and labor relations, and experience related thereto.
5. Approach for transition and assumption of full responsibility of provisions and conditions stated in the Request for Proposal and the firm's past related experience in carrying out such transitions.

**b. Personnel and Organization**

1. Comparable technical and management experience, education, qualifications, availability, and level of

commitment of all key personnel proposed for assignment to this work. This includes experience in characterization and remediation of mixed waste sites under Superfund type requirements implementing Federal and State environmental laws, regulations, and DOE Orders.

2. Proposed organizational structure, proposed staffing plan in relation to the effort required, and delegations of responsibilities and authorities.
3. Depth of corporate backup personnel resources in the various professional, technical and management skills of the type and mix needed to accomplish the required work, including replacements for key personnel and the ability to respond to changing project needs.

c. Experience of Firm

1. Experience, technical and professional competency and past record in managing ER programs comparable to those required by the Statement of Work, including experience in remedial investigation/feasibility studies or similar work for mixed waste sites under Superfund or similar type requirements and application of Federal and State environmental laws, regulations and DOE Orders.
2. Experience in conducting comparable occupational safety and health programs, project-control systems, quality assurance programs, major subcontracting and procurement programs, property management systems, and maintenance of plant facilities.

d. Corporate Commitment

1. Commitment of corporate management to achievement of excellence in performance, including proposed corporate management participation, initiatives and innovations to increase environmental restoration programs efficiency and cost effectiveness.
2. Commitment and initiatives to utilize small businesses and Small Disadvantaged Businesses.

**Relative Ranking of Technical and Business Management Criteria**