

AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)

RATING

PAGE 1 OF 2 PAGES

CONTRACT NO. (Proc. Inst. Ident.) DE-AC13-95GJ87460		3. EFFECTIVE DATE 7-1-96	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DE-AC13-96GJ87460.000
5. ISSUED BY U.S. Department of Energy Albuquerque Operations Office P.O. Box 5400 Albuquerque, NM 87185-5400		CODE	6. ADMINISTERED BY (if other than item 5) U.S. Department of Energy; Albuquerque Operations Office GJ Source Evaluation Board ATTN: Betsy A. Shaw P.O. Box 5400 South Campus Mod I-6 Albuquerque, NM 87185-5400

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state, ZIP Code) WASTREN, INC. 477 SHOUP AVE., SUITE 209 IDAHO FALLS, BONNEVILLE, IDAHO 83402		8. DELIVERY FOB ORIGIN <input type="checkbox"/> OTHER (See below) <input checked="" type="checkbox"/>
CODE		9. DISCOUNT FOR PROMPT PAYMENT N/A
FACILITY CODE		10. SUBMIT INVOICES in copies unless otherwise specified TO THE ADDRESS SHOWN IN ITEM See Section G

11. SHIP TO/MARK FOR NA	CODE	12. PAYMENT WILL BE MADE BY U.S. Treasury after approval by DOE	CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA B&R APPROP. SYM. ALLOT. SYM. AMOUNT EX205001 89X0224 911 AL6491 \$1 500 000
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B				

15G. TOTAL AMOUNT OF CONTRACT \$

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form		X	1	Contract Clauses	
X	B	Supplies or Services and Prices/Costs		PART III - LIST OF DOCUMENTS, EXHIBITS, ATTACHMENTS			
X	C	Description/Specs./Work Statement		X	2	List of Attachments	
X	D	Packaging and Marking		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance		K		Reps., Certs., Statements of Offerors	
X	F	Deliveries or Performance		L		Instrs., Conds., Notices to Offerors	
X	G	Contract Administration Data		M		Evaluation Factors for Award	
X	H	Special Contract Requirements					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. AWARD (Contractor is not required to sign this document.) Your offer of Solicitation Number ___ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) STAN W. MILLS, CFO/TREASURER	20A. NAME OF CONTRACTING OFFICER (Type or print)
19B. NAME OF CONTRACTOR BY <u><i>Stan W. Mills</i></u> Signature of person authorized to sign	19C. DATE SIGNED 3/28/96
20B. UNITED STATES OF AMERICA BY <u><i>Betsy A. Shaw</i></u> Signature of Contracting Officer	20C. DATE SIGNED

PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.01 SERVICES BEING ACQUIRED

The Contractor shall furnish all personnel, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to providing its best effort to carry out in an efficient and effective manner all required and related services as follows:

Item 1 - Provide management, engineering, and scientific services to include all necessary environmental, safety, and health activities, to manage and operate the Grand Junction Projects Office, located in Grand Junction, Colorado, in support of the Department of Energy (DOE) programs in environmental restoration, geosciences, and energy in accordance with Part III, Section J, Attachment A, Statement of Work (SOW).

Item 2 - Provide on a fixed-price subcontract basis all yard and ground maintenance services, cafeteria services, medical services, safeguard and security services, and custodial services in accordance with Part III, Section J, Attachment A, Statement of Work, Appendix B.

Item 3 - Reports in accordance with "Reporting Requirements Checklist" DOE Form 1332.1 as provided in Part III, Section J, Attachment B, and the clause entitled "Uniform Reporting System."

Fixed
B.02 ESTIMATED COST, BASE, AND AWARD FEE *M001*

- a. The estimated cost of Items 1 and 3 as contemplated by the Contract clause entitled "Limitation of Funds" exclusive of the base and award fee is
\$ 54,363,164
- b. The firm fixed price of Item 2 is \$ 3,541,220
Exclusive of Fee
- c. ~~The transition cost exclusive of the base and award fee is \$ 318,899~~
(Amount included in Item 1, total). *See M001 for language* *M001*
- d. The base fee for this contract is \$ -0-. The base fee shall be payable in accordance with Special Contract Provision H.21 entitled "Payment of Base and Award Fee."
- e. The total amount of earned award fee for this contract is \$ -0-.
- f. The total amount of unearned award fee for this contract is
\$ ~~2,891,409~~ *# 2,866,297* *M001*
- g. The total amount of this contract including estimated cost, fixed price items, base fee, earned award fee, and unearned award fee pool remaining on the contract is
\$ 60,795,793

n. The total amount allotted to this contract is \$ 1,500,000 Incremental Funding. It is estimated that this amount is sufficient to cover performance through August 30, 1995

i. The Award Fee for this contract shall be awarded upon the unilateral determination of the DOE's Fee Determination Official that an award fee has been earned. This determination shall be based upon the Fee Determination Official's evaluation of the Contractor's performance measured against the Evaluation Criteria set forth in the Performance Evaluation Plan. Award Fee available for each period is as set forth in the Special Contract Provision H.20 entitled "Distribution of Award Fee Pool."

12.5 hrs. / person = 176.0 hrs/person = 265 people

B.03 LEVEL OF EFFORT (LOE)/DIRECT PRODUCTIVE LABOR HOURS (DPLH)

a. The Contractor shall provide an estimated total of 1,489,860 DPLH over a fixed three-year period of performance beginning from effective date of the contract. The DPLH are defined as actual hours exclusive of vacations, holidays, sick leave, and other absences. The DPLH are inclusive of clerical and administrative support, overtime, travel time during normal duty hours, any and all non-fixed price subcontract DPLH expenditures, and consultants.

b. If, during the contract or option period of performance the estimated DPLH are not sufficient or exceed the Government's support requirements for the entire performance period, the Government may require an increase or decrease in the estimated DPLH.

c. The Contractor agrees to promptly enter into negotiations for such an adjustment in DPLH and any contract modification resulting from such negotiations will provide for adjustments in the DPLH, estimated cost, and base/award fee. Equitable adjustments resulting from implementation of this clause shall be made to any affected contract provision in accordance with the procedures of the "Changes" clause.

d. 1,417,102 DPLH will be used from 10/1/96 thru remainder of the Base Period

MOC

B.04 OPTION TO EXTEND THE DURATION OF THE CONTRACT SERVICES

The period of performance of this contract may be extended at the unilateral option of the Government in accordance with clause entitled "Option to Extend the Term of the Contract." Written preliminary Notice of Intent to exercise the option must be provided to the Contractor by the Contracting Officer within the period stated in the referenced clause. Exercising this unilateral right must occur at least 30 days prior to contract expiration. The Contractor agrees that performance under the option, if exercised hereunder, shall be accomplished within the following estimated cost and award fee:

B.07 ALLOWABLE TRANSITION COSTS PRIOR TO JULY 1, 1996

A Not-to-Exceed cost of \$ 0 is approved for transition costs incurred as of the date of award but prior to the effective date of this contract.

PART I

SECTION C

DESCRIPTION/SPECIFICATIONS

PART I - SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
C.01 STATEMENT OF WORK (SOW)	C-1
C.02 REPORTS	C-1

PART I - SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.01 STATEMENT OF WORK (SOW)

The SOW is Attachment A to this contract and is listed in Part III, Section J.

C.02 REPORTS

Reports shall be in accordance with the "Reporting Requirements Checklist," DOE Form 1332.1, listed as Attachment B, in Part III, Section J, and the Section I contract clause at Department of Energy Acquisition Regulation (DEAR) 952.212-72, entitled "Uniform Reporting System."

PART I

SECTION D

PACKAGING AND MARKING

PART I - SECTION D
PACKAGING AND MARKING
TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
D.01 PACKAGING	D - 1
D.02 MARKING	D - 1

PART I - SECTION D
PACKAGING AND MARKING

D.01 PACKAGING

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

D.02 MARKING

- a. Each package, report, or other deliverable shall be accompanied by a letter or other document which:
- (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- b. For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in a. above, shall be simultaneously provided to the Contracting Officer.

PART I

SECTION E

INSPECTION AND ACCEPTANCE

PART 1 - SECTION E
INSPECTION AND ACCEPTANCE

E.01 CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated 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.

I. **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

FAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
52.246-5	Inspection of Services Cost-Reimbursement	APR 1984

✓ got it

II. **DEPARTMENT OF ENERGY ACQUISITION REGULATION (48 CFR CHAPTER 9) CLAUSES**

NONE

E.02 INSPECTION

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

E.03 ACCEPTANCE

Acceptance of all work and effort under this contract (including "Reporting Requirements.") shall be accomplished by the Contracting Officer, the COR, or any other duly authorized representative.

E.04 QUALITY ASSURANCE PROGRAM

The Contractor shall establish, implement, and maintain a quality assurance program to comply with all applicable quality assurance regulations and requirements of DOE that are communicated to the Contractor by the Contracting Officer.

PART I

SECTION F

DELIVERIES OR PERFORMANCE

PART I - SECTION F
DELIVERIES OR PERFORMANCE
TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
F.01 CLAUSES INCORPORATED BY REFERENCE.....	F - 1
F.02 PERIOD OF PERFORMANCE.....	F - 1
F.03 PRINCIPAL PLACE OF PERFORMANCE.....	F - 1

PART I

SECTION G

CONTRACT ADMINISTRATION

PART I - SECTION G
CONTRACT ADMINISTRATION DATA
TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
G.01 CORRESPONDENCE PROCEDURES	G-1
G.02 THE DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR)	G-2
G.03 GOVERNMENT CONTACT FOR CONTRACT ADMINISTRATION	G-2
G.04 THE DOE PROJECT MANAGER.....	G-2
G.05 THE DOE PATENT COUNSEL.....	G-2
G.06 BILLING INSTRUCTIONS	G-2
G.07 ANNUAL INDIRECT COST RATE SUBMISSION.....	G-3

PART I - SECTION G

CONTRACT ADMINISTRATION DATA

G.01 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

- a. **Technical Correspondence.** Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer or Contract Specialist.
- b. **Other Correspondence.** Other correspondence shall be addressed to the DOE Contracting Officer, or DOE Contract Specialist, with information copies of the correspondence to the DOE COR and to the DOE Patent Counsel (if patent or technical data issues are involved).
- c. **The DOE Contracting Officer's Address.** The Contracting Officer's address and phone number are as follows:

Contracting Officer/Contract Specialist
Department of Energy
Grand Junction Projects Office
P. O. Box 14000
Grand Junction, CO 81502
ATTN: Cheryl A. Thompson

Telephone Number: (970) 248-6043

- d. **Subject Line(s).** All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. (Insert the contract number from cover page BLOCK 2) (Insert subject topic after contract number; e.g., 'Request for subcontract placement consent')."

G.02 THE DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The work to be performed under this contract is subject to the monitoring of one COR who shall be specifically designated by the Contracting Officer in writing. A copy of the designation shall be furnished to the Contractor. The COR's responsibility shall be to coordinate with the Contractor in the administration of the technical aspects of this contract and to provide technical direction pursuant to the Special Contract Requirement H.03, entitled, "Technical Direction."

G.03 GOVERNMENT CONTACT FOR CONTRACT ADMINISTRATION

The Contractor shall use the DOE Contracting Officer as the focal point for all matters regarding this contract except technical matters (see Clause G.01a., above, for definition and G.01c. for address).

G.04 THE DOE MANAGER

The DOE Manager and address are as follows:

Department of Energy
Grand Junction Projects Office
P. O. Box 2567
Grand Junction, CO 81502
ATTN: James Lampley

G.05 THE DOE PATENT COUNSEL

Information copies of correspondence being sent to the DOE Patent Counsel in accordance with G.01b., above.

Department of Energy
Albuquerque Operations Office
Office of Chief Counsel
P. O. Box 5400
Albuquerque, NM 87185-5400
ATTN: Patent Counsel

G.06 BILLING INSTRUCTIONS

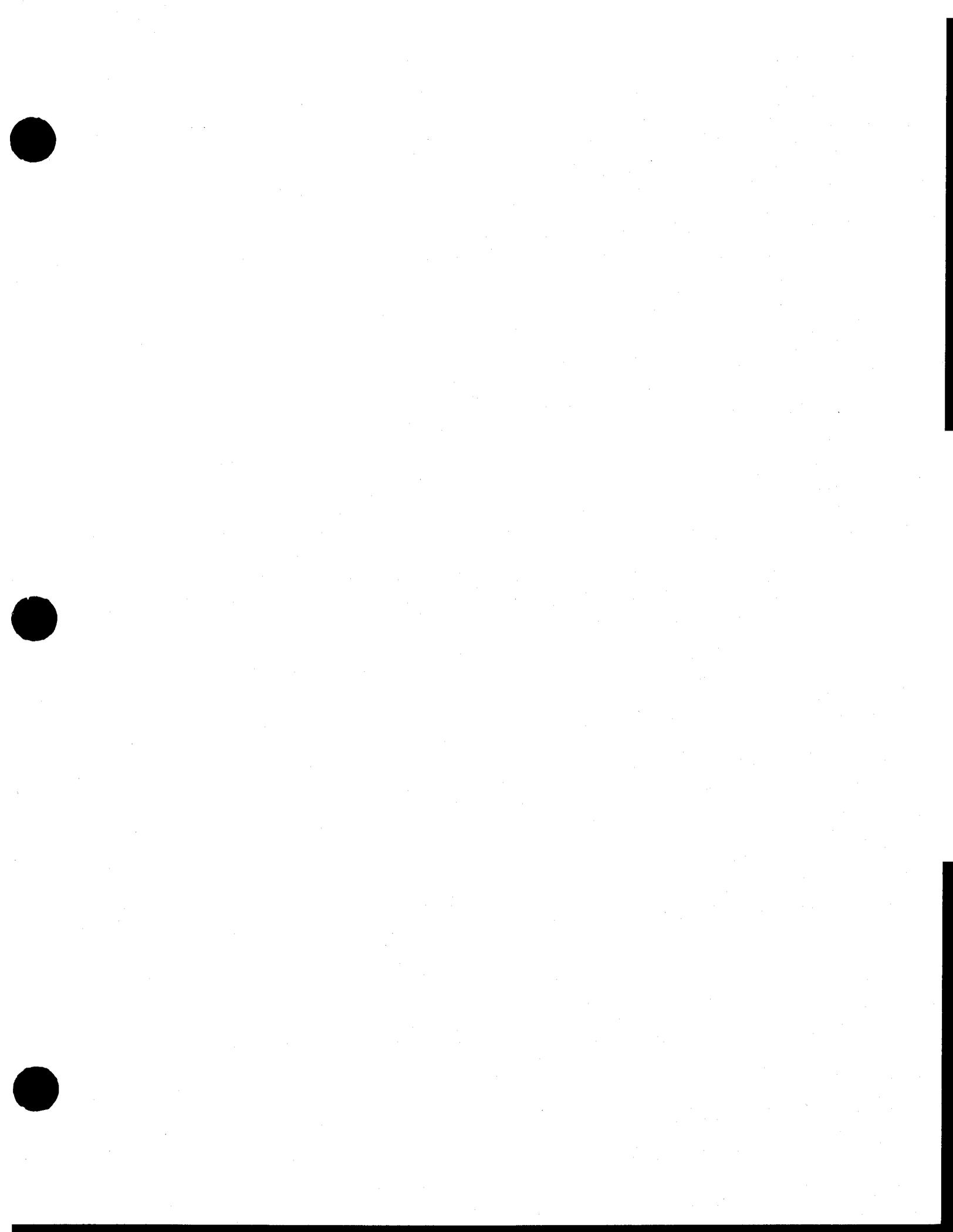
The Contractor shall submit invoices in accordance with the Billing Instructions identified in Part III - Section J. Attachment G. and other applicable clauses of this contract.

G.07 ANNUAL INDIRECT COST RATE SUBMISSION

- a. In accordance with the "Allowable Cost and Payment" clause contained in Part II, Section I of this contract, the Contractor, as soon as possible but not later than ninety (90) days after the expiration of its fiscal year, shall submit to the indirect cost rate Cognizant Contracting Officer (CCO), identified in paragraph e. of this clause, a proposed final indirect rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting data.
- b. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the cost principles in effect as of the date of this contract.
- c. The settlement of final indirect cost rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.
- d. Pending settlement of final indirect cost rates for any period, the Contractor shall be reimbursed for indirect rates at billing rates acceptable when the final indirect cost rates are settled. The Contractor shall provide to the CCO annually, within 90 days after the expiration of its fiscal year, a billing rate proposal, together with supporting data. If billing rates change substantially at any time during the contract performance period, the Contractor shall notify the CCO in writing. Upon substantial rate change during the contract performance period, the CCO may adjust the approved billing rate. In the event that adjustment is to be applied retroactively, the Contractor shall make appropriate adjustments on its next voucher.
- e. The indirect cost rate CCO and address are as follows:

Department of Energy Telephone No. (505) 845-4107
Albuquerque Field Office
Financial Management Division
P. O. Box 5400
Albuquerque, NM 87185-5400
ATTN: Herman Smith

The Contractor shall use the CCO as the point of contact for indirect cost rate matters as defined by the "Allowable Cost and Payment" clause.



PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
H.01 CONFIDENTIALITY OF INFORMATION	H-1
H.02 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR.....	H-2
H.03 TECHNICAL DIRECTION.....	H-2
H.04 MODIFICATION AUTHORITY.....	H-3
H.05 GOVERNMENT-FURNISHED PROPERTY	H-3
H.06 USE OF DOE FACILITIES FOR WORK FOR OTHERS.....	H-4
H.07 KEY/CRITICAL WORK AREA PERSONNEL.....	H-5
H.08 SUBCONTRACTS	H-7
H.09 SERVICES OF CONSULTANTS	H-8
H.10 EQUIVALENT FEDERAL WAGE RATES	H-8
H.11 AUTOMATED DATA PROCESSING EQUIPMENT (ADPE) USAGE.....	H-9
H.12 ADPE LEASING	H-9
H.13 STANDARD INSURANCE REQUIREMENTS.....	H-9
H.14 RELEASE OF INFORMATION.....	H-10
H.15 PERSONNEL SECURITY CLEARANCES.....	H-10
H.16 RESOURCE CONSERVATION AND WASTE MINIMIZATION	H-10
H.17 ENVIRONMENT, HEALTH, AND SAFETY (GOVERNMENT-OWNED OR LEASED).....	H-11
H.18 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES	H-12
H.19 SUBCONTRACT ASSIGNMENT	H-12
✓ H.20 DISTRIBUTION OF AWARD FEE POOL.....	H-12
H.21 PAYMENT OF BASE AND AWARD FEE.....	H-13
H.22 PERFORMANCE EVALUATION PLAN.....	H-13
✓ H.23 DETERMINATION OF AWARD FEE EARNED.....	H-14
H.24 TASK ORDER PROCEDURES.....	H-14
H.25 GOVERNMENT-FURNISHED FACILITY.....	H-16
H.26 OBSERVANCE OF LEGAL HOLIDAYS.....	H-17
H.27 SOFTWARE RIGHTS.....	H-17
H.28 CONTRACTOR INTERFACE.....	H-17
H.29 DOE ORDERS, DIRECTIVES, AND PROCEDURES	H-18
H.30 LABOR RELATIONS.....	H-18
H.31 DIVERSITY	H-19
H.32 CORPORATE HOME OFFICE EXPENSES	H-19
H.33 LIMITATION OF INDIRECT COSTS.....	H-19
H.34 COST REDUCTION PROPOSALS	H-20
H.35 INTER-DOE WORK ORDERS	H-24
H.36 RELOCATION COSTS.....	H-24
H.37 AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTERESTS (OCI).....	H-24
H.38 PERMITS, LICENSES, REGULATIONS AND ORDERS	H-25

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.01 CONFIDENTIALITY OF INFORMATION

- a. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- b. The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- c. The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- d. The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained

from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

- e. This clause shall flow down to all subcontracts.

H.02 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications, and Other Statements of Offeror, completed by the Contractor, dated 3/29/96, and that apply to this contract, are hereby incorporated by reference.

H.03 TECHNICAL DIRECTION

- a. Performance of the work under this contract shall be subject to the technical direction of DOE Manager or COR identified elsewhere in this contract. DOE Task Order Monitors will provide technical direction for assigned tasks. The term "technical direction" is defined to include, without limitation:
- (1) Directions to the Contractor which redirect the contract effort, shift work emphasis within each task, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW.
 - (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, approve 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 scope of work stated in the contract. The DOE Manager or COR does not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the SOW;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total price or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

- c. All technical directions shall be issued in writing.
- d. The Contractor shall proceed promptly with the performance of technical direction in the manner prescribed by this clause and within the authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction falls within one of the categories defined in b.(1) through (5), above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) 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 does not constitute a change under the "Changes" clause of the contract;
 - (2) 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 scope 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 - Alternate I."

H.04 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual authorized to:

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

H.05 GOVERNMENT-FURNISHED PROPERTY

- a. In accordance with the clause entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)," the property listed on Part III, Section J, Attachment C, is provided for use in the performance of this contract.
- b. Reporting Requirements.
 - (1) The reports required in accordance with the contract clause entitled "Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts)," as specified in Department of Energy Acquisition Regulation (DEAR) Part 945 shall be submitted on DOE Form 4300.3 in

accordance with DEAR Part 945 and the form's instructions. The DOE Form 4300.3 and its instructions are listed in Part III, Section J, Attachment F.

- (2) The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed herein.
- c. Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause entitled "Government Property (Cost-Reimbursement, Time and Material or Labor-Hour Contracts)," the Contractor is not authorized to acquire as a direct charge item under this contract, any facility, equipment (including office equipment), furniture, fixtures, or other real or personal property items having a unit acquisition cost of five thousand dollars (\$5,000) or more. The Contractor may request authorization for acquisition from the Contracting Officer. Any request for authorization shall include an analysis of the most economical method of acquisition.

H.06 USE OF DOE FACILITIES FOR WORK FOR OTHERS

- a. DOE may authorize the Contractor to perform non-DOE federally funded work involving the use of DOE facilities and resources, including Contractor staff, provided that the work is consistent with applicable laws and regulations and satisfies DOE policies regarding mission compatibility and competition with the private and public sector.
- b. When a work request is submitted by a sponsoring, non-DOE entity, the Contractor shall, when requested by DOE,
 - (1) review the work statement for mission compatibility so as to assure that the work is consistent with and complementary to the mission of the contract and the facility, will not adversely affect assigned programs, and will not unduly burden mission resources;
 - (2) advise the Contracting Officer if the Contractor is aware that performance of the work would result in direct competition with capabilities available in the private or public sector;
 - (3) develop a cost estimate for the work to be performed and describe the DOE equipment, facilities and Contractor staff required to complete the effort; and
 - (4) upon receipt of DOE authorization, perform the requested work in accordance with instructions provided by the Contracting Officer.
- c. The performance of non-DOE funded work shall be subject to the provisions of this contract and to other applicable rules, regulations, and policies as may be specifically directed to the Contractor's attention by the Contracting Officer.

- a. If the Contractor transfers a Key or a Critical Work Area Personnel from the work effort required under this contract, prior to expiration of 18 months after the effective date of the contract for Key Personnel and 12 months after the effective date of the contract for Critical Work Area Personnel the contractor agrees as follows:

For each person transferred, a reduction will be made from the award fee earned in the award fee period in which the person was transferred based on the following:

- (1) From the date the person reported for duty to the date when the person transferred, all direct costs will be accrued and totaled. Direct costs include relocation, travel, training, site visits, familiarization visits, educational expenses, the salary value between the time when the person is transferred and the replacement person arrives, and any other costs that can be directly attributed to the loss of the person during this period.
- (2) The salary of the person identified to replace the transferred person will be used to calculate a loss in performance to the Government by the transferred person. One half of the persons monthly salary will be multiplied by either (six for Key Personnel or three for Critical Work Area Personnel) to calculate the retraining requirements to bring the replacement person to the level necessary to effectively carry out assigned responsibilities.
- (3) The Contracting Officer will identify any additional cost to the government to provide support for the replacement of the transferred person with his/her replacement. This includes the cost necessary to review resumes, the cost to revise the contract, and any other costs necessary to support the change in employment that would not have been required if the employee had remained in the identified position for 18 months for Key or 12 months for Critical Work Area Personnel.

- f. Prior to diverting any of the person specified in paragraph a. above to activities not under this contract, the Contractor shall notify the Contracting Officer reasonably in advance (not less than 30 days prior to the diversion or substitution for Key/Critical Work Area Personnel), and shall submit justification (including proposed substitutions) in detail.

- g. Individuals proposed as Key Personnel/Critical Work Area Personnel must be approved by the Contracting Officer. Proposed replacements shall be of comparable experience, education, and ability.

- h. In the event the amount of the reductions to the award fee under this clause during a given award fee period exceed the sum of the award fee otherwise earned for that period, any remaining balance will be taken from as many subsequent award fee periods as necessary.

Should the contractor enter into subcontracts with entities which have employees who will be Key/Critical Work Area Personnel under the prime contract, said subcontracts shall contain the terms and conditions necessary to ensure that those individuals will be available to perform the contract.

Such determinations under this H.07 Key/Critical Work Area Personnel concerning the reductions from the award fee earned is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.

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H.08 SUBCONTRACTS

Prior to the placement of subcontracts and in accordance with the clause entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)," the Contractor shall ensure that:

- a. They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts;
- b. Any applicable Subcontractor Cost or Pricing Data and a Certificate of Current Cost or Pricing Data (see Federal Acquisition Regulation (FAR) 15.804-2) and Subcontractor Representations and Certifications; and
- c. Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the Subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract, or any of the respective obligations of the parties thereunder, or creation of any Subcontractor privity of contract with the Government.
- d. The Contractor shall also obtain and furnish to the Contracting Officer either an Organizational Conflicts of Interest (OCI) Disclosure Statement or Representation form in accordance with DEAR 909.570-7 "Organizational Conflicts of Interest Disclosure or Representation" for all Subcontractors to be utilized under this contract. No work shall be performed by the Subcontractor until the Contracting Officer has cleared the Subcontractor for OCI.
- e. The following Subcontractors have been cleared by the Contracting Officer for OCI:

NAME OF COMPANY

VALUE OF AWARD

(This information will be completed at award if necessary.)

H.09 SERVICES OF CONSULTANTS

- a. in addition to the provisions of the Section I clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)," the prior written consent of the Contracting Officer shall be obtained:
- (1) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this contract; or
 - (2) For the utilization of the services of any consultant under this contract exceeding the daily rates of \$278 exclusive of travel costs; or
 - (3) Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of \$1,000.
- b. Whenever Contracting Officer written consent is required, the Contractor shall obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.
- c. The Contractor must obtain and furnish to the Contracting Officer either an OCI Disclosure Statement or Representation form in accordance with DEAR 909.570-7 "Organizational Conflicts of Interest Disclosure or Representation" for all consultants to be utilized under this contract prior to their performing any effort under this contract. No effort shall be performed until the Contracting Officer has cleared the consultant for OCI.
- d. The following consultants have been cleared by the Contracting Officer for OCI:

NAME OF CONSULTANT

VALUE OF AWARD

(This information will be completed at award if necessary.)

H.10 EQUIVALENT FEDERAL WAGE RATES

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination, Section J, Attachment J, entitled "U.S. Department of Labor Wage Determination." Furthermore, the clauses entitled, "Service Contract Act of 1965, as amended" and "Statement of Equivalent for Federal Hires Rates" are applicable.

H.14 RELEASE OF INFORMATION

- a. The Contractor is responsible for developing, planning, and coordinating proactive approaches to dissemination of timely information regarding DOE activities onsite and offsite. This includes, but is not limited to, operations and programs. This shall be accomplished through coordination with the GJPO Public Affairs Office. Proactive communications and public affairs programs shall include or make use of a variety of tools, among them public workshops, meetings or hearings, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions such as involvement with the Site Specific Advisory Board.

The Contractor shall assure that the public, including the media, citizen's groups, private citizens, and local, state, or federal Government officials, have a clear understanding of DOE activities at the site.

- b. The Contractor is responsible for following established DOE procedures for all oral, written, and audio/visual information material prepared for public use, including technical information.

H.15 PERSONNEL SECURITY CLEARANCES

- a. The Contractor is required to conduct preemployment investigative screening of prospective employees in order to ensure trustworthiness and reliability. Certification by the Contractor to the Department of Energy Contracting Officer of a favorable investigation is required prior to employment. The certification shall include verification of identity, previous employment, and education and the results of credit and law enforcement checks.
- b. Personnel assigned by the Contractor to work at the Grand Junction Projects Office may be required to obtain a security clearance. This requirement may be waived by the Contracting Officer for personnel not involved with classified information, while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- c. The Contractor shall turn in badges for employees who are no longer working on the contract, for employees who no longer need access for whatever reason, or when a badge expires. Badges shall be returned to the cognizant security office.

H.16 RESOURCE CONSERVATION AND WASTE MINIMIZATION

The Contractor shall develop and implement a program to promote cost-effective waste reduction and recycling of reusable materials in the performance of the contract. Such program shall effect operational and procurement practices to: a. reduce or minimize waste generation, and b. encourage the use and procurement of recycled/recovered materials to the maximum extent practicable, consistent with other objectives and requirements of the contract and such guidelines or directives as the Contracting Officer may from time to time prescribe.

1.17 ENVIRONMENT, HEALTH, AND SAFETY (GOVERNMENT-OWNED OR LEASED)

1. External and internal requirements, including laws and regulations, mandate that the Department of Energy, through its contractors, conduct a responsible and comprehensive program to assure that the Grand Junction Projects Office is an environmentally acceptable installation and is operated in a safe and healthy manner. The contractor will use its best efforts to achieve this purpose and to cooperate, along with the DOE, with Federal and State agencies having interest in environmental, safety, and health matters and to maintain good relations with such agencies.

2. (1) Performance of the work under this contract shall be conducted in a manner that is protective of the environment and the health and safety of employees and the public. The Contractor shall comply with all applicable environmental, safety, and health requirements including those in the DOE Orders, Directives, and Procedures Clause; and Federal, state, and local laws and regulations. The Contractor shall notify the Contracting Officer in the event that the Contractor becomes aware of any direction or instruction, written or oral, which contradicts, limits, or compromises those environment, safety, and health requirements.

(2) The Contracting Officer shall notify the Contractor, in writing, of any noncompliance with applicable requirements which come to the Contracting Officer's attention. After receipt of such notice, the Contractor shall take corrective action as directed by the Contracting Officer. In the event that the Contractor fails to take corrective action, the Contracting Officer may issue an order stopping all or any part of the work. In addition, if at any time during performance of the contract work the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE issue an order stopping all or any part of the work. In either case thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

3. The Contractor shall submit, within 60 days after the date of award of this contract, an Environment, Safety and Health Management Plan (see Part III, Section J, Attachment K, Guidance for ES&H Management Plan) to the Contracting Officer for review and approval. The plan shall be updated by the Contractor and approved by the DOE for implementation in the budget execution year to reflect budget decisions and establish commitments on the part of the Contractor. Revisions to the Plan shall be subject to the established Grand Junction Projects Office change control process. It is expected that the Contractor shall demonstrate that all commitments have been fulfilled at the end of the budget execution year. The Plan shall demonstrate the methods to be employed to ensure that environmental, safety and health requirements are integrated into all phases of Contract activities. The Plan shall also include provisions for periodic (at least annual) internal environment, safety and health self-evaluation, including the standards and criteria to be applied, and provisions for correcting deficiencies. The results of such evaluations shall be made available to DOE.

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2. The Contractor shall submit to DOE for approval the provisions requiring subcontractors to comply with the Contractor's environment, safety and health requirements including stop work authority. These environment, safety and health requirements shall be included in all subcontracts involving work to be performed on-site at DOE-owned or leased facilities. These requirements shall also 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 environment, safety and health regulations or requirements of the DOE. However, such provisions in the Contract shall not relieve the Contractor of its obligations to assure subcontractor compliance with the provisions of this clause for all aspects of the work. The approved subcontract provisions shall be included in subcontracts.

H.18 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES

In carrying out the work under this contract, the Contractor shall be responsible for the employment of all professional technical, skilled, and unskilled personnel engaged and to be engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor shall be and remain employees of the Contractor and shall not be deemed employees of the DOE or the Government; however, nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants or others whose services are utilized by the Contractor for the work hereunder.

H.19 SUBCONTRACT ASSIGNMENT

In the event a subcontract is entered into by the Contractor which extends beyond the period of performance of this contract, the Contractor shall negotiate a clause substantially the same as the following in such subcontract:

"As designated and approved by the Contracting Officer, this subcontract may be reassigned to another contract with no change to the terms and conditions of the subcontract."

H.20 DISTRIBUTION OF AWARD FEE POOL

- a. Award Fee. For award fee determination purposes, the Contract shall be divided into six-month periods. The Award Fee Pool attributable to each of the award fee periods shall be established by the following formula:

$$\frac{\text{DPLH Provided During the Evaluation Period}}{\text{Specified DPLH}} \times \text{Maximum Award Fee Available} = \text{Award Fee Pool}$$

The aggregate amount of all award fee pools shall be limited to the maximum award fee available as specified in Section B, Paragraphs B.02 and B.04 if options are

exercised. Award fee denied during any period pursuant to the Contractor Performance Evaluation Plan shall not be available in subsequent periods.

H.21 PAYMENT OF BASE AND AWARD FEE

- a. Base Fee. The Government shall make payment of the base fee in monthly increments based on the percentage of completion of work as determined by the following formula:

$$\frac{\text{Base Fee}}{\text{DPLH}} = \text{Fee per Hour} \quad \text{Fee per Hour} \times \text{DPLH Expended} = \text{Fee Billable for month}$$

The amount payable shall be based on the monthly DPLH not to exceed the amount established in B.03. In the event the options are exercised, the DPLH amounts specified in B.04 shall apply.

- b. Award Fee. This contract shall be modified by a unilateral contract modification, executed by the Contracting Officer when the award fee, if any, has been determined by the Government Fee Determination Official. The modification shall set forth the amount of fee earned for the performance period evaluated. Upon receipt of the contract modification, the Contractor may submit a public voucher for payment of the total award fee earned for the period evaluated. The Government shall promptly make payment of any award fee upon receipt of the Fee Determination Official's authorization in the amount of the total fee earned for the period evaluated.

H.22 PERFORMANCE EVALUATION PLAN

- a. A Performance Evaluation Plan upon which the determination of award fee shall be based, the criteria under each area evaluated, and the percentage of award fee, if any, available for each area, shall be unilaterally established by the Government. The Performance Evaluation Plan will be developed in accordance with Performance-Based Fee Determination Procedures as provided in Part III, Section J, Attachment E. The Performance Criteria shall be provided 30 calendar days prior to the start of the first evaluation period.
- b. The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government. Notification of such changes shall be provided to the Contractor 60 calendar days prior to the start of the evaluation period to which the change shall apply. The Performance Evaluation Plan is binding on both parties and is not subject to appeals under the clause entitled "Disputes" or any other clause.

H.23 DETERMINATION OF AWARD FEE EARNED

- a. The Government shall at the conclusion of each specified evaluation period(s) evaluate the Contractor's performance for a determination of award fee earned. The Contractor agrees that the determination as to the amount of award fee earned shall be made by the Government Fee Determination Official (FDO) and such determination concerning the amount of award fee earned is binding on both parties and shall not be subject to appeal under the clause entitled "Disputes" or any other appeal clause.
- b. It is agreed that the evaluation of Contractor performance shall be in accordance with the Performance Evaluation Plan referenced in the Special Contract Requirements Clause H.22 entitled, "Performance Evaluation Plan," and that the Contractor shall be promptly advised in writing of the determination, and the reasons why it was or was not earned. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, in accordance with the Performance Evaluation Plan, the Fee Determination Official may also consider any information available which relates to the Contractor's performance of contract requirements. In the event the Contractor's performance is considered unacceptable in any areas of contract performance which is specified in the Performance Evaluation Plan, the FDO may at his/her discretion determine the Contractor's overall performance to be unacceptable, and accordingly may withhold the entire award fee for the evaluation period.
- c. If the following conditions are not met, the FDO may reduce the award fee or share of cost savings, in whole or in part, which has otherwise been determined to have been earned under the terms and conditions of this contract. Any determination under this clause is not subject to the clause entitled "Disputes."
 - (1) **ES&H Program:** The Contractor shall develop, obtain DOE approval and implement a comprehensive program across the appropriate Environment, Safety and Health functional areas. Such program will be consistent with the annual ES&H Management Plan and, if acceptable to DOE, will be approved by the Contracting Officer. The minimal performance requirements of the program will be set forth in the Award Fee Performance Evaluation Plan. The Contractor must achieve the minimum requirements of the program in order to receive any fee or incentive under the contract other than Base Fee, if any.
 - (2) **Catastrophic Event.** If the Government determines that the Contractor is responsible for a serious incident (fatality) or catastrophic event which results in significant damage to the environment, and/or endangers the safety and health of workers and/or the public, the FDO may reduce any fees (other than base fee) in whole or in part.

H.24 TASK ORDER PROCEDURES

Performance under this contract shall be subject to the following ordering procedure:

a. General

- (1) Task orders shall be used to specifically define work to be performed. Task order requirements shall be within the scope, objectives, and technical

requirements of this contract. Task orders issued shall not change any terms or conditions of the contract. Tasks defined that fail to conform or fall within the scope, objectives, and technical requirements of the contract shall be procured by separate contract or by supplemental agreement.

- (2) The only means whereby the Contractor is authorized to perform under the contract is through a task order directed by the Contracting Officer as hereinafter provided.
- (3) Task Orders shall be issued only by the Contracting Officer to the Contractor designating (a) the task to be performed, (b) the period of performance, (c) the estimated price and funding, (d) reporting requirements, (e) any Government-furnished property, (f) estimated travel, (g) deliverables, (h) if appropriate, performance-based management criteria, and (i) any other special provisions as may be required.
- (4) Task Orders shall be written to define a finite segment of work over a finite period of time. Requirement changes that are within the scope of an approved task order, or that are clearly not severable from a basic task order, shall be incorporated by an amendment to the task order, all others require issuance of a new task order.
- (5) A Contractor may be given direction only through an approved task order. A task order shall be written and administered so as to preclude the use or the appearance of personal services.
- (6) Task orders shall be numbered. A revision to a Task shall be identified by an alpha designation following the existing Task number indicating the revision sequence.

b. Issuance of Task Orders.

- (1) DOE develops draft Task Orders and Statements of Work and sends to the contractor.
- (2) The Contractor responds with development of technical proposals which include proposed schedule, cost, and performance measures. The technical proposals, with supporting backup information, are provided to DOE.
- (3) The Contracting Officer's Representative (COR) and the DOE Task Order Monitor, after preparing a draft task order and Statement of Work, shall meet with the Contractor to discuss the technical aspects, period of performance, allocation of level of effort, and other resources to be allocated to the task order. During these discussions, the draft task order and the Statement of Work shall be revised as necessary.
- (4) After review and approval by the Contracting Officer, the task order shall be sent in triplicate to the Contractor. The Contractor shall sign and return one copy of the task order to the DOE Contracting Officer, and one copy to the COR.

H.26 OBSERVANCE OF LEGAL HOLIDAYS

The Government hereby provides "notice" and the Contractor hereby acknowledges "receipt" that Government personnel observe the following days as holidays.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

Any other day designated by Federal statutes:
 Any other day designated by Executive Order:
 Any other day designated by Presidential proclamation.

The Contractor shall conform to these holidays observed by the Government. Observance of such days by the Contractor shall not be cause for an additional period of performance, or entitlement of compensation except as set forth in the contract.

The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer.

H.27 SOFTWARE RIGHTS

If at any time during the performance of this contract, the Contractor has reason to believe that:

- a. The utilization of Government-furnished computer resources, specifically Government-furnished software, may involve or result in the violation of the DOE's license agreement; or
- b. The performance of a requirement or task would involve the acquisition of software to be delivered to the Government which is licensed.

The Contractor shall notify the Contracting Officer in writing and provide an explanation of the circumstances. Until such authorization is provided, the Contractor is not authorized to violate any licensing agreements, cause the DOE to violate any licensing agreements, or acquire software which is covered by a licensing agreement on behalf of the Government.

H.28 CONTRACTOR INTERFACE

The Contractor shall coordinate all support services and integrate projects with the Technical Assistance and Remediation Contractor and Subcontractors in a cost efficient manner to ensure GJPO's ability to provide a full spectrum of environmental restoration, waste management, and project management activities in a cost efficient manner. In the performance of this contract, the Contractor agrees to cooperate with the Technical

Assistance and Remediation Contractor by providing access to technical information and data, by delivering data as specified on Part III, Section J, Attachment B, Reporting Requirements, and by discussing technical and support services required.

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H.29 DOE ORDERS, DIRECTIVES, AND PROCEDURES

- a. The Contractor shall comply with all applicable DOE Orders, directives, and procedures (Order) as provided in Part III, Section J, Attachment H, Applicable DOE Orders.
- b. Upon receipt of a new or revised Order, the Contractor shall review it for consistency with the other terms of this contract and for impacts on funding, manpower and other provisions of the contract. If the Contractor considers the Order to be consistent with the other terms of this contract and it can be implemented within existing funds, manpower, and other provisions of the contract, and the implementation shall not have a negative impact on the cost, schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise the Contracting Officer within 30 calendar days of receipt.
- c. In the event the Contractor considers the Order to be inconsistent with the other terms of this contract or the requirements of the Order cannot be implemented within existing funding, manpower, and other provisions of the contract, the Contractor shall so advise the Contracting Officer within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected cost of implementation in excess of current funding, manpower, and other provisions of the contract. If the Contracting Officer determines compliance with the Order constitutes a change, the Contracting Officer shall issue direction to the Contractor, pursuant to the clause entitled "Changes" concerning appropriate implementation of the Order.
- d. The Contractor shall incorporate the substance of this clause with respect to applicable Orders, excluding any reference to the Changes clause, in subcontracts for performance of work at the site and as directed by the Contracting Officer.

H.30 LABOR RELATIONS

- a. The Contractor shall respect the rights of employees (i) to organize, form, join or assist labor organizations, bargain collectively through representatives of the employees own choosing, and engage in other protected concerted activities for the purpose of collective bargaining, and (ii) to refrain from the above activities.
- b. To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining agreement and, upon proper request, bargain to good faith impasses or agreement, or otherwise satisfy applicable bargaining obligations.
- c. The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments that involve or appear likely to involve:

below. All indirect costs in excess of said amount(s) shall be borne by the Contractor.

Indirect
Cost

Indirect Cost Ceiling Rate(s) per
Contractor's Fiscal Year

FY 96 FY 97 FY 98 FY 99 FY 2000

Overhead Information

G&A Information

Fringe Benefit (if applicable)

b4

- b. The indirect cost limitation set forth above include provisions for all known increases that shall take place during the term of this contract resulting from statute, court decisions, and/or written ruling or regulation by the internal Revenue Service or any other taxing authority. However, in the event that during the term of this contract any other statute, court decision, and/or written ruling or regulation affects the Contractor's indirect costs, the indirect cost limitations shall be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision, and/or ruling or regulation impacts the Contractor's indirect costs.
- c. Should the DPLH total less than 80% of the estimated DPLH during the previous year, the Contractor may request a renegotiation of the ceiling rate.

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H.34 COST REDUCTION PROPOSALS

Include in
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PMC only

a. General

It is the Department of Energy's intent to have its facilities and laboratories operated in the most efficient and effective manner possible. To this end the Contractor shall, in the performance of this contract, assess its operations and identify areas where cost reduction would bring cost efficiency to operations without adversely affecting the level of performance required by the contract.

The Contractor, to the maximum extent possible, shall identify areas where cost reduction may be effected and develop and submit Cost Reduction Proposals (CRPs) addressing such to the Contracting Officer for review. If accepted, the Contractor shall share in any net (hard dollar) savings realized from accepted CRPs in accordance with the incentive sharing arrangement in paragraph (g) below.

b. Definitions

"Hard dollar savings" as used in this clause, means cost savings which revert to DOE control and may be available for deobligation in the immediate fiscal year, or which

shall become available for deobligation in the following fiscal year. Such savings may result from a specific cost reduction effort which is broken out from other effort and negotiated on a Cost Plus Incentive Fee (CIF)/Fixed Price Incentive (FPI)/Firm Fixed Price (FFP) basis or may result directly from innovative new or changed designs, processes and/or methods initiated by the Contractor and applied to a specific project or program. Such new or changed designs, processes and/or methods must demonstrate a departure from business as usual approach by achieving cost effectiveness in excess of that anticipated by the "expected performance" level set forth in the Task Order. Hard Savings are the net savings that result from the difference in the estimated cost of performing an effort/project as originally planned and the actual cost of performing that same effort/project utilizing a revised plan intended to reduce costs, along with any development, implementation and possibly administrative costs associated with the revised plan. Such savings must result in funding being returned to the direct control of DOE. Savings resulting from formal or informal direction given by DOE shall not be considered as hard dollar savings and shall not qualify for incentive sharing. Changes in the mission or routine reorganization of the Contractor due to changes in the budget shall not be considered as hard dollar savings and shall not qualify for incentive sharing. Hard dollar savings shall be limited, for purposes of the sharing rate(s) set forth in paragraph (g) below, to a period not to exceed the current fiscal year in which they were initiated and the next fiscal year. In order to qualify for sharing, savings must be susceptible to deobligation from the instant contract, whether or not such deobligation takes place.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a CRP specifically in developing and testing the CRP as well as those costs the Contractor incurs to make the changes necessary for DOE acceptance of a CRP. "DOE costs," as used in this clause, means those DOE costs that result directly from implementing the CRP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the CRP.

"Cost reduction" means the amount of the decrease in cost of performance, without deducting any Contractor's development or implementation costs, resulting from using the CRP on this contract.

c. Procedure for Submission of CRPs

CRPs for Value Engineering (design/process/methods/cost) type changes submitted by the Contractor should contain, at a minimum, the following:

Current Method (Baseline) -- A verifiable description of the current scope of work, cost, and schedule to be impacted by the initiative and supporting documentation.

New Method (Baseline) -- A verifiable description of the new cost, work scope, and schedule, how the initiative shall be accomplished, and supporting documentation.

Feasibility Assessment -- A description and evaluation of the proposed initiative and benefits, risks, and impacts of implementation. This evaluation

should include an assessment of the difference between the current baseline and proposed new method less implementation costs.

CRPs for the establishment of stand alone CPIF/FPI/FFP programs not specifically related to Value Engineering (design/process/methods/cost) type changes should contain, at a minimum, the following:

Baseline Description -- A verifiable description of the current scope of work, cost and schedule to be impacted by the initiative.

Proposed Contractual Arrangement -- A proposed contractual arrangement and the justification therefor.

Estimated Cost & Supporting data -- A detailed cost estimate and supporting rational. If the effort is proposed on an incentive basis, then minimum and maximum cost estimates should be included for any proposed sharing arrangements.

d. Evaluation and Decision

- (1) Once a cost reduction initiative is identified, the Contractor shall submit proposed cost reduction initiatives to the Contracting Officer for approval prior to incurring any costs. Costs incurred related to cost reduction initiatives will be considered unallowable under the Contract without prior Contracting Officer approval. After approval, a *proposal* must be prepared, submitted and negotiated with DOE prior to actually commencing the work. In any event, a proposal shall be submitted prior to commencing any work. If the initiative is for an innovative design change then it shall be evaluated against the following minimal list of criteria.
 - (a) Will implementation pose a risk to the health and safety of workers and the community, or to the environment?
 - (b) Will implementation result in a deviation from DOE requirements, such as DOE Orders and joint oversight agreements?
 - (c) Will implementation require a change in contractual agreements?
 - (d) Will implementation result in significant organizational and personnel impacts?
 - (e) Will implementation create a negative impact on the cost, schedule, or scope of work in another area?
 - (f) Will implementation pose a potential negative impact on the credibility of the Contractor or the DOE?
 - (g) Will implementation impact successful completion of all work anticipated in the baseline?
 - (h) Will implementation require approval from DOE-Headquarters, regulators, or other agencies?

(2) Cost reduction initiatives that are implemented without prior approval of the DOE (see subparagraph d.(1) above) will not obligate the DOE to share savings realized as a result of those initiatives. If the Contractor initiates performance under a CRP prior to receiving approval by DOE, and the proposal is subsequently approved, the Department is not obligated to share with the Contractor those savings. The Contractor can terminate an unapproved/disapproved program at any time without repercussions from DOE. The Contractor shall be permitted to receive reimbursement for costs incurred to implement the proposal prior to the Department's rejection of the proposal so long as the costs are within the scope of work and are allowable costs.

e. Calculation of Estimated Net Savings

Estimated net savings shall be calculated by subtracting the total costs of the proposed CRP (New Method + Development Cost + Implementation + Possible Administrative Costs) from the total costs of the existing requirements.

f. Acceptance or Rejection of CRPs

The DOE Contracting Officer shall notify the Contractor that a CRP will be accepted, or rejected (or deferred) within 45 days of receipt.

The only CRPs that shall be considered for acceptance are those which the Contractor can demonstrate shall (i) result in a reduction in the total agreed upon estimated cost for authorized work in the sharing period, (ii) not reappear as costs in subsequent periods and (iii) not result in any impairment of essential functions.

g. Sharing Rate

In general, if a CRP is accepted, the Contractor's share in net acquisition savings shall not exceed 25 percent of the savings realized by DOE during the defined sharing period. The Contractor agrees that not less than 15 percent of the Contractor's share of savings shall be retained at the site to be distributed to those employees involved in identifying and/or achieving the cost reduction. The specific share arrangement (targets, share lines, ceilings, etc.) for effort negotiated on an incentive basis shall be set forth in the contractual document authorizing the effort.

h. Validation of Actual Savings

The DOE shall have the right to validate the actual costs of an accepted CRP, to determine the extent of actual savings. If, in the opinion of the DOE, the actual savings are significantly more or less than the estimated savings of the CRP or in the reduction of the estimated cost for the sharing period, the amount awarded under the CRP shall be adjusted.

i. Relationship to Other Incentives

Only those benefits of an accepted CRP not rewardable under other clauses of this contract shall be rewarded under this clause.

j. Subcontracts

The Contractor may include an appropriate clause similar to this clause in any subcontract. In calculating any estimated net savings in a CRP under this contract, the Contractor's preparation, submission, testing, development and implementation costs shall include any Subcontractor's allowable costs, and any CRP incentive payments to a Subcontractor clearly resulting from the acceptance of such CRP. The Contractor may choose any arrangement for Subcontractor CRP incentive payments, provided that the payments shall not reduce the DOE's share of contract net savings.

k. Disputes

Actions taken under this clause shall not be subject to the "Disputes" clause of this contract or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601 et. seq.)

l. Termination

In the event of contract termination, this clause shall not apply. Termination settlements shall be in accordance with the clause entitled, "Termination" of the contract.

H.35 INTER-DOE WORK ORDERS

The Contractor shall perform work for other Department of Energy prime Contractors in accordance with the Statement of Work on a cost reimbursement basis. All work shall be authorized by the Contracting Officer and issued to the Contractor for performance through the task order procedure as provided in the contract and in accordance with the applicable DOE procedures.

H.36 RELOCATION COSTS

Relocation costs incurred with regard to relocating an employee to the work site are allowable in accordance with FAR 31.205-35, Relocation Costs, for this contract. Contractor shall obtain advance written approval from the Contracting Officer prior to permanently relocating any employee to the local area and charging the cost, or any portion thereof, to this Contract.

H.37 AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTERESTS (OCI)

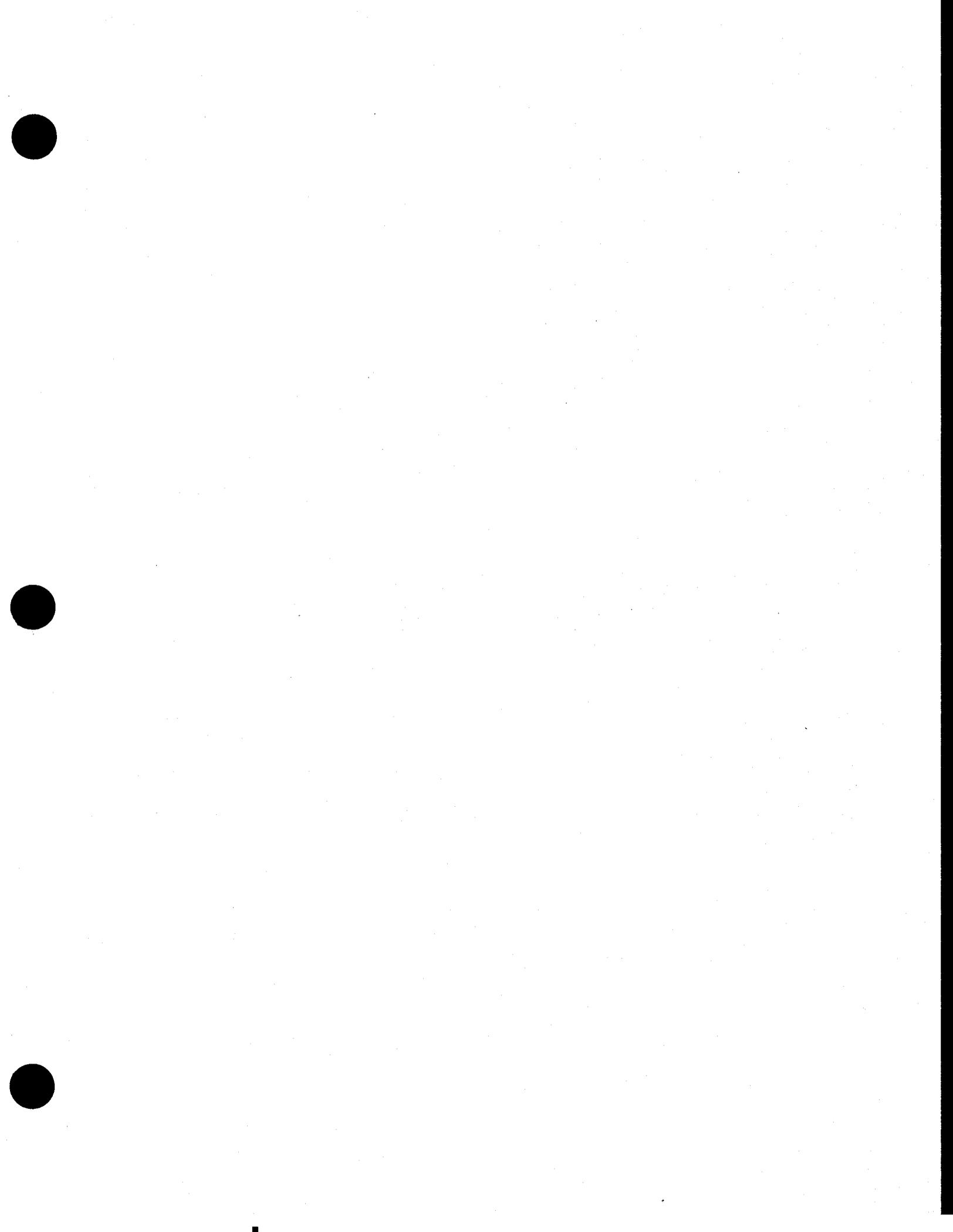
- a. Neither the Contractor, its subsidiaries, or its Subcontractors shall be permitted to review, evaluate, or otherwise inspect work performed by the Contractor, its subsidiaries or Subcontractors under this or any other previous or existing contract

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- b. All task orders issued to the Contractor pursuant to Special Contract Requirements Clause H.24 entitled, "Task Order Procedures," above, shall be reviewed by the Contractor to ensure that no OCI or potential OCI exists as a result of the Contractor performing the work.
- c. In no event shall the Contractor commence performance of work under a task order if the Contractor has determined that an OCI or potential OCI exists pursuant to this Special Contracts Requirements Clause, Section H.08 clause, "Subcontracts," and Section H.09, "Services of Consultants," or any other provision of this contract. The Contractor shall immediately notify the Contracting Officer.

H.38 PERMITS, LICENSES, REGULATIONS AND ORDERS

Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed. Further, the Contractor shall comply with all DOE Orders determined by DOE to be applicable to this contract. Costs incurred as a result of compliance with applicable DOE Orders are allowable costs under the contract.



PART II

SECTION I

CONTRACT CLAUSES

PART II - SECTION I

CONTRACT CLAUSES

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I.01 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUNE 1988)	1
I.02 FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984).....	7
I.03 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)	8
I.04 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)	8
I.05 CLAUSE DOE PR 9-9.106 - CLASSIFIED INVENTIONS	9
I.06 CLAUSE DOE PR 9-9.110 - REPORTING OF ROYALTIES.....	9
I.07 DEAR 952.212-73 PROJECT CONTROL SYSTEM (JUL 1993).....	10
I.08 DEAR 952.227-9 REFUND OF ROYALTIES (MAR 1995).....	10
I.09 DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACT (SHORT FORM) (MAR 1995).....	11
I.10 DEAR 970.5204-58 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (AUG 1992).....	17
I.11 DEAR 970.5204-59 WHISTLE BLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 1992).....	18

PART II - SECTION ICONTRACT CLAUSESI.01 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUNE 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 shall make their full text available.

i. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER II) CLAUSES

FAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
52.202-1*	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	SEP 1990
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JAN 1990
52.203-13	Procurement Integrity - Service Contracting	SEP 1990
52.204-4	Printing/Copying Double-Sided on Recycled Paper	MAY 1995
52.208-1	Required Sources for Jewel Bearings and Related Items	APR 1984
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	New Material	MAY 1995
52.211-7	Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property	MAY 1995

FAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
52.215-1	Examination of Records by Comptroller General	FEB 1993
52.215-2	Audit And Records - Negotiation	OCT 1995
52.215-21	Changes or Additions to Make-or- Buy Program	APR 1984
52.215-22	Price Reduction for Defective Cost or Pricing Data	OCT 1995
52.215-24	Subcontractor Cost or Pricing Data	OCT 1995
52.215-26	Integrity of Unit Prices	OCT 1995
52.215-27	Termination of Defined Benefit Pension Plans	MAR 1996
52.215-30	Facilities Capital Cost of Money	SEP 1987
52.215-31**	Waiver of Facilities Capital Cost of Money	SEP 1987
52.215-33	Order of Precedence	JAN 1986
52.215-39	Reversion or Adjustments of Plans for Post-Retirement Benefits Other Than Pensions (PRB)	MAR 1996
52.215-40	Notification of Ownership Changes	FEB 1995
52.216-7*	Allowable Cost and Payment	JUL 1991
52.219-6	Notice of Total Small Business Set-Aside	APR 1984
52.219-8	Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns	OCT 1995
52.219-14	Limitations on Subcontracting	JAN 1991
52.222-1	Notice to the Government of Labor Disputes	APR 1984
52.222-2*	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	APR 1984
52.222-4	Contract Work Hours and Safety Standard Act - Overtime Compensation	JUL 1995
52.222-6	Davis-Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988

FAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
52.222-8	Payroll and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	<u>Subcontracts (Labor Standards)</u>	FEB 1988
52.222-12	Contract Termination--Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-26	Equal Opportunity	APR 1984
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988
52.222-41	Service Contract Act of 1965. as Amended	MAY 1989
52.222-47	Service Contract Act (SCA) Minimum Wages and Fringe Benefits	MAY 1989
52.223-2	Clean Air and Water	APR 1984
52.223-3	Hazardous Material Identification and Material Safety Data (NOV 1991) -Alternate I	NOV 1991
52.223-6	Drug-Free Workplace	JUL 1990
52.223-10	Waste Reduction Programs	MAY 1995
52.223-11	Ozone-Depleting Substances	MAY 1995

FAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 1995
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-3	Buy American Act--Supplies	JAN 1994
52.225-5	Buy American Act--Construction Materials	MAY 1992
52.225-11	Restrictions on Certain Foreign Purchases	MAY 1992
52.227-1	Authorization and Consent	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	APR 1984
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data- General -Alternate I (JUN 1987) -Alternate V (JUN 1987)	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data--Special Works	JUN 1987
52.227-23*	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance - Liability to Third Persons	APR 1984
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	JAN 1991
52.232-22*	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	MAR 1994
52.232-28	Electronic Funds Transfer Payment Methods	APR 1989
52.233-1	Disputes (OCT 1995) - Alternate I	DEC 1991

FAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.251-2	interagency Fleet Management System (IFMS) Vehicles and Related Services	JAN 1991
52.252-4	Alterations in Contract	APR 1984
52.252-6*	Authorized Deviation in Clauses	APR 1984
52.253-1	Computer-Generation of Forms by the Public	JAN 1991

II. DEPARTMENT OF ENERGY ACQUISITION REGULATION (48 CFR CHAPTER 9) CLAUSES

DEAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
952.204-2	Security	APR 1984
952.204-70	Classification	APR 1984
952.204-71	Sensitive Foreign Nations Control	APR 1984
952.204-74	Foreign Ownership, Control, or Influence Over Contractor	APR 1984
952.208-7	Tagging of Leased Vehicles	APR 1984
952.208-70	Printing	APR 1984
952.209-72	Organizational Conflicts of Interest - Special Clause	APR 1984
952.212-72	Uniform Reporting System	JUL 1994
952.217-70	Acquisition of Real Property	APR 1984
952-223-75	Preservation of Individual Occupational Radiation Exposure Records	APR 1984
952.224-70	Paperwork Reduction Act	APR 1984
952.227-78	Rights in Technical Data - Facility	APR 1984
952.247-70	Foreign Travel	APR 1984
952.251-70	Contractor Employee Travel Discounts	APR 1989

*Alterations to asterisked clauses are included in Section I.02.

**The appropriate clause will be incorporated in the contract document.

1.02 FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

FAR 52.202-1 "Definitions" is modified as follows (ref. DEAR 952.202-1):

Substitute the following for paragraph a.:

- 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.

Add the following as paragraph d.:

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

FAR 52.216-7 "Allowable Costs and Payments" (Reference DEAR 952.216-7 - Alternate II) is modified by adding the phrase "as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR)," after the acronym "(FAR)."

FAR 52.222-2 "Payments for Overtime Premiums" is modified by:

inserting in subparagraph a.: \$ 0

FAR 52.232-22, "Limitation of Funds":

The words "base fee" should be substituted for the word "fee" where it appears in the clause.

FAR 52.227-23 "Rights to Proposal Data (Technical)":

Insert in the first blank the following page numbers:

None

Insert in the second blank the following Contractor proposal date:

None

FAR 52.237-3, "Continuity of Services" : The 60-day period in paragraph (b) is changed to 90 days.

FAR 52.243-2, "Changes - Cost Reimbursement":

The words "base fee and award fee" should be substituted for the term "fixed-fee" where it appears in the clause.

FAR 52.245-5 "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" is modified by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in paragraphs e.(1) and e.(2) of the clause.

FAR 52.247-1 "Commercial Bill of Lading Notations" - Insert the following in the blank in subparagraph a. and in the first blank in subparagraph B.: Department of Energy, Grand Junction Projects Office (GJPO). Insert the following in the second blank in subparagraph B.: Contract No. DE-AC13-95GJ87460. Insert the following in the third blank in subparagraph B.: Department of Energy, Grand Junction Projects Office, (GJPO), P.O. Box 2567, Grand Junction, CO 81502.

FAR 52.252-6, "Authorized Deviations in Clauses" is modified by adding "Department of Energy Acquisition Regulation (48 CFR Chapter 9) Clause" in paragraph (b).

1.03 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 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 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 five years, six months.

12/31/2001

1.04 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

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

This Statement is for information Only. It is not a Wage Determination.

Employee class	Monetary Wage--Fringe benefits
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1.05 CLAUSE DOE PR 9-9.106 - CLASSIFIED INVENTIONS

- 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 of 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.

**1.06 CLAUSE DOE PR 9-9.110 - REPORTING OF ROYALTIES
(JUN 1979)**

If this contract is in an amount which exceeds \$25,000 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 shall 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.

1.07 DEAR 952.212-73 PROJECT CONTROL SYSTEM (JUL 1993)

- a. In the performance of this contract, the Contractor shall establish, maintain, and use a project control system meeting the requirements specified in DOE Notice 4700.5, "Project Control System Guidelines"; Statement of Work; and any other system requirements defined by the Contracting Officer. The Contractor may use a preexisting project control system if such system is approved by the Contracting Officer.
- b. ⁷⁻¹⁻⁹⁶
8-15-96 The Contractor shall provide the Contracting Officer with a detailed written description of the proposed project control system for review and approval within 45 days after award of the contract. Cost effective application of controls shall be a critical factor in determining acceptability of the proposed system.
- c. Upon system approval by the Contracting Officer, the Contractor shall fully implement the project control system. The Contractor shall not make any significant changes to the approved system without the prior written approval of the Contracting Officer. If a pre-existing project control system is not approved by the Contracting Officer, revisions necessary to assure compliance shall be made with no change to the estimated cost/fee, or price of the contract.
- d. The Contractor shall provide the Contracting Officer or his authorized representative with access to all pertinent records, data, and plans for the purposes of initial approval, approval of proposed changes, and the operation of the project control system.
- e. The Contractor shall set forth applicable project control system requirements in those subcontracts identified by the Contracting Officer. The Contractor shall incorporate, in the identified subcontracts, provisions for review and surveillance of the Subcontractor's systems. The review shall be conducted by the prime Contractor, unless the Government, Contractor, or Subcontractor requests Government review.

1.08 DEAR 952.227-9 REFUND OF ROYALTIES (MAR 1995)

- a. The contract price includes certain amounts for royalties payable by the Contractor or subcontractors or both, which amounts have been reported to the Contracting Officer.
- b. The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications in connection with performing this contract or any subcontract hereunder. The term also includes any costs or charges associated with the access to, use of, or other right pertaining to

licensing regulations. This license will not be revoked in that field of use of 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 the 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 30 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 applicable regulations in 37 CFR part 404 and agency regulations concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

i. Contractor action to protect the Government's interest.

- (1) The Contractor agrees to execute or to have executed and promptly deliver to DOE all instruments necessary to
 - (a) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and
 - (b) convey title to DOE when requested under paragraph d. of this clause 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 contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through 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 U.S. or foreign statutory bars.
- (3) The Contractor will notify DOE of any decision not to continue the 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 30 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 application and any patent issuing thereon covering a subject

Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph k.(4).

I. Communications.

- (1) The Contractor shall direct any notification, disclosure, or request to DOE provided for in this clause to the DOE patent counsel assisting the DOE contracting activity, with a copy of the communication to the Contracting Officer.
- (2) Each exercise of discretion or decision provided for in this clause, except subparagraph k.(4), is reserved for the DOE Patent Counsel and is not a claim or dispute and is not subject to the Contract Disputes Act of 1978.
- (3) Upon request of the DOE Patent Counsel or the Contracting Officer, the Contractor shall provide any or all of the following:
 - (a) 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:
 - (b) A report, not more often than annually, summarizing all subject inventions which were disclosed to DOE individually during the reporting period specified; or
 - (c) A report, prior to close-out of the contract, listing all subject inventions or stating that there were none.

I.10 DEAR 970.5204-58 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (AUG 1992)

- a. Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs as DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- b. Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- c. Subcontracts.
 - (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707.
 - (2) The DOE prime Contractor shall require all Subcontractors subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part

707, Workplace Substance Abuse Programs at DOE Sites as a condition for award of the subcontract. The DOE prime Contractor shall review and approve each Subcontractor's program, and shall periodically monitor Subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

- (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

I.11 DEAR 970.5204-59 WHISTLE BLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 1992)

- a. The Contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708 with respect to work performed on-site at a DOE-owned or -leased facility as provided for at 10 CFR part 708.
- b. The Contractor shall insert or have inserted the substance of this clause, including this paragraph b., in subcontracts, at all tiers, with respect to work performed on-site at a DOE-owned or -leased facility, as provided for at 10 CFR part 708.
- c. This modification does not increase the total cost of the contract.
- d. No other changes shall be made to the terms and conditions of the contract.

**SUBPART 52.2—TEXTS OF PROVISIONS
AND CLAUSES**

52.200 Scope of subpart.

This subpart sets forth the texts of all FAR provisions and clauses (see 52.101(b)(1)), and for each provision and clause, gives (a) a cross-reference to the location in the FAR that prescribes its use, and (b) directions for including it in solicitations and/or contracts.

52.201 [Reserved]**52.202-1 Definitions.**

As prescribed in Subpart 2.2, insert the following clause:

DEFINITIONS (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Commercial item" means—

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that—

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for—

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as

guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services—

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means—

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate con-

52.203-2

FEDERAL ACQUISITION REGULATION (FAR)

tracts 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.

(g) 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.

(End of clause)

Alternate 1 (APR 1984). If the contract is for personal services; construction; architect-engineer services; or dismantling, demolition, or removal of improvements, delete paragraph (c) of the basic clause.

52.203-1 [Reserved]

52.203-2 Certificate of Independent Price Determination.

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(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) of this provision; 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) of this provision _____ [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) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-3 Gratuities.

As prescribed in 3.202, insert the following clause in solicitations and contracts, except those for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense:

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) of this clause, 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.

(End of clause)

52.203-4 Contingent Fee Representation and Agreement.

As prescribed in 3.404(b), insert the following provision in solicitations, except those excluded by subparagraphs

3.404(b)(1) through (b)(6). If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

(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.

(End of provision)

52.203-5 Covenant Against Contingent Fees.

As prescribed in 3.404(c), insert the following clause:

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.

(End of clause)

52.203-6 Restrictions on Subcontractor Sales to the Government.

As prescribed in 3.503-2, insert the following clause:

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, 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) of this clause 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 which exceed \$100,000.

(End of clause)

Alternate 1 (OCT 1995). As prescribed in 3.503-2, substitute the following paragraph in place of paragraph (b) of the basic clause:

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

52.203-7 Anti-Kickback Procedures.

As prescribed in 3.502-3, insert the following clause:

ANTI-KICKBACK PROCEDURES (JUL 1995)

(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.

52-8 (FAC 90-32)

(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 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 subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

52.203-8 Requirement for Certificate of Procurement Integrity.

As prescribed in 3.104-10(a), insert the following provision:

REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (SEPT 1995)

(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. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

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 con-

ed 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.

(End of clause)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.

As prescribed in 3.104-10(c), insert the following clause:

PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEPT 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. 101-23), 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.

52-10 (FAC 90-30)

(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.

(End of clause)

"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, 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 not 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

(1) 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.

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

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs 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.

(End of clause)

52.203-13 Procurement Integrity—Service Contracting.

As prescribed in 3.104-10(d), insert the following clause:

PROCUREMENT INTEGRITY—SERVICE CONTRACTING (SEP 1990)

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

(b) The Contractor shall establish a procurement ethics training program for its employees serving as procurement officials. The program shall, as a minimum—

(1) Provide for the distribution of written explanations of the provisions of section 27 of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR to such employees; and

(2) Require each such employee, as a condition of serving as a procurement official, to certify to the Contracting Officer that he or she is familiar with the provisions of the Act, as implemented in the FAR, and will not engage in any conduct prohibited by subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, and will report immediately to the Contracting Officer any information concerning a violation or possible violation of the prohibitions.

(c) Pursuant to FAR 3.104-9(d), a Contractor employee who is serving as a procurement official may be requested to execute additional certifications.

(d) If a Contractor employee serving as a procurement official ceases performance of these duties during the conduct of such procurement expected to result in a contract or contract modification in excess of \$100,000, such employee shall certify to the Contracting Officer that he or she understands the continuing obligation, during the conduct of the agency procurement, not to disclose proprietary or source selection information related to such agency procurement.

(End of clause)

52-14 (FAC 90-2)

52.204-1 Approval of Contract.

As prescribed in 4.103, insert the following clause:

APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of [*identify title of designated agency official here*] and shall not be binding until so approved.

(End of clause)

52.204-2 Security Requirements.

As prescribed in 4.404(a), insert the following clause in solicitations and contracts when the contract may require access to classified information, unless the conditions specified in 4.404(d) apply:

SECURITY REQUIREMENTS (APR 1984)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the *Department of Defense Industrial Security Manual for Safeguarding Classified Information* (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

(R 7-104.12 1971 APR)

(R 7-204.12 1971 APR)

(R 7-702.29 1973 APR)

(R 7-704.22 1976 JUL)

(R 7-902.3 1976 JUL)

Alternate 1 (APR 1984). If a cost contract for research and development with an educational institution is contemplated, add the following paragraphs (e), (f), and (g) to the basic clause:

(e) If a change in security requirements, as provided in paragraphs (b) and (c), results (1) in a change in the security classification of this contract or any of its elements from an unclassified status or a lower classification to a higher classification, or (2) in more restrictive area controls than previously required, the Contractor shall exert every reasonable effort compatible with the Contractor's established policies to continue the performance of work under the contract in compliance with the change in security classifi-

cation or requirements. If, despite reasonable efforts, the Contractor determines that the continuation of work under this contract is not practicable because of the change in security classification or requirements, the Contractor shall notify the Contracting Officer in writing. Until resolution of the problem is made by the Contracting Officer, the Contractor shall continue safeguarding all classified material as required by this contract.

(f) After receiving the written notification, the Contracting Officer shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Contractor can continue performance of the work under this contract.

(g) If, 15 days after receipt by the Contracting Officer of the notification of the Contractor's stated inability to proceed, (1) the application to this contract of the change in security classification or requirements has not been withdrawn, or (2) a mutually satisfactory method for continuing performance of work under this contract has not been agreed upon, the Contractor may request the Contracting Officer to terminate the contract in whole or in part. The Contracting Officer shall terminate the contract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

Alternate II (APR 1984). If employee identification is required for security or other reasons in a construction contract or architect-engineer contract, add the following paragraph (e) to the basic clause:

(e) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

52.204-3 Taxpayer Identification.

As prescribed in 4.904, insert the following provision:

TAXPAYER IDENTIFICATION (MAR 1994)

(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) All offerors are 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 the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 _____

(End of provision)

52.204-4 Printing/Copying Double-Sided on Recycled Paper.

As prescribed in 4.304, insert the following clause:

PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)

(a) In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered material, with 20% postconsumer material, applies to other uncoated printing

(FAC 90-32) 52-15

52.204-5

FEDERAL ACQUISITION REGULATION (FAR)

and writing papers such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

(End of clause)

52.204-5 Women-Owned Business.

As prescribed in 4.603, insert the following provision:

WOMEN-OWNED BUSINESS (OCT 1995)

(a) *Representation.* The offeror represents that it is, is not a women-owned business concern.

(b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(End of provision)

52.206 [Reserved]**52.207-1 Notice of Cost Comparison (Sealed-Bid).**

As prescribed in 7.305(a), insert the following provision:

NOTICE OF COST COMPARISON

(SEALED-BID) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for bid opening. At the public bid opening, the Contracting Officer will open the bids and the envelope containing the cost estimate for Government performance and announce the result. This announcement will be based on an initial comparison of the cost of Government performance with the cost of contract performance, as indicated on the cost comparison form.

(c) The abstract of bids, completed cost comparison form, and detailed data supporting the cost estimate for Government performance will be made available to interested parties for review for a period of _____ [insert a number from 15 to 30, depending on the complexity of the matter (see 7.306(a)(1)(iv))] working days, beginning with the date the documents are available to interested parties. The Government will not make a final determination either for contract or Government performance during this period. During this period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedures. The appeals procedure shall be

52-16

used only to resolve questions concerning the calculation of the cost comparison and will not apply to decisions regarding selection of one bidder in preference to another. Agency determinations under the appeals procedure shall be final.

(d) After evaluation of bids and resolution of any requests under the appeals procedure, the Contracting Officer will either award a contract or cancel this solicitation. The completed cost comparison analysis will be made available to interested parties.

(e) A cost estimate for Government performance is considered a bid for purposes of this solicitation's Late Modifications of Bids or Withdrawal of Bids provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of provision)

52.207-2 Notice of Cost Comparison (Negotiated).

As prescribed in 7.305(b), insert the following provision:

NOTICE OF COST COMPARISON

(NEGOTIATED) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of a public review period of _____ [insert a numeral from 15 to 30, depending upon the complexity of the matter (see 7.306(b)(3))] working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the

52.208-1 Required Sources for Jewel Bearings and Related Items.

As prescribed in 8.203-1(a), insert the following clause in solicitations and contracts that may involve items (or any subassembly, component, or part of such items) in the Federal supply classes and groups listed in 8.203-1(b), except as provided in 8.203-1(a)(1) through (3):

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 holes—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.

(End of clause)
(R 7-104.37 1977 NOV)
(R 1-1.319(e))

52.208-2 Jewel Bearings and Related Items Certificate.

As prescribed in 8.203-1(c), insert the following provision in solicitations that contain the clause at 52.208-1, Required Sources for Jewel Bearings and Related Items, except those for research and development:

JEWEL BEARINGS AND RELATED ITEMS CERTIFICATE (APR 1984)

(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 an 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.....



PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

52.211-7

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of provision)

52.211-4 Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions.

As prescribed in 11.203(d), insert a provision substantially the same as the following:

AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(Activity) _____

(Complete address) _____

(Telephone number) _____

(Person to be contacted) _____

(Time(s) for viewing) _____

(End of provision)

52.211-5 New Material.

As prescribed in 11.203(e), insert the following clause:
NEW MATERIAL (MAY 1995)

(a) *Definitions.*

"Material", as used in this clause, includes, but is not limited to, raw material, parts, items, components, and end products.

"New", as used in this clause, means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.

"Other than new", as used in this clause, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned.

(b) Unless this contract specifies otherwise, the Contractor represents that the supplies, including any residual inventory and former Government surplus property identified under the Other Than New Material, Residual Inventory, and Former Government Surplus Property clause of this contract, are new and are not of such age or so deteriorated as to impair their usefulness or safety.

(c) If the Contractor believes that furnishing other than new material will be in the Government's interest, the Contractor ~~shall so notify the Contracting Officer in writing and request authority to use such material. The Contractor's notice shall include the reasons for the request along with a proposal for any consideration due the Government if the Contracting Officer authorizes the use of other than new material.~~

(End of clause)

52.211-6 Listing of Other Than New Material, Residual Inventory, and Former Government Surplus Property.

As prescribed in 11.203(f), insert the following provision:

LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY (MAY 1995)

(a) *Definitions.*

"Material," as used in this provision, includes, but is not limited to, raw material, parts, items, components, and end products.

"New", as used in this provision, means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.

"Other than new", as used in this provision, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned.

(b) If the offeror proposes to furnish other than new material, residual inventory resulting from terminated Government contracts, or former Government surplus property, the offeror shall provide the following information as an attachment to the offer:

- (1) A complete description of the materials.
- (2) Quantity.
- (3) Name of Government agency from which acquired.
- (4) Date of acquisition, if applicable.

No other than new material, residual inventory or former Government surplus property other than that listed on the attachment shall be furnished under the resulting contract unless authorized in writing by the Contracting Officer.

(c) All material to be furnished under the resultant contract must comply with the terms and specifications contained in the contract.

(End of provision)

52.211-7 Other Than New Material, Residual Inventory, and Former Government Surplus Property.

As prescribed in 11.203(g), insert the following clause:

OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY (MAY 1995)

(a) *Definitions.*

"Material", as used in this clause, includes, but is not limited to, raw material, parts, items, components, and end products.

"New", as used in this clause, means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.

"Other than new", as used in this clause, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned.

52.211-8

(b) The Contractor shall not furnish any other than new material, residual inventory resulting from terminated Government contracts, or former Government surplus property, unless such materials were listed in the applicable attachment to the offer and approved by the Contracting Officer or unless otherwise authorized in writing by the Contracting Officer.

(c) All materials furnished under this contract shall comply with the terms and specifications contained in the contract.
(End of clause)

52.211-8 Time of Delivery.

As prescribed in 11.404(a)(2), insert the following clause:

TIME OF DELIVERY (JUL 1995)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

[Contracting Officer insert specific details]

ITEM NO.	QUANTITY	WITHIN DAYS
		AFTER DATE OF CONTRACT

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS
		AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time

available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

Alternate I (APR 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months _"; or "not sooner than _ or later than _" as headings for the third column of paragraph (a) the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by _____ [Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

Alternate II (APR 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "within days after the date of receipt of a written notice of award" as the heading for the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by _____ [Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

Alternate III (APR 1984). If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the contracting officer may delete para-

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;

(2) Was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of technical proposals. The term "working day" excludes weekends and U.S. Federal holidays; or

(3) Is the only technical proposal received.

(b) Any modification of a technical proposal is subject to the same conditions as in paragraph (a) of this provision, except that (1) the use of a telegram (or mailgram) is authorized, and (2) if the solicitation authorizes facsimile bids, technical proposals may be modified via facsimile received at any time before the exact time set for receipt of bids under step two, subject to the conditions specified in the provision entitled "Facsimile Bids."

(c) Technical proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids under step two. If the solicitation authorizes facsimile bids, technical proposals may be withdrawn via facsimile received at any time before the exact time set for receipt of bids under step two, subject to the conditions specified in the provision entitled "Facsimile Bids." Technical proposals may be withdrawn in person by the submitter or the submitter's authorized representative if, before the exact time set for receipt of bids in step two, the identity of the person requesting withdrawal is established and that person signs a receipt for the technical proposal.

(d) 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.

(End of provision)

52.214-34 Submission of Offers in the English Language.

As prescribed in 14.201-6(x), 15.407(l), and 25.408(d), insert the following provision:

SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 Submission of Offers in U.S. Currency.

As prescribed in 14.201-6(y), 15.407(m), and 25.408(d), insert the following provision:

SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S.

dollars shall be rejected.

(End of provision)

52.215-1 [Reserved]

52.215-2 Audit and Records—Negotiation.

As prescribed in 15.106-1(b), insert the following clause:

AUDIT AND RECORDS—NEGOTIATION (OCT 1995)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *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 an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of 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.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General*—(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting

records and 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.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, 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 (FAR), 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 finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold in FAR Part 13, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (c) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

Alternate I (OCT 1995). As prescribed in 15.106-1(c), in facilities contracts, add the following sentence at the end of paragraph (b) of the basic clause:

The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this contract.

Alternate II (OCT 1995). As prescribed in 15.106-1(c), in cost-reimbursement contracts with educational and other non-profit institutions, add the following paragraph (h) to the basic clause:

(h) The provisions of OMB Circular No. A-133, "Audits of Institutions of Higher Learning and Other Nonprofit Institutions," apply to this contract.

Alternate III (OCT 1995). As prescribed in 15.106-1(c), delete paragraph (d) of the basic clause and redesignate the remaining paragraphs accordingly.

52.215-3 Solicitation for Information or Planning Purposes.

As prescribed in 15.405-2, insert the following provision on the face of each solicitation (other than those excluded by 15.401) issued for information or planning purposes:

SOLICITATION FOR INFORMATION OR PLANNING PURPOSES (APR 1984)

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as provided in subsection 31.205-18, Bid and proposal (B&P) costs, of the Federal Acquisition Regulation.

(b) This solicitation is issued for the purpose of: *[state purpose]*.

(End of provision)

(R 1-309)

52.215-4 Notice of Possible Standardization.

As prescribed in 15.407(b), insert the following provision:

NOTICE OF POSSIBLE STANDARDIZATION (APR 1985)

If the supplies for which this solicitation has been issued are established as standard, future contracts for the required supplies may be awarded without providing for full and open competition under section 6.302-1 of the Federal Acquisition Regulation.

(End of provision)

52.215-5 Solicitation Definitions.

As prescribed 15.407(c)(1), insert the following provision:

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.

(End of provision)

52.215-6 Type of Business Organization.

As prescribed in 15.407(c)(2), insert the following provision:

TYPE OF BUSINESS ORGANIZATION (JUL 1987)

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.

(b) If the offeror or quoter is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____.

(country)

(End of provision)

52.215-21 Changes or Additions to Make-or-Buy Program.

As prescribed in 15.708, insert the following clause in solicitations and contracts when it is contemplated that a make-or-buy program will be incorporated in the contract:

CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (APR 1984)

(a) The Contractor shall perform in accordance with the make-or-buy program incorporated in this contract. ~~If the Contractor proposes to change the program, the Contractor shall, reasonably in advance of the proposed change, (1) notify the Contracting Officer in writing and (2) submit justification in sufficient detail to permit evaluation.~~ Changes in the place of performance of any "make" items in the program are subject to this requirement.

(b) For items deferred at the time of negotiation of this contract for later addition to the program, the Contractor shall, at the earliest possible time, ~~(1) notify the Contracting Officer of each proposed addition and (2) provide justification in sufficient detail to permit evaluation.~~

(c) Modification of the make-or-buy program to incorporate proposed changes or additions shall be effective upon the Contractor's receipt of the Contracting Officer's written approval.

(End of clause)

Alternate I (APR 1984). If a less economical "make" or "buy" categorization is selected for one or more items of significant value when a fixed-price incentive contract is contemplated, add the following paragraph (d) to the basic clause:

(d) If the Contractor desires to reverse the categorization of "make" or "buy" for any item or items designated in the contract as subject to this paragraph, it shall (1) support its proposal with cost or pricing data to permit evaluation and (2), after approval is granted, promptly negotiate with the Contracting Officer an equitable reduction in the contract price in accordance with paragraph (k) of the Incentive Price Revision—Firm Target clause or paragraph (m) of the Incentive Price Revision—Successive Targets clause of this contract.

Alternate II (APR 1984). If a less economical "make" or "buy" categorization is selected for one or more items of significant value when a cost-plus-incentive-fee contract is contemplated, add the following paragraph (d) to the basic clause:

(d) If the Contractor desires to reverse the categorization of "make" or "buy" for any item or items designated in the contract as subject to this paragraph, it shall (1) support its proposal with cost or pricing data to permit evaluation and (2), after approval is granted, promptly negotiate with the Contracting Officer an equitable reduction in the contract's total estimated cost and fee in accordance with paragraph (e) of the Incentive Fee clause.

52.215-22 Price Reduction for Defective Cost or Pricing Data.

As prescribed in 15.804-8(a), insert the following clause:

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1995)

(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) 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.

(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 price

ing 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) 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.

(End of clause)

52.215-23 Price Reduction for Defective Cost or Pricing Data—Modifications.

As prescribed in 15.804-8(b), insert the following clause:

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 1995)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), except that this clause does not apply to any modification if an exception under FAR 15.804-1 applies.

(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 (d)(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

52.215-27

(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.

52.215-27 Termination of Defined Benefit Pension Plans.

As prescribed in 15.804-8(e), insert the following clause:

TERMINATION OF DEFINED BENEFIT PENSION PLANS (MAR 1996)

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 of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data (see 15.804 of the Federal Acquisition Regulation (FAR)) were submitted or which are subject to FAR Part 31. 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(e).

(End of clause)

52.215-28—52.215-29 [Reserved]

52.215-30 Facilities Capital Cost of Money.

As prescribed in 15.904(a), insert the following provision:

FACILITIES CAPITAL COST OF MONEY (SEP 1987)

(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.

(End of provision)

52.215-31 Waiver of Facilities Capital Cost of Money.

As prescribed in 15.904(b), insert the following clause:

WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987)

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.

(End of clause)

52.215-32 [Reserved]

52.215-33 Order of Precedence.

As prescribed in 15.406-3(b), insert the following clause:

52-50

FEDERAL ACQUISITION REGULATION (FAR)

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.

(End of clause)

52.215-34 Evaluation of Offers for Multiple Awards.

As prescribed in 15.407(h), insert the following provision:

EVALUATION OF OFFERS FOR MULTIPLE AWARDS (MAR 1990)

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating proposals, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation and individual awards shall be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

(End of provision)

52.215-35 Annual Representations and Certifications—Negotiation.

As prescribed in 15.407(i), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS—NEGOTIATION (DEC 1989)

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.

(End of provision)

52.215-36 Late Submissions, Modifications, and Withdrawals of Proposals (Overseas).

As prescribed in 15.407(c)(9), insert the following provision:

LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (OVERSEAS) (AUG 1996)

(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 mail or, if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Government the late receipt was due solely to mishandling by the Government after receipt at the Government installation;
- (2) Was transmitted through an electronic commerce method authorized by the solicitation and was received by

received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

52.219-3—52.219-5 [Reserved]

52.219-6 Notice of Total Small Business Set-Aside.

As prescribed in 19.508(c), insert the following clause in solicitations and contracts involving total small business set-asides:

NOTICE OF TOTAL SMALL BUSINESS
SET-ASIDE (APR 1984)

(a) *Definition.*

"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 size standards in this solicitation.

(b) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

(End of clause)

Alternate 1 (OCT 1995). When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in the Federal market in accordance with 19.502-2(c), delete paragraph (c).

52.219-7 Notice of Partial Small Business Set-Aside.

As prescribed in 19.508(d), insert the following clause:

NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE
(OCT 1995)

(a) *Definitions.*

"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 size standards in this solicitation.

(b) *General.* (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evalu-

ated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected contractor(s).

(4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) *Agreement.* For the set-aside portion of the acquisition, a manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

(End of clause)

Alternate 1 (OCT 1995). When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in the Federal market in accordance with 19.502-2(c), delete paragraph (c).

52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.

As prescribed in 19.708(a), insert the following clause:

UTILIZATION OF SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS CONCERNS (OCT 1995)

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women 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

for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the _____ [insert name of contracting agency] the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the _____ [insert name of contracting agency] shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the _____ [insert name of contracting agency].

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the _____ [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

Alternate 1 (FEB 1990). In accordance with the prescription in 19.811-3(a), substitute the following paragraph (d) for paragraph (d) of the basic clause:

(d) That payments to be made under the contract will be deposited directly by the _____ [insert name of contracting activity] to a special bank account established by the subcontractor and that all disbursements will require approval and counter signature by the SBA or a third party approved by SBA.

52.219-12 Special 8(a) Subcontract Conditions.

As prescribed in 19.811-3(b), insert the following clause:

SPECIAL 8(a) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. _____ [insert number of contract] with the _____ [insert name of contracting agency] to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The _____ [insert name of subcontractor], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. _____ [insert number of contract] for the consideration stated

therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the _____ [insert name of contracting agency] with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the _____ [insert name of contracting agency].

(4) That it will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the _____ [insert name of contracting agency].

(End of clause)

Alternate 1 (FEB 1990). In accordance with the prescription in 19.811-3(b), delete paragraph (c) of the basic clause and add the following to paragraph (b):

(5) That, in accordance with section 301(b) of Pub. L. 100-656, it will establish a special account, at a bank insured by the Federal Deposit Insurance Corporation, under which (i) all payments under this subcontract will be deposited directly by the _____ [insert name of contracting activity] and (ii) all disbursements will be subject to approval and counter signature by the SBA or a third party approved by SBA.

(6) That it will make timely payment to all suppliers of material or labor.

(7) That it will notify all suppliers of material or labor and will obtain written acknowledgment from such suppliers, that the contract is exempt from the Miller Act's bonding requirement and that neither the SBA nor the _____ [insert name of contracting activity] are liable for payment to suppliers for materials or labor. Such acknowledgments must be provided to the SBA prior to SBA approval of disbursements to the contractor from the special bank account.

52.219-13 [Reserved]

52.219-14 Limitations on Subcontracting.

As prescribed in 19.508(e), insert the following clause:
LIMITATIONS ON SUBCONTRACTING (JAN 1991)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

scribed in the U.S. Criminal Code, 18 U.S.C. 1001.
(End of clause)

52.222-16 Approval of Wage Rates.

As prescribed in 22.407(b), insert the following clause:
APPROVAL OF WAGE RATES (FEB 1988)

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

(End of clause)

52.222-17 Labor Standards for Construction Work—Facilities Contracts.

As prescribed in 22.407(d), insert the following clause:
LABOR STANDARDS FOR CONSTRUCTION
WORK—FACILITIES CONTRACTS (FEB 1988)

(a) In the event that construction, alteration, or repair (including painting and decorating) of public buildings or public works is to be performed hereunder, the Contractor shall comply with the following listed clauses of the Federal Acquisition Regulation in performance of such work:

- (1) Contract Work Hours and Safety Standards Act—Overtime Compensation at 52.222-4.
- (2) Davis-Bacon Act at 52.222-6.
- (3) Withholding of Funds at 52.222-7.
- (4) Payrolls and Basic Records at 52.222-8.
- (5) Apprentices and Trainees at 52.222-9.
- (6) Compliance With Copeland Act Requirements at 52.222-10.
- (7) Subcontracts (Labor Standards) at 52.222-11.
- (8) Contract Termination—Debarment at 52.222-12.
- (9) Compliance with Davis-Bacon and Related Act Regulations at 52.222-13.
- (10) Disputes Concerning Labor Standards at 52.222-14.
- (11) Certification of Eligibility at 52.222-15.

(b) Upon determination by the Contracting Officer that the Davis-Bacon Act is applicable to any item of work to be performed hereunder, a determination of the prevailing wage rates shall be incorporated into the contract by modification.

(c) No construction, alteration, or repair (including painting and decorating) of public buildings or public

works shall be performed under this contract without incorporation of the wage determination unless the Contracting Officer authorizes the start of work because of unusual or emergency situations, in which case the wage determination shall be incorporated as soon as possible and made retroactive to the start of the work.

(End of clause)

52.222-18 Reserved.

52.222-19 Walsh-Healey Public Contracts Act Representation.

As prescribed in 22.610(a), insert the following provision in solicitations that will result in contracts covered by the Act. If the solicitation is a Request for Quotation, the terms "quoter" and "quote" may be substituted for "offeror" and "offer."

WALSH-HEALEY PUBLIC CONTRACTS ACT
REPRESENTATION (APR 1984)

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.

(End of provision)

(41 CFR 50-201.1)

52.222-20 Walsh-Healey Public Contracts Act.

As prescribed in 22.610(b), insert the following clause in solicitations and contracts covered by the Act:

WALSH-HEALEY PUBLIC CONTRACTS ACT
(APR 1984)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(R 7-103.17 1958 JAN)

(R 1-12.605)

52.222-21 Certification of Nonsegregated Facilities.

As prescribed in 22.810(a)(1), insert the following provision in solicitations when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity, and the

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.

(End of clause)

(R 7-103.18 1978 SEP)

(R 1-12.803-2)

(R 7-607.13 1978 SEP)

Alternate 1 (APR 1984). If one or more, but not all, of the terms of the clause are exempt from the requirements of EO 11246 (see 22.807(a)), the contracting officer shall add the following as a preamble to the clause:

Notice. The following terms of this clause are waived for this contract: [Contracting Officer shall list terms].

52.222-27 Affirmative Action Compliance Requirements for Construction.

As prescribed in 22.810(f), insert the following clause in solicitations and contracts for construction that will include the clause at 52.222-26, Equal Opportunity, and the amount of the contract is expected to be in excess of \$10,000:

AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)

(a) *Definitions.* "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Director," as used in this clause, means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means—

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each

- (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 name 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

(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.

(End of clause)

52.222-38 Reserved.

52.222-39 Reserved.

52.222-40 Service Contract Act of 1965, as Amended—Contracts of \$2,500 or Less.

As prescribed in 22.1005, insert the following clause:

**SERVICE CONTRACT ACT OF 1965, AS
AMENDED—CONTRACTS OF \$2,500 OR LESS
(MAY 1989)**

Except to the extent that an exemption, variation, or tolerance would apply if this contract were in excess of \$2,500, the Contractor and any subcontractor shall pay all employees working on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-206). Regulations and interpretations of the Service Contract Act of 1965, as amended, are contained in 29 CFR Part 4.

(End of clause)

52.222-41 Service Contract Act of 1965, as Amended.

As prescribed in 22.1006(a), insert the following clause:

**SERVICE CONTRACT ACT OF 1965, AS AMENDED
(MAY 1989)**

(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 the subcontractor, except in the term "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 ^{n/a}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 informa-

- (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 name 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

tion 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 the 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 under this subparagraph (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 the 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)(2) 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 or classes 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 this 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 clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts.* If this contract succeeds a contract subject to the Act 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 per-

forming 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 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 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 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

Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. 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 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 service 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)(ii) 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 these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the 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 without subsequent deduction (except as oth

or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) 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.

(End of clause)

52.222-49 Service Contract Act—Place of Performance Unknown.

As prescribed in 22.1006(f) and 22.1009-4(c), insert the following clause:

SERVICE CONTRACT ACT—PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: _____ (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by _____ (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.223-1 Clean Air and Water Certification.

As prescribed in 23.105(a), insert the following provision in solicitations containing the clause at 52.223-2, Clean Air and Water.

CLEAN AIR AND WATER CERTIFICATION (APR 1984)

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.

(End of provision)

52.223-2 Clean Air and Water.

As prescribed in 23.105(b), insert the following clause in solicitations and contracts to which Subpart 23.1 applies (see 23.101) if (a) the contract is expected to exceed \$100,000; (b) the contracting officer believes that orders under an indefinite quantity contract in any year will exceed \$100,000; or (c) 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)) or the Water Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency as a violating facility; and (d) the acquisition is not otherwise exempt under 23.104.

CLEAN AIR AND WATER (APR 1984)

(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 EPA 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 EPA, 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 EPA 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 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 EPA 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).

(End of clause)

52.223-3 Hazardous Material Identification and Material Safety Data.

As prescribed in 23.303, insert the following clause:

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 1991)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered

~~under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.~~

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

52.223-9

FEDERAL ACQUISITION REGULATION (FAR)

ITEM	ESTIMATED PERCENTAGE OF RECOVERED MATERIAL *
_____	_____
_____	_____

*In addition, for paper products, include the percentage of postconsumer material.

(b) Prospective offerors are cautioned that the Government will conclude that the percentage(s) of recovered materials to be used in products and services to be provided under any resulting contract shall be "0%" if the estimate(s) requested in this solicitation provision are left blank.

(c) Prospective offerors are further cautioned that estimated percentage(s) of recovered materials to be used in products and services to be provided under any resulting contract that are less than the requirements set forth in this solicitation may render a prospective offeror's offer nonresponsive.

(End of provision)

Alternate I (MAY 1995). As prescribed in 23.405(b)(2), use the basic provision and replace the words "EPA Designated Items" with "Agency Designated Items" in paragraph (a) of the basic provision.

Alternate II (MAY 1995). As prescribed in 23.405(b)(3), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a) By signing this offer, the offeror—

(1) Estimates that the total percentage(s) of recovered material for EPA Designated Items to be used in the products and services to be provided under the terms and specifications set forth in this solicitation shall be as follows:

ITEM	ESTIMATED PERCENTAGE OF RECOVERED MATERIAL *
_____	_____
_____	_____

*In addition, for paper products, include the percentage of postconsumer material.

(2) Estimates that the total percentage(s) of recovered material for Agency Designated Items to be used in the products and services to be provided under the terms and specifications set forth in this solicitation shall be as follows:

ITEM	ESTIMATED PERCENTAGE OF RECOVERED MATERIAL *
_____	_____
_____	_____

*In addition, for paper products, include the percentage of postconsumer material.

52.223-9 Certification of Percentage of Recovered Material Content for EPA Designated Items Used in Performance of the Contract.

As prescribed in 23.405(c), insert the following clause:
CERTIFICATION OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS USED IN PERFORMANCE OF THE CONTRACT
 (MAY 1995)

(a) As required under Section 6962 of the Solid Waste

Disposal Act, an officer or employee of the Contractor shall execute the following certification annually as required in paragraph (b) of this clause:

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the following minimum recovered material content for EPA Designated Items was actually used in the performance of this contract during the preceding Government fiscal year (October 1 - September 30, _____):

ITEM	PERCENTAGE OF RECOVERED MATERIAL CONTENT UTILIZED *	TOTAL DOLLAR AMOUNT OF ITEM USED
_____	_____	_____
_____	_____	_____

*In addition, for paper products, include the percentage of postconsumer material content utilized.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of certification)

(b) The Contractor shall submit this certification annually to _____ * _____ by November 1, for the previous Government fiscal year (October 1 through September 30).

*To be completed in accordance with agency procedures.

(End of clause)

52.223-10 Waste Reduction Program.

As prescribed in 23.706, insert the following clause:
WASTE REDUCTION PROGRAM (MAY 1995)

(a) *Definition.* "Waste reduction," as used in this clause, means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 12873, the Contractor shall **establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. Any such program shall comply with applicable Federal, state, and local requirements.**

(End of clause)

52.223-11 Ozone-Depleting Substances.

As prescribed in 23.804(a), insert the following clause:
OZONE-DEPLETING SUBSTANCES (MAY 1995)

(a) *Definitions.*

"Class I substance," as used in this clause, means any substance designated as class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform.

"Class II substance," as used in this clause, means any substance designated as class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, or containers of class I or class II ozone-depleting substances, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

(End of clause)

52.223-12 Refrigeration Equipment and Air Conditioners.

As prescribed in 23.804(b), insert the following clause:

REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

52.223-13 Certification of Toxic Chemical Release Reporting.

As prescribed in 23.907(a), insert the following provision:

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1995)

(a) The offeror, by signing this offer, certifies that—
(NOTE: The offeror must check the appropriate box(es).)

(1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently—

(i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023 (c).

(ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

(iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

(iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

(2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

(End of provision)

52.223-14 Toxic Chemical Release Reporting.

As prescribed in 23.907(b), insert the following clause:

TOXIC CHEMICAL RELEASE REPORTING (OCT 1995)

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract—

(1) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023 (c);

(2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

~~(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt—~~

(1) The Contractor shall ~~notify the Contracting Officer; and~~

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall—

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

(End of clause)

52.224-1 Privacy Act Notification.

As prescribed in 24.104, insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required ~~to design, develop, or operate~~ a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 Privacy Act.

As prescribed in 24.104, insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

PRIVACY ACT (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 redesign, 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 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.

(End of clause)

52.225-1 Buy American Certificate.

As prescribed in 25.109(a), insert the following provision:

BUY AMERICAN CERTIFICATE (DEC 1989)

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.

<i>Excluded End Products</i>	<i>Country of Origin</i>
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.....

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

52.225-2 Waiver of Buy American Act for Civil Aircraft and Related Articles.

As prescribed in 25.109(c), insert the following provision:

WAIVER OF BUY AMERICAN ACT FOR CIVIL AIRCRAFT AND RELATED ARTICLES (JAN 1996)

(a) "Civil aircraft and related articles," as used in this provision, means—

(1) All aircraft other than aircraft to be purchased for use by the Department of Defense or the U.S. Coast Guard;

(2) The engines (and parts and components for incorporation into the engines) of these aircraft;

(3) Any other parts, components, and subassemblies for incorporation into the aircraft; and

(4) Any ground flight simulators, and parts and components of these simulators, for use with respect to the aircraft, whether to be used as original or replacement equipment in the manufacture, repair, maintenance, rebuilding, modification, or conversion of the aircraft, and without regard to whether the aircraft or articles receive duty-free treatment under section 601(a)(2) of the Trade Agreements Act of 1979.

(b) The U.S. Trade Representative has waived applying the Buy American Act to the acquisition of civil aircraft and related articles (as defined in paragraph (a) of this clause) of countries or instrumentalities that are parties to the Agreement on Trade in Civil Aircraft. As of January 1, 1996, those countries and instrumentalities include Canada, the European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the

Netherlands, Portugal, Spain, Sweden, and the United Kingdom), Japan, Norway, Romania, and Switzerland.

(c) For the purpose of this waiver, an article is a product of a country or instrumentality only if—

(1) It is wholly the growth, product, or manufacture of that country or instrumentality; or

(2) In the case of an article that consists in whole or in part of materials from another country or instrumentality, it has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the articles from which it was so transformed.

(d) The waiver is subject to modification or withdrawal by the U.S. Trade Representative.

(End of provision)

52.225-3 Buy American Act—Supplies.

As prescribed in 25.109(d), insert the following clause:

BUY AMERICAN ACT—SUPPLIES (JAN 1994)

(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.

"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 FAR 25.105).

(End of clause)

52.225-4 [Reserved]

52.225-5 Buy American Act—Construction Materials.

As prescribed in 25.205, insert the following clause in

solicitations and contracts for construction inside the United States:

BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 1992)

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

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

"Construction material", as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material", as used in this clause, means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material 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 construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(3) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract. (The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended, and Subpart 25.2 of the FAR.)

(End of clause)

52.225-6 Balance of Payments Program Certificate.

As prescribed in 25.305(a), insert the following provision:

BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 1985)

(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 52-116 (FAC 90-36)

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.

(End of provision)

52.225-7 Balance of Payments Program.

As prescribed in 25.305(c), insert the following clause in solicitations and contracts for acquiring supplies or services for use outside the United States, unless one or more of the exceptions in 25.302(b) applies or the acquisition is made under the Trade Agreements Act of 1979 (see Subpart 25.4):

BALANCE OF PAYMENTS PROGRAM (APR 1984)

(a) This clause implements the Balance of Payments Program by providing a preference for domestic end products or services over foreign end products or services.

"Components", as used in this clause, means those articles, materials, and supplies directly incorporated 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 those that the agency determines are not mined, produced, or manufactured in the United States in sufficient reasonably available commercial quantities of a satisfactory quality shall be treated as domestic. Components of unknown origin shall be considered foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"Domestic services", as used in this clause, means services performed in the United States. If services provided

As prescribed in 25.605(b), the clause may be used in contracts of \$100,000 or less if such action is consistent with the policy in 25.602. When used in contracts of \$100,000 or less, paragraphs (b)(1) and (i)(2) shall be modified to reduce the dollar figure.

DUTY-FREE ENTRY (APR 1984)

(a) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for any duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(b) Except for supplies listed in the Schedule to be accorded duty-free entry, and except as provided under any other clause of this contract or in paragraph (c) of this clause, the following procedures apply:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation into end items to be delivered under this contract. The notice shall be furnished to the Contracting Officer at least 20 days before the importation and shall identify (i) the foreign supplies, (ii) the estimated amount of duty, and (iii) the country of origin.

(2) If the Contracting Officer determines that these supplies should be entered duty-free, the Contracting Officer shall notify the Contractor within 10 days.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(c) Paragraph (b) of this clause shall not apply to purchases of foreign supplies if (1) they are identical in nature with items purchased by the Contractor or any subcontractor in connection with its commercial business and (2) segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(d) The Contractor warrants that all supplies for which duty-free entry is to be claimed are intended to be delivered to the Government or incorporated into the end items to be delivered under this contract, and that duty shall be paid to the extent that these supplies, or any portion of them, are diverted to non-Governmental use, other than as scrap or salvage or as a result of a competitive sale authorized by the Contracting Officer.

(e) The Government agrees to execute any required duty-free entry certificates for items specified in this contract or approved by the Contracting Officer and to assist the Contractor in obtaining duty-free entry of the supplies.

(f) All shipping documents covering the supplies to be entered duty-free shall consign the shipments to the contracting agency in care of the Contractor and shall include

the delivery address of the Contractor (or contracting agency, if appropriate). The documents shall bear the following information:

(1) Government prime contract number.

(2) Identification of carrier.

(3) The notation "UNITED STATES GOVERNMENT, ___ [agency] ___, Duty-free entry to be claimed pursuant to Item No(s) ___ [from Tariff Schedules] ___, Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."

(4) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(5) Estimated value in United States dollars.

(g) The Contractor agrees to instruct the foreign supplier to consign the shipment as specified in (f) of this clause, to mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency, and to accompany the shipment with at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(h) The Contractor agrees to notify in writing the cognizant contract administration office immediately upon notification from the Contracting Officer that duty-free entry will be accorded (or, if the duty-free supplies were listed in the contract Schedule, upon award by the Contractor to the overseas supplier). The notice shall identify (1) the foreign supplies, (2) the country of origin, (3) the contract number, and (4) the scheduled delivery date(s).

(i) The Contractor agrees to insert the substance of this clause in any subcontract under which—

(1) There will be imported into the customs territory of the United States supplies identified in the Schedule as supplies to be accorded duty-free entry; or

(2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

(End of clause)

52.225-11 Restrictions on Certain Foreign Purchases.

As prescribed in 25.704, insert the following clause in solicitations and contracts:

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAY 1992)

(a) 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;

(FAC 90-36) 52-118.1

52.225-14

FEDERAL ACQUISITION REGULATION (FAR)

(2) Any supplies that are or were located in or transported from or through North Korea, Vietnam, Cambodia, or Cuba; or

(3) Arms, ammunition, or military vehicles produced in South Africa, or manufacturing data for such articles.

(b) 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.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

52.225-12—52.225-13 [Reserved]

52.225-14 Inconsistency Between English Version and Translation of Contract.

As prescribed at 25.902, insert the following clause:

INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (AUG 1989)

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

(End of clause)

52.225-15 Buy American Act—Construction Materials under Trade Agreements Act and North American Free Trade Agreement.

As prescribed in 25.205(b)(1), insert the following clause:

BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (JAN 1996)

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

“Components” means those articles, materials, and supplies incorporated directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

“Designated country construction material” means a construction material that (a) is wholly the growth, product, or manufacture of a designated country (as defined at FAR 52-118.2

25.401), or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

“Domestic construction material” means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material 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 construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(3) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

“North American Free Trade Agreement (NAFTA) country” means Canada or Mexico.

“NAFTA country construction material” means a construction material that (a) is wholly the growth, product, or manufacture of a NAFTA country, or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic material. In addition, the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) provide that designated country and NAFTA construction materials are exempted from application of the Buy American Act.

(c) The Contractor agrees that only domestic construction materials, NAFTA country construction materials or designated country construction materials will be used by the Contractor, subcontractors, material men and suppliers in the performance of this contract, except for other foreign construction materials, if any, listed in this contract.

(End of clause)

Alternate 1 (JAN 1996). As prescribed in 25.205(b)(2), substitute the following paragraphs (b) and (c) in place of paragraphs (b) and (c) of the basic clause:

(b) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic material. In addition, the North American Free Trade Agreement (NAFTA) provides that NAFTA construction materials are exempted from application of the Buy American Act.

(c) The Contractor agrees that only domestic construction materials or NAFTA country construction materials will be used by the Contractor, subcontractors, material men and suppliers in the performance of this contract, except for other foreign construction materials, if any, listed in this contract.

52.225-16—52.225-17 [Reserved]

UTILIZATION OF INDIAN ORGANIZATIONS AND
INDIAN-OWNEDECONOMIC ENTERPRISES
(AUG 1991)

(a) This clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause entitled, Small Business and Small Disadvantaged Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) Definitions. As used in this clause:

"Indian organization" means the governing body of any Indian tribe (as defined by 25 U.S.C. 1452(c)) or entity established or recognized by the governing body for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises the (25 U.S.C. 1544) maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contractor may rely on the written representation of the Indian organization or Indian-owned economic enterprise.

(2) If the cost of subcontracting with an Indian organization or Indian-owned economic enterprise exceeds the cost of acquiring the supplies or services from a non-Indian source, the Contractor may request an adjustment to the following:

- (i) The estimated cost of a cost-type contract;
- (ii) The target cost of a cost-plus-incentive-fee prime contract;
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract; or
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be the lesser of—

- (i) The difference between the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or enterprise and the corresponding estimated cost, target cost or firm-fixed-price which would have been included in a subcontract with the otherwise low, non-Indian offeror; or

- (ii) Five percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer shall decide the amount of the adjustment and modify the contract accordingly. The

Contracting Officer's decision is final and not subject to the Disputes clause of this contract.

(End of clause).

52.227-1 Authorization and Consent.

As prescribed at 27.201-2(a), insert the following clause:

AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions 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 clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

Alternate I (APR 1984). The following is substituted for paragraph (a) of the clause:

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(R 7-302.21 1964 MAR)

Alternate II (APR 1984). The following is substituted for paragraph (a) of the clause:

(a) The Government authorizes and consents to all use and manufacture in the performance of any order at any tier or subcontract at any tier placed under this contract for communication services and facilities for which rates, charges, and tariffs are *not* established by a government regulatory body, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with

52.227-2

FEDERAL ACQUISITION REGULATION (FAR)

specifications or written provisions forming a part of this contract or with specific written instructions given by the Contracting Officer directing the manner of performance.
(R 7-1702.5(a) 1971 APR)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.

As prescribed at 27.202-2, insert the following clause:
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APR 1984)

(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 under this contract, 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) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)
(R 7-103.23 1965 JAN)

52.227-3 Patent Indemnity.

Insert the following clause as prescribed at 27.203-1(b), 27.203-2(a), or 27.203-4(a)(2) as applicable:

PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This 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 its defense. Further, this indemnity shall not apply

to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)
(R 7-104.5 1975 JUN)

Alternate I (APR 1984). The following paragraph (c) is added to the clause:

(c) This patent indemnification shall not apply to the following items:

[Contracting Officer list and/or identify the items to be excluded from this indemnity.]

(R 7-104.5(a) 1964 SEP)

Alternate II (APR 1984). The following paragraph (c) is added to the clause:

(c) This patent indemnification shall cover the following items:

[List and/or identify the items to be included under this indemnity.]

(R 7-104.5(a) 1964 SEP)

Alternate III (JUL 1995). The following paragraph is added to the clause:

() As to subcontracts at any tier for communication service, this clause shall apply only to individual communication service authorizations over the simplified acquisition threshold issued under this contract and covering those communications services and facilities (1) that are or have been sold or offered for sale by the Contractor to the public, (2) that can be provided over commercially available equipment, or (3) that involve relatively minor modifications.

52.227-4 Patent Indemnity—Construction Contracts.

As prescribed at 27.203-5, insert the following clause:

PATENT INDEMNITY—CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of

gations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(i) *Preference for United States industry.* Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Government upon a showing by the Contractor or 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.

(End of clause)

Alternate I (JUN 1989). As prescribed in 27.303(c)(3), add the following sentence at the end of subdivision (c)(1)(i) of the basic clause:

The license will include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements:

[*Contracting Officer complete with the names of applicable existing treaties or international agreements. The above language is not intended to apply to treaties or agreements that are in effect on the date of the award but are not listed.]

Alternate II (JUN 1989). As prescribed in 27.303(c)(3), add the following sentence at the end of subdivision (c)(1)(i) of the basic clause:

The agency reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract, and effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals, and international organizations under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

52.227-14 Rights in Data—General.

As prescribed in 27.409(a), insert the following clause with any appropriate alternates:

52-134

RIGHTS IN DATA—GENERAL (JUN 1987)

(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, formulae, and flow charts of the software.

"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.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"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.

"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.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"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.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause 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 of 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) of this clause.

(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) of this clause;

(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) of this clause;

(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) of this clause; 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) of this clause.

(c) *Copyright.* (1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, 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 acknowledgment 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 computer 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 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; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause 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 copyright 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 in this paragraph of this clause 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.

(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 subparagraph (g)(2) or (g)(3) of this clause 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;

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 copy-
righted computer 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 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; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause 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 copyright 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 in this paragraph of this clause 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.

(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 subparagraph (g)(2) or (g)(3) of this clause 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 cancelling or ignoring the markings.

(1) 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.

(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 of 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) of this clause.

(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) of this clause;

(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) of this clause;

(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) of this clause; 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) of this clause.

(c) *Copyright.* (1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, 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 acknowledgment 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

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.

(End of clause)

52.227-18 Rights in Data—Existing Works.

As prescribed in 27.409(j), insert the following clause:

RIGHTS IN DATA—EXISTING WORKS (JUN 1987)

(a) Except as otherwise provided in this contract, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government, for all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

(b) 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 (1) 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 (2) 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; and do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause).

52.227-19 Commercial Computer Software—Restricted Rights.

As prescribed in 27.409(k), insert the following clause:

COMMERCIAL COMPUTER SOFTWARE—

RESTRICTED RIGHTS (JUN 1987)

(a) As used in this clause, "restricted computer software" means any computer program, computer data base, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or privileged, or is published and copyrighted.

(b) Notwithstanding any provisions to the contrary contained in any Contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this purchase order/contract, and irrespective of whether any such agreement has been proposed prior to or after issuance of this purchase order/contract or of the fact that such agreement may be affixed to or accom-

pany the restricted computer software upon delivery, vendor agrees that the Government shall have the rights that are set forth in paragraph (c) of this clause to use, duplicate or disclose any restricted computer software delivered under this purchase order/contract. The terms and provisions of this contract, including any commercial lease or license agreement, shall be subject to paragraph (c) of this clause and shall comply with Federal laws and the Federal Acquisition Regulation.

(c)(1) The restricted computer software delivered under this contract may not be used, reproduced or disclosed by the Government except as provided in subparagraph (c)(2) of this clause or as expressly stated otherwise in this contract.

(2) The restricted computer software may be—

(i) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(ii) Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to same restrictions set forth in this purchase order/contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this purchase order/contract; and

(vi) Used or copied for use in or transferred to a replacement computer.

(3) If the restricted computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in subparagraph (c)(2) of this clause unless expressly stated otherwise in this purchase order/contract.

(4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any restricted computer software delivered under this purchase order/contract; or, if the vendor does not, the Government has the right to do so: "Notice—Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract (or Purchase Order) No. _____."

(d) If any restricted computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Government in accordance with sub-

defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

(End of clause)
(R 7-104.2(b) 1968 JUL)

52.228-5 Insurance—Work on a Government Installation.

As prescribed in 28.310, insert the following clause:

INSURANCE—WORK ON A GOVERNMENT INSTALLATION (SEP 1989)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-6 Insurance—Immunity From Tort Liability.

As prescribed in 28.311-1, insert the following provision:

INSURANCE—IMMUNITY FROM TORT LIABILITY (APR 1984)

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, and includes in its offer a representation to that effect, the clause at 52.228-7, Insurance—Liability to Third Persons, will be included in the contract.

(a) With its Alternate I, if the offeror represents that it is partially immune from tort liability to third persons as a State agency or as a charitable institution; or

(b) With its Alternate II, if the offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution.

(End of provision)
(NM)

52.228-7 Insurance—Liability to Third Persons.

As prescribed in 28.311-2, insert the following clause:

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 or 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 prop-

effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(End of clause)

(R 7-901.6 1972 MAY)

Alternate I (APR 1984). If the nature of the work to be performed requires the contractor to furnish material that is regularly sold to the general public in the normal course of business by the contractor, and the price is under the limitations prescribed in 16.601(b)(3), add the following subparagraph (4) to paragraph (b) of the basic clause:

(b)(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; *provided*, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer

for the same item in like quantity, or the current market price, whichever is lower.

(AV 7-901.6 1972 MAY)

Alternate II (JAN 1986). If a labor-hour contract is contemplated, and if no specific reimbursement for materials furnished is intended, the Contracting Officer may add the following paragraph (h) to the basic clause:

(h) The terms of this clause that govern reimbursement for materials furnished are considered to have been deleted.

52.232-8 Discounts for Prompt Payment.

As prescribed in 32.111(c)(1), insert the following clause:

DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(End of clause)

52.232-9 Limitation on Withholding of Payments.

As prescribed in 32.111(c)(2), insert a clause substantially as follows, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a supply contract, service contract, time-and-materials contract, labor-hour contract, or research and development contract is contemplated that includes two or more terms authorizing the temporary withholding of amounts otherwise payable to the contractor for supplies delivered or services performed:

LIMITATION ON WITHHOLDING OF PAYMENTS

(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) The recovery of overpayments; and

(d) Any other withholding for which the Contracting

Officer determines that this limitation is inappropriate.

(End of clause)

(R 7-104.21 1958 SEP)

(R 7-403.12 1959 FEB)

52.232-10 Payments under Fixed-Price Architect-Engineer Contracts.

As prescribed in 32.111(d)(1), insert the following clause:

PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Contractor under this contract which meet the standards of quality established under this contract. The estimates shall be prepared by the Contractor and accompanied by any supporting data required by the Contracting Officer.

(b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable, of 90 percent of the approved amount, less all previous payments; *provided*, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the Contracting Officer may release the excess amount to the Contractor.

(c) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer of the work done by the Contractor under the "Statement of Architect-Engineer Services", the Contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and final acceptance of the construction work, the Contractor shall be paid any unpaid balance of money due under this contract.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to

the Changes clause, or funding and other administrative changes.

(End of clause)

52.232-11 Extras.

As prescribed in 32.111(d)(2), insert the following clause, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, fixed-price service contract, or transportation contract is contemplated:

EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

(V 7-103.3 1949 JUL)

(V 1-7.102-3)

52.232-12 Advance Payments.

As prescribed in 32.412(a), insert the following clause in solicitations and contracts under which the Government will provide advance payments, except as provided in 32.412(b):

ADVANCE PAYMENTS (APR 1984)

(a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, [*Insert the name of the office designated under agency procedures*], or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$ If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) *Special bank account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special bank account with the [*Insert the name of the bank*]. None of the funds in the special bank account shall be mingled with other funds of the Contractor. Withdrawals from the special bank account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

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

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

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

Alternate II (AUG 1987). If the contract is a letter contract, add paragraphs (l) and (m). The amount specified in paragraph (m) shall not exceed 80 percent applied to the maximum liability of the Government under the letter contract. Separate limits may be specified for separate parts of the work.

(l) Progress payments made under this letter contract shall, unless previously liquidated under paragraph (b) of this clause, be liquidated under the following procedures:

(1) If this letter contract is superseded by a definitive contract, unliquidated progress payments made under this letter contract shall be liquidated by deducting the amount from the first progress or other payments made under the definitive contract.

(2) If this letter contract is not superseded by a definitive contract calling for the furnishing of all or part of the articles or services covered under the letter contract, unliquidated progress payments made under the letter contract shall be liquidated by deduction from the amount payable under the Termination clause.

(3) If this letter contract is partly terminated and partly superseded by a contract, the Government shall allocate the unliquidated progress payments to the terminated and unterminated portions as the Government deems equitable, and shall liquidate each portion under the relevant procedure in subparagraphs (l)(1) and (l)(2) of this clause.

(4) If the method of liquidating progress payments provided in this clause does not result in full liquidation, the Contractor shall immediately pay the unliquidated balance to the Government on demand.

(m) The amount of unliquidated progress payments shall not exceed (*specify dollar amount*).

52.232-17 Interest.

As prescribed in 32.617(a) and (b), insert the following clause:

INTEREST (JAN 1991)

(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.

(End of clause)

52.232-18 Availability of Funds.

As prescribed in 32.705-1(a), insert the following clause in solicitations and contracts if the contract will be chargeable to funds of the new fiscal year and the contracting action is to be initiated before the funds are available:

AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(SS 7-104.91(a) 1962 SEP)

in solicitations and contracts for consolidated facilities, facilities acquisition, or facilities use (see 45.301):

LIMITATION OF COST (FACILITIES) (APR 1984)

(a) The parties estimate that performance of this contract will not cost Government more than the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule within the estimated cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that—

(1) The costs that the Contractor expects to incur under this contract in the next 30 days, when added to all costs previously incurred, will exceed 85 percent of the estimated cost specified in the Schedule; or

(2) The total cost to the Government for the performance of this contract will be either greater or substantially less than had previously been 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 the estimated cost 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.

(e) No notice, communication, or representation in any form other than specified in paragraph (d)(2) of this clause, 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, 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 or 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.

(End of clause)

(R 7-702.11)

52-178 (FAC 90-8)

52.232-22 Limitation of Funds.

As prescribed in 32.705-2(c), insert the following clause in solicitations and contracts if an incrementally funded cost-reimbursement contract is contemplated. The 60-day period may be varied from 30 to 90 days and the 75 percent from 75 to 85 percent. "Task Order" or other appropriate designation may be substituted for "Schedule" wherever that word appears in the clause.

LIMITATION OF FUNDS (APR 1984)

(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 for 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 agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract

(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.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items.

As prescribed in 32.206(b)(2), insert the following clause:

TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (OCT 1995)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions—Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) *Reservation of rights.* (1) No payment or other action

by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-30 Installment Payments for Commercial Items.

As prescribed in 32.206(g), insert the following clause:

INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS (OCT 1995)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing installment payment as specified in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Computation of amounts.* Installment payment financing shall be paid to the Contractor when requested for each separately priced unit of supply (but not for services) of each contract line item in amounts approved by the Contracting Officer pursuant to this clause.

(1) *Number of installment payments for each contract line item.* Each separately priced unit of each contract line item is authorized a fixed number of monthly installment payments. The number of installment payments authorized for each unit of a contract line item is equal to the number of months from the date of contract award to the

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business:

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.233-1 Disputes.

As prescribed in 33.215, insert the following clause:

DISPUTES (OCT 1995)

(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 \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. 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, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim 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)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim.

(A) Exceeding \$100,000;
(B) Regardless of the amount claimed when

(1) Arbitration conducted pursuant to 5 U.S.C.

Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 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 \$100,000, 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) If the 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 ADR. If the Contractor refuses an offer for alternative dispute resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, the Contractor shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with the

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. 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 the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.236-7 Permits and Responsibilities.

As prescribed in 36.507, insert the following clause:
PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 Other Contracts.

As prescribed in 36.508, insert the following clause:
OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

As prescribed in 36.509, insert the following clause:
**PROTECTION OF EXISTING VEGETATION,
 STRUCTURES, EQUIPMENT, UTILITIES, AND
 IMPROVEMENTS (APR 1984)**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the

work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 Operations and Storage Areas.

As prescribed in 36.510, insert the following clause:
OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 Use and Possession Prior to Completion.

As prescribed in 36.511, insert the following clause:
**USE AND POSSESSION PRIOR TO COMPLETION
 (APR 1984)**

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any

REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

(End of clause)
(R 7-608.6 1972 APR)

52.236-26 Preconstruction Conference.

As prescribed in 36.522, insert the following clause:
PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.236-27 Site Visit (Construction).

As prescribed in 36.523, insert a provision substantially the same as the following:

SITE VISIT (CONSTRUCTION)(FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: _____

Address: _____

Telephone: _____

(End of provision)

Alternate 1 (FEB 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for—

[Insert date and time]

(c) Participants will meet at—

[Insert location]

(End of provision)

52.237-1 Site Visit.

As prescribed in 37.105(a), insert the following provision:

SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect

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

(End of provision)
(R 7-2003.39 1969 OCT)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation.

As prescribed in 37.110(b), insert the following clause in solicitations and contracts for services to be performed on Government installations, unless a construction contract is contemplated:

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.

(End of clause)
(R 7-104.63 1968 FEB)

52.237-3 Continuity of Services.

As prescribed in 37.110(c), insert the following clause:
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 employ-

ees 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.

(End of clause)

52.237-4 Payment by Government to Contractor.

As prescribed in 37.304(a), insert the following clause in solicitations and contracts solely for dismantling, demolition, or removal of improvements whenever the contracting officer determines that the Government shall make payment to the contractor in addition to any title to property that the contractor may receive under the contract:

PAYMENT BY GOVERNMENT TO CONTRACTOR (APR 1984)

(a) In [insert "full" if Alternate 1 is used; otherwise insert "partial"] consideration of the performance of the work called for in the Schedule, the Government will pay to the Contractor [fill in amount].

(b) The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. Except as provided in paragraph (c) below, in making progress payments the Contracting Officer shall retain 10 percent of the estimated payment until final completion and acceptance of the contract work. However, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer may authorize such payment in full, without retaining a percentage. Also, on completion and acceptance of each unit or division for which the price is stated separately, the Contracting Officer may authorize full payment for that unit or division without retaining a percentage.

(c) When the work is substantially completed, the Contracting Officer shall retain an amount considered adequate for the protection of the Government and, at the Contracting Officer's discretion, may release all or a portion of any excess amount.

(d) In further consideration of performance, the Contractor shall receive title to all property to be dismantled or demolished that is not specifically designated as being retained by the Government. The title shall vest in the Contractor immediately upon the Government's issuing the notice of award, or if a performance bond is to be furnished after award, upon the Government's issuance of a notice to proceed with the work. The Government shall not be responsible for the condition of, or any loss or damage to, the property. If the Contractor does not wish to remove from the site any of the property acquired, the Contracting Officer may, upon written request, grant the Contractor permission to leave the property on the premises. As a condition to the granting of this permission, the Contractor agrees to waive

any right, title, claim, or interest in and to the property.

(e) Upon completion and acceptance of all work and receipt of a properly executed voucher, the Government shall make final payment of the amount due the Contractor under this contract. If requested, the Contractor shall release all claims against the Government arising under this contract, other than any claims the Contractor specifically excepts, in stated amounts, from operation of this release.

(End of clause)

(R 7-2101.3(a) 1976 OCT)

Alternate 1 (APR 1984). If the contracting officer determines that the Government shall retain all material resulting from the dismantling or demolition work, delete paragraph (d) from the basic clause and renumber the remaining paragraphs.

(R 7-2101.3(a) 1976 OCT)

52.237-5 Payment by Contractor to Government.

As prescribed in 37.304(b), insert the following clause in solicitations and contracts for dismantling, demolition, or removal of improvements whenever the contractor is to receive title to dismantled or demolished property and a net amount of compensation is due to the Government, except if the contracting officer determines that it would be advantageous to the Government for the contractor to pay in increments and the Government to transfer title to the contractor for increments of property only upon receipt of those payments:

PAYMENT BY CONTRACTOR TO GOVERNMENT (APR 1984)

(a) The Contractor shall receive title to all property to be dismantled, demolished, or removed under this contract and not specifically designated in the Schedule as being retained by the Government. The title shall vest in the Contractor immediately upon the Government's issuing the notice of award, or if a performance bond is to be furnished, upon the Government's issuing a notice to proceed with the work. The Government shall not be responsible for the condition of, or any loss or damage to, the property.

(b) The Contractor shall promptly remove from the site all property acquired by the Contractor. The Government shall not permit storage of property on the site beyond the completion date. If the Contractor does not wish to remove from the site any of the property acquired, the Contracting Officer may, upon written request, grant the Contractor permission to leave the property on the premises. As a condition of the granting of the permission, the Contractor agrees to waive any right, title, claim, or interest in and to the property.

(c) The Contractor shall perform the work called for under this contract and within days of receipt of notice of award, unless otherwise provided in the Schedule and before proceeding with the work, shall pay [fill in amount]. Checks shall be made payable to the office designated in the contract and shall be forwarded to the Contracting Officer.

(End of clause)

(R 7-2101.3(b) 1976 OCT)

agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

52.241-10 Termination Liability.

As prescribed in 41.501(d)(4), insert a clause substantially the same as the following:

TERMINATION LIABILITY (FEB 1995)

(a) If the Government discontinues utility service under this contract before completion of the facilities cost recovery period specified in paragraph (b) of this clause, in consideration of the Contractor furnishing and installing at its expense, the new facility described herein, the Government shall pay termination charges, calculated as set forth in this clause.

(b) *Facility cost recovery period.* The period of time, not exceeding the term of this contract, during which the net cost of the new facility, shall be recovered by the Contractor is—

_____ months. [*Insert negotiated duration.*]

(c) *Net facility cost.* The cost of the new facility, less the agreed upon salvage value of such facility, is—

\$_____. [*Insert appropriate dollar amount.*]

(d) *Monthly facility cost recovery rate.* The monthly facility cost recovery rate which the Government shall pay the Contractor whether or not service is received is—

\$_____. [*Divide the net facility cost in paragraph (c) of this clause by the facility's cost recovery period in paragraph (b) of this clause and insert the resultant figure.*]

(e) *Termination charges.* Termination charges = \$[*Multiply the remaining months of the facility's cost recovery period specified in paragraph (b) of this clause by the monthly facility cost recovery rate in paragraph (d) of this clause and insert the resultant figure.*]

(f) If the Contractor has recovered its capital costs at the time of termination there will be no termination liability charge.

(End of clause)

52.241-11 Multiple Service Locations.

As prescribed in 41.501(d)(5), insert a clause substantially the same as the following:

MULTIPLE SERVICE LOCATIONS (FEB 1995)

(a) At any time by written order, the Contracting Officer may designate any location within the service area of the Contractor at which utility service shall commence or be discontinued. Any changes to the service specifications shall be made a part of the contract by the issuance of a contract modification to include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

52-202.4 (FAC 90-31)

(b) The applicable monthly charge specified in this contract shall be equitably prorated from the period in which commencement or discontinuance of service at any service location designated under the Service Specifications shall become effective.

(End of clause)

52.241-12 Nonrefundable, Nonrecurring Service Charge.

As prescribed in 41.501(d)(6), insert a clause substantially the same as the following:

NONREFUNDABLE, NONRECURRING SERVICE CHARGE (FEB 1995)

As provided herein, the Government will pay a nonrefundable, nonrecurring charge when the rules and regulations of a Contractor require that a customer pay (1) a charge for the initiation of service, (2) a contribution in aid of construction, or (3) a nonrefundable membership fee. This charge may be in addition to or in lieu of a connection charge. Therefore, there is hereby added to the Contractor's schedule a nonrefundable, nonrecurring charge for _____ in the amount of \$ _____ dollars payable. [*Specify dates or schedules.*]

(End of clause)

52.241-13 Capital Credits.

As prescribed in 41.501(d)(7), insert a clause substantially the same as the following:

CAPITAL CREDITS (FEB 1995)

(a) The Government is a member of the _____ [*insert cooperative name*], and as any other member, is entitled to capital credits consistent with the bylaws of the cooperative, which states the obligation of the Contractor to pay capital credits and which specifies the method and time of payment.

(b) The Contractor shall furnish to the Contracting Officer, or the designated representative of the Contracting Officer, in writing, on an _____ basis [*insert period of time*] a list of accrued credits by contract number, year, and delivery point.

(c) Payment of capital credits will be made by check, payable to the _____ [*insert agency name*], and forwarded to the Contracting Officer at _____ [*insert agency address*], unless otherwise directed in writing by the Contracting Officer. Checks shall cite the current or last contract number and indicate whether the check is partial or final payment for all capital credits accrued.

(End of clause)

52.242-1 Notice of Intent to Disallow Costs.

As prescribed in 42.802, insert the following clause in solicitations and contracts when a cost-reimbursement contract, a fixed-price incentive contract, or a contract providing for price redetermination is contemplated:

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.

(End of clause)

(R 7-203.35 1978 AUG)

52.242-2 Production Progress Reports.

As prescribed in 42.1107(a), insert the following clause:

PRODUCTION PROGRESS REPORTS (APR 1991)

(a) The Contractor shall prepare and submit to the Contracting Officer the production progress reports specified in the contract Schedule.

(b) During any delay in furnishing a production progress report required under this contract, the Contracting Officer may withhold from payment an amount not exceeding \$25,000 or 5 percent of the amount of this contract, whichever is less.

(End of clause)

52.242-3 Penalties for Unallowable Costs.

As prescribed in 42.709-6, use the following clause:

PENALTIES FOR UNALLOWABLE COSTS

(OCT 1995)

(a) *Definition.* "Proposal," as used in this clause, means either—

(1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which—

(i) Relates to any payment made on the basis of billing rates; or

(ii) Will be used in negotiating the final contract price; or

(2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.

(b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. 256, as applicable, which is implemented in Section 42.709 of the Federal

Acquisition Regulation (FAR).

(c) The Contractor shall not include in any proposal any cost which is unallowable, as defined in Part 31 of the FAR, or an executive agency supplement to Part 31 of the FAR.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to—

(1) The amount of the disallowed cost allocated to this contract; plus

(2) Simple interest, to be computed—

(i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and

(ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.).

(g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.

(h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

(End of clause)

52.242-4 Certification of Indirect Costs.

As prescribed in 42.703-2(f), insert the following clause:

CERTIFICATION OF INDIRECT COSTS (OCT 1995)

(a) The Contractor shall—

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, shall result in payment of indirect costs at rates unilaterally established by the Government.

52.242-10

FEDERAL ACQUISITION REGULATION (FAR)

(c) The certificate of indirect costs shall read as follows:
CERTIFICATE OF INDIRECT COSTS

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
 2. All costs included in this proposal (*identify proposal and date*) to establish billing or final indirect cost rates for (*identify period covered by rate*) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR or its supplements, including, but not limited to: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and goodwill; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare under penalty of perjury that the foregoing is true and correct.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

(End of clause)

52.242-5 through 52.242-9 [Reserved]

52.242-10 F.o.b. Origin—Government Bills of Lading or Prepaid Postage.

As prescribed in 42.1404-2(a), insert the following clause in solicitations and contracts when f.o.b origin shipments are to be made using Government bills of lading or prepaid postage:

F.O.B. ORIGIN—GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)

(a) F.o.b. origin shipments shall be made on Government bills of lading, or, if the supplies are mailable, via the U.S. Postal Service or a foreign postal system, as appropriate, with postage costs prepaid by the Contractor. Any direct charge for postage costs shall be listed as a separate item on invoices for the supplies shipped. Use of agency official indicia mail by

Contractors is not authorized. Quantities shall not be divided into mailable lots for the express purpose of avoiding movement by other modes of transportation.

(b) If Government bills of lading are not furnished with the contract or applicable ordering document, the Contractor shall obtain them from the Contracting Officer or designated representative.

(c) Unless otherwise directed, the Contractor shall address overseas parcel post to an ultimate DOD consignee in care of a designated Army, Air Force, or Navy (fleet) post office and not to, or in care of, a transportation officer, or other activity at a CONUS water or aerial terminal for transshipment.

(End of clause)

(R 7-104.85(a) 1977 DEC)

52.242-11 F.o.b. Origin—Government Bills of Lading or Indicia Mail.

As prescribed in 42.1404-2(b), insert the following clause:

F.O.B. ORIGIN—GOVERNMENT BILLS OF LADING OR INDICIA MAIL (FEB 1993)

(a) F.o.b. origin shipments shall be made on Government bills of lading, or, if the supplies are mailable, via the U.S. Postal System, using "Penalty Permit Imprint" indicia labels.

(b) If Government bills of lading are not furnished with the contract or applicable ordering document, the Contractor shall obtain them from the Contracting Officer or designated representative.

(c) Unless otherwise directed, the Contractor shall address overseas parcel post to an ultimate DOD consignee in care of a designated Army, Air Force, or Navy (fleet) post office and not to, or in care of, a transportation officer, or other activity at a CONUS water or aerial terminal for transshipment.

(End of clause)

52.242-12 Report of Shipment (REPSHIP).

As prescribed in 42.1406-2, insert the following clause:
REPORT OF SHIPMENT (REPSHIP) (JUL 1995)

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing

20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a "Report of Shipment" or "REPSHIP FOR T.O."

Message Example:

REPSHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER
DEFENSE DEPOT, MEMPHIS, TENN.
SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS
MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE,
VIA XX-YY*

IN CAR NO. XX 123456**-GBL***-C98000031*****
CONTRACT DLA ETA*****-JUNE 5 JONES &
CO., JERSEY CITY, N.J.

* Name of rail carrier, trucker, or other carrier.

** Vehicle identification.

*** Government bill of lading.

**** If not shipped by GBL, identify lading document and state whether paid by contractor.

***** Estimated time of arrival.

(End of clause)

52.242-13 Bankruptcy.

As prescribed in 42.903, insert the following clause:

BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, 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.

(End of clause)

52.242-14 Suspension of Work.

As prescribed in 42.1305(a), insert the following clause

in solicitations and contracts when a fixed-price construction or architect-engineer contract is contemplated:

SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.242-15 Stop-Work Order.

As prescribed in 42.1305(b), insert the following clause. The "90-day" period stated in the clause may be reduced to less than 90 days.

STOP-WORK ORDER (AUG 1989)

(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 incurrance 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 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

(6) Amount of Government-furnished property.

Alternate V (APR 1984). If the requirement is for research and development and it is desired to include the clause, substitute the following subparagraphs (a)(1) and (a)(3) and paragraph (b) for subparagraphs (a)(1) and (a)(3) and paragraph (b) of the basic clause:

(1) Drawings, designs, or specifications.

(3) Place of inspection, delivery, or acceptance.

(b) If any such change causes an increase or decrease in the cost of, or time required for, performing this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in (1) the contract price, the time of performance, or both; and (2) other affected terms of the contract, and shall modify the contract accordingly.

52.243-2 Changes—Cost-Reimbursement.

As prescribed in 43.205(b)(1), insert the following clause. The 30-day period may be varied according to agency procedures.

CHANGES—COST-REIMBURSEMENT (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) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes 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.

52.243-4

FEDERAL ACQUISITION REGULATION (FAR)

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.

(End of clause)

52.243-4 Changes.

As prescribed in 43.205(d), insert the following clause:

The 30-day period may be varied according to agency procedures.

CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes—

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; *Provided*, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-5 Changes and Changed Conditions.

As prescribed in 43.205(e), insert the following clause:
CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless—

- (1) The Contractor has submitted and the Contracting Officer has received the required written notice; or
- (2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.243-6 Change Order Accounting.

As prescribed in 43.205(f), the contracting officer may insert a clause, substantially the same as follows:

CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor for each change or a f n g d y h 4 r f l o h

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) 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;

(v) The extent, if any, 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 subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) 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.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(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 acceptability of any subcontract price or of any amount paid under any subcontract, 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 subcontracts shall not exceed the fee limitations in subsection 15.903(d) of the Federal Acquisition Regulation (FAR).

(h) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(End of clause)

Alternate 1 (APR 1984). If the Contracting Officer elects to delete the requirement for advance notification of, or consent to, any subcontracts that were evaluated during

negotiations (this election is not authorized for acquisition of major systems and subsystems or their components), add the following paragraph (i) to the basic clause:

(i) Paragraphs (b) and (c) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [*list subcontracts*]

52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts).

As prescribed in 44.204(b), insert the following clause:
SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (MAR 1996)

(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 \$25,000 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 \$25,000, 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 in paragraph (b)(2) of this clause.

(2)(i) A description of the supplies to be

(ii) Identification of the proposed subcontractor to be

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The subcontractor's current 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

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 considerations 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) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall ~~obtain the Contracting Officer's written consent before placing subcontracts identified below:~~

(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 52-210 (FAC 90-37)

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.

(End of clause)

Alternate 1 (JUL 1995). If the contracting office is in DoD, the Coast Guard, or NASA, substitute the following subparagraph (a)(2) for subparagraph (a)(2) of the basic clause:

(a)(2) The proposed subcontract is fixed-price and exceeds the greater of (i) the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation or (ii) 5 percent of the total estimated cost of this contract.

Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

(b) Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

(End of clause)
(R 7-603.28 1968 SEP)

52.245-4 Government-Furnished Property (Short Form).

As prescribed in 45.106(d), insert the following clause:

**GOVERNMENT-FURNISHED PROPERTY
(SHORT FORM) (APR 1984)**

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when—

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except—

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously 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 contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) 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.

(End of clause)
(R 7-104.24(f) 1964 NOV)

52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts).

As prescribed in 45.106(f)(1), insert the following clause:

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

52.246-25

(This clause shall apply only to those items identified in this contract as being subject to this clause.)

(End of clause)

Alternate 1 (APR 1984). If the contract is for both high-value items and other end items, the contracting officer shall identify the high-value items by line item and insert the following preamble before paragraph (a): (This clause shall apply only to those items identified in this contract as being subject to this clause.)

(R 7-104.45(c) 1979 MAR)

(R 7-204.33(b) 1974 APR)

52.246-25 Limitation of Liability—Services.

As prescribed in 46.805, insert the following clause:

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.

FEDERAL ACQUISITION REGULATION (FAR)

(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.

(End of clause)

52.247-1 Commercial Bill of Lading Notations.

As prescribed in 47.104-4, insert the following clause:

COMMERCIAL BILL OF LADING NOTATIONS

(APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the _____ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the _____ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____. This may be confirmed by contacting _____ [name and address of the contract administration office listed in the contract]."

(End of clause)

Size of trailer _____ FT

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____;

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

52.247-61 F.o.b. Origin—Minimum Size of Shipments.

As prescribed in 47.305-16(c), insert the following clause in solicitations and contracts when volume rates may apply:

F.O.B. ORIGIN—MINIMUM SIZE OF SHIPMENTS
(APR 1984)

The Contractor agrees that shipment will be made in carload and truckload lots when the quantity to be delivered to any one destination in any delivery period pursuant to the contract schedule of deliveries is sufficient to constitute a carload or truckload shipment, except as may otherwise be permitted or directed in writing by the Contracting Officer. The agreed weight of a carload or truckload will be the highest applicable minimum weight which will result in the lowest freight rate (or per car charge) on file or published in common carrier tariffs or tenders as of date of shipment. In the event the total weight of any scheduled quantity to a destination is less than the highest carload/truckload minimum weight, the Contractor agrees to ship such scheduled quantity in one shipment. The Contractor shall be liable to the Government for any increased costs to the Government resulting from failure to comply with the above requirements. This liability shall not attach if supplies are oversized or of such nature that they cannot be loaded at the highest minimum weight bracket.

(End of clause)

(R 7-104.72 1968 JUN)

(R 1-19.202-4(b))

52.247-62 Specific Quantities Unknown.

As prescribed in 47.305-16(d)(2), insert the following clause in solicitations and contracts when total requirements and destinations to which shipments will be made are known, but the specific quantity to be shipped to each

destination cannot be predetermined. This clause protects the interests of both the Government and the contractor during the course of the performance of the contract.

SPECIFIC QUANTITIES UNKNOWN (APR 1984)

(a) For the purpose of evaluating "f.o.b. destination" offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

<i>Estimated quantity</i>	<i>Destination</i>
.....
.....
.....

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

(End of clause)

(R 1-19.202-7(b)(1)(iii))

52.247-63 Preference for U.S.-Flag Air Carriers.

As prescribed in 47.405, insert the following clause:

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
(FAC 90-29) 52-277

52.247-64

FEDERAL ACQUISITION REGULATION (FAR)

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 this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

(R 7-104.95 1979 NOV)
 (R 1-1.323-2)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels.

As prescribed in 47.507(a), insert the following clause:
PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (JUL 1995)

(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.

52-278

(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 contracts at or below the simplified acquisition threshold as described in FAR Part 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) Contracts at or below the simplified acquisition threshold as defined in FAR Part 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: 202-366-4610.

(End of clause)

Alternate I (APR 1984). If an applicable statute requires, or if it has been determined under agency proce-

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 non-profit organization under Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Nonprofit Organizations," July 8, 1980, those cost principles shall apply; *provided*, that if the Contractor is a non-profit 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.

(End of clause)

(R 1-8.704-1)

(R 7-302.10(b) 1973 APR)

(R 7-302.10(c) 1974 APR)

52.249-6 Termination (Cost-Reimbursement).

As prescribed in 49.503(a)(1), insert the following clause:

TERMINATION (COST-REIMBURSEMENT) (MAY 1986)

(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 outstand-

reduced, the Government's liability under this clause shall not increase as a result.

(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for—

- (1) Government claims against the Contractor (other than those arising through subrogation); or
- (2) Loss or damage affecting the Contractor's property.

(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall—

- (1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;
- (2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;
- (3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and
- (4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(End of clause)

(R 7-303.62 1977 JAN)

Alternate 1 (APR 1984). In cost-reimbursement contracts, add the following paragraph (i) to the basic clause:

(i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations

under this clause are—

- (1) Excepted from the release required under this contract's clause relating to allowable cost; and
- (2) Not affected by this contract's Limitation of Cost or Limitation of Funds clause.

(R 7-403.57 1974 APR)

52.251-1 Government Supply Sources.

As prescribed in 51.107, insert the following clause in solicitations and contracts when the contracting officer may authorize the contractor to acquire supplies or services from a Government supply source:

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 "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of clause)

(R 7-204.28, 1977 AUG)

(R 1-7.203-13)

Alternate 1 (APR 1984). If a facilities contract is contemplated, delete the last sentence from the basic clause.

(R 7-204.28 1977 AUG)

52.251-2 Interagency Fleet Management System (IFMS) Vehicles and Related Services.

As prescribed in 51.205, insert the following clause:
INTERAGENCY FLEET MANAGEMENT SYSTEM
(IFMS) VEHICLES AND RELATED SERVICES
(JAN 1991)

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) 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.

(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference.

As prescribed in 52.107(a), insert the following provision:

SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of provision)

(B) The termination and settlement of sub-contracts (excluding the amounts of such settlements); and

(C) Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.

(2) If the termination is for default of the Contractor, include the amounts computed under (1) above but omit—

(i) Any amount for preparation of the Contractor's termination settlement proposal; and

(ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.

(k) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of the price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.

(R 7-901.4 1974 OCT)

52.249-7 Termination (Fixed-Price Architect-Engineer).

As prescribed in 49.503(b), insert the following clause in solicitations and contracts for architect-engineer services when a fixed-price contract is contemplated:

TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(a) The Government may terminate this contract in whole or, from time to time, in part, for the Government's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Government, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, the Government may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred

by the Government.

(d) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(e) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

(R 7-607.4 1972 APR)

52.249-8 Default (Fixed-Price Supply and Service).

As prescribed in 49.504(a)(1), insert the following clause:

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (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.

(d) If the failure to perform is caused by the default of

Alternate IV (APR 1984). If the contract is a time-and-material or labor-hour contract, substitute the following paragraphs (g) and (k) for paragraphs (g) and (k) of the basic clause:

(g) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount 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 the amount determined as follows:

(1) If the termination is for the convenience of the Government, include—

(i) An amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Contractor;

(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;

(iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination, if they are reasonably incurred after the effective date, with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue these expenses as rapidly as practicable;

(iv) If not included in (g)(1)(i), (ii), or (iii) of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and

(v) The reasonable costs of settlement of the work terminated, including—

(A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(B) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(C) Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.

(2) If the termination is for default of the Contractor, include the amounts computed under (g)(1) of this clause but omit—

(i) Any amount for preparation of the Contractor's termination settlement proposal; and

(ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.

(k) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.

(R 7-901.4 1974 OCT)

Alternate V (APR 1984). If the contract is a time-and-material or labor-hour contract with an agency of the U.S. Government or with State, local or foreign governments or their agencies, substitute the following paragraphs (g) and (k) for paragraphs (g) and (k) of the basic clause. Subparagraph (1)(2) may be deleted from the basic clause if the contracting officer determines that the requirement to pay interest on excess partial payments is inappropriate.

(g) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount 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 the amount determined as follows:

(1) If the termination is for the convenience of the Government, include—

(i) An amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the contractor;

(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;

(iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date, with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue these expenses as rapidly as practicable;

(iv) If not included in (g)(1)(i), (ii), or (iii) of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and

(v) The reasonable costs of settlement of the work terminated, including—

(A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

ing 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

952.231-70	Date of incurrence of cost.
952.233-2	Service of protest.
952.235-70	Key personnel.
952.236	Construction and architect-engineer contracts.
952.236-70	Administrative terms for architect-engineer contracts.
952.236-71	Inspection in Architect-Engineer contracts.
952.236-72	Nonrefundable fee for plans and specifications.
952.237-70	Collective bargaining agreements— protective services.
952.245	Clauses related to Government property.
952.245-2	Government property (fixed-price contracts).
952.245-5	Government property (cost-reimbursement, time-and-materials, or labor-hour contracts).
952.247-70	Foreign travel.
952.249	Clauses related to termination.
952.249-70	Termination clause for cost-reimbursement architect-engineer contracts.
952.250	Clauses related to indemnification of contractors.
952.250-70	Nuclear hazards indemnity agreement.
952.250-71	[Reserved]
952.250-72	[Reserved]
952.251-70	Contractor employee travel discounts.

Authority: 42 U.S.C. 7254; 40 U.S.C. 486(c).

Source: 49 FR 12042, Mar. 28, 1984, unless otherwise noted.

Subpart 952.0—General

952.000 Scope of part.

This part implements FAR Part 52 which sets forth contract clauses for use in connection with the acquisition of personal property and nonpersonal services (including construction), and supplements, as well as modifies, FAR Part 52 by prescribing certain modifications to be made to FAR clauses when used in DOE contracts and specifying certain DOE contract clauses to be used in addition to or in place of such FAR clauses.

952.001 General policy.

It is DOE policy to use the prescribed FAR and DOE contract clauses wherever practicable. Uniformity in the use of contract clauses helps to ensure impartial treatment of all contractors, expedites negotiation and contract review, and facilitates contract administration.

952.1 [Removed]

[59 FR 24357, May 11, 1995]

Subpart 952.2—Text of Provisions and Clauses

952.202 Clauses related to definitions.

952.202-1 Definitions.

(a) As prescribed in 902.200, insert the clause at FAR 52.202-1 in all contracts. The contracting officer shall substitute the following for paragraph (a) of the clause.

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

(b) The following shall be added as paragraph (d) except it will be designated paragraph (c) if Alternate 1 of the clause is used.

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

[49 FR 12042, Mar. 28, 1984, as amended at 50 FR 12185, Mar. 27, 1985]

952.204 Clauses related to administrative matters.

952.204-2 Security requirements.

As prescribed in 904.404(d)(1), the following clause shall be included in contracts entered into under section 31 (research assistance) or 41 (ownership and operation of production facilities) of the Atomic Energy Act of 1954, as amended, and in other contracts and subcontracts, which involve or are likely to involve classified information.

SECURITY (APR 1984)

(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 E.O. 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.

[49 FR 12042, Mar. 28, 1984; 49 FR 38951, Oct. 2, 1984, as amended at 52 FR 38425, Oct. 16, 1987]

952.204-70 Classification.

As prescribed in 904.404(d)(2), the following clause shall be included in all contracts which involve classified information.

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.

952.204-71 Sensitive foreign nations controls.

As prescribed in 904.404(d)(3), the contracting officer shall include the following clause.

SENSITIVE FOREIGN NATIONS CONTROLS (APR 1984)

(a) In connection with any activities in the performance of this contract, the contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, relating to those countries, which may from time to time, be identified to the contractor by written notice as sensitive foreign nations. The contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the contracting officer if the contractor determines that it is unable, without substantially interfering with its policies or without adversely impacting its performance to continue performance of the work under this contract as a result of such notification. If the contractor elects to terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.

(b) The provisions of this clause shall be included in any subcontracts.

[49 FR 12042, Mar. 28, 1984; 49 FR 38951, Oct. 2, 1984]

952.204-72 Disclosure of information.

As prescribed in 904.404(d)(4), this clause may be used in place of the clauses entitled "Security," 952.204-2, and "Classification," 952.204-70, in contracts with educational institutions for research involving nuclear technology which could but is not expected to produce classified information or restricted data.

DISCLOSURE OF INFORMATION (APR 1984)

(a) It is mutually expected that the activities under this contract will not involve classified information. It is understood, however, that if in the opinion of either party, this expectation changes prior to the expiration or terminating of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the contractor shall classify, safeguard, and otherwise act with respect to all classified information in accordance with applicable law and the requirements of DOE, and shall promptly inform DOE in writing

if and when classified information becomes involved, or in the mutual judgment of the parties it appears likely that classified information or material may become involved. The contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.

(b) The contractor shall not permit any individual to have access to classified information except in accordance with the Atomic Energy Act 1954, as amended, Executive Order 12356, and DOE's regulations or requirements.

(c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or 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.

[49 FR 12042, Mar. 28, 1984; 49 FR 38951, Oct. 2, 1984]

952.204-73 Foreign ownership, control, or influence over contractor (Representation).

As prescribed in 904.7005(a), insert the following provision in all solicitations for contracts subject to the provisions of 904.70.

FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1984)

(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 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
1. Does a foreign interest own or have beneficial ownership in 5% or more of your organization's voting securities?..... (Identify the percentage of any class of shares or other se-		

curities 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.)

- 2. Does your organization own 10% or more of any foreign interest?.....
(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.)
- 3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization?....
(Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)
- 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?.....
(Identify the foreign interest(s) and furnish full details concerning the control or influence.)
- 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?..
(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 13D and/or Schedule 13G.)
- 6. Is your organization indebted to foreign interests?.....
(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, and what will be received after conversion are to be furnished.)
- 7. Does your organization derive any income from Communist countries included in Country Groups O, S, W, Y, and Z in Supplement No. 1 in 15 CFR part 770?.....
(Discuss in detail any income

Contracting officers shall insert the following provision in solicitations in accordance with 909.570-7.

ORGANIZATIONAL CONFLICTS OF INTEREST -DISCLOSURE OR REPRESENTATION (DEC 1994)

(a) It is Department of Energy policy to avoid situations which place an offeror in a position where its judgment may be biased due to any past, present, or currently planned interest, financial or otherwise, that 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:

(1) As required by section 401 of Pub. L. 95-39 (42 U.S.C. 5918(a)) and section 10 of Pub. L. 95-70 (15 U.S.C. 789(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 described in the statement of work of this solicitation. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

(2) The proposing entity shall assure that any consultants and subcontractors, identified in its proposal, which will perform services similar to those to be performed by the proposer, *i.e.*, evaluation services or activities or technical consulting and management support services submit the same information as required by paragraph (a)(1) of this clause, either as part of the proposing entity's proposal, or directly to DOE prior to the time and date set for receipt of proposals, with identification of the solicitation and the offeror's proposal to which it relates.

(3) The proposing entity shall also assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the contract, submit such information.

(4) The proposing entity shall promptly provide to the DOE contracting officer information concerning any changes, including additions, in its relevant facts reported under paragraph (a)(1) of this clause, that occur between the submission of its proposal and the award of the contract or the time that the proposer is notified that it is no longer under consideration for award.

(b) In the absence of any relevant interests referred to above, the offeror or others specified above, shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to the work to be performed.

(c) If the proposing entity has submitted a Securities and Exchange Commission Form 10k to that agency, it shall include a copy of the form and a list of all attachments as part of its business management proposal (or cost proposal if no business management proposal is required).

(d) The contracting officer will review the statement submitted and may require the submission of additional relevant information. 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 with respect to the offeror's (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. If such a conflict is found to exist, the Department, at its sole discretion, 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 in face of an organizational conflict after including appropriate conditions mitigating such conflict.

(e) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. 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.

(f) 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, 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.

(g) 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, and the offeror shall be required to promptly correct the omission.

952.209-71 [Reserved].

[59 FR 66259, Dec. 23, 1994]

952.209-72 Organizational conflicts of interest.

The contracting officer shall include the following clause in all contracts for evaluation services or activities, technical consulting and management support services, research and development under the authority of the Federal Energy Administration Act, and other appropriate situations in accordance with 909.570-8.

ORGANIZATIONAL CONFLICTS OF INTEREST (DEC 1994)

(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 restriction 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 and 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

AMENDMENT 21

DEPARTMENT OF ENERGY

preclude the contractor from competing for follow-on contracts for technical consulting and management services.

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

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

(2) Access to and use of information.

(i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (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 may use technical data it first produces under this contract for its private purposes consistent with subparagraphs (b)(2)(i)(A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

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

(2) In the event that the contractor was aware of facts relevant to the performance of this contract and did not disclose such facts to the contracting officer, DOE may terminate this contract for default.

(d) Subcontracts.

(1) The contractor shall include this clause, including this paragraph, in contracts of any tier which involve performance of evaluation services or activities, or technical consulting and management support services as those terms are defined at 48 CFR (DEAR) 909.570-3. 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 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 waive 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 contract modification when the statement of work is modified to add new work, the period of performance is meaningfully 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 in accordance with the instructions of the contracting officer.

[49 FR 12042, Mar. 28, 1984, as amended at 52 FR 38425, Oct. 16, 1987 and 59 FR 66259, Dec. 23, 1994]

952.212 Clauses related to contract delivery or performance.

952.212-70 Priorities and allocations for energy programs (solicitations).

As prescribed in 912.304(a), insert the following provision in solicitations that will result in the award of a contract in support of DOE atomic energy programs.

PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUNE 1987)

Contracts or purchase orders awarded as a result of this solicitation shall be assigned a [] DO-Rating; [] DX-Rating; and certified for national defense use in accordance with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) (Contracting officer check appropriate box.)

Alternate 1

As prescribed in 912.304(d), insert the following provision in solicitations in support of a program or project which may be determined to maximize domestic energy supplies:

PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES)
(JUNE 1987)

Contracts or purchase orders awarded as a result of this solicitation may be eligible for priorities and allocations support in accordance with 10 CFR Part 216 and section 101(c) of the Defense Production Act of 1950, as amended.

[52 FR 38425, Oct. 16, 1987]

952.212-71 Priorities and allocations for energy programs (contracts).

As prescribed in 912.304(b), insert the following clause in contracts and purchase orders that are placed in support of authorized DOE atomic energy pursuant to the Atomic Energy Act of 1954, as amended.

PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUNE 1987)

The Contractor shall follow the provisions of Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) in obtaining controlled materials and other products and materials needed to fill this contract.

Alternate 1

As prescribed in 912.304(e), insert the following clause in contracts if they are placed in support of programs or projects which may be determined to maximize domestic energy supplies:

PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES)
(JUNE 1987)

(a) This contract may be eligible for priorities and allocations support, as provided for by section 101(c) of the Defense Production Act of 1950, as amended by the Energy Policy and Conservation Act (Pub. L. 94-163, 42 U.S.C. 6201 *et seq.*) if its purpose is determined to be to maximize domestic energy supplies. Eligibility is dependent on an executive decision on a case-by-case basis with the decision being jointly made by the Departments of Energy and Commerce.

(b) DOE regulations regarding material allocations and priority performance under contracts or orders to maximize domestic energy supplies can be found at Part 216 of Title 10 of the Code of Federal Regulations (10 CFR Part 216).

(c) Additional guidance is provided by DOE Publication MA-0192, "Priorities and Allocations Support for Energy: Keeping Energy Programs on Schedule," dated August 1985, as it may from time to time be revised. Copies may be obtained by written request to: Department of Energy, Office of Scientific and Technical Information (OSTI), Post Office Box 62, Oak Ridge, Tennessee 37830.

[52 FR 38426, Oct. 16, 1987]

952.212-72 Uniform Reporting System.

As prescribed in 904.601-71, the following clause is to be included in a contract when plans and reports are required under the uniform reporting system.

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 1332.1, 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.

[52 FR 28717, Aug. 3, 1987]

952.212-73 Cost and schedule control systems criteria.

Certain DOE projects are of such significance and magnitude that responsible management calls for enhanced visibility of contractor cost and schedule performance as well as more formalized data to document their progress and to aid in decisions regarding their continuation. Any contract with a total estimated cost in excess of \$50 million shall require full implementation of the DOE Cost and Schedule Control Systems Criteria. Selected projects between \$2 million and \$50 million may benefit from modified implementation of such a control system. In those instances where the DOE Cost and Schedule Control System Criteria are to be utilized, the contracting officer shall provide for this by including the "Cost and Schedule Control Systems Criteria for Contract Performance Measurement—Implementation Guide," in the solicitation and shall include the following clause in the contract.

COST AND SCHEDULE CONTROL SYSTEMS (APR 1984)

(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 — 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

AMENDMENT 21

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.

[49 FR 12042, Mar. 28, 1984, as amended at 56 FR 41965, Aug. 26, 1991]

952.214 Clauses related to sealed bidding.

952.215 Clauses related to contracting by negotiation.

952.215-22 Price reduction for defective cost or pricing data.

As prescribed in 915.804-8(a), when contracting by negotiation, include the clause at FAR 52.215-22, Price Reduction for Defective Cost or Pricing Data, in contracts when a certificate of current cost or pricing data was obtained.

952.215-23 Price reduction for defective cost or pricing data—modifications.

As prescribed in 915.804-8(b), insert the clause at FAR 52.215-23, Price Reduction for Defective Cost or Pricing Data—Modifications, in solicitations and contracts when the clause at FAR 52.215-22 has not been included.

[50 FR 12185, Mar. 27, 1985]

952.215-70 [REMOVED]

[59 FR 24357, May 11, 1994]

952.216 Clauses related to types of contracts.

952.216-7 Allowable cost and payment.

Alternate I

If the contract is with a nonprofit organization, other than an educational institution; or a State or local government, modify the

DEPARTMENT OF ENERGY

clause at FAR 52.216-7 Allowable Cost and Payment by deleting from paragraph (a) the phrase "Subpart 31.2" and substituting for it "Subpart 31.7."

Alternate II

When contracting with a commercial organization modify paragraph (a) of the clause at FAR 52.216-7 by adding the phrase "as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR)," after the acronym "(FAR)".

952.216-15 Predetermined indirect cost rates.

Alternate

As prescribed in 916.307(j), modify paragraph (c) of the clause at FAR 52.216-15, Predetermined Indirect Cost Rates, by deleting the words "Subpart 31.3" and substituting for them "Subpart 31.6" and insert the clause in solicitations and contracts when a cost-reimbursement research and development contract with a State or local government is contemplated and predetermined indirect cost rates are to be used.

952.217-70 Acquisition of real property.

Insert the following clause when required by 917.7403(c).

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.

[49 FR 12042, Mar. 28, 1984, as amended at 52 FR 38426, Oct. 16, 1987; 56 FR 41965, Aug. 26, 1991]

952.222-70 Whistleblower protection for contractor employees.

reasonable times (for which inspection the proper facilities shall be afforded DOE by the contractor and its subcontractors);

(iii) The right to have all technical data first produced or specifically used in the performance of the contract delivered to the Government or otherwise disposed of by the contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this contract, provided that nothing contained in this paragraph shall require the contractor to actually deliver any technical data, the delivery of which is excused by this Rights in Technical Data clause;

(iv) Unlimited rights in technical data specifically used in the performance of this contract, except technical data pertaining to items of standard commercial design; the contractor agrees to leave a copy of such technical data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer; provided, that if such data are proprietary, the rights of the Government in such data shall be governed solely by the provisions of paragraph (e) "Limited Rights in Proprietary Data" hereof, if a part of this clause.

(v) The right to remove, cancel, correct, or ignore any marking not authorized by the terms of this contract on any technical data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the contractor of the action taken.

(2) The contractor shall have:

(i) The right to withhold its proprietary data in accordance with the provisions of this clause; and

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract, provided the data requirement of this contract have been met as of the date of the private use of such data. The contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the contractor shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the contracting officer.

(3) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(c) *Copyrighted material.*

(1) The contractor shall not, without prior written authorization of the Patent Council establish a claim to statutory copyright in any technical data first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a royalty-free, nonexclusive, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the contractor.

(2) The contractor agrees not to include in the technical data delivered under the contract any material copyrighted by the contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) above. If the contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data to be delivered, rather than merely incorporated therein by reference, the contractor shall obtain the written authorization of the contracting officer to include such material in the technical data prior to its delivery.

(d) *Subcontracting.*

(1) Unless otherwise directed by the contracting officer, the contractor agrees to use in subcontracts having as a purpose the conduct of research, development, and demonstration work or in subcontracts for supplies, the contract clause provisions in 48 CFR 952.227-75 in accordance with the policy and procedures of 48 CFR 927.402-1, 927.402-2 and 927.402-3.

(2) It is the responsibility of the contractor to obtain from its subcontractors technical data and rights therein, on behalf of the Government, necessary to fulfill the contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the contractor shall:

(i) Promptly submit written notice to the contracting officer setting forth reasons for the subcontractor's refusal and other pertinent information which may expedite disposition of the matter; and

(ii) Not proceed with the subcontract without the written authorization of the contracting officer.

952.227-79 Limited rights in proprietary data.

As discussed in 970.2702(c) the following paragraph may be used as a supplement to the clause at 952.227-78 where it is determined that delivery of proprietary data is necessary with limited rights in the Government.

(e) Except as may be otherwise specified in this contract as technical data which are not subject to this paragraph, the contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license and right to use by or for the Government, any proprietary data of the contractor specifically used in the performance of this contract; provided, however, that to the extent that any proprietary data when furnished or delivered is specifically identified by the contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government, except as provided in the "Limited Rights Legend" set forth below. All such proprietary data shall be marked with the following "Limited Rights Legend":

LIMITS RIGHTS LEGEND (APR 1984)

This Technical data contains "proprietary data," furnished under contract No. — with the U.S. Department of Energy (and purchase order No. — if applicable) which may be duplicated and used by the Government with the express limitations that the "proprietary data" may not be disclosed outside of the Government or be used for purposes of manufacture without prior permission of the following purposes:

(a) This "proprietary data" may be disclosed for evaluation purposes under the restriction that the "proprietary data" be retained in confidence and not be further disclosed;

(b) This "proprietary data" may be disclosed to other contractors participating in the Government's program of which this contract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "proprietary data" be retained in confidence and not be further disclosed; or

NOTE I: Paragraph (i) of the clause will be replaced with "Reserved" in contracts specifically exempted from civil penalties by section 234 of the Act. That subsection provides that the following DOE contractors are not subject to the assessment of civil penalties:

(1) The University of Chicago (and any subcontractors or suppliers thereto) for activities associated with Argonne National Laboratory;

(2) The University of California (and any subcontractors or suppliers thereto) for activities associated with Los Alamos National Laboratory, Lawrence Livermore National Laboratory, and Lawrence Berkeley National Laboratory;

(3) American Telephone and Telegraph Company and its subsidiaries (and any subcontractors or suppliers thereto) for activities associated with Sandia National Laboratories;

(4) Universities Research Association, Inc. (and any subcontractors or suppliers thereto) for activities associated with FERMI National Laboratory;

(5) Princeton University (and any subcontractor or suppliers thereto) for activities associated with Princeton Plasma Physics Laboratory;

(6) The Associated Universities, Inc. (and any subcontractors or suppliers thereto) for activities associated with the Brookhaven National Laboratory; and

(7) Battelle Memorial Institute (and any subcontractors or suppliers thereto) for activities associated with Pacific Northwest Laboratory.

(End of note)

NOTE II: Contracts with an effective date after the date of (date to be that of the Final Rule resulting from the proposed rule herein), do not require the effective date provision in this clause. Delete the title.

Use the EFFECTIVE DATE title and the following language, for those contracts:

"() This indemnity agreement shall be applicable with respect to nuclear incidents occurring on or after —."

(1) Those that contained an indemnity pursuant to Public Law 85-840 prior to August 20, 1988, include the effective date provision above, inserting the effective date of the contract modification that replaced the Public Law 85-804 indemnity with an interim Price-Anderson based indemnity. Pursuant to the Price-Anderson Amendments Act, this substitution must have taken place by February 20, 1989.

(2) Those that contained, and continue to contain, either of the previous Nuclear Hazards Indemnity clauses, include the effective date provision above, inserting "August 20, 1988."

(3) Those with an effective date between August 20, 1988, and the date of the Final Rule, that (a) had "interim coverage" or (b) did not have "interim coverage" but have now been determined to be covered under the PAAA, include the effective date provision above, inserting the contract effective date.

NOTE III: The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

"() 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."

(End of note)

[56 FR 57828, Nov. 14, 1991 as amended at 58 FR 32306, Jun. 9, 1993]

952.250-71 [Reserved]

952.250-72 [Reserved]

952.251-70 Contractor employee travel discounts.

As prescribed in Subpart 951.70, the following provision/clause will be included in all cost-reimbursable solicitations and resulting contracts, or contract modifications, as applicable.

CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (APRIL 1989)

Consistent with contract-authorized travel requirements, contractor employees shall make use of the travel discounts offered to Federal travelers, through use of contracted airlines discount air fares, hotels and motels lodging rates and car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available to contractor employees performing official Government contract business. Vendors providing these services may require that the contractor

PART III

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND
OTHER ATTACHMENTS



PART III

SECTION J

ATTACHMENT A

STATEMENT OF WORK WITH
APPENDIX A & B

FACILITY OPERATIONS AND SUPPORT CONTRACTOR
STATEMENT OF WORK

1.0 OBJECTIVE.....J-A-4

2.0 SCOPE.....J-A-4

3.0 BACKGROUND.....J-A-5

3.1 Uranium Mill Tailings Remedial Action (UMTRA) Project.....J-A-5

3.2 UMTRA Groundwater Program.....J-A-6

3.3 Monticello Remedial Action Project - Mill Site.....J-A-6

3.4 Monticello Remedial Action Project - Vicinity Properties.....J-A-6

3.5 Monticello Remedial Action Project - Groundwater and Surface Water.....J-A-7

3.6 Grand Junction Projects Office Remedial Action Project.....J-A-7

3.7 Uranium Leasing Management Program.....J-A-7

3.8 Long Term Surveillance and Maintenance Program.....J-A-7

3.9 Decontamination and Decommissioning (D&D) Projects.....J-A-8

3.10 Core Repository for Continental Deep Drilling Program.....J-A-8

3.11 Work for Others Program.....J-A-8

3.12 Office of Technology Development (OTD) Projects.....J-A-8

3.13 Waste Management Program.....J-A-8

3.14 Mixed Waste Treatment Program (MWTP).....J-A-9

3.15 Oxnard.....J-A-9

3.16 Technical Support to Other DOE Offices and Facilities.....J-A-9

3.17 Landlord Program.....J-A-9

4.0 TECHNICAL MANAGEMENT.....J-A-9

4.1 Administrative Support.....J-A-10

4.1.1 Emergency Operations.....J-A-10

4.1.2 Information Systems and Support.....J-A-10

4.1.3 Documentation Support, Graphics, Reproduction.....J-A-12

4.1.4 Technical Training Facility.....J-A-12

4.1.5 Technical Library.....J-A-12

4.1.6 Mail Services.....J-A-13

4.1.7 Telecommunications.....J-A-13

4.1.8 Records Management and Document Control.....J-A-13

4.1.9 Safeguards and Security.....J-A-13

4.1.10 Cafeteria Services.....J-A-13

4.1.11 Medical Services.....J-A-13

4.2 Facility Management.....J-A-14

4.2.1 Site Management and Administration.....J-A-14

4.2.2 Site Engineering and Planning.....J-A-14

4.2.3 On-Site Construction.....J-A-15

4.2.4 Facility Maintenance.....J-A-15

4.2.5 Utilities.....J-A-17

4.2.6 Property Management.....J-A-17

4.2.7 On-site Waste Management.....J-A-17

4.2.7.1 Waste Management Operations.....J-A-17

	4.2.7.2	Waste Minimization.....	J-A-1
	4.2.7.3	Chemical Tracking and Inventory System.....	J-A-18
	4.2.8	Janitorial.....	J-A-18
	4.2.9	Yards and Grounds Maintenance.....	J-A-18
4.3		Laboratories.....	J-A-19
	4.3.1	Analytical Laboratory.....	J-A-19
	4.3.2	Environmental Sciences Laboratory.....	J-A-19
	4.3.3	Petrology Laboratory.....	J-A-19
	4.3.4	Sample Preparation Laboratory.....	J-A-19
	4.3.5	Electronics Laboratory.....	J-A-20
	4.3.6	Radon Laboratory.....	J-A-20
4.4		Other Functions.....	J-A-20
	4.4.1	Compliance Oversight.....	J-A-20
	4.4.1.1	Site Permits and Licenses.....	J-A-20
	4.4.1.2	Environmental, Safety, and Health Program.....	J-A-20
	4.4.1.3	Conduct of Operations.....	J-A-21
	4.4.1.4	Quality Assurance.....	J-A-21
	4.4.1.5	Independent Assessment.....	J-A-21
	4.4.1.6	Site Audits and Validations.....	J-A-21
	4.4.1.7	National Environmental Policy Act.....	J-A-22
	4.4.1.8	Occurrence Reporting.....	J-A-
	4.4.2	Independent Review Support.....	J-A-22
	4.4.3	Technical Training.....	J-A-22
	4.4.4	Project Management and Control Systems.....	J-A-23
	4.4.4.1	Change Control.....	J-A-23
	4.4.4.2	Independent Cost Estimate (ICE) Reviews and Baseline Validations.....	J-A-23
5.0		BUSINESS MANAGEMENT.....	J-A-21 J-A-24
	5.1	Financial Management.....	J-A-24
	5.1.1	Budget.....	J-A-24
	5.1.2	Funds Management.....	J-A-24
	5.1.3	Accounting.....	J-A-24
	5.2	Other Functions.....	J-A-26
	5.2.1	Contracting.....	J-A-26
	5.2.2	Public Affairs/Community Relations.....	J-A-26
	5.2.3	Strategic Planning.....	J-A-26
6.0		REPORTING REQUIREMENTS.....	J-A-27
7.0		GOVERNMENT FURNISHED PROPERTY.....	J-A-27
Appendix A		LIST OF ACRONYMS.....	J-A-
Appendix B		FIXED PRICE STATEMENTS OF WORK.....	J-A-

Contractor shall also comply with those DOE and AL orders applicable to cost reimbursement Contractors which may be implemented by written direction from the GJPO Project Manager or Contracting Officer, insofar as such orders do not conflict with the terms of this contract. Similarly, the Contractor shall further comply with all policies, plans, programs, and management directives which may be issued to the Contractor in writing by the GJPO Project Manager or Contracting Officer.

The DOE shall review and approve Contractor work products or activities as defined in task orders. Types of work products or activities to be approved by the DOE include plans, systems, reports, programs, and permits. Baseline and management and control systems will also be reviewed and approved by the DOE through Independent Cost Estimate Reviews, baseline validations, and other methods.

3.0 BACKGROUND

The Grand Junction Projects Office (GJPO) is located on a 56-acre site adjacent to the Gunnison River in western Colorado immediately south of the city of Grand Junction, Colorado. The GJPO's mission is to apply its project management, engineering, analytical, and scientific capabilities and facilities to provide a full spectrum of support to the DOE, Office of Environmental Management (EM) in managing complex environmental restoration programs where prompt actions are required to address possible impacts to human health and the environment. The GJPO provides the DOE a center of excellence in support of environmental restoration in the areas of site characterization, project management, project integration and coordination, remedial design, remedial action, research and development, independent verification, decontamination and decommissioning (D&D), and laboratory sampling and analysis. Specialized facilities include the Analytical Laboratory, Environmental Sciences Laboratory, Petrology Laboratory, Electronics Laboratory/Instrument Calibration Facilities, Sample Preparation Laboratory, and the Radon Laboratory.

Specific fiscal and programmatic direction shall be provided to the Contractor through the issuance of task orders, work authorization orders or written technical direction by the Contracting Officer or designee. The following project descriptions provide an overview of projects and programs that have been assigned to the GJPO in the past. These projects, with the exception of the landlord function, are representative of work that will be performed by the Technical Assistance and Remediation Contractor and have been included for information purposes. Any projects within the scope of work for the Facility Operations and Support Contractor will be included in the contract by issuance of task orders.

3.1 Uranium Mill Tailings Remedial Action (UMTRA) Project

In 1978, Congress passed the Uranium Mill Tailings Radiation Control Act (UMTRCA), Public Law 95-604, which required the DOE to establish a program of assessment and remedial action at 24 inactive uranium mill sites and properties which are in the vicinity of the mill sites (referred to as vicinity properties) which were contaminated with residual radioactive materials (RRM) derived from the mill sites. The purpose of the UMTRA project is to stabilize, dispose, and control such residual radioactive materials so that the radiological and non-radiological hazards do not exceed the standards established by the U. S. Environmental Protection Agency (EPA) for the protection of the public health, safety, and the environment.

The Monticello vicinity properties are also listed on the EPA NPL (as Monticello Radioactively Contaminated Properties), and activities must meet CERCLA requirements. The EPA, DOE, and the State of Utah entered into a FFA in December 1988 to complete remedial action on these Monticello vicinity property sites. Peripheral properties to the mill site contain windblown contamination and potentially contaminated sediments. These properties will also require remediation.

3.5 Monticello Remedial Action Project - Groundwater and Surface Water

The DOE has identified a plume of contamination in the shallow alluvial groundwater regime underlying the mill site. After the primary source of contamination (the mill tailings) has been removed and stabilized, the DOE will conduct additional studies on the groundwater. All activities must comply with the CERCLA and the FFA signed in December 1988 between the EPA, DOE, and the State of Utah. The DOE is currently conducting a Remedial Investigation/Feasibility Study on groundwater, surface water and sediments that may have been affected by releases from the mill site.

3.6 Grand Junction Projects Office Remedial Action Project

Uranium concentrates were purchased and processed at GJPO through 1975. A research and development pilot plant was operated at the compound during the early 1950's. As a result of milling operations, the site became radiologically contaminated. In 1990, the DOE published a Record of Decision (ROD) for the Grand Junction Projects Office Remedial Action Project (GJPORAP) to initiate the project for the elimination of all identified contamination.

The GJPO has completed remedial action of radiologically contaminated soils. Minor amounts of contamination remain in ten buildings located on the GJPO site as well as minor amounts of contaminated soils situated under existing structures. The remediation of the remaining material is currently being evaluated. The GJPO has implemented natural flushing of the aquifer as the means of groundwater remedial action.

3.7 Uranium Leasing Management Program

The Atomic Energy Act of 1954 (and other legislative actions) authorized the DOE to withdraw lands from public use and set those lands aside for domestic uranium production. Initially 43 tracts of land (approximately 25,000 acres) in Colorado, Utah, and New Mexico were withdrawn for the Uranium Leasing Management Program. There are currently no mining or uranium production activities on these lease tracts, with activities limited to maintenance and exploration. In 1994, all existing leases were allowed to expire to allow DOE the opportunity to prepare an Environmental Assessment for this program. In 1995, DOE may initiate negotiations with the original leaseholders for new leases which could result in possible production of uranium and vanadium. It is estimated that between 20 to 25 leases may be renegotiated, and environmental restoration may be required to restore the remaining lease tracts to meet federal environmental regulations.

3.8 Long Term Surveillance and Maintenance Program

DOE is responsible for monitoring and maintenance of sites which have been remediated by various DOE programs or private industry. GJPO is responsible for inspections and corrective actions to assure each site remains in compliance with regulatory requirements.

3.9 Decontamination and Decommissioning (D&D) Projects

The GJPO has been tasked to manage various DOE D&D projects to eliminate the potential hazard to workers and the public from exposure to radioactive and other hazardous materials from nuclear research and development activities. The work includes site characterization, engineering design, remedial action, D&D operations, construction management, waste management, waste/sample storage, transportation, and disposal, and project management activities to assure regulatory requirements are met.

3.10 Core Repository for Continental Deep Drilling Program

The GJPO is responsible for maintaining a core and sample repository program for the archiving and study of drill hole cores obtained by the Continental Deep Drilling Program. These cores are of scientific interest to national agencies, state geoscience agencies, academia, and private industries. DOE's Core and Sample Repository is housed in a specially equipped 7,200 square foot core storage and analysis building at the GJPO facility.

3.11 Work for Others Program

The GJPO performs research and development activities for organizations outside the DOE, including both private sector companies and other Government agencies. The primary purpose of the Work for Others (WFO) program is to make available the unique GJPO technologies, expertise, and facilities to benefit programs of national significance.

3.12 Office of Technology Development (OTD) Projects

The OTD's mission is to identify and provide development support for: (1) technologies that show promise to address specific EM needs, but require proof-of-principle experimentation, and (2) already proven technologies in other fields that require experimentation to demonstrate feasibility for adaptation to specific EM needs.

The GJPO has been tasked by EM to provide support to the OTD with the formulation and management of programs for environmental restoration and waste operations. The current programs/projects include: (1) technology demonstrations, such as, characterization, containment, separation, remediation, and treatment technologies at DOE and other federal and non-federal sites; (2) environmental education and development; (3) technology integration; (4) technology transfer to the private sector, DOE and international technology programs; (5) other such programs/projects within the scope of the mission assigned to the OTD and the GJPO and; (6) implementation of innovative and cost-effective environmental technologies in the conduct of remediation activities.

3.13 Waste Management Program

The Waste Management Program ensures the environmentally safe management and disposal of radioactive and hazardous wastes. The Waste Management Program involves life cycle management of GJPO, other selected non-GJPO, and off-site environmental remediation waste streams from generation, to treatment, storage, and disposal. The GJPO Waste Management Program includes the on-site waste management and waste minimization programs.

4) obsolete and excess equipment identification; and 5) hardware consulting services.

- Training support shall be provided, as needed, to all site personnel on all software products, local area network, communications, hardware, and the utilization of the systems/processes.
- Technical support includes maintaining, upgrading, purchasing, and installing ADPE along with ensuring the availability and reliability of the interconnecting LAN.

In addition, the Contractor shall coordinate major computer hardware and software procurement and development activities, develop controls for the implementation and operation of information systems, and ensure that ADPE hardware, software, and resources are acquired and used in the most efficient and economic manner.

The Contractor shall also be responsible for software engineering activities including:

- Design, development, and implementation of in-house applications.
- Conversion of existing applications to new operation systems or hardware.
- Ensuring compliance with established standards for software, hardware, and related documentation.

4.1.3 Documentation Support, Graphics, Reproduction

The Contractor shall provide support for document production required in daily GJPO operations. This includes the production and distribution of all documents and presentation materials requested by the DOE and other on-site Contractors. Such support shall include the preparation and production of documents from rough draft through camera-ready copy, including coordination of document preparation and production activities with authors, document coordinators, word processing, graphics and reproduction.

The Contractor shall provide printing and duplication services on-site or through Government Printing Office contracts. These services shall be provided to the DOE and other DOE tenants located on-site. The Contractor shall also provide support to the DOE.

4.1.4 Technical Training Facility

The Contractor shall staff, operate, and maintain an on-site training facility for use by GJPO and Contractor personnel. The Contractor shall maintain the facility, coordinate the scheduling of classes and provide administrative support.

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4.1.10 Cafeteria Services

The Contractor shall provide for the operation of the GJPO cafeteria.

4.1.11 Medical Services

The Contractor shall operate the occupational medical facility located on the Grand Junction Projects Office compound to care for occupational injuries and minor physical complaints, perform standard health examinations, and provide emergency medical care. The Contractor shall maintain a wellness program which provides an ergonomics program, a back injury prevention program, and training in cardiopulmonary resuscitation, first aid, and blood borne pathogens. The Contractor shall maintain a random drug screening urinalysis program. The Contractor shall protect all medical records in accordance with DOE security requirements, applicable federal laws, and the Privacy Act.

In addition, the contractor shall maintain the capability to purchase or otherwise provide medical services at other sites outside of Grand Junction, Colorado, where GJPO contractor staff (includes FOS, TAR, and other GJPO contractors) are permanently assigned. The contractor shall also provide an Employee Assistance Program which includes counseling for physical and mental health, stress and emotional/behavioral problems, and an alcohol and other substance abuse rehabilitation program for all DOE, FOS, TAR, and other DOE contractor employees. These services are not a part of the fixed price subcontracted activities for the GJPO site found in Appendix B of this Statement of Work. Any medical services required for these other sites shall be assigned through task orders.

4.2 Facility Management

4.2.1 Site Management and Administration

The Contractor shall provide all site facility services necessary for the operation of the GJPO physical plant. The Contractor shall develop procedures for interfacing with other on-site tenants.

The Contractor shall develop, implement, and maintain standards and procedures for the acquisition (including leases), modification, and use of: buildings, structures, equipment, local area networks, other computer equipment, and services to ensure effective management and compliance. The Contractor shall develop and administer programs for the allocation and effective use of space and equipment by all GJPO Contractor organizations and tenants; plan, budget, allocate, and control resources for facility operations activities; and perform other administrative and management activities necessary to ensure effective and efficient accomplishment of facility operations.

4.2.2 Site Engineering and Planning

The Contractor shall provide the following site engineering and planning services:

- Make recommendations regarding the need to replace or continue to maintain existing facilities and equipment.
- Prepare preliminary engineering design drawings and documentation for construction or maintenance and repair activities. Implement and maintain a comprehensive site engineering and maintenance management plan.
- Perform technical oversight of subcontractors performing construction, maintenance, or other on-site support activities.
- Develop, implement, and maintain a system for the creation, storage, and retrieval of engineering drawings including all the required standards.
- For each project, characterize the site for hazardous, toxic, or radioactive substances that could cause health and safety hazards.
- Establish an in-house energy management program.

4.2.3 On-Site Construction

The Contractor shall provide construction management services for the rehabilitation, modernization, and retrofit of GJPO site facilities and equipment. The Contractor shall also be responsible to manage any on-site Decontamination and Decommissioning (D&D) projects which may be assigned. This work would include site characterization, engineering, design, remedial action, construction management, verification, and close-out reporting, as required.

In the performance of this contract, the Contractor shall, to the maximum extent possible, accomplish any required construction tasks through the utilization of competitively awarded subcontracts. Any variance from this method will require the advance written approval of the Contracting Officer. It shall be the responsibility of the Contractor to provide clear and convincing evidence of the need for a variance from the preferred method set forth above.

The Contractor shall provide construction management services to include the following: perform constructability reviews; procure construction services, including necessary sub-contracting; provide inspection and acceptance of work performed; perform component testing and inspection; prepare recommended spare parts lists; develop and update operations and maintenance manuals; monitor work for cost and schedule performance; maintain as-built drawings; monitor compliance with ES&H, QA, Davis Bacon Act, and other applicable standards and requirements; and perform other construction management services as required.

4.2.4 Facility Maintenance

The Contractor shall provide a maintenance management program for all GJPO site facilities, equipment, and infrastructure. The Contractor shall:

- Establish policies and procedures for the implementation of a maintenance management program.

- Provide a graded approach methodology approved by DOE for the allocation of resources in the maintenance of GJPO site facilities and equipment assets.
- Perform preventive maintenance that provides periodic and planned maintenance to prevent facility or equipment failure and protect the reliability of systems and equipment essential for operations.
- Perform corrective maintenance to support operational requirements and eliminate non-compliant conditions, including implementing projects in support of environmental, safety and health initiatives and support to on-site D&D and other on-site environmental remediation work.
- Establish predictive maintenance techniques to identify possible failure and the need for preventive or corrective maintenance.
- Perform GJPO site facility and equipment modifications, equipment installation, facility rearrangements, and removal activities to support the GJPO mission.
- Provide custodial services, including touch-up painting; space utilization services; and other miscellaneous custodial services.
- Perform Condition Assessment Surveys of the GJPO site facility.

4.2.5 Utilities

The Contractor shall acquire utility services and manage utility operations for the GJPO site and all tenants. Activities include the procurement of utility services, certification of billing invoices for purchased utility services including gas, electricity, water, and sewer. The Contractor shall operate the site's domestic water distribution, heating distribution, sanitary sewage, storm water, electrical distribution, and gas distribution systems.

4.2.6 Property Management

The Contractor shall manage the Government furnished property of both on-site Contractors and on and off-site subcontractors. The Contractor shall develop, implement, and administer policies, programs, and procedures for the following:

- Develop a property management system for acquiring, controlling, and disposing of personal property holdings under GJPO (both on-site and off-site).
- Provide the following property management services:
 - Maintain the stationery store inventory to include ordering, stocking, and filling of orders.
 - Maintain a warehousing operation to receive, ship, store, and issue assets to the Contractors and subcontractors supporting the GJPO.
 - Maintain an equipment pool for specified items that shall be made available for temporary use by DOE and site Contractors.

releases to the environment from all aspects of the site's operations and to continue efforts to reduce all types of generated waste at the site. The Contractor shall also implement an Affirmative Procurement program which encourages the procurement and use of recycled/recovered materials to the maximum extent practicable. ~~An environmental awareness plan shall be prepared and submitted to the DOE for review and approval.~~

4.2.7.3 Chemical Tracking and Inventory System

The Contractor shall implement and maintain a chemical inventory tracking system that also supports the waste minimization and pollution prevention program.

4.2.8 Janitorial

The Contractor shall provide janitorial services for all GJPO site facilities. Janitorial services include vacuuming, trash disposal, restroom cleaning, dusting, and other janitorial type services.

4.2.9 Yards and Grounds Maintenance

The Contractor shall provide general yards and grounds maintenance services for the GJPO site. Activities include mowing the grass, trimming trees and shrubs, raking and disposing of leaves, and other yard maintenance activities.

4.3 Laboratories

The GJPO maintains six laboratories. The Contractor shall provide qualified laboratory staff and operate and manage these laboratories with appropriate certifications. The laboratories perform work for GJPO projects and for other DOE and non-DOE organizations on an as-needed basis. The Contractor shall perform the following types of work at these laboratories:

4.3.1 Analytical Laboratory

Work at the Analytical Chemistry Laboratory includes low-level (<10 nCi/g) radioanalytical chemistry analyses; complete inorganic and volatile, semivolatile organic, and PCB/pesticide analyses; environmental analyses of air, water, brines, sludges, and soils; and the preparation of quality control samples and reference materials.

4.3.2 Environmental Sciences Laboratory

Work at the Environmental Sciences Laboratory includes activities related to chemical barrier research, hydrogeochemical modeling, model validation studies, and geochronology.

4.3.3 Petrology Laboratory

Work at the Petrology Laboratory includes petrographic and mineralogical analyses: identification and paragenesis (order of formation) of all rock types; mineral identification; size analysis of sedimentary rocks and unconsolidated sediments; mineral separations; and quantitative analyses of airborne asbestos and silica.

Work also includes maintenance of a core and sample repository program for the archival and study of drill hole cores obtained from the Continental Deep Drilling Program. The repository maintains storage for approximately 50,000 linear feet of two inch core and provide curatorial services to prepare and distribute scientific samples to universities and laboratories nationwide. The Contractor shall participate on geoscience projects and advise other scientific drilling projects.

4.3.4 Sample Preparation Laboratory

Work at the Sample Preparation Laboratory includes the preparation of quality control and reference solid samples containing various levels of uranium and thorium decay series nuclides; the preparation of homogeneous samples for the identification of soil matrices containing various levels of uranium and thorium decay products; and the preparation of sample reference materials for down-hole logging and surface characterization instruments. The laboratory contains crushing, grinding, blending, and drying equipment for preparing soils. Homogeneous batches of up to 200 pounds can be prepared.

4.3.5 Electronics Laboratory

Work at the Electronics Laboratory includes calibrating, repairing, and maintaining instruments used for field assessments and characterization and designing and fabricating instruments as required. In addition, the Electronics Laboratory is responsible for the maintenance and minor repairs of Government owned computers at the GJPO.

The Contractor shall maintain radiological calibration sites at Casper, Wyoming; Grants, New Mexico; George West, Texas; and Grand Junction, Colorado. These sites are utilized by DOE and private industry to calibrate the various instruments and underground logging tools against media containing fixed radiological fields.

4.3.6 Radon Laboratory

Work at the Radon Laboratory includes performing research on the fundamental properties and behavior of radon, thoron (thorium), and their daughters; developing specialized radiological characterization tools and methods; calibrating, standardizing, and evaluating radon/radon daughter measurements; solving problems related to radon mitigation and removal. Examples of work performed by this laboratory for other DOE sites include experiments to support the design of an adsorption process to remove radon from exhaust gasses using activated charcoal beds and an analysis of the methods for real time monitoring of extremely high radon concentrations.

4.4 Other Functions

4.4.1 Compliance Oversight

4.4.1.1 Site Permits and Licenses

The Contractor shall review all on-site operations at the Grand Junction Projects Office to determine if any federal, state or local rules, laws, or regulations require permits or licenses for facility operations. If any permits or licenses are identified, the Contractor shall immediately notify the DOE of those requirements, and secure any permits or licenses as may be required. If any existing permits or licenses are required to be reissued or revised after the contract has been awarded, the Contractor shall maintain these permits.

The Contractor shall provide adequate monitoring, analysis, and reporting to ensure compliance with the terms and conditions of the applicable permits.

4.4.1.2 Environmental, Safety, and Health Program

The Contractor shall establish appropriate site environmental, safety, and health programs in areas such as, environmental protection, occupational safety, fire protection, process and facility safety, radiation protection, health physics, industrial safety and hygiene, laboratory operations, construction safety, hazardous waste operations, health and safety awareness, personal protective equipment and training, fire protection, and emergency preparedness to assure the protection of the environment, the health and safety of the public, and all employees of DOE and DOE Contractors.

The Contractor shall maintain appropriate environmental and safety permits for facility projects; perform directed environmental monitoring and reporting, perform audits of assigned projects, hazardous materials and waste management, and facility operations activities.

The Contractor shall compile statistics on accidents, injuries and illnesses, and prepare reports as required. The Contractor shall also provide data and information to the Technical Assistance and Remediation Contractor for use in consolidated GJPO environmental, safety, and health reporting. The Contractor shall ensure that all site subcontractors comply with all environmental, safety, and health regulations and DOE policies established at the GJPO facility.

4.4.1.3 Conduct of Operations

The Contractor shall establish and maintain a Conduct of Operations program. Conduct of Operations is a management philosophy of best management practices for doing things right the first time in a safe and environmentally acceptable manner, through discipline, professionalism and teamwork.

4.4.1.4 Quality Assurance

The Contractor shall maintain a quality assurance program. The Contractor shall monitor all aspects of the program through audits, management

assessments, self-assessments, trending, program review and other performance measures and methods, to ensure that the intended environmental, safety, health and administrative/support requirements and best management practices, results, and objectives are obtained. The Contractor shall update the quality assurance program to incorporate changes in requirements and also provide surveillance of its own subcontractors.

4.4.1.5 Independent Assessment

The Contractor shall develop, implement, and maintain an independent assessment function to accomplish internal auditing of assigned functions and emphasize the achievement of quality performance and productivity improvements. The Contractor shall monitor work performance, identify problems or weak areas of performance, identify opportunities for improvement, and report the results to a level of contractor management having the authority to implement corrective actions or improvements.

4.4.1.6 Site Audits and Validations

The Contractor shall develop, implement and maintain an independent oversight function which shall review assigned operations, and conduct periodic audits, oversight and surveillance on projects, programs, or functions as directed by DOE to assure that DOE Orders, policies, or guidance are being implemented and followed. Contractor organizational elements shall be tasked to assist and participate in DOE audits or surveillances.

The Contractor shall develop, implement, and maintain an independent validation function which shall review budget estimates, cost estimates, or other cost proposals as directed by DOE to assure reasonableness and consistency of information. The Contractor shall assure that the planning procedures, technical scope, cost estimate and schedule baseline development will result in the funding requested being adequate for the work to be accomplished. The Contractor's independent validation group shall work closely with the appropriate DOE project manager, budget analyst, project control officer, and cost estimator to assure that all applicable DOE Orders, guidance, and policies are being properly implemented.

4.4.1.7 National Environmental Policy Act

The National Environmental Policy Act (NEPA), requires that all federal agencies consider environmental impacts of their activities. The Contractor shall develop, implement, and maintain an appropriate NEPA program to address requirements related to assigned projects.

4.4.1.8 Occurrence Reporting

The Contractor shall develop, implement, and maintain a reportable occurrence system for all events which could affect the health and safety of the public, seriously impact the intended purpose of DOE facilities, have a noticeable adverse effect on the environment, or endanger the health and safety of workers. The Contractor shall take appropriate actions to investigate, evaluate, and report on incidents and unsatisfactory conditions related to its work activities. The Contractor shall take appropriate actions to correct any unsatisfactory conditions which led to the occurrence.

4.4.2 Independent Review Support

The Contractor shall provide independent review, audit, appraisal, and analysis capability to support the GJPO. The Contractor shall provide, on an as-needed basis, technical experts as approved by the DOE to review work performed by the Technical Assistance and Remediation Contractor. Reviews include, environmental remediation design reviews, constructability reviews, cost estimate reviews, and regulatory strategy reviews. The Contractor shall conduct all reviews as assigned by DOE in a timely manner to not delay any activities of the Technical Assistance and Remediation Contractor.

4.4.3 Technical Training

The Contractor shall provide technical training including certain site-wide training to the DOE and other DOE Contractor personnel. Site-wide training areas may include conduct of operations, security, computers, diversity, and sexual harassment. The Contractor shall also utilize the Technical Assistance and Remediation Contractor's training courses for required training in areas such as environment, safety, and health; project management; regulatory; and other types of technical training.

4.4.4 Project Management and Control Systems

The Contractor shall develop, implement, and maintain a project management and control system approved by DOE which establishes the technical scope, cost, and schedule baselines. The project management and control system shall serve as a tool for budget development, baseline planning and control (including life-cycle baselines), performance measurement and metrics, reporting and analysis, and funds management.

The Contractor shall develop, implement, and maintain a Work Breakdown Structure (WBS) that is consistent with the Statement of Work (SOW) of the contract and that directly supports the GJPO summary WBS for planning, forecasting, budgeting, scheduling, and cost collection for contract activities and projects. The Contractor shall develop, implement, and maintain a work breakdown structure and work breakdown dictionary to identify the scope of work of each task. The Contractor shall also establish a hierarchical system of project schedules, starting with a project master schedule down to task and subtask schedules. The Contractor shall establish the cost baseline by budgeting resources, estimating all project costs, and developing a time-phased budget plan. All project work must be properly planned and authorized by DOE before that work can be performed.

The Contractor shall measure the progress of work accomplished and costs expended for work completed and submit monthly reports on the status of each project. The reports include the budgeted cost for work scheduled, budgeted cost of work performed, actual cost of work performed, budget at completion, and estimated cost at completion. The Contractor shall analyze the data at the end of each month and report cost variances, schedule variances, and expected variance at completion of each project. The Contractor shall report specific milestones, quantities, or other quantifiable information. The monthly report shall explain cost and schedule variances identifying the reason for each variance exceeding the reporting

5.1.2 Funds Management

The Contractor shall develop, implement, and maintain a system to manage and track approved funding that: ensures costs and commitments do not exceed authorized funding levels; provides early warning of funding limits which may be exceeded or not fully utilized; ensures that funds are expended for the purpose authorized; and keeps the DOE informed of the status of funding in a timely manner.

The Contractor shall develop, implement, and maintain a system which authorizes work and allocates authorized funding to the responsible organization for each assigned task, funding source, WBS element, ADS, and B&R classification. The Contractor shall monitor performance against approved tasks and budgets, perform analyses of performance, and develop and recommend corrective measures to maintain control within authorized funding levels.

Based on funding and programmatic guidance provided by DOE, a cost plan by project, including a separate plan for indirect activities, shall be prepared and submitted to DOE for approval. The plan shall include prior year encumbered and unencumbered carryover funding, current year budget authority, monthly projected costs and projected year-end encumbered and unencumbered carryover funding. Management reports addressing performance against the plan shall be prepared monthly.

5.1.3 Accounting

Financial accounting services shall be provided to maintain financial data.

The Contractor shall provide accounting services in accordance with generally accepted accounting principles, DOE requirements, and good business practices to include:

Accounts receivable/payable

- Payroll accounting;
- General ledger;
- Benefits accounting;
- Cash and other liquid assets management;
- Invoices;
- Property records;
- Sales tax administration; and
- Cost accumulation and reporting systems.

The Contractor's cost accounting system shall ensure that costs charged to the contract are in accordance with generally accepted accounting principles, DOE requirements, and good business practices.

The Contractor shall maintain an account structure that will allow consistent summarization of performance data by internal organizational unit, by direct and indirect operating and capital cost, by task, by project, by type of cost, and by WBS element.

Monthly actual cost data reflecting total contract cost assigned to WBS element shall be reported to the Project Management and Control System for use in periodic performance reports. Other financial reports shall be provided as prescribed by the DOE.

5.2 Other Functions

5.2.1 Contracting

The Contractor shall establish a procurement system which is responsive to DOE programmatic requirements and milestones and is based on the Federal Acquisition Regulations, the Department of Energy Acquisition Regulations, and the best commercial business practices available. The contractor shall provide a subcontract management system to reflect and manage subcontracts in a cost effective manner. The contractor's acquisition policies shall reflect the department's diversity and small business emphasis.

5.2.2 Public Affairs/Community Relations

The Contractor shall assist the DOE in conducting programs for community-relations, education, and media coverage for GJPO site activities. This includes establishing and maintaining communication channels to disseminate information to the public, maintaining public reading rooms, encouraging public and stakeholder involvement in GJPO site activities, and responding to public comment and inquiry. The Contractor shall comply with regulatory and emergency planning/response public affairs requirements. The Contractor shall track and analyze public issues related to project goals, and provide information necessary for effective planning and decision making. Public affairs activities will not overlap with those of the Technical Assistance and Remediation Contractor.

5.2.3 Strategic Planning

The Contractor shall develop a strategic planning process that incorporates the vision and mission of the GJPO and defines how the Contractor will support business of the GJPO, its customers and its programs. The plan shall include:

- An analysis of the current strengths, weaknesses, external opportunities for attracting work to GJPO, and the identification and development of solutions for improvements.
- Strategic goals based on the GJPO mission, and action plans and objectives for each goal identified.
- Diversity and total quality management objectives which are consistent with AL and HQ goals.
- Objectives for the safety and health of workers and protection of the environment which meet or exceed applicable environmental, safety and health regulations.

6.0 REPORTING REQUIREMENTS

LIST OF ACRONYMS

ADPE	Automated Data Processing Equipment
ADS	Activity Data Sheets
AL	Albuquerque Operations Office
B&R Code	Budget & Reporting Code
CBX	Computer-based Exchange
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
D&D	Decontamination and Decommissioning
DOE	Department of Energy
EAC	Estimated Cost at Completion
EM	Environmental Management
EPA	Environmental Protection Agency
ES&H	Environmental Safety & Health
FFA	Federal Facility Agreement
FFCA	Federal Facilities Compliance Act
GFE	Government-Furnished Equipment
GJPO	Grand Junction Project Office
GJPORAP	Grand Junction Projects Office Remedial Action Project
ICE	Independent Cost Estimate
IPMS	Integrated Project Management System
LAN	Local Area Network
MWTP	Mixed Waste Treatment Program
NEPA	National Environmental Policy Act
NPL	National Priorities List
OTD	Office of Technology Development
PCB	Polychlorinated Biphenyl
RCRA	Resource Conservation and Recovery Act
RMMA	Radioactive Material Management Areas
ROD	Record of Decision
SARA	Superfund Amendments and Reauthorization Act of 1986
SOW	Statement of Work
TAR	Technical Assistance and Remediation
TSCA	Toxic Substance Control Act
UMTRA	Uranium Mill Tailings Remedial Action (project)
UMTRCA	Uranium Mill Tailings Radiation Control Act
WFO	Work for Others
WBS	Work Breakdown Structure
WMPPAP	Waste Management Pollution Prevention Awareness Program

FIXED PRICE STATEMENTS OF WORK

Yards and Grounds Maintenance

The Contractor shall provide the necessary personnel, materials and equipment for the maintenance and care of the landscaping and lawns on the Grand Junction Projects Office (GJPO) site.

The Contractor shall provide for the mowing, edging, weeding, watering, and fertilizing of approximately 2.44 acres of lawns.

All lawn areas are to be mowed once a week. The Contractor shall use mulching mowers in order not to generate grass clippings for disposal. Edging shall also be performed each time the lawns are mowed. Weeds shall be controlled sufficient to maintain the lawns in good condition.

Lawns shall be watered utilizing automatic sprinkler systems and manual methods. The automatic sprinklers shall be regulated and manual watering performed in a manner to maintain the lawns in good condition.

The lawns shall be fertilized 2 times during the growing season utilizing an appropriate balanced mix of nutrients such as nitrogen, phosphorous, potassium, iron and sulfur.

Shrubs shall be trimmed and pruned a minimum of once per year utilizing correct pruning methods. Additional trimming may be required during the growing season for nuisance branches and/or shrubs.

Leaf raking and clean up shall be required during the fall months. Leaves shall be removed from all ornamentals, flowers, turf, fence areas, and paved areas once every two weeks until the first snow.

Leaves, cuttings, and other wastes may be properly disposed of off-site or the Contractor may establish a composting program on the GJPO site for these materials. The composted material shall be used in flower beds and around shrubs.

All landscaping and lawn care activities shall be performed in conformance with all applicable site ES&H requirements. The Contractor shall inform their workers of possible environmental, safety or health concerns and provide and keep on hand Material Safety Data Sheets (MSDS) for all chemicals or hazardous supplies they provide.

Periodic inspections may be conducted by appropriate Colorado Department of Public, Health and Environment personnel, and spot inspections may be conducted by DOE personnel. Any deficiencies identified during these inspections shall be immediately rectified and violations or repeat violations will be used in evaluating the Contractor performance and/or award.

Cafeteria Services

The Contractor shall provide the necessary personnel and food products to prepare and serve two meals a day at the cafeteria at the Department of Energy (DOE) facility located at 2597 B3/4 Road, Grand Junction, Colorado.

The Contractor shall operate and administer its own business furnishing labor, food, insurance and all other incidental costs, and have the sole responsibility for the success or failure thereof. The Contractor shall retain all revenues; provided, however, that Contractor shall maintain an auditable system to verify such revenue.

General

The Contractor shall furnish attractive, nutritious, wholesome, and healthful food and other merchandise, at reasonable prices in the cafeteria. The Contractor shall offer a variety of foods so that a well-balanced menu can be selected. Alternate foods to meet special dietary needs (such as low calorie, low fat, low cholesterol) must be available. Low calorie products should be used in food preparation. Diet margarine, diet mayonnaise, salt substitutes, and artificial sweeteners shall be available to patrons.

To ensure a good variety in foods offered, the menus shall be varied at least every week for the entrees, soups, and vegetables. This means that different daily menus are offered. The Contractor shall offer special menus for holiday seasons and other occasions to break the monotony of the routine.

Minimum Menu Requirements

The Contractor shall adhere to minimum requirements for menus as listed below.

Breakfast - Served from 7:30 a.m. to 8:30 a.m.

Menu to include:

Eggs	Cooked to order; egg substitution (cholesterol free) to be offered if demand justifies
Meat	Choice of one
Potatoes	Choice of one
Pancakes	Choice of one
Cereal	Cold - choice of three
Bread	Choice of two - one of which shall be whole wheat
Pastry	Choice of two
Fruit	Choice of two
Beverage	Choice of six which must include: coffee, tea, milk (whole and low fat white), and fruit juice (choice of two).

Maintenance

The Contractor shall perform and be responsible for washing and cleaning of dishes, glasses, tableware, trays and all other kitchen and service equipment; for the washing, cleaning, and arranging of tables and chairs in dining areas; and for the laundering service. The contractor providing cafeteria services shall be responsible for all janitorial and cleaning services and supplies required in the food preparation, serving, storage, and dishwashing areas within the cafeteria. This contractor shall be responsible for immediately cleaning up food accidentally spilled in the dining areas to prevent safety and health hazards. The contractor providing janitorial services shall be responsible for cleaning, sweeping and vacuuming, the dining areas and rest rooms as provided in the Statement of Work for Custodial Services.

The Contractor shall be furnished with suitable cafeteria and kitchen space equipped and ready to operate. Minimum service areas may be added or deleted by mutual agreement between the Contractor and the DOE Contracting Officer. The facility has a serving area with a full food preparation kitchen, and a serving line that contains steam table and sandwich order stations.

Damage to Facilities

The Contractor agrees, at its own expense, to replace or repair the cafeteria building-space together with all furniture, fixtures, equipment, and facilities provided which are lost, damaged, or destroyed as the result of the negligence of the Contractor's employees.

Safety, Health, Environment, Property and Fire Protection

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the environment and the property, safety and health of Contractor, Contractors, and DOE employees, visitors and members of the public, and shall comply with all applicable environmental, safety and health laws, rules and regulations, as amended, of the federal, state, and local governments and DOE.

Reports

The Contractor agrees to keep accurate, complete, and separate records of all receipts and disbursements in connection with the daily operations at the cafeteria.

The Contractor shall provide three (3) copies of a monthly operating statement including revenues (catering or cafeteria and breakfast or lunch), operating costs (product, labor), (profit), and statistics which include at least customer counts and average sales per customer.

The medical department shall also maintain a random drug-screening urinalysis program which meets all of the requirements of good business practices and appropriate DOE Orders.

The medical department shall provide a wellness program for GJPO which provides an ergonomics program, a back injury prevention program, and training in cardiopulmonary resuscitation, first aid, and blood borne pathogens. Health counseling services shall be available to all employees.

The medical department shall provide an Immunization Program consistent with the Center for Disease Control (CDC) guidelines. Tetanus/Diphtheria immunization, Hepatitis B vaccine, and Influenza vaccine shall be available for all employees. Serial desensitization for allergies may be offered in the interest of saving lost time off the job.

The medical department shall ensure that immunization programs for blood borne pathogens and biohazardous waste conform to OSHA regulations and CDC guidelines for those employees at risk to these forms of exposure.

The medical department shall inform their workers of possible environmental, safety or health concerns and provide and keep on hand Material Safety Data Sheets (MSDS) for all chemicals or hazardous supplies they provide.

The Contractor shall be responsible to protect all medical records in accordance with the requirements of DOE security regulations, applicable federal laws, and the Privacy Act. Disclosure of information from an employees health records shall not be made without written consent, except as permitted by law or Federal regulations.

Safeguards and Security

The Contractor shall provide the necessary personnel and management staff to perform the security services described below in support of the Department of Energy's (DOE's) Grand Junction Projects Office (GJPO) at Grand Junction, Colorado, in accordance with applicable federal, state and DOE regulations.

The Contractor shall provide security services for the GJPO compound located at 2597 83/4 Road. The security program shall comply with the DOE-approved Site Security Plan, and include the uniformed protective force program and the physical protection program.

GJPO is a property protection facility. The equipment and facilities are Government assets which are afforded physical protection. There is no classified material or information nor is there an anticipated need for such material or information to be retained on site. The GJPO security force is unarmed and does not have arrest authority.

Work Requirements:

The Contractor shall provide a skilled and trained uniformed security force which protects personnel, Government property, sensitive information and the environment in compliance with DOE orders. Hours outside the normal operating hours of the GJPO facility will require routine security patrols on foot or in vehicles. The security patrols shall perform random tours of the grounds inside the GJPO compound and its perimeter approaches to the compound.

The Contractor shall provide access and egress control to the GJPO facility and perform random searches to prevent unauthorized entry, ensure that prohibited items are not introduced to the GJPO facility and prevent the unauthorized removal of property. Scans of all computer hardware and software shall be performed to detect viruses before entering the facility. Access and egress to the GJPO facility is provided as follows:

- | | | |
|-------------|---|--|
| South Gate | - | 24 hours, 7 days per week (manned by a minimum of 2 guards) |
| Center Gate | - | 0645-1730, Monday through Friday except holidays (manned by a minimum of 1 guard) |
| North Gate | - | 0700-0800; 1130-1300; and 1600-1700 Monday through Friday except holidays (manned by a minimum of 1 guard) |

The Contractor shall develop and maintain the GJPO Security Training Program in an effective manner and assure the competencies needed for the GJPO security force to perform required tasks. This program shall encompass initial training, refresher training, special training, on-the-job training, and maintenance of training records.

The Contractor shall maintain a trained emergency response capability for rendering lifesaving first-aid treatment 24 hours a day.

The Contractor shall operate and monitor all DOE-GJPO security, fire and evacuation alarm systems and provide response. The National Warning System (NWS) shall also be monitored and response provided to tests and exercises.

Custodial Services

GENERAL

- 1.1 SCOPE OF WORK. The Contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform custodial services as defined in this Statement of Work (SOW) at the US. Department of Energy (DOE) office located at 2597 B 3/4 Road, Grand Junction, Colorado. The Contractor shall perform to the standards in this contract. The estimated building requirements and square footage are listed in Exhibit 2.
- 1.2 PERSONNEL
- 1.2.1 Contract Manager. The Contractor shall provide a Project/Contract Manager who shall be responsible for the performance of the work. The name of this person and alternate, who shall act for the Contractor when the Contract Manager is absent, shall be designated in writing to the Contracting Officer (CO).
- 1.2.1.1 The Contract Manager or alternate shall have authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
- 1.2.2 Contractor personnel shall present a neat appearance and be easily recognized. All Contractor employees will be required to pass a security background check prior to employment and wear identification badges at all times during normal work hours. Such badges shall be furnished by the DOE. No badges shall ever be reassigned to a different employee. The Contractor shall furnish the prime Contractor a listing of personnel and badge numbers within 30 days of the contract start date. The Contractor shall notify the prime Contractor of all employee terminations and ensure that badges and other property is returned. This listing shall be updated monthly.
- 1.2.2.1 Contractor personnel shall not smoke or consume food or drink while performing work on this contract and/or in areas where prohibited.
- 1.2.3 Employee Training. The Contractor shall, at no additional cost to the Government, ensure that each employee used in the performance of this contract is adequately trained and instructed to competently perform the work. The Contractor shall maintain records of this training and these records shall be made available for Government review upon request.
- 1.3 QUALITY CONTROL
- 1.3.1 Establish and Maintain. The Contractor shall establish and maintain a complete Quality Control Plan to ensure the requirements of the contract are provided as specified. An updated copy must be provided to the Prime Contractor on the contract start date and as changes occur.

1.3.2 Content. The plan shall include:

1.3.2.1 Inspection System. An inspection system covering all the services specified in this SOW. It must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections. The person performing the inspections shall not be involved in the performance of the work.

1.3.3 Government Review. The Government will review the Contractor Quality Control Plan to determine if it is adequate. If the plan is found to be adequate, the Government will accept the plan. If the plan is not adequate as submitted, the deficiencies will be identified to the Contractor in writing. The Contractor shall correct all identified deficiencies and submit a corrected Contractor Quality Control Plan to the Prime Contractor within ten working days or contract start date, whichever is sooner. This provision is applicable to any revisions or updates to the plan throughout the contract period.

1.3.4 Customer Complaints. The DOE will notify the Contractor of valid customer complaints of defective service or non-performance of service. Upon receipt of such notification, the Contractor shall rectify the situation immediately and notify the DOE when this is completed. The Contractor shall also determine and correct the cause of the defected service or non-performance. Customer Complaint Forms will be forwarded to the Contractor by the DOE. Upon receipt, the Contractor shall enter the corrective action and measures taken to prevent recurrence and return the form to the DOE within two days of receipt.

1.4 PHYSICAL SECURITY

1.4.1 General. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured, i.e., closing windows, locking doors, and turning off fans and desk lights.

1.4.2 Key Control. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that will be included in the Quality Control Plan.

1.5 HOURS OF OPERATION

1.5.1 Work Hours. The services provided by the Contractor shall be during the normal off duty hours which is the least disruptive to personnel working in the GJPO Complex. Some areas may be accessible only during certain hours. Contractor will submit a work plan for duty hours. Any deviations from approved hours of operation require COR approval prior to implementation.

1.5.2 Recognized Holidays. The Contractor is not required to provide service, except as noted below, on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor

Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. For services that fall on a holiday, the work shall be accomplished on the day following or preceding the holiday. When a service is required more than five times a week, the work shall be accomplished on this holiday.

- 1.6 CONSERVATION OF UTILITIES. The Contractor shall instruct employees in utility conservation practices. The Contractor shall be responsible for performing under conditions which preclude the waste or misuse of utilities.
 - 1.6.1 Government telephones shall not be used for personal reasons nor for any toll or long distance calls. The Contractor shall strictly enforce this contract provision. Any identified long distance charges shall be deducted from the Contractor's monthly invoice.
- 1.7 LOST AND FOUND PROPERTY. It is the responsibility of the of the Contractor to ensure that all items of possible personal or monetary value found by Contractor's employees are turned in to the COR as soon as possible.
- 1.8 MEASUREMENT OF AREAS. The floor areas have been computed from wall-to-wall dimensions and scales indicated on drawings on file. It is the responsibility of the prospective Contractor to verify or accept as correct the areas and uses, as indicated, before submitting an offer.
- 1.9 WORK. Work will be considered not in compliance with contract requirements when any one of the following conditions exist:
 - 1.9.1 The work tasks in an area were not performed in strict accordance with the requirements in the Specific Tasks.
 - 1.9.2 The specified equipment, tools, or chemicals were not used or were not in good operating condition.
 - 1.9.3 The tasks were not performed in accordance with the Frequency Schedule.
 - 1.9.4 The areas cleaned were determined unsatisfactory in a walk-through inspection, and a discrepancy report was issued.
- 1.10 SAFETY
 - 1.10.1 The Contractor shall instruct all employees in appropriate safety measures and inform them of their obligation to obey existing safety regulations. In addition, the Contractor shall not permit placing or using of mops, brooms, or equipment in traffic lanes or other locations in a manner to create safety hazards, and shall provide appropriate warning signs for slippery areas. Contractor personnel shall interrupt their work at any time to allow passage of personnel and equipment. Contractor will provide a safety plan and safety policy.
 - 1.10.2 All electrical equipment used by the Contractor shall meet all Occupational Safety and Health Administration (OSHA) safety requirements and shall be Underwriter's Laboratory approved.

- 1.10.3 All materials, supplies, and/or equipment shall be stored in assigned storage areas. All combustibles, oily or dirty rags/wipes, etc., shall be placed in metal cans with self-closing lids. It is the Contractor's responsibility to secure all items susceptible to theft or removal from the Complex.
 - 1.10.4 All dirt and debris resulting from work under this contract shall be disposed of daily at the completion of work. Cleaning solution shall be disposed of in plumbing fixtures provided for this purpose: sink drains or drains hooked to sanitary sewers.
 - 1.10.5 All supplies proposed for use by the Contractor must be submitted on appropriate forms with Material Safety Data Sheets (MSDS) which show the chemical content of each product.
- 1.11 SUPPLIES. The Contractor will maintain a month's supply of all Contractor-furnished expendable supplies. The DOE will provide a storage area for these supplies, and supply levels will be Contractor monitored to ensure that an adequate supply is on hand at all times.

SPECIFIC TASKS

- 2.1 MANAGEMENT. Contractor shall schedule cleaning services. The task/frequency charts for cleaning in Technical Exhibit 1 and the indicated time frames shown in the remarks column shall be the basis for scheduling of work in the specified buildings/areas.
- 2.1.1 When facility defects are found (in the process of performing custodial duties), they shall be reported to the Prime Contractor in writing.
 - 2.1.2 Document Scheduled Cleaning. As the scheduled periodic work is performed, the Contractor shall ensure the workers document the work on the schedule when services are performed. The Contractor shall submit the documented schedules with the monthly invoices for payment.
 - 2.1.3 Special Cleanups. When special cleanups are ordered, the Contractor shall enter these on a special cleanup schedule. As the work is performed, the Contractor shall ensure the work is documented. The Contractor shall submit the documented schedules with the monthly invoices for payment.
- 2.2 BASIC CLEANING. The Contractor shall provide the cleaning services indicated on the Task and Frequency Chart, Technical Exhibit 1, and the approved work schedule to include:
- 2.2.1 Vacuum Carpet. After being vacuumed, the carpeted floor shall be free of all visible litter and soil. Any spots shall be removed as soon as noticed. Contractor is only responsible for spot cleaning of areas smaller than three square feet. Spills/stains larger than three square feet will be reported to COR immediately and accomplished during the major carpet cleaning described in paragraph 2.3.4 - Clean Carpets. All tears, burns, and unraveling shall be brought to the attention of the Prime Contractor immediately.

- 2.2.1.1 All surface litter such as paper, gum, rubber bands, paper clips, etc., shall be removed prior to vacuuming carpeted floors. The vacuum shall be used to vacuum surface soil and embedded free from all areas accessible to the carpet vacuum. The beater bar shall be adjusted to correspond with the pile height of the carpet. Additionally, as necessary to prevent any visible accumulation of soil or litter in carpeted areas inaccessible to the upright carpet vacuum, a vacuum with crevice tool and brush attachment shall be used for all corners.
- 2.2.1.2 Change of Carpet. A change in carpet type shall not constitute a change condition and shall not entitle the Contractor to additional or less compensation for work performed. Contractor shall perform the prescribed and appropriate cleaning methods for whatever type of carpet that exists.
- 2.2.1.3 Sweep Floors. After the floor has been swept, the entire floor surface, including corners and abutments, will be free of litter, dust, and foreign debris. Chairs, trash receptacles, and easily movable items shall be tilted or moved to sweep underneath and then returned to original position when work is completed. Stairways, landings, and entryways are included as floor surface.
- 2.2.1.4 Mop Floors. All accessible areas shall be mopped. Floors in computer areas and elevators shall be vacuumed, then mopped with a staticide solution using a minimum amount of water. Chairs, trash receptacles, and easily movable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks or mop streaks on furniture, walls, or baseboards or mop strands remaining in the area. Stairways/landings are included. Do not mop wood. This task applies to all uncarpeted floors.
- 2.2.1.5 Maintain Floors. All uncarpeted areas accessible to floor machines shall receive floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform coating of nonskid floor finish, have a uniform, glossy appearance, and be free of scuff marks, heel marks, and other stains and discolorations. All floor maintenance solutions shall be removed from baseboards, furniture, equipment, trash receptacles, etc. Chairs, trash receptacles and easily movable items shall be tilted or moved to maintain floors underneath. All moved items shall be returned to their original position when all operations have been completed. Floor maintenance includes the techniques of dry buffing, spray buffing, stripping, and waxing as required to achieve the above-stated results. The Contractor should apply these techniques only to the portion of the floor requiring the work to bring the entire floor up to the standard unless it is necessary to apply these techniques to the entire floor to bring it up to the standard. Wax is only to be applied to floor surfaces that have been cleaned.

- 2.2.1.13 Clean Drinking Fountains. Contractor shall scrub, clean, and disinfect all types of surfaces, including the orifices and drain. The front and sides of the fountain shall be damp wiped. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
- 2.2.1.14 Clean Chalkboards. Unless marked "DO NOT ERASE," chalkboards shall be cleaned by removing all writing, dust, streaks, marks, and smudges from the chalkboard and chalk tray.
- 2.2.1.14.1 White boards shall not be cleaned by the Contractor. Only the trays shall be cleaned out by removing all dust and streaks.
- 2.2.1.15 Perform Spot Cleaning. Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces, partitions, walls, doors, and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, break areas, and drinking fountains. Brass hardware, aluminum bars, and other metal on doors shall be polished with a polishing compound. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of removed soil.
- 2.2.2 Clean and Supply Restrooms. The Contractor shall perform the following work for the indicated areas on the Task and Frequency Chart, Technical Exhibit 1.
- 2.2.2.1 Completely damp clean/scrub and disinfect all surfaces of toilet bowls, urinals, lavatories, locker rooms, showers, shower curtains, dispensers, and other such surfaces using a germicidal detergent. Floor drains shall also be cleaned and disinfected. After cleaning, all surfaces shall be completely free from dirt, stains, streaks, residues, debris, urine, and odors. All metal (brass, chrome, etc.) shall be clean and present a streak free and spot free appearance. In addition to cleaning restrooms, Contractor shall remove all trash.
- 2.2.2.2 Disinfect all surfaces of partitions, stalls, stall doors, and wall-mounted lavatories, urinals, floors, and toilets.
- 2.2.2.3 Descalc Sink, Toilet Bowls, and Urinals. After descaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
- 2.2.2.4 Resupply Restrooms. Restrooms shall be sufficiently stocked so supplies do not run out.
- 2.2.2.5 Chairs in Restrooms. All vinyl lounge cots/chairs shall be damp cleaned using a germicidal detergent.
- 2.2.2.6 Brass, ceramic, porcelain and chrome fittings, "fixtures" that have been cleaned shall be wiped dry, free from all deposits, soap

film, stains, streaks, spots, and foreign matter, including those under fixture edges, lips and all exposed edges.

- 2.2.2.7 Restroom floors shall be swept and mopped daily leaving no deposits, soap film, stains, streaks, and foreign matter. This includes the baseboards.

2.3 PERIODIC CLEANING TASKS. The Contractor shall accomplish all cleaning tasks listed below in accordance with the Task and Frequency Chart, Technical Exhibit 1 and the approved work schedules. All work shall meet the specified standards.

2.3.1 Perform High Dusting. The Contractor shall perform high dusting so that after dusting, all dust, lint, litter and dry soil shall be removed from all surfaces 7'-0" above the floor surface to include venetian blinds where installed, grills, lights, cables, ledges, walls, ceilings, vents, and pipes. Venetian blinds, when installed, are included in high dusting regardless of mounted height. Venetian blinds shall be removed and washed to remove all soil and stains. After washing, blinds shall be reinstalled in down and open position. Drapes, where installed, are to be vacuumed.

2.3.2 Clean Windows. Windows are the glass surfaces which are an integral part of the outer surface of the building.

2.3.2.1 Clean Windows. The Contractor shall clean interior and exterior window surfaces so that all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass. Screens shall be removed, cleaned, and reinstalled.

2.3.2.2 Second Floor and Above Windows. Exterior second floor and above windows shall be cleaned in strict accordance with OSHA standards. A hydraulic lift, scissor lift, or similar shall be used to clean exterior windows above the first floor or out of reach due to air conditioning equipment, shrubbery, or other obstacles. To protect landscaping, sidewalks, and pavement, planking shall be used under the equipment.

2.3.3 Clean Light Fixtures. Light fixtures include, but are not limited to: ceiling lights, emergency exit lights, lighted signs, fans and blades, canopy lights, and wall mounted lights. The Contractor shall clean light fixtures so that after cleaning, the inside and outside of all light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter. Metal ladders shall not be used in cleaning of light fixtures.

2.3.4 Clean Carpets. The Contractor shall clean carpets so that after cleaning, the carpeted area shall be uniform in appearance and be free of stains and discoloration. The Contractor shall remove all cleaning solutions from baseboards, furniture, trash receptacles, chairs, and other similar items.

2.3.4.1 Considerations. The Contractor shall clean carpets using one of the methods below. The method used shall be safe and harmless to carpet and shall leave no lingering or objectionable odors. The appropriate method shall be selected by the Contractor after an

on-site inspection. In all cases, cleaning shall not adversely affect appearance or durability of carpeting. Shrinkage of carpeting shall not be permitted. Movement of furniture in the area to be cleaned and reinstallation in original position after cleaning shall be done by the Contractor. Items of furniture which contact the carpet surface on other than legs or rollers shall not be reinstalled until after the carpet has completely dried.

- 2.3.4.2 Soil Extraction Method. When using this method, the Contractor shall thoroughly vacuum carpets by using a suitable commercial or industrial vacuum machine to remove foreign matter (e.g., embedded dirt and sand particles) and loosen matted pile. The temperature of the water used shall be at least 130 F at the originating point (i.e., carpet cleaner tank). The cleaning process shall remove all traces of visible dirt, grime, and soil from carpets, leaving them free from residual matter. After cleaning, carpets shall be vacuumed with a water pickup vacuum to remove as much moisture as possible, and then brushed to restore flattened pile to its natural lay. Carpets shall be protected from soiling or damage after cleaning.
- 2.3.4.3 Dry Cleaning Method. When using this method, the Contractor shall thoroughly vacuum carpet by using a suitable commercial or industrial vacuum machine to remove foreign matter (e.g., embedded dirt and sand particles) and loosen matted pile. Carpets shall be cleaned using the appropriate equipment designed specifically for dry cleaning carpets. The equipment shall be motor driven and of the double brush (drum type). The dry cleaning powder or solvent shall be non toxic and nonflammable. The cleaning process shall remove all traces of visible dirt, grime, and soil from carpets, leaving them free from residual matter. After cleaning, carpets shall be vacuumed again and then brushed to restore flattened pile to its natural lay. Carpets shall be protected from soiling or damage after cleaning.
- 2.3.4.4 Soil Retardant. Soil retardant shall be applied to cleaned carpeting immediately after cleaning, in certain areas, as directed by Prime Contractor. The retardant used shall be fluorocarbon-based (e.g., Scotch Guard, Zepel, or equal). Soil retardant shall be applied in accordance with the manufacturer's instructions using equipment approved by the manufacturer. Two applications are required; the second application shall be at right angles to the first, so as to ensure even coverage. The retardant shall be capable of protecting carpeting against dirt, water-based spills, and oil-based spills. Treated carpet shall demonstrate repellency when tested by both mineral oil and tap water 48 hours after application.

2.3.5 Libraries, Vault, and Storage Area Shelving

2.3.5.1 Libraries and vault shelves shall be thoroughly dusted and floors maintained to meet the standards established in the Basic Cleaning.

2.3.5.2 Storage bins and shelving areas shall be thoroughly dusted and damp wiped to meet the standards established in the Basic Cleaning.

2.3.6 Computer Areas

2.3.6.1 Floor registers, other than those installed directly below computers, shall be removed and vacuumed.

2.3.6.2 Floors shall be scrubbed by applying the floor cleaner with a mop that has been wrung out with a squeeze-type wringer and using a fine-grade synthetic pad under a power machine. The spent cleaner shall be taken up with a wet vacuum and the floors shall be rinsed with a clean mop that has been frequently dipped in clean water containing staticide and wrung damp-dry. The floor shall dry thoroughly, after which a thin coat of floor finish shall be applied with a mop by dipping the mop into a finish and squeezing out excess with a squeeze-type wringer. When the entire area is dry, a second coat shall be applied in the same manner. Machine buff to a final finish after drying.

2.4 SPECIAL CLEANUPS

General. This service includes, but is not limited to, custodial services covered by this SOW on an unscheduled basis. Contractor shall perform all work required to provide special cleanups. Special cleanups shall be performed only at the specific direction of the Prime Contractor. This type work will be billed and payment made in accordance with the bid schedule.

2.4.1 Special cleanups may include such special events as high-level visits/conferences, open houses, and building reopening after renovations. This service includes, but is not limited to, custodial services on an unscheduled basis.

2.4.2 Response Time. All special cleanups shall be performed as requested. The Government will attempt to provide the Contractor with as much notification as possible and the required response time will be provided at the time of notification. However, it can be expected that some requirements will be short notice with response required within as little as four hours of notification. The Contractor shall meet the specified response time.

2.4.3 Noninterference. The work required by this provision is in addition to, and not in lieu of, the basic and periodic cleaning requirements of this SOW. Therefore, the performance of such work shall not interfere with the performance of the above specified services.

- 2.4.4 Emergency Services. The Contractor shall provide emergency services as specified below. Emergency services shall include, but not necessarily be limited to: removal of water, soil and debris, cleaning of floors, walls and baseboards, and other associated cleaning requirements resulting from leaks, spills, plumbing system breaks or backups, storm damage, fire and smoke damage, and weather conditions. The Contractor shall respond to requests for emergency services immediately.
- 2.4.5 Response Time. The Contractor shall respond to requests for emergency services immediately.
- 2.4.6 Work Order. The Contractor shall prepare a work order showing the work to be done for each emergency service call. A Contractor developed work order number shall be entered on each work order and this number shall be provided to the Prime Contractor. The Contractor shall submit the completed work orders with the monthly invoices for payment.

TECHNICAL EXHIBIT 1
TASKS AND FREQUENCIES CHART

Page 1 of 5

General:

The Contractor shall perform all the scheduled tasks listed on the following Task and Frequency Charts.

No deviations to the scheduled tasks shall be made without permission from the Prime Contractor or as otherwise prescribed for in this contract.

Tasks and the days they are to be performed or completed are already listed on the charts.

Code Index:

Months:	JAN	MAY	SEPT
	FEB	JUN	OCT
	MAR	JUL	NOV
	APR	ALG	DEC

Days:	M-Monday	TH - Thursday
	T - Tuesday	F - Friday
	W - Wednesday	

Frequencies:

- 1 D - Once a day
- 2 D - Twice a day
- 1 W - Once a week
- 2 W - 2 times weekly
- 3 W - 3 times weekly
- 4 W - 4 times weekly
- 5 W - 5 times weekly
- Y - Annually
- 2 Y - 2 times a year
- 4 Y - 4 times a year
- 6 Y - 6 times a year
- AR - As Required
- 1 M - Once monthly
- 2 M - Twice monthly
- M 2 - Every 2 months
- M 3 - Every 3 months (Quarterly)
- M 4 - Every 4 months

TECHNICAL EXHIBIT 1
TASKS AND FREQUENCIES CHART
Page 2 of 5

DAILY/WEEKLY SERVICES

Building: All Grand Junction Projects Office buildings

TYPE OF SERVICE	FREQ	MON	TUE	WED	THUR	FRI
Sweep & dust mop all hard surface floors.	5W	X	X	X	X	X
Wet mop all hard surface floors.	5W	X	X	X	X	X
Spray buff entrance areas & lobby floors.	2W		X		X	
Spray buff all hard surface floors.	2W		X		X	
Wash all entrance area windows & doors - both inside and out. Must be free of streaks & smudges.	5W	X	X	X	X	X
Spot clean interior glass.	5W	X	X	X	X	X
Vacuum & clean elevator tracks, floors, walls, doors & floor frames.	5W	X	X	X	X	X
Empty all ash trays & ash urns.	5W	X	X	X	X	X
Empty & clean all trash receptacles.	5W	X	X	X	X	X
Dust & clean desks, chairs, file cabinets, partitions, ledges, & other office furniture & equipment	5W	X	X	X	X	X
Remove all fingerprints & smudges from walls, woodwork, doors, light switches, handrails, toilet partitions, etc.	5W	X	X	X	X	X

TECHNICAL EXHIBIT 1
 TASKS AND FREQUENCIES CHART
 Page 3 of 5

DAILY/WEEKLY SERVICES

Building: All Grand Junction Projects Office Buildings

TYPE OF SERVICE	FREQ	MON	TUE	WED	THUR	FRI
Clean all rest rooms thoroughly-clean, wet mop, and disinfect. Refill soap, towel, tissue, & feminine product dispensers.	5W	X	X	X	X	X
Wash rest room partitions & walls.	5W	X	X	X	X	X
Clean & polish all drinking fountains.	5W	X	X	X	X	X
Vacuum thoroughly and remove stains.	5W	X	X	X	X	X
Sweep & mop stairways & landings.	5W	X	X	X	X	X
Clean & polish all metal surfaces - brass, stainless steel, etc.	2W		X		X	
Sweep outside entryways.	5W	X	X	X	X	X
Spot clean interior partitions & doors.	1W			X		
Thoroughly clean telephones.	1W			X		
Dust rest rooms partitions, walls, vents, & doors.	5W	X	X	X	X	X
Clean & polish all brass using non-abrasive brass cleaner.	5W	X			X	

EXHIBIT 1
 TASKS AND FREQUENCIES CHART
 Page 4 of 5

PERIODIC SERVICES

Building: All Grand Junction Projects Office buildings

DESCRIPTION OF SERVICE	FREQ	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Clean carpets using extractor method.	3Y	31			30						31		
Strip, seal, & wax all hard surface floors (excluding any special requirements items).	2Y		28						31				
Scrub & re-coat all hard surface floors.	6Y	31		31		31		31		30		30	
Scrub & re-coat all hard surface entryway floors including adjacent hallways.	2Y						30						31
Vacuum/clean all upholstered furniture.	1M	31	28	31	30	31	30	31	31	30	31	30	31
Shampoo & spot clean all upholstered furniture.	1Y						30						
Wash & wipe clean window blinds.	1Y					31							
Dust window blinds.	1M	31	28	31	30	31	30	31	31	30	31	30	31

TASKS AND FREQUENCIES CHART
Page 5 of 5

PERIODIC SERVICES

Building: All Grand Junction Projects Office buildings

DESCRIPTION OF SERVICE	FREQ	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Clean & wash light fixtures.	1Y	31											
Wash/clean all exterior windows.	1Y						30						
Wash and clean windows over main entrances.	1M	31	28	31	30	31	30	31	31	30	31	30	31
Pressure wash exterior brick entrances.	1Y							31					
Thoroughly clean interior glass.	1M	31	28	31	30	31	30	31	30	31	30	31	30
Machine scrub rest room floors.	1M						30						

EXHIBIT 2
BUILDING DESCRIPTIONS/SQUARE FOOTAGE

Page 1 of 3

1. This contract requires the subcontractor to do custodial work at the Grand Junction Projects Office site. Any special requirements unique to this site are listed below.
2. The measurements of floor areas shown are approximate and furnished for information only. The areas shown do not include entry pad, porch, vestibule, or sidewalk areas around dumpsters. However, it is required these areas be cleaned as prescribed in Exhibit 1, Tasks and Frequency Charts.
3. Measurements of walls, windows, ceiling, and ground areas are not included but are required service areas as prescribed in the Task and Frequency Charts.
4. The subcontractor shall visit the premises and thoroughly familiarize himself with all details of the work, work areas, and working conditions and to verify an understanding of all dimensions in the buildings. This shall be done prior to bid submittal or the subcontractor must accept the areas and work described as part of the contract.

Building Requirements - Square Footage

27 buildings (three are two-story)

Gross sq. ft. - 170,000

Hard floors (areas that require mopping) - 53,007 sq. ft.

Carpeted areas - 116,993 sq. ft.

Rest Rooms - 5,550 sq. ft.

Plumbing Fixtures Inventory

Toilets - 95

Urinals - 40

Lavatories - 82

Slop sinks - 16

Lab sinks - 23

Showers - 10

Other sinks - 17

EXHIBIT 2
BUILDING DESCRIPTIONS/SQUARE FOOTAGE

Page 2 of 3

Cleaning Area in Sq. Ft. of Floor Broken Down by Building	
1st Floor	
Building	Total Sq. Ft. per Building
2	2253
7	9099
11	717
12	18878
18	4382
19	844
20	15272
26	905
28	13686
29	200
31	3704
32	3885
46	2763
53A	1333
53B	1297
53C	1333
54	9291

Cleaning Area in Sq. Ft. of Floor Broken Down by Building	
1st Floor	
Building	Total Sq. Ft. per Building
55	5275
56	5385
57A	1404
57B	355
57C	1390
57D	1347
57E	1405
810	15703
938	18746
3022 (Excluding Bay Area)	13209
2nd Floor	
7	2725
810	8688
3022	4544

Special Area Selected for Monthly Cleaning	
1st Floor	
3022 (Bay Area)	8349

EXHIBIT 2
BUILDING DESCRIPTIONS/SQUARE FOOTAGE

Page 3 of 3

Window Inventory		
Building	Windows	Windowed Doors
1	7	4
2	13	3
7	42	9
11	12	4
12	110	9
18	16	3
19	17	2
20	32	12
26	7	2
28	26	15
29	5	2
31	20	3
32	13	3
46	5	3

Window Inventory		
Building	Windows	Windowed Doors
53A	8	2
53B	8	2
53C	8	2
54	23	4
55	31	2
56	9	4
57A	4	2
57B	0	2
57C	4	2
57D	4	2
57E	4	2
810	324	7
938	51	6
3022	94	11



PART III

SECTION J

ATTACHMENT B

REPORTING REQUIREMENTS
CHECKLIST

REPORTING REQUIREMENTS CHECKLIST

PURPOSE

The checklist identifies and communicates additional reporting requirements which are not otherwise set forth in COE contractual agreement. It will be included as part of the contractual agreement. 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 boxes 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 addresses 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 requested prior to award. The number of copies required and the addresses are similarly finalized prior to award.

Item 5. This item lists the possible frequency codes to be coded in the selection of reporting requirements.

Item 6. Attach special instructions as necessary. Check the appropriate boxes.

Item 7. Signature of person preparing checklist and the date prepared.

Item 8. Signature of person reviewing the checklist and date reviewed.

SUMMARY REPORT

PURPOSE

A graphic presentation of integrated cost, labor, and schedule information for rapid analysis and trend forecasting.

INSTRUCTIONS

- Item 1. Enter the title, as it appears in the official document establishing the contractual agreement.
- Item 2. Enter the inclusive start and completion dates for the reporting period for this report.
- Item 3. Enter the contractual agreement identification number as it appears in the official establishing document.
- Item 4. Enter the name and address including zip code of the contractor, organization, or agency, as they appear in the award instrument.
- Item 5. Enter the official start date of the original contractual agreement.
- Item 6. Enter the official completion date as of the latest official modification to the contractual agreement.
- Item 7. Enter current fiscal year.
- Item 8. In the extreme left of the 15 blocks enter the first letter of the fiscal year month of agreement or award initiation. Enter successive months as required. For new fiscal year "Summary Report" submissions enter the months of the new fiscal year plus the first three months of the subsequent fiscal year.
- Item 9. Enter an appropriate scale in dollars for the horizontal lines in the grid. On the grid formed by the dollar scale and the months of the year, plot planned cumulative cost (using a dashed line) for the time period shown in Item 8. Plot actual cumulative cost (using a solid line) for each month up to and including the month being reported, with a dotted line extended from that point to indicate estimate of costs to be incurred. If applicable, enter total obligation ceiling line at the top of the graphical representation. The total obligation ceiling is the total funds obligated by the Government plus the participant's cost share. When applicable, reflect changes in obligation ceiling without changing prior month's ceiling. In subsequent fiscal year reports, adjust the graphic scale as necessary to accommodate for cumulative reporting to include prior fiscal year data.
- Indicate unit of measure applied to cost status graph (such as hundreds, thousands, etc.).
 - Enter the associated S&R numbers.
 - Enter the date of the current approved cost plan.
 - Enter total actual costs for all prior fiscal years.
 - Enter total planned costs for all prior fiscal years (see latest approved "cost plan," Item 8).
- Enter the current estimated cost for the subsequent reporting period.
- Enter total planned cost for each month shown in Item 8.
- Enter total actual cost for each month shown in Item 8 up to and including the month being reported. Subtract the actual cost (9d) from the planned cost (9c) for each month up to and including the month being reported and enter the difference.
- Enter the cumulative variance by reporting period. Show unfavorable variances in parentheses.
- Item 10. Enter an appropriate scale in labor for the horizontal lines on the grid. On the grid formed by the labor scale and the months, plot planned cumulative labor (using a dashed line) for the time period shown in Item 8. Plot the actual cumulative labor (using a solid line) for each month up to and including the month being reported, with a dotted line extended from that point to indicate estimated labor to be incurred if applicable. Enter the total labor ceiling line at the top of the graphical representation. The total labor ceiling is the total labor funded by the Government plus the contractor's share, when applicable. Reflect changes in labor ceiling line without changing prior month's ceiling in subsequent fiscal year reports. Adjust the graphic scale as necessary to accommodate for cumulative reporting to include prior fiscal year data.
- Indicate unit of measure applied to labor status graph (exact, hundreds, thousands, etc.).
 - Enter the date for the latest approved "Labor Plan".
 - Enter total planned labor for all prior fiscal years.
 - Enter total actual labor for all prior fiscal years.
 - Enter current estimate of total labor required to complete the contract. This includes actuals for prior years, the current fiscal year actuals to date, plus the participant's best estimate of labor required to complete the remaining work on the contract.
 - Enter the total negotiated contract labor.
 - Enter total planned labor for each month, indicated in Item 8.
 - Enter total actual labor for each month up to and including the month being reported. Subtract the actual labor (10h) from the planned labor (10g) and enter the difference. Show unfavorable variances in parentheses.
 - Enter the cumulative variance by month. Show unfavorable variances in parentheses.

Item 11. a through g - Enter event identified as established in contractual agreement. In the space to the right of each event plot milestone and activity data by month. Use charting information shown at the end of these instructions in the column entitled "Comments" enter any pertinent additional information concerning milestone status (e.g., schedule revision, date scheduled for milestones completion if not possible to show in graph, etc.).

Item 12. Signature of responsible contractor, agency, or organization project manager and date signed verify the validity of the information furnished based on the participant's knowledge of the progress and status.

Charting information

SYMBOLS	EXAMPLES	SYMBOLS	EXAMPLE
Major event	A Major event with an activity bar	Activity bar	Same as example above except that here a time line is used in place of an activity bar
Major event on project critical path	B Time now and work done	Time line	Original major event date and four approved changes (all shippages) to this date
Intermediate event (Deliverable, Supporting event, or decision point)	C First change approved (improvement)	Time now	Original major event date and two subsequent approved changes (one improvement to that date)
Intermediate event completed early or late	D Improvement, not contractually implemented	Time now	Intermediate event schedule deviation
Proposed schedule deviation (late or early for a major event)	E First change approved (improvement)	Time now	
	F Activity ahead of schedule	Time now	
	G Activity behind schedule	Time now	
	H Activity behind schedule	Time now	
	I Activity behind schedule	Time now	
	J Activity behind schedule	Time now	
	K Activity behind schedule	Time now	
	L Activity behind schedule	Time now	
	M Activity behind schedule	Time now	
	N Activity behind schedule	Time now	
	O Activity behind schedule	Time now	
	P Activity behind schedule	Time now	
	Q Activity behind schedule	Time now	
	R Activity behind schedule	Time now	
	S Activity behind schedule	Time now	
	T Activity behind schedule	Time now	
	U Activity behind schedule	Time now	
	V Activity behind schedule	Time now	
	W Activity behind schedule	Time now	
	X Activity behind schedule	Time now	
	Y Activity behind schedule	Time now	
	Z Activity behind schedule	Time now	
	AA Activity behind schedule	Time now	
	AB Activity behind schedule	Time now	
	AC Activity behind schedule	Time now	
	AD Activity behind schedule	Time now	
	AE Activity behind schedule	Time now	
	AF Activity behind schedule	Time now	
	AG Activity behind schedule	Time now	
	AH Activity behind schedule	Time now	
	AI Activity behind schedule	Time now	
	AJ Activity behind schedule	Time now	
	AK Activity behind schedule	Time now	
	AL Activity behind schedule	Time now	
	AM Activity behind schedule	Time now	
	AN Activity behind schedule	Time now	
	AO Activity behind schedule	Time now	
	AP Activity behind schedule	Time now	
	AQ Activity behind schedule	Time now	
	AR Activity behind schedule	Time now	
	AS Activity behind schedule	Time now	
	AT Activity behind schedule	Time now	
	AU Activity behind schedule	Time now	
	AV Activity behind schedule	Time now	
	AW Activity behind schedule	Time now	
	AX Activity behind schedule	Time now	
	AY Activity behind schedule	Time now	
	AZ Activity behind schedule	Time now	
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	FK Activity behind schedule	Time now	
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	GJZ Activity behind schedule	Time now	
	GKZ Activity behind schedule	Time now	
	GLZ Activity behind schedule	Time now	

(Intentionally Left Blank)

LABOR PLAN

PURPOSE

A baseline plan to allocate direct labor to each reporting element required by the contractual agreement.

INSTRUCTIONS

- Item 1. Enter the title as it appears in the official document establishing the contractual agreement.
- Item 2. Enter the identification number as it appears in the official contractual agreement, including any modification number.
- Item 3. Enter the name and address of the participant, organization, or agency, as they appear in the contractual agreement.
- Item 4. Enter date of plan.
- Item 5. Enter the official start date of the original contractual agreement.
- Item 6. Enter the official completion date as of the latest official modification to the contractual agreement.
- Item 7. Enter the element codes relating to the line items, tasks, products, or work breakdown structure elements reported in item 8.
- Item 8. Enter the reporting elements that are specified in the contractual agreement (work statement tasks, work breakdown structure elements, organization units, labor categories, etc.).
- Item 9. Enter cumulative planned labor for all prior fiscal years for each reporting category in item 8. This information must be the same as that reported on the "Labor Management Report" (Item 10d) at the end of the preceding fiscal year.
- Item 10. Enter cumulative actual labor for all prior fiscal years for each reporting category in item 8. This information must be the same as that reported on the "Labor Management Report" (Item 10c) at the end of the preceding fiscal year.
- Item 11. In the blocks heading each column, identify the reporting periods (months, quarters, etc.) specified in the contractual agreement. If months, enter in the extreme left block the first letter of the month for the first contract month with successive months of the current fiscal year as required. If reporting periods are quarters, use 1st, 2nd, 3rd, and 4th and distribute evenly over the spaces available. Enter planned labor allocations for each period and total to the right of each reporting category listed in item 8.
- Item 12. Enter fiscal year for each future fiscal year of the contractual agreement. Enter planned labor allocations of future fiscal years for each reporting element listed in item 8.
- Item 13. For each reporting element listed in item 8, enter planned labor allocations for fiscal years remaining to complete the program and not included in items 11 or 12.
- Item 14. Enter the total planned contract labor for each reporting element listed in item 8 - sum of items 9, 11, 12 and 13.
- Item 15. Enter the total labor for each column in items 9, 10, 11, 12, 13, and 14. Enter only on the final page of a multipage "Labor Plan."
- Item 16. Enter the unit of measure for labor amounts shown above for example, labor hours, hundreds of labor hours, thousands of labor hours, labor months.
- Item 17. Signature of responsible contractor, agency, or organization project manager and date signed, verifying the validity of the information furnished based upon the participant's knowledge of the contract.

*These items need only be entered on the first page of multipage reports.

LABOR MANAGEMENT REPORT

PURPOSE

A periodic report of the status of actual and projected labor expenditures and their variances from the approved "Labor Plan" for a contractual agreement.

INSTRUCTIONS

- Item 1. Enter the title as it appears in the official document establishing the contractual agreement.
- Item 2. Enter the inclusive start and complete dates for the reporting period for this report, if appropriate.*
- Item 3. Enter the contractual agreement identification number as it appears in the official establishing document and append the latest modification number.
- Item 4. Enter the name and address of the contractor, organization, or agency, as may appear in the contractual agreement.*
- Item 5. Enter the date of the current Labor Plan for this contractual agreement (see item 4 of "Labor Plan").
- Item 6. Enter the official start of the original contractual agreement.*
- Item 7. Enter the official completion date, as of the latest official modification to the contractual agreement.*
- Item 8. Enter the element codes relating to the contract line items, tasks, products, or work breakdown structure elements reported in item 9.
- Item 9. Enter the same contractually specified reporting elements that are on the associated "Labor Plan."
- Item 10. All labor must be reported for each reporting element listed in item 9. Contractor-funded labor must be reported for each reporting element listed in item 9. Contractor-funded labor will be excluded only if directed in the contractual agreement. Enter items:
- a. The total actual labor expenditures incurred for the reporting period.
 - b. The total planned labor expenditures for the reporting period, as stated in the current "Labor Plan."
 - c. The cumulative total of all labor expenditures planned from the beginning of the period of performance to the end of the reporting period.
- d. The cumulative total of all labor expenditures planned from the beginning of the period of performance to the end of the reporting period, as stated in the current "Labor Plan."
- Item 11. Enter the participant's best estimate of the labor required to perform the remaining work. This estimate may differ from the "Labor Plan."
- a. The estimated labor expenditures for the subsequent reporting period.
 - b. The estimated labor expenditures for the balance of the fiscal year (excluding the amount in 11a).
 - c. For each reporting element listed in item 9 enter planned labor for fiscal years remaining to complete the program.
 - d. For each reporting element listed in item 9 enter planned labor for fiscal years remaining to complete the program and not included in items 10c, 11a, b and c.
 - e. The total estimated labor expenditures funded by DOE for the completion of the contract effort, including the amounts in 10c, and 11a, b, c, and d.
- Item 12. Enter the total contract labor for the reporting elements as shown in item 14 of "Labor Plan."
- Item 13. Subtract the total estimated labor (item 11d) from the total contract labor (item 12) and enter the difference. Show unfavorable variances in parentheses. If the variance exceeds the specified threshold, explain fully in the "Status Report."
- Item 14. Enter the total of all labor for each column for each reporting element. For multipage forms, enter total on final form.
- Item 15. Enter the appropriate unit of measure that relates to the unit of measure in the "Labor Plan."
- Item 16. Signature of responsible contractor, agency, or organization's project manager and date signed, verifying the validity of the information furnished based upon the participant's knowledge of the contract's progress status.

*These items need only be completed on the first page of multipage reports.

U.S. DEPARTMENT OF ENERGY
WORK BREAKDOWN STRUCTURE DICTIONARY
 PART I - INDEX

DOE F1332.10
 11-841

FORM APPROVED
 OMB NO. 1301-1400

1 PROJECT TITLE/PARTICIPANT		2 DATE		3 IDENTIFICATION NUMBER		
4 LINE NO	5 HIERARCHY LEVEL	6 WBS ELEMENTS TITLE	7 PARTICIPANT WBS ELEMENT CODE	8 BUDGET AND REPORTING NO	9 PHASE	10 OTHER
	10101415161					

WORK BREAKDOWN STRUCTURE DICTIONARY PART I - INDEX

PURPOSE

The work breakdown structure index lists the preliminary work breakdown structure elements extended to the lowest level required. Complete only applicable blocks. Specific project requirements may be added as needed.

INSTRUCTIONS

Item 1. Enter project title and name of participant:

Item 2. Enter date of preparation

Item 3. Enter applicable contractual agreement number.

Item 4. Enter sequential numbers to identify each entry

Item 5. Enter the work breakdown structure element title and an "X" to reflect the level (e.g., level 1 is the contract; level 2, 3, etc., are successively lower indentures of the contract work breakdown structure). Enter an asterisk "*" before the title of each element to be reported. Enter a parenthetical (SIC) following each subcontract element title

Item 6. Enter the code devised by the participant for internal identification of the work breakdown structure element

Item 7. Enter the appropriate Budget and Reporting (B&R) number

Item 8. Enter the appropriate designator from the table below to identify the project phase. (See DOE 5700.38, MAJOR SYSTEM ACQUISITION PROCEDURES, Attachment 3, for reference):

- 1 = Basic Research, Applied Research, or Technology or Exploratory Development
- 2 = Advanced Development
- 3 = Engineering Development
- 4 = Demonstration
- 5 = Operation/Production

Since construction may take place under all of the above phases a second code, "C", may be necessary (e.g., a construction project occurring during the "engineering development" phase would be designated "3C")

Item 9. Add columns as required to cross-reference the work breakdown structure element to other pertinent documents. For example, columns may be added for System Design Description Number, Configuration Item Number, Statement of Work Number, etc., and the applicable reference entered

U.S. DEPARTMENT OF ENERGY
WORK BREAKDOWN STRUCTURE DICTIONARY
PART II - ELEMENT DEFINITION

DOE #1322 11
** 841

FORM APPROVED
OMB NO 1901 1402

1. PROJECT TITLE, PARTICIPANT		2. DATE	3. IDENTIFICATION NUMBER
4. WBS ELEMENT CODE		5. WBS ELEMENT TITLE	
6. INDEX LINE NO.	7. REVISION NO. AND AUTHORIZATION		8. DATE
9. APPROVED CHANGES			
10. SYSTEM DESIGN DESCRIPTION		11. BUDGET AND REPORTING NUMBER	
12. ELEMENT TASK DESCRIPTION			

WORK BREAKDOWN STRUCTURE DICTIONARY PART II - ELEMENT DEFINITION

PURPOSE

Part II describes the work breakdown structure elements contained in the index and their relationship to design and funding documents. Complete only applicable blocks. Specific project requirements may be added as needed.

INSTRUCTIONS

- | | |
|--|--|
| <p>Item 1. Enter project title and participant name.</p> <p>Item 2. Enter date of preparation.</p> <p>Item 3. Enter the identification number.</p> <p>Item 4. Enter the work breakdown structure element code from Column 6, Part I - Index.</p> <p>Item 5. Enter the work breakdown structure element number.</p> <p>Item 6. Enter index line number.</p> <p>Item 7. Enter the identifier of the current revision and reference the authorizing document.</p> <p>Item 8. Enter date of current revision identified in item 7.</p> <p>Item 9. Enter the identifier and short title of previously approved changes to the work breakdown structure element.</p> <p>Item 10. Enter the system design description number and title or other appropriate system specification identification pertaining to the work breakdown structure element.</p> | <p>Item 11. Enter the appropriate Budget and Reporting Number.</p> <p>Item 12. Element Task Description</p> <p>1. Describe the type of organizational entities and/or elements of costs charged to the work breakdown structure element (e.g., Construction Labor, Engineering Labor, Electrical Cable, Vendor Tooling, Subcontracted Effort, Computer Operation, Travel Printing, etc.).</p> <p>2. Describe the technical content (e.g., heat transport system), the components included (e.g., instrumentation and controls), their relationships to each other (e.g., operating temperatures and pressures), and how they support other work breakdown structure elements (e.g., reactor core).</p> <p>3. Describe the functional activity or service necessary to make the product or to accomplish the work objectives of the work breakdown structure element (blanning, designing, fabricating, testing, etc.).</p> |
|--|--|

U.S. DEPARTMENT OF ENERGY
COST PERFORMANCE REPORT - BASELINE (Format 3)

DOE F 1332 14
(11-84)

1. TITLE		2. REPORTING PERIOD		3. IDENTIFICATION NUMBER		
4. PARTICIPANT NAME AND ADDRESS		5. COST PLAN DATE	6. START DATE	7. COMPLETE DATE	8. REPORT NUMBER (2) (3)	
8. ORIGINAL CONTRACT TARGET COST	9. NEGOTIATED CONTRACT CHANGES	10. CURRENT TARGET COST (8) (9)	11. ESTIMATED COST OF AUTHORIZED UNPRICED WORK	12. CONTRACT BASE (10) (11)	13. TOTAL ALLOCATED BUDGET	
14. REPORTING ELEMENT	15. BUDGETED COST FOR WORK SCHEDULED (NOMINATIVE) (ENTER SPECIFIC PERIOD)					
	SIX MONTH FORECAST					
	11	12	13	14	15	16
15. PERFORMANCE BASELINE (BEGINNING OF PERIOD)						
16. (LIST BASELINE CHANGES DURING REPORT PERIOD)						
17. PERFORMANCE MEASUREMENT BASE LINE (END OF PERIOD)						
18. MANAGERIAL IN-SERVE						

COST PERFORMANCE REPORT - BASELINE (FORMAT 3)

PURPOSE

A periodic report of revisions to the performance measurement baseline

INSTRUCTIONS

- Item 1. Enter the contractual agreement title as it appears in the official document establishing the contractual agreement.
- Item 2. Enter the inclusive start and complete dates for the reporting period for this report.*
- Item 3. Enter the contractual agreement number as it appears in the official establishing document and append the latest contractual agreement modification number.
- Item 4. Enter the name and address of the contractor, organization or agency, as they appear in the contractual agreement.*
- Item 5. Enter the date of the current "Cost Plan" for this contractual agreement which serves as a baseline for this report.
- Item 6. Enter the official start date of the original contractual agreement.*
- Item 7. Enter the official completion date, as of the latest official modification to the contractual agreement.*
- Item 8. Enter the dollar value (excluding fee or profit) negotiated in the original contract. For a cost plus fixed-fee contract, enter the estimated cost negotiated. For an incentive contract, enter the definitized contract target cost.
- Item 9. Enter the cumulative cost (excluding fee or profit) applicable to definitized contract changes which have occurred since the beginning of the contract.
- Item 10. Enter the sum of items 8 and 9. The amount shown should equal the current dollar value (excluding fee or profit) on which contractual agreement has been reached and should be the same as the amount shown as Negotiated Cost on Format 1.
- Item 11. Enter the estimated cost (excluding fee or profit) for contract changes for which written authorization has been received, but for which contract prices have not been negotiated, as shown on Format 1.
- Item 12. Enter the sum of Blocks 10 and 11.
- Item 13. Enter the sum of all budgets allocated to the performance of the contractual effort. The amount shown will include all management reserves and undistributed budgets. This amount will be the same as the Total Budget at Completion on Format 1.
- Item 14. In most cases, the amounts shown in items 12 and 13 will be identical. If the amount shown in Block 13 exceeds that shown in Block 12, the difference should be reflected as a negative value and explained in the narrative analysis in the "Status Report" at the time the negative value appears and subsequently for any change in the value.
- Item 15. Enter the time-based performance measurement baseline which existed at the beginning of the current reporting period. Entries on this line are taken from the Performance Measurement Baseline (End of Period) line on the previous report.
- Item 16. List by number the contract changes and supplemental agreements authorized during the reporting period. All authorized changes should be listed whether priced or unpriced. List Management Reserve and/or Undistributed Budget if transactions were made to the performance measurement baseline from these accounts during the reporting period.
- Item 17. The time-based Performance Measurement Baseline as it exists at the end of the reporting period. The difference between this line and the Performance Measurement Baseline (Beginning of Period) should represent the effects of the authorized changes and allocations of undistributed budget and management reserves during the reporting period.
- Item 18. Enter the total amount of management reserve remaining as of the end of the reporting period.
- Item 19. Enter the sum of the Performance Measurement Baseline (End of Period), Total Budget, and the remaining Management Reserve.

*These items need only be completed on the first page of multipage reports.



PART III

SECTION J

ATTACHMENT C

GOVERNMENT-FURNISHED PROPERTY

SECTION J ATTACHMENT C

GOVERNMENT FURNISHED PROPERTY

SCOPE

This Attachment addresses the Government Furnished Property for use in performance of this contract. Existing government furnished equipment, building space, and facilities have been allocated as appropriate for use under this contract. For reference, items identified for use by the other prime contractor at the site are also included.

MANAGEMENT

The Facility Operating and Support (FOS) Contractor is charged with the primary responsibility for management and operations of the GJPO site and has specific responsibility for managing the Government Furnished Property (equipment, real property, space allocation, and materials) of both on site Contractors and on and off site Subcontractors. In addition, specific property is assigned to the FOS for use in the performance of that contract.

The Technical Assistance and Remediation (TAR) Contractor is assigned specific property for use in the performance of that contract and shall provide input to the FOS for required property management activities.

ASSIGNED USE

Property at the site has been assigned consistent with the Statement of Work contained in each contract as follows:

Appendix A is the list of equipment assigned for the performance of the Technical Assistance and Remediation Contract.

Appendix B is the list of equipment assigned for the performance of the Facility Operation and Support Contract.

Appendix C is the list of buildings assigned to the Facility Operation and Support Contract for management and operation.

Appendix D is a GJPO site map allotting site space for performance of each of the two contracts. The map legend element designated "Technical" identifies space for use by the Technical Assistance and Remediation Contract. The rest of the facility is operated and used by the Facility Operations and Support Contract.

EXISTING MATERIALS

The incumbent Contractor is required to inventory materials prior to termination of the existing contract. This inventory will be basis for transfer and acceptance of Government Furnished Materials to the Facility Operations and Support Contractor upon award. Government Furnished Materials are defined as property that may be incorporated into or

attached to a deliverable end item or that may be consumed or expended in performing a contract.

EXISTING SUBCONTRACTS

The Facility Operation and Support Contractor will assume management of site utility service agreements (excluding those listed below) and existing building lease agreements. The Technical Assistance and Remedial Action Contractor will assume management of remedial action subcontracts active at the time of award and agreements for offices and support services in conjunction with the Monticello site.

VEHICLES

The Offeror will lease vehicles from General Services Administration (GSA) as needed to support the performance of work under these solicitations.

EXISTING DOE AGREEMENTS

The Facility Operations and Support Contractor, as part of the site facility management and administration requirements, will provide support to DOE agreements for limited activities by the following tenants at the GJPO site:

Oak Ridge National Laboratory
General Services Administration
US. Army Reserve

The following existing agreements are transferred from the incumbent Contractor to management by DOE. The Facility Operations and Support Contractor, as part of the site facility management and administration requirements, will provide limited support for these DOE agreements. These agreements include:

<u>VENDOR</u>	<u>P.O. NO.</u>	<u>SERVICE/PRODUCT</u>	<u>\$ VALUE/YEAR</u>
Denver & Rio Grande Railroad	36805	Parking Lot Lease	1,800
Denver & Rio Grande Railroad	35421	New Parking Lot & Walkways	564
Public Service Company	1206	Natural Gas Transmission	19,000
Tiger Natural Gas	51187	Natural Gas	60,000
Walker Field	37746	Calibration Pad Lease	19,000

Appendix A Government Furnished Equipment
Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
CAMCORDER	FCA	CC305	1,120	1	COMPUTER	GATEWAY 2000	485DX/33	3,180	2
CAMERA	HONEYWELL	SP-1000	562	2	COMPUTER	GATEWAY 2000	4DX-33	1,900	1
CAMERA	NIKON	8008S	382	1	COMPUTER	GATEWAY 2000	CB4DX475	3,726	1
CAMERA	PENTAX	IQZOM115	349	1	COMPUTER	GATEWAY 2000	CS1024NI2G	0	1
CAMERA	PENTAX	IQZOOM115	350	1	COMPUTER	GATEWAY 2000	P4D-66	27,735	12
CAMERABODY	CANON	AE-1	474	2	COMPUTER	GATEWAY 2000	P5-66	4,209	1
CAMERABODY	CANON	AT-1	445	2	COMPUTER	GATEWAY 2000	P5-90	31,337	7
CAN EVACUA	AERVO	1099	375	1	COMPUTER	HEWLETT PACK	HP85A	2,964	1
CAN SEALER	WISALM	225	326	1	COMPUTER	BM	5170	38,574	5
CAN SEALING MACHINE	WISALM	225	273	1	COMPUTER	MONTSH	M509	3,977	1
CANSEALMAC	WISALM	225	553	3	COMPUTER	NEC	PC-46-1551	4,579	1
CARRYING CASE	ALPNUC	760C	1,820	1	COMPUTER	NORTHGT	4C6338	10,431	3
CART	E-Z-GO	X1500	6,500	2	COMPUTER	SHARP	PC-815	2,086	1
CART	IEA	NMN	525	1	COMPUTER	SHARP	PC-8150	2,086	1
CD PACK	SUN	F994N X559	595	1	COMPUTER	STARWEST	33SWD48633 PC	2,189	1
CD ROM DRIVE	MDI	SE6CDX	525	1	COMPUTER	STARWEST	33SWD48633 PC	2,189	1
CD ROM DRIVE	MICRO DESIGN	SESCDX	1,485	3	COMPUTER	STARWEST	386/33	5,024	4
CD-ROM DRV	HTACHI	1700SPC	519	1	COMPUTER	STARWEST	386/33	9,350	10
CELLULAR PHONE	MOTOROLA	ULTRALITE	555	1	COMPUTER	STARWEST	386/40	2,145	1
CELLULAR PHONE	MTROLA	FQ9HRD8333 AG	505	1	COMPUTER	STARWEST	483/33	2,070	1
CEMENT MIXER	ESSICK	6284	2,550	1	COMPUTER	STARWEST	486DX	1,869	1
CH HOIST		4622	358	1	COMPUTER	STARWEST	486DX	1,833	1
CHARGER(SOLAR PANEL)	SOLARX	MSX-18	225	1	COMPUTER	STARWEST	486DX2-66	2,652	1
CHART RECORDER	DIXON	G105	1,185	3	COMPUTER	STARWEST	486DX/33	3,484	2
CHROMGRAPH	PERKIN	8500	27,989	1	COMPUTER	STARWEST	486DX/50	6,199	2
CHROMGRAPH	PHTVAC	10S50	12,225	1	COMPUTER	STARWEST	486/33	78,523	40
CHROMGRAPH	PHTVAC	10S70	14,290	2	COMPUTER	STARWEST	486/33	72,668	38
CO SCANNER	SHARP	JX300	1,850	1	COMPUTER	STARWEST	486/33DX	22,768	12
COLORBOOK	GATEWAY 2000	CB4DX475	4,495	1	COMPUTER	STARWEST	486/33DX	1,819	1
COMPUTER					COMPUTER	STARWEST	486/50	17,113	8
COLORBOOK LAPTOP	GATEWAY 2000	YSCBK004AA WW	2,589	1	COMPUTER	STARWEST	486/50	33,149	14
COMPUTER					COMPUTER	STARWEST	486/50 EISA	2,739	1
COMMUNICATIONS CRADLE	MARS ELECT	MEQ-1260	866	2	COMPUTER	STARWEST	486/50DX	2,560	1
COMPASS	BRUNTON	5006LM	210	1	COMPUTER	STARWEST	486/66DX2	39,445	15
COMPUTER	STARWEST	483/33	2,070	1	COMPUTER	STARWEST	486/DX/50	3,346	1
COMPLLOT	HOUSTN	DP-11	3,600	1	COMPUTER	STARWEST	486/DX/66	2,974	1
COMPRESSOR	HONDA	SGGHE1010B	3,375	1	COMPUTER	STARWEST	TZ818Q1	3,974	2
COMPUTER		386-25	4,200	1	COMPUTER	STARWEST	TZ818Q2	1,631	1
COMPUTER	3COM	3C588-12TP	995	1	COMPUTER	STARWT	486/33	3,198	1
COMPUTER	APPLE	6100/60	2,550	1	COMPUTER	STARWT	486/66DX2	2,833	1
COMPUTER	APPLE MACINT	6100/60	3,095	1	COMPUTER	ZENITH	425LNCMD20	3,900	1
COMPUTER	COMPAQ	C4245M (LAP)	2,611	1	COMPUTER	ZENITH	70	3,104	1
COMPUTER	DELL	450/MX	2,568	1	COMPUTER	ZENITH	KXS4921KW	4,697	1
COMPUTER	DELL	4501M	2,568	1	COMPUTER	ZENITH	SJL1645KP	2,430	1
COMPUTER	ELAB	286	2,200	1	COMPUTER	ZENITH	SJL4231KP	4,801	4
COMPUTER	ELAB	386/16	1,200	1	COMPUTER	ZENITH	Z159/13	1,490	1
COMPUTER	ELAB	ZUS386SX	1,000	1					

**Appendix A Government Furnished Equipment
Technical Assistance and Remediation**

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
LASER POINTER	CASERX	LLP-100	399	1	LEVEL	WILDHB	NA2	1450	1
LASER PRINTER	APPLE	M6000	9,476	4	LINE LOCATER	VETROTECH	350		1
LASER PRINTER	HEWLETT PACK	HP-509A	1,333	1	LINE TRACER	VETRO	50/60	367	1
LASER PRINTER - II	HEWLETT PACK	HP33471A	1,990	2	LINE TRACER	VETRO	50/50	367	1
LASER PRINTER - III	HEWLETT PACK	33449A	7,902	4	LINE TRACER	VETRO	310	8,939	12
LASER PRINTER - III	HEWLETT PACK	3349A	3,003	3	LINE TRACER	METRO	350	1,189	5
LASER PRINTER - III	HEWLETT PACK	C2001A	2,684	2	LOAD CELL	FLAKE	FL20000	450	1
LASER PRINTER - III	HEWLETT PACK	C2003A	642	1	LOCATOR	SCHON	MAC-51E	1,395	1
LASER PRINTER - III	HEWLETT PACK	LASER HP-508	2,884	2	LOGGER	DATLNX	270-002	1,350	1
LASER PRINTER - III	HEWLETT PACK	HP508	1,442	1	LOOP ANTENNA	EMOD	5507	3,000	2
LASER PRINTER - III	HEWLETT PACK	LASERJET III	8,375	6	MONITOR	AAMAZING	24" SVGA	356	1
LASER PRINTER - III	HEWLETT PACK	LASER	3,457	1	MAGNETOMTR	GISCO	G-356AX	2,290	2
LASER PRINTER - III	HEWLETT PACK	LASER	4,516	3	MAGNETOMTR	NAROD	NMN	7,640	1
LASER PRINTER - III	HEWLETT PACK	33449A	5,990	4	MAGNLOCATR	SCHNST	GA-52B	585	1
LASER PRINTER - III	HEWLETT PACK	3349A	1,495	1	MANOMETER	SCNST	7735	3,850	2
LASER PRINTER - III	HEWLETT PACK	3349A	4,984	2	MANUAL IMAGE MAKER	IM 2000-1		299	1
LASER PRINTER - III	HEWLETT PACK	HP3349A	1,610	1	MAP FILE	PUNHLD	MF-3042	1,268	1
LASER PRINTER - III	HEWLETT PACK	HP-509A	1,342	1	MASTERFLEX	COLPAR	7587-19	345	1
LASER PRINTER - III	HEWLETT PACK	33471A	5,323	5	MCA	CANBER	3502	23,808	4
LASER PRINTER - III	HEWLETT PACK	33471A	3,610	4	MCA	CANBER	4096	7,300	1
LASER PRINTER - III	HEWLETT PACK	3349A	941	1	MEGAPHONE	CELFRM	S356	281	1
LASER PRINTER - III	HEWLETT PACK	3349A	1,483	1	MEMRYSUBGR	TRACOR	TN171028	425	1
LASER PRINTER - III	HEWLETT PACK	HP33471A	1,954	2	METAL DETECTOR	GARRETT	5ADS	500	1
LASER PRINTER - III	HEWLETT PACK	HP33471A	1,610	2	METER	HACH	2100P	895	1
LASER PRINTER - IV	HEWLETT PACK	C2001A	6,680	5	METER	PHXGEO	CS1	2,888	1
LASER PRINTER - IV	HEWLETT PACK	LASERJET IV	2,798	2	METER GAS	KURZ	5059A02	2,442	1
LASERJET 4 PLUS PRINTER	HEWLETT PACK	C2037A	1,395	1	METER GAS	SINGER	DTM-115	542	1
LASERJET 4 PRINTER	HEWLETT PACK	C2037A	1,279	1	METER OXY	YLW SPRINGS	58	1,130	1
LASERJET 4 PRINTER	HEWLETT PACK	C2001A	1,399	1	METER SURV	EBERLINE	ESP-1	17,886	16
LASERJET 4+ PRINTER	HEWLETT PACK	C2037A	4,245	3	MICROBUFFER	ACT	MICROBUF	469	1
LASERJET 4+ PRINTER	HEWLETT PACK	C2037A	1,395	1	MICROBUFFER	ACT	02-50-364	241	1
LEAD PIG			14,500	4	MICROBUFFER	ACT	0250364	1,686	7
LEDREADOUT	ACRITE	387596- 4002	975	1	MICROBUFFER	ACT	MICROBUF	5,362	18
LENS	ASAHI	TAKUMAR	219	1	MICROCOMPUTER	GATEWAY	P5-60	3,700	1
LENS	HNYWEL	TAKUMAR	219	1	MICROCOMPUTER	GATEWAY 2000	P5-60	3,700	1
LENS	KALIMR	PKAKR	430	2	MICROLOGGER	CAMPBL	CR-21	2,800	1
LENS	NIKON	35-105MM	982	1	MICROSCOPE	B&L	31270142	764	1
LENS	VIVATAR	1:3.3	200	1	MINI-BIN	TENLEC	NMN	260	1
LENS	VIVATR	3.5-5.3	600	3	MINIPULSER	EBERLINE	MP-2	1,344	1
LENS	VIVITAR	1:3.3	400	2	MOBIL PHONE	GLENAYRE	GL4040	2,050	1
LENS	VIVTR	1:3.3	400	2	MODEM	CMPBEL	DC112	599	2
LENS	VIVTR	216795	388	1	MODEM	LIETZ	202-S	348	1
LENSZOOM	TAMRON	1:3.5-4.5	259	1	MODEM	MCRROOM	DESKPORTEES	435	1
LEVEL	ASAHI	PAL-2C	735	1	MODEM	MCRROOM	OX-4232BIS	461	1
LEVEL	LEITZ	C3E	675	1	MODEM	MCRROOM	OX4232BIS	575	1
					MODEM	MICROCOM	DESKPORTE	1,140	3
					MODEM	USROBT	2400	385	1

Appendix A Government Furnished Equipment
Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MONITOR	ZENITH	ZCM-1430	676	2	VONIC REPOSITORY MODEL	GEOTECH ENG		3.000	1
MONITOR	ZENITH	ZCM-1430-B	338	1	MONTRVAPOR	PHTVAC	TEH	3.900	1
MONITOR	ZENITH	ZCM-1430-BA	1,014	3	MULE	KAWSAK	KAF300B	3.609	1
MONITOR	ZENITH	ZCM1430BA	676	2	MULE	KAWSKI	KAF300-A1	3.409	1
MONITOR	ZENITH	ZCM-1440	405	1	MULE	KWASKI	KAF300A1	3.409	1
MONITOR	ZENITH	ZCM-1440UT00	429	1	MULTI CONNECT REPEATER	SCOM	3C588-12TP	995	1
MONITOR	ZENITH	ZCM-1450-DT	338	1	MULTIMETER	TEKTRONX	DM501	460	1
MONITOR	ZENITH	ZCM-1450-UT	380	1	MULTIPLEXR	CAMPBL	AM416	870	2
MONITOR	ZENITH	ZCM-1450-UT	380	1	MV3500	DIGITAL EQP	VAX3500	77.203	1
MONITOR	ZENITH	ZCM1490	3,095	5	NETPORT	INTEL	PCLA2121	470	1
MONITOR	ZENITH	ZCM1490	1,268	2	NETPORT PRINT SERVER	INTEL	PCLA2131	435	1
MONITOR	ZENITH	ZCM1490SW	1,713	3	NETPORT SERVER	INTEL	PCLA2131	1,338	3
MONITOR	ZENITH	ZCM1490SW	10,038	17	NETPORT XL PRINT SERVER	INTEL	PCLA2131	878	2
MONITOR	ZENITH	ZCM-1490-Z	1,947	3	NEURATMETR	SANDIA	NVN	2,500	1
MONITOR	ZENITH	ZCM1490Z	639	1	NIMBIN	CANBERRA	2000	2,096	2
MONITOR	ZENITH	ZCM1490Z	2,432	4	NIMBIN	TENLEC	TB3TC911	925	1
MONITOR	ZENITH	ZCM-1492	610	1	NIMBIN	TENLEC	TC911	590	1
MONITOR	ZENITH	ZCM1492	1,537	3	NOTEBOOK	ZENITH	SWL-320-60	2,199	1
MONITOR	ZENITH	ZCM1492	440	1	OCEAN CARGO CONTAINER	EDI		1,400	1
MONITOR	ZENITH	ZCM1492SW	639	1	OPTICAL DRIVE	PANASONIC	LS-7300A	2,450	1
MONITOR	ZENITH	ZCM1492Z	629	1	O-SCOPE	TEKTRONX	SC504	2,250	1
MONITOR	ZENITH	ZCM-1540UT00	810	2	OXYGENMETER	YLWSPRINGS	50B	840	1
MONITOR	ZENITH	ZCM1540UT0	509	1	P-SHREDDER		1036S	1,250	2
MONITOR	ZENITH	ZCM1540UT0	489	1	PAGER	GE	P8LBW6KA	477	2
MONITOR	ZENITH	ZCM-1540UT1	0	1	PAGER	GE	P8LBW6KA	238	1
MONITOR	ZENITH	ZCM-1790	3,493	3	PAGER	GE	FSA15	260	1
MONITOR	ZENITH	ZCM1790BA	990	1	PAGER	GE	FSA15	260	1
MONITOR	ZENITH	ZVM-133	1,249	3	PAGER	NEC	3P3-3A	697	3
MONITOR	ZENITH	ZVM1330	676	2	PAGER	NEC	3P3-3A	923	4
MONITOR	ZENITH	ZVM-135	658	2	PAGER	SHINWA	SR52VT	500	2
MONITOR	ZENITH	ZVM135-1	499	1	PAGER	SHINWA	SR52VT	267	1
MONITOR	ZENITH	ZZCM-1430-BA	338	1	PH METER	CRON	SA250	942	2
MONITOR C	MAGNVX	9CM062	359	1	PHOTOMETER	ARTEL	DIFFERENTIAL	1,250	1
MONITOR C	NEC	2A	519	1	PLANIMETER	FLTEC	236A	354	1
MONITOR C	NEC	JC1402HMA	564	1	PLANIMETER	K&E	62-0015	354	1
MONITOR C	NEC	JC-1403HMA	399	1	PLANIMETER	UETZ	PLANIX8	2,025	3
MONITOR C	NEC	JC-1403HMA	2,115	4	PLANIMETER	SOKKIA	3651-80	735	1
MONITOR C	NEC	JC1403HMA	1,525	3	PLATFORM	WRKFRG	XLTCAT15	3,300	1
MONITOR C	NEC	JC1403HMA	2,556	5	PLOTTER	HEWLETT PACK	650C	7,787	1
MONITOR C	NEC	JC1404HMA	682	1	PLOTTER	HEWLETT PACK	7550	2,825	1
MONITOR C	NEC	JC1501VMA	921	1	PLOTTER	HEWLETT PACK	7595A	7,524	1
MONITOR C	ZENITH	ZCM1390	428	1	PLOTTER	HEWLETT PACK	7595B	6,097	1
MONITOR C	ZENITH	ZCM-1492	584	1	PLOTTER	HEWLETT PACK	HP7475A	1,270	1
MONITOR WL	EBERLINE	WLM-1	11,927	5	PLOTTER	ROLAND	DPX-2000	3,399	1
MONITOR WL	EBERLINE	WLM-1A	24,050	10	PLOTTER	ROLAND	DPX-2000	10,817	3
					PLOTTER	ROLAND	DPX-2500	3,396	1

Appendix A Government Furnished Equipment
Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PVT BASE	EG&G	296	340	1	PRINTER CP	EPSON	FX-100	591	1
W/PREAMP & PS					PRINTER CP	EPSON	FX-100+	595	1
POLY WATER TANK		210 GAL	215	1	PRINTER CP	EPSON	FX-1050	324	2
PORT PUMP	MSA	G	358	1	PRINTER CP	EPSON	FX-1050	2,288	5
PORT RADIO	GE	FE66RASA	1,985	1	PRINTER CP	EPSON	FX-286	3,224	5
PORTABLE PUMP	MSA	479680	428	1	PRINTER CP	EPSON	FX-285E	2,074	4
PORTABLE CLEANER	THOMAS	EC2-1000	845	1	PRINTER CP	EPSON	FX-850	468	1
PORTABLE MCA	CANBER	1004	1,518	1	PRINTER CP	EPSON	LQ-1050	3,100	4
PORTABLE PUMP	MSA	479680	3,111	7	PRINTER CP	EPSON	LQ-1050	10,339	13
PORTABLE PUMP	MSA	FLOWLITE	428	1	PRINTER CP	EPSON	LQ-2550	711	3
PORT CLEANR	THOMAS	EC2-1000	1,590	2	PRINTER CP	EPSON	LQ-2550	5,685	6
PORT SCALER	LUOLUM	2000-	899	1	PRINTER CP	TOSHIBA	P321	516	1
POWER SUPPLY	BEST POWER	LI460VAB	578	2	PRINTER CP	TOSHIBA	P341	578	1
POWER SUPPLY	CANBERRA	3102D	683	1	PRINTER CP	TOSHIBA	P341SL	4,108	5
POWER SUPPLY	CMPBEL	PS12LA	500	2	PRINTER CP	TOSHIBA	P341SL	11,166	17
PRESS GAUGE	MKS	222	1,079	1	PRINTER CP	TOSHIBA	P351	5,869	5
PRINT TAPE	FARGO	M1102	2,305	1	PRINTER CP	TOSHIBA	P351C/2	1,129	1
PRINT TOUT	FARGO	M1101	2,375	1	PRINTER CP	TOSHIBA	P351SX	7,636	7
PRINTER	CALCOM	90611	3,396	1	PRINTER CP	TOSHIBA	P351/2	1,234	1
PRINTER	CANON	EJ-10EX	963	3	PRINTER FOR CALIBRATOR	GILIAN	D-800274K	725	1
PRINTER	CANON	BJ-10EX	350	1	PRINTER (LASERJET 4)	HEWLETT PACK	C2010A	2,865	1
PRINTER	CANON	BJ10EX	375	1	PRINTER (LASERJET 4)	HEWLETT PACK	LASERJET IV	2,793	1
PRINTER	E KOOK	180SI	294	1	PRINTER (LASERJET 4)	HEWLETT P	C2037A	1,399	1
PRINTER	EPSON	FX-185	1,050	2	PRINTER (LASERJET)	HEWLETT PACK	C2037A	1,377	1
PRINTER	EPSON	LQ-2550	1,019	1	PRINTER FOR ELEC FIELD BK	KODAK	180 SI	349	1
PRINTER	EPSON	LX300	0	1	PRINTER LAS	APPLE	M6000	4,569	1
PRINTER	HEWLETT PACK	550C	729	1	PRINTER CP	TOSHIBA	P341	579	1
PRINTER	HEWLETT PACK	C2001A	1,399	1	PRISM POLE	HIXON	0050080	362	1
PRINTER	HEWLETT PACK	C2001A	2,808	1	PROBE	BACON	FOOLER	4,000	1
PRINTER	HEWLETT PACK	C2001A	2,793	1	PROBE	LUOLUM	177	12,938	3
PRINTER	HEWLETT PACK	C2001A	2,793	1	PROBE	LUOLUM	43-5	375	1
PRINTER	IBM	PHOT...		1	PROBE	LUOLUM	43-5	375	1
PRINTER	KODAK	DIC-1550	492	1	PROBE	NETEC	DP6	2,390	2
PRINTER	PYLON	PPT-1	380	1	PROBE	NETEC	DP6A	3,588	3
PRINTER	TOSHIBA	P321SL	560	1	PROBE	NETEC	NMN	730	1
PRINTER	TOSHIBA	P341SL	1,226	2	PROBE	OLREC	1068013	1,995	1
PRINTER	ZEBRA	S50-121-0010	2,200	1	PROBE GAMA	EBERLINE	SPA-3	11,846	18
PRINTER	ZEBRA	S501210010	1,920	1	PROBE XRAY	EBERLINE	PG-2	1,123	1
PRINTER (BUBBLE JET)	CANON	BJ-10SX	259	1	PROJECTOR	3M	9100	415	1
PRINTER (BUBBLE JET)	CANON	BJ-10SX	259	1	PROJECTOR SCREEN	BRITFD	BRE3070M	244	1
PRINTER (LAPTOP)	CANON	BJ-10SX	375	1	PROMETER	LI-COR	LI1600M	5,595	1
PRINTER LASERJET 4	HEWLETT PACK	C2037A	1,395	1	PUMP	COLEPARMER	7549-30	700	1
PRINTER (LASERJET)	HEWLETT PACK	C2001A	1,399	1	PUMP	FMI	R-SY	875	1
PRINTER BUBBLE JET	CANON	K10060	375	1	PUMP	MSRFLX	L-07570-10	760	1
PRINTER CP	DICONX	150P	365	1	PUMP	MSRFLX	T-754939	585	1
PRINTER CP	DICONX	150P	365	1	PUMP	GED	T1200	595	1
PRINTER CP	DICONX	150S	515	1					

Appendix A Government Furnished Equipment
Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PUMP ION	VECO	PS300	1,319	1	RADIO	MOTOROLA	D431RA73A5 BK	557	1
PUMP SAMP	FULTZ	SP-232	2,966	1	RADIO	MOTOROLA	D43LRA73ASE K	557	1
PUMP SUB	GRNFO	MODEL B	799	1	RADIO	MOTOROLA	D43TLA7D	5,332	1
PUMPMETRNG	LMI	A141-155	365	1	RADIO	MOTOROLA	D43TLA7D	512	1
PWR SUPPLY	ESTPOW	ME700VA	936	1	RADIO	MOTOROLA	G39GX+53H	10,051	5
PWR SUPPLY	CANBERRA	3002	578	1	RADIO	MOTOROLA	GP300	2,760	4
PWR SUPPLY	CANBERRA	4261A	740	1	RADIO	MOTOROLA	H43QP07120 BN	491	1
PWR SUPPLY	GRANVL	02	1,161	1	RADIO	MOTOROLA	H43QPU7120 BN	1,000	2
PWR SUPPLY	TELEC	TC909	923	2	RADIO	MOTOROLA	H43QPU7120 BN	350	2
PWR SUPPLY	TELEC	TC909:MB	895	1	RADIO	MOTOROLA	H43QPU7120 N	1,000	2
RACK EQUIP	CSLTRN	11730	1,000	1	RADIO	MOTOROLA	H43QPU7120 N	1,000	2
RAD MONITR	RYLON	AB-5	7,340	2	RADIO	MOTOROLA	H43QPU7120 N	1,000	2
RAD MONITR	RYLON	ABA	530	1	RADIO	MOTOROLA	H43QPU7120 N	1,000	2
RAD MONITR	RYLON	CPFD	750	2	RADIO	MOTOROLA	H43QPU7120 BN	1,000	2
RADAR GUN	APPLID	STALKERATR	2,050	1	RADIO	MOTOROLA	M43LRC0GA2 AA	1,002	2
RADIO	ADVID	BT5VI	3,164	9	RADIO	MOTOROLA	F-100	1,883	4
RADIO	BNDX	LPH 5141	466	1	RADIO	MOTOROLA	P100	925	2
RADIO	BNDX/K	EPH5141A	587	1	RADIO	MOTOROLA	P110	2,291	5
RADIO	BNX/KG	EPH511:41A	587	1	RADIO	MOTOROLA	P110	458	1
RADIO	ERCSN	MP4H3	934	2	RADIO	MOTOROLA	P43QLC2CE2 AA	573	1
RADIO	GE	MLSH040	804	2	RADIO	MOTOROLA	P43QLC20EA A	573	1
RADIO	GE	MLSH040	402	1	RADIO MOBI	GE	NMN	527	1
RADIO	GE	MLSH041	1,883	4	RADIO MOBL	MOTOROLA	T435RA39	2,000	1
RADIO	GE	MLSH041	1,257	3	RADIO MOBL	MOTOROLA	T43RTA	1,546	1
RADIO	GE	N5A05	5,536	10	RADIO WCHARGER	MOTOROLA	RADIUS GP300	1,396	2
RADIO	GE	N5A06	1,220	2	RANGAGE	CMPBEL	395-L25-P25	1,020	1
RADIO	GE	N5HH1W40	556	1	RAPID DIST	LABCON	55000	1,375	1
RADIO	GE	N5HH1W40	527	1	RATEMETER	LUIDLUM	12	3,275	5
RADIO	GE	N5HH1W40	12,667	23	RATEMETER	LUIDLUM	12-	720	1
RADIO	GE	N5HH1W40T	2,220	4	RATEMETER	NE	ELECTRA	4,780	4
RADIO	GE	PSXSE	489	1	READERWRITER	DATA BOOK	TMD-550-03	349	1
RADIO	GE	PSXSE	489	1	READOUT WL	ESERLINE	WLR-1	7,149	2
RADIO	GE	RCD1SM	463	1	RECEIVER		TDR-6	20,980	1
RADIO	K/BNDX	LPH5142A	342	2	RECEIVER	RADEET	RD400	1,875	1
RADIO	MAXON	RADEUS-P100	500	1	RECEIVER	RADEET	RD400HPTX	3,766	2
RADIO	MAXON	CP-0510	7,312	21	RECORDER	DIXON	G105	1,185	3
RADIO	MAXON	CP-0510	2,439	10	RECORDER	LANIER	MS-105	498	2
RADIO	MAXON	CPO510	756	3	RECORDER	LANIER	MS-60	654	3
RADIO	MAXON	RADIUS P-100	500	1	RECORDER	L&S	68	2,433	3
RADIO	MAXON	RADIUS-P100	500	1	RECORDER	TECHTR	78788	1,245	1
RADIO	MAXON	SP22550SH	354	1	REEL SYS	ENVIRO	PORTAPURGE	3,211	1
RADIO	MAXON	SP2550	1,574	5	REEL HOSE	GRNFO	NMN	200	1
RADIO	MAXON	SP2550	1,690	5	REFUELSYS	ORTEC	NMN	1,488	1
RADIO	MAXON	SP2550H	668	2	REFRIGSYS	CRYSYS	22	17,450	1
RADIO	MAXON	SP-2550SH	628	1	REMOTE CONTROL	GE	549C2S	751	1
RADIO	MAXON	SP2550SH	356	1	REPEATER	DEC	DELNI	1,240	1
RADIO	MAXON	SP2550SH	1,884	3					

Appendix A Government Furnished Equipment
Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
RMT CTRL	GE	RODISM	427	1	SPARCSTATN	SUN	303S	23,495	1
FOO		100 FT	294	1	SPECTROMTR	BAL	332242	1,075	1
FOO		200 FT	294	1	SPECTROMTR	GEOMETRICS	3R-410	1,155	2
ROUTER	CISCO	IGS/R	3,221	1	SPECTROMTR	SCINTREX	GAD-6	52,723	7
SAMPLER	ANDERN	PM-10	3,584	1	SPECTRSCOOP	EG&G	32X-P	8,368	1
SAMPLING DREDGE	WILDCO	008890	439	1	SPECTSCOOPY	EG&G	92X-P	8,325	1
SAMPLER PUMP	BRNANT	7570	495	1	SPOT SCOPE	FEDRLD	125745	360	1
SAMPLER PUMP	SUPELC	PAS-3000	390	1	SPRAYER ON TRAILER	HOTSY	980	7,407	1
SCALE	ACULAB	PKT PRO 80	1,250	1	STEEL TAPE	KESON	300 FT	207	1
SCALE	GEFBER	TP007200B	380	1	STEREOSCOOP	NIKON	413	390	1
SCALE	O'HAUS	CT1200-S	450	1	STRRER	HACH	5795A	410	1
SCALE	CHAU	CT1200	1,350	3	SUBMERSIBLE PUMP	FRANK	2143074416	422	1
SCALE	CHAU	CT1200-S	368	1	SUBSYSTEM	ANTHEM	757240	275	1
SCALE	SAMSON	SC500	1,506	1	SURVEY METER	BERLINE	E-500	10,755	9
SCALE	WEBB	6-2210	3,000	1	SURVEY PROBE	BERLINE	SHP100BGS	2,360	4
SCALE CALC	FARGO	ACS103	1,650	1	SURVEY PROBE	BERLINE	SHP100BGS	590	1
SCALER	BERLINE	PRS-1	18,418	9	SYSTEMIZER	ACT	32-50-364	500	2
SCANNER	VEMCO	500E	15,524	1	TABLET	CALCOM	25180-01	971	1
SCANNER RECORDER	SINCO	56420	9,140	1	TABLET	CALCOM	25108-01	971	1
SCINTILLOMETER	LUOLUM	12S	577	1	TABLET	CALCOM	25180	3,524	3
SCINTILLOMETER	MT SOPRIS	SC-132	1,544	1	TABLET	CALCOM	25180-01	8,392	9
SCINTILOMETER	LUOLUM	12S	577	1	TABLET	SUMMA	MG112436	2,969	1
SCINTLOMTR	LUOLUM	12S	9,207	15	TABLET	SUMMA	MG113648	2,550	1
SCINTLOMTR	MT SOPRIS	SC-132	1,757	1	TABLET	SUMMA	MG11B2436	2,245	1
SCINTLOMTR	MT SOPRIS	SC-132	72,534	47	TABLET	SUMMA	MM1201	1,430	4
SCOOTER	CUSHMAN	4000+	1,462	1	TANK	APPLIED ENG	4000 GAL	7,225	4
SCOOTER	CUSHMAN	898322-8710	4,725	1	TAPE BACKUP SYSTEM	CO. MEMORY	LUMBOTRAK25	429	1
SCOOTER	CUSHMAN	NMN	1,926	1	TAPE REEL	LUFKIN	CC9300B	393	1
SCRUBBER	MSRFLX	MD13A	405	1	TAPE STEEL	LEITZ	2357-48	216	1
SEALERCAN	WISALM	225	552	2	TAPEBACKUP	COMEMO	JT-2JC	152	1
SEISMOGRAPH	ORTEC	ES-1225	21,215	1	TAPEBACKUP	TECMAR	Q60H	2,850	2
SEIVE/SHKR	TYLER	RX-86	540	1	TAPEBACKUP	TECMAR	CIC-60H	1,400	1
SENSORHEAD	LI-COR	9916-004	1,800	1	TELEPHONE	MOTOROLA	FG9GTD8459	1,680	2
SERVER	INTEL	NMN	450	1	TELEPHONE	MOTOROLA	FG9LF094	599	1
SERVER	INTEL	PCLA2121	1,419	3	TEMP/HUMID SENSOR	DATLNX	230502/201	445	1
SERVER	INTEL	PCLA2131	459	1	TENSOMETR	SCNVLV	SSFSW/WO	2,778	1
SERVER	INTEL	PCLA2221	1,949	4	TERMINAL P	ZETRON	DAPT1000	2,210	1
SERVER	ZENITH	486/50	3,298	1	TEST PIT		NMN	4,496	1
SHREDDER	FELLOWES	PS70	292	1	TEST PIT	BFEOGJ	1	37,689	3
SHREDDER	IDEAL	2000S	289	1	TEST PIT	BFEOGJ	2	37,689	3
SLIDE PROJECTOR	KODAK	AF-2	208	1	TEST PIT	BFEOGJ	3	75,378	3
SMART CHARGER	CMNIDATA	PA-SCHARGER	211	1	TEST PIT	BFEOGJ	B-1	14,963	1
SNOWSHOES	SIEFFA	200 LB	440	2	TEST PIT	BFEOGJ	B-5	14,963	1
SOIL SMPLR	BLE	CN-1030	525	1	TEST PIT	BFEOGJ	BARRENPA	629	1
SOLAR CHARGER	ARCO	G100	295	1	TEST PIT	BFEOGJ	BA/BB	34,345	1
SOLAR PANEL	DATLNX	320-350	250	1	TEST PIT	BFEOGJ	BL/BH	23,546	1
SOUND STATION	HELLO DIRECT	2362	1,595	1	TEST PIT	BFEOGJ	BT/BK	20,546	1

Appendix A Government Furnished Equipment
Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
TEST PIT	BFEOGJ	BU/EM	20,546	1	TRBRACH	LEITZ	7311-35	316	1
TEST PIT	BFEOGJ	FSSNEUT	19.67	2	TRBRACH	SOKKIA	7311.35	425	1
TEST PIT	BFEOGJ	FNA1-A5	77,829	1	TRIPOD	LEICA	WILD GST20	1,500	1
TEST PIT	BFEOGJ	FNH20	97,757	1	TRIPOD	SOKKIA	7512-52	470	2
TEST PIT	BFEOGJ	GFOGAMMA	43,154	8	TRIPOD	SOKKIA	PSW1751252	420	2
TEST PIT	BFEOGJ	KJT	50,255	4	TRIPOD	SOKKIA	R7121	260	1
TEST PIT	BFEOGJ	KJT H20	48,602	1	TRUCK LOG	CHEVY	CC6D042	72,087	1
TEST PIT	BFEOGJ	MAGSUCEP	7,821	1	TUBE GUIDE			275	1
TEST PIT	BFEOGJ	NMN	50,275	4	TURB METER	HACH	2100P	895	1
TEST PIT	BFEOGJ	S7HOLE	888	1	TURBIDITY METER	HACH	16900	725	1
TEST PIT	BFEOGJ	SPECPADS	4,107	1	TVVCR	QUASAR	VV2020	499	1
TEST PIT	BFEOGJ	THORIUM	2,197	1	TWO WAY RADIO	MOTOROLA	P110 PLUS 2	2,667	5
TEST PIT	BFEOGJ	JI	3,113	1	TWO WAY RADIO	MOTOROLA	P110 PLUS 6	6,484	13
TEST PIT	CAIRNS	NMN	127.86	34	TYPEWRITER	IBM	10	930	2
TEST PUMP	BFEOGJ	NMN	12,575	1	TYPEWRITER	IBM	10	1,517	3
THEODOLITE	ASAHI	PX-06D	7,174	1	TYPEWRITER	IBM	15	577	1
THEODOLITE	K&E	TH-2	2,333	1	TYPEWRITER	IBM	3	1,940	3
THEODOLITE	TOPOON	STS-2B	7,445	1	TYPEWRITER	IBM	3	676	1
THERMOCOUPLER GAUGE	NUCLID	TC-8	581	1	TYPEWRITER	IBM	5	710	1
THERMOMETER	YELLOWSPRING	42SC	468	1	TYPEWRITER	IBM	SELECT II	1,494	2
TIMER	WST BD	40032	1,250	1	TYPEWRITER	IBM	SELECT II	4,446	5
TOOL KIT		188 PIECE	1,294	2	TYPEWRITER	IBM	SELECT II	10,179	14
TOOL KIT	JENSEN	377Y500	345	1	TYPEWRITER	IBM	WHEELWRITER 0	1,417	3
TOOL KIT	MINE SAFETY	472813	785	1	TYPEWRITER	IBM	WHEELWRITER 0	952	2
TOTAL STA	LEITZ	SET2B	13,300	1	TYPEWRITER	IBM	WHEELWRITER 0	487	1
TOTAL STATION	LEITZ	540G-00	11,996	1	TYPEWRITER	IBM	WHEELWRITER S	1,174	2
TOTAL STATION	SOKKIA	SET2BII	11,785	1	TYPEWRITER	IBM	WHEELWRITER S	577	1
TRAILER		5' X 10'	725	1	TYPEWRITER	IBM	WHLWRITER 15	1,158	2
TRAILER		NMN	245	1	TYPEWRITER	IBM	WHLWRITER 15	1,773	3
TRAILER	TAGALO	U58NLV	1,649	1	TYPEWRITER	XFDCX	602C	1,500	1
TRAILER	TEFRY	NMN	2,920	1	TYPEWRITER	XFDCX	602D	1,500	1
TRAILERHSE	PLAMOR	2100	5,321	1	UNISLIDE	VELMEX	A6018K1-S6	512	1
TRAILERPOFC	JTC	700279	7,655	1	UTILTRAILR	BIG J	NMN	850	1
TRAILRPLAT	GENENG	AP8	2,559	1	UTILTRAILR	YAMAHA	NMN	7,095	3
TRANSCRIBER	OLYMP	T100	279	1	VAC HLDOWN	GAST	40-30-73	952	2
TRANSCRIBR	LANIER	P-127	470	1	VACUUM	HAKO	X-100	2,100	2
TRANSCRIBR	SONY	M2000	265	1	VACUUM	PULMAN	90	497	1
TRANSDUCER		PXD-250	2,442	2	VACUUM ION	VARIAN	921-0062	2,700	2
TRANSDUCER	INSITU	PXD-250	4,146	3	VACUUM ION	VARIAN	H2-044	1,040	1
TRANSDUCER	SINCO	55442	4,134	6	VACUUM KIT	GAST	DOA-V191-AA	476	1
TRANSIT	DIEZGN	5100	530	1	VACUUMPUMP	WELCH	1374	2,175	1
TRANSMITTER		RT-1	18,800	1	VCR	GE	9-7270	460	1
TRANSMITTER	RAODET	RD400	1,180	1	VCR	PANASONIC	AG1270P	277	1
TRANSMITTER	RAODET	RD400HPTX	1,318	1	VCR	ZENITH	VRF250	324	1
TRANSMITTER	REODET	RD400HPTX	1,318	1	VCRMONITR	PANASONIC	AG-513A	495	1
TRBRACH	LEITZ	7311-35	316	1					

**Appendix A Government Furnished Equipment
Technical Assistance and Remediation**

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
VOLTMETER	WESCOB	HR-33T	1,595	1
VOLUMETER	RANHRT	216	555	1
WATER LEVEL PROBE	SINCO	51453	545	1
WEATHER MONITOR	WEATHERMNTR	7440	395	1
WEDGE	SYMBOL	K2080MS120 0A	1,345	1
WEDGE	SYMBOL	K2080MX120 0A	1,345	1
WEDGE	SYMBOL TECH	S2080MX1200 A	1,077	1
WEDGE BAR	ZEBRA	1002	1,071	1
WEIGHT IND	FLWEGH	UMC2004	1,150	1
WELLSAMPLR	ISCO	2600	750	1
WHITE WOODEN BUILDING		10X12X11	0	1
WINCH	WARN	A1500CL	306	1
WIND SPEED CUP	DATLNX	220-300	400	1
WTR CONS	SOILMO	3005	2,019	1
WTR MONTR	YLW SPRINGS	3500	5,374	2
Z NOTE COMPUTER	ZENITH	ZWL 433521	4,093	1
Z-SELECT MICROCOMPUTER	ZENITH	ZEL-1348-KP	2,170	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
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**Appendix B Government Furnished Equipment
Facility Operations and Support**

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
LAND CAMERA	FLROID	CU5	448	1	AIR COMPRESSOR	BOSTITCH	DWC100	320	1
14" COLOR MONITOR	ZENITH	ZCM-1440-UT	405	1	AIR COMPRESSOR	DAYTON	Z944-B	242	1
16 GAL RECYCLE TRUCK	UNK	54051WJ	381	1	AIR COMPRESSOR	GAST	DAA-P103-EB	254	1
17" COLOR MONITOR	NANAO CORP	MA-1780- USM	1,419	1	AIR COMPRESSOR	INGRSL	T301G120H	2,712	1
3 PART RACK	IBM	9309	0	1	AIR COMPRESSOR	JOHNSON CONT	A-40-14	3,237	1
40 BIT PORT	INNOVENTIONS	SIMCHECK 40	750	1	AIR COMPRESSOR	SPEEDAIRE	32922B	0	1
9751 CBX PHONE SYSTEM	COLM	50	0	1	AIR CONDITIONER	LEBERT	CJ45A	15,626	2
9" ANGLE GRINDER	MILWAUKEE	6069	254	1	AIR CONDITIONER	TRANE	2-27	78,325	1
A A SPECTROMETER	PERKIN ELMER	FIMS-100	12,500	1	AIR CURTAIN	VIRGINIA KMP	AC3600- 1150	1,635	3
A A SPECTROPHOTOMETER	PERKIN	AA560	10,559	1	AIR CYLINDER	MSA	5-447-1	870	3
A CHAMBER	GLPO	NMN	5,881	1	AIR DRIER	TESTO	HF300A	759	1
AB MODULE	XERTEX	AD-2	2,879	1	AIR FILTER	CONTRL	SILVR 2000-2	894	1
AC POWER SUPPLY	CENGE0	NMN	500	1	AIR PUMP	ALPNUC	V112-EB	500	1
AC PWR REG	TOPAZ	75102	549	1	AIR PUMP	AMETEC	GN-8P	2,880	3
AC VOL REG	SORNSN	ACR-2000	931	1	AIR PUMP	SHAMRK	GN-8	960	1
ACID/CORROS STRG CABINET	EAGLE	CRA-32	424	1	AIR S PUMP	F&J	HV1SHT	875	1
ACOUST SIM	QUEST	BA201	470	1	AIR SAMPLER	DUPONT	GN-8P	997	1
ACTIVE HUB	RAYCOM	3140	755	1	AIR SAMPLER	F&J	LV-1	575	1
ACTIVE HUB	STDMIC	8	2,142	7	AIR SAMPLER	F&J SP	LV-1	7,425	14
ACTIVE HUB	STDMIC	HUB-01	372	1	AIR SAMPLER	SAIC	H-809VII	713	1
ACTIVE HUB	STDMIC	HUB-02	1,017	3	AIR SAMPLER	SAIC	H809VII	713	1
ADAPTER	ADAPTC	1742A/MIDTO W	503	1	AIR SAMPLER	SAIC	H-81	1,130	1
ADAPTER	CBLTRN	CFOT-F1	1,463	2	AIR SAMPLER	SAIC	H-810	4,520	4
ADAPTER	EG&G	PRNCBL1	450	1	AIR SAMPLER	SAOC	H-810	1,130	1
ADAPTER	KIRCOM	PA02B6	262	1	AIR SAMPLER	SKC/GAST	228-501	690	2
ADAPTER	MOTOROLA	NTN-1043B	823	2	AIR SAMPLER W/SAMPLE PUMP	GASTECH	GX-91B	4,300	2
ADAPTER	SEGATE	ST41200NV	323	1	AIR SAMPLER	AIRSYS	HV108-5	3,200	2
ADAPTER	XIRCOM	EE10BU	1,577	4	AIR SAMPLR	ANDERS	NMN	1,850	1
ADAPTER	XIRCOM	PA202B6	224	1	AIR SAMPLR	F&H	LV-1	525	1
ADAPTER	ZENITH	ZWL325012	2,727	1	AIR SAMPLR	F&J	HV-BG	2,600	2
ADAPTER	ZIRCOM	EE10BU	389	1	AIR SAMPLR	F&J	LV-1	26,475	50
ADC	CANBER	177OR (9076)	795	1	AIR SAMPLR	MSA	FLOWLITE	368	1
ADC	CANBERRA	1806A	1,500	1	AIR SAMPLR	SAIC	H-809VI	650	1
ADC	CANBERRA	8075	1,450	1	AIR SAMPLR	SAIC	H-809VII	650	1
ADC	CANBERRA	8076	13,002	8	AIR SAMPLR	SAIC	HD-29A	5,720	4
ADC 200MHZ	TRACOR	TN17104	4,758	3	AIR SAMPLR	SINCO	224-PCXR7	1,250	2
AEROSOL MONITOR	MIE	PDM-3	4,460	2	AIR SAMPLR	STAPLX	LV-1	565	1
AGITATOR	ATC	3M1373	3,525	3	AIR SAMPLR	STAPLX	VM-3	1,600	2
AGITATOR	DAYTON	NMN	3,525	3	AIR S.PUMP	APBUCK	HIGH FLOW	1,490	1
AIR CLEANER	BOSTON HUNT	HUN-25820	215	1	AIR VELOCITY METER	TSI	8360	1,250	1
AIR CLEANR		MAC-21	7,390	2	AIRA CYLINDER	MSA	5-447-1	290	1
AIR CLEANR	AUTFLO	5H536	231	1	AIRCOMPRESSR	DAYTON	33355B	242	1
AIR CLEANR	ENVIRA	13503EV35B	220	1	AIRCOMPRESSR	GAST	NMN	1,025	1
AIR CLEANR	HNYWEL	F5700	1,090	1	AIRCOMPRESSR	INGRSL	242-5N	540	1
					AIRCOMPRESSR	PACSCI	3HB19M32	500	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
AUTOINTPIC	HARSHAW	2300B	1,000	1
AUTOLOTTR	JDL	P	3,493	1
AUTOSAMPLR	DIONEX	41810	4,511	1
AUTOSAMPLR	DYNA	GC-411V	12,638	2
AUTOSAMPLR	MILLIPORE	717 PLUS	11,188	1
AUTOSAMPLR	P-ELME	BO19-1084	4,840	1
AUTOSAMPLR	PERKIN	AS-60	6,890	1
AUTOSAMPLR	PERKIN	AS90	5,115	1
AUTOSAMPLR	TEKMAR	14-2962	6,114	1
AUTOSAMPLR	VARIAN	8035	8,554	1
A. BALANCE	METTLR	AE100	1,996	1
BACKHOE	CASE	480C	18,591	1
BACKUP UNT	DILOG	STDOTT1	6,798	2
BAG HOUSE	WHEELA	NMN	7,029	1
BALANCE	ANSWR	TCX	2,000	1
BALANCE	A&D	ER-182A	2,397	1
BALANCE	A&D	FX3200	1,165	1
BALANCE	DENVER	XD-4KD	1,285	1
BALANCE	METLER	A30	3,575	1
BALANCE	METLER	AT201	4,843	1
BALANCE	METLER	B6	1,047	1
BALANCE	METLER	PE 360	1,159	1
BALANCE	METLER	PE16	1,545	1
BALANCE	METLER	PM200	1,506	1
BALANCE	METLER	PM-400	2,150	1
BALANCE	METLER	PM-600	1,529	1
BALANCE	METLER	PM6000	1,560	1
BALANCE	OHAUS	E4001	795	1
BALANCE	OHAUS	NMN	297	1
BALANCE	OHAUS CORP	TS400D	950	1
BALANCE	PFECNS	311	2,000	1
BALANCE	SARTOR	3704	2,785	1
BALANCE	SARTOR	3862MP6	1,820	1
BALANCE	SARTOR	R160D	2,774	1
BALANCE	SARTOR	U4800P+	1,860	1
BALANCE	SAUTER	K1200	3,372	2
BALANCE	SEKO	PN-92418	2,000	1
BALANCE	SRTORS	BA3100P	996	1
BALANCE	SRTORS	LC34000P	2,830	1
BALANCE TL	AFBOR	5005	2,203	1
BAND SAW	LENOX	HVBS-7M	965	1
BANDSAW	.ET	VBS-500	2,071	1
BANDSAW	MILWAU	6230	307	1
BANDSAW	ROCKWL	20-916	1,202	1
BARCODE MANAGER	INTERM	9560	1,595	1
BARCODE READER	SYMBOL TECH	LS3020-100AG	6,699	6

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
BARCODE SCANNER	MARS	MEQ300	6,470	2
BARCODE SCANNER	MARS	MEQ530SUN	4,790	2
BARCODE SCANNER	MARS	NMN	5,422	2
BAROMETER	PRINCO	453-XB1	780	1
BASE STATION	GE	MASTR II	4,463	1
BASE STATN	GE	D166KAU5	3,201	1
BASE UNIT	3COM	3C528	2,984	4
BASE UNIT	ETHRNT	3C528	1,596	2
BASEMOUNT	MCKAY	NMN	3,896	1
BASE/CONTROL RADIO	MOTOROLA	L54SUN70DO B	2,030	1
BASIC UNIT	SENOCRE	CM2125	3,260	1
BAT CHARGER	MSA	471600	468	1
BATATERY CHARGER	MSA	471600	495	1
BATCH MIXER	LIGHTIN	123854	599	1
BATH	UNGYER	HBJ-151	2,355	1
BATH WATER	BLUEM	MW1120A1	1,234	1
BATH WATER	PFECNS	181	442	1
BATH WATER	PFESC	186	980	1
BATTERY CHARGER	ALPNUC	552*	600	3
BATTERY CHARGER	DAYTON	223/8D	212	1
BATTERY CHARGER	MSA	47-1600	383	1
BATTERY CHARGER	MSA	471600	1,882	4
BATTERY PACK W/CHARGER	FCA	CPS04	200	1
BATTERY PK	HARSHAW	FFU	430	2
BATTERY W/CHARGER	ZONGE ENG	NTEM-BAT	1,662	1
BC SCANNER	INTRMC	6560A	1,080	1
BC SCANNER	INTRMC	9560A	7,557	7
BERNOULLI MULTIISK BEVELER	ICMEGA CORP	TRANSPORT150	549	1
BIAS SPLY	HERMES	B-4	300	1
BIAS SPLY	CRTEC	459	536	1
BIAS SPLY	TENLEC	TC950	536	1
BIND THERM	GENBIN	T320	1,069	1
BINDER	GBC	110EB	1,571	1
BINDER	THESCO	NMN	1,390	1
BINDING MACHINE	GEBCO		0	1
BINOCULARS	MINOLTA	WEATHERMATIC	300	1
BINOCULARS	MINOLTA	WEATHERMATIC	300	1
BLENDER	HAMBCH	665-3	1,810	1
BLENDER	PATKEL	CS-8	3,620	2
BLENDER	PATKEL	CS-8S	3,870	2
BLENDER	PATKEL	NMN	13,138	5
BLENDER	PATKEL	SB-S4	872	1
BLENDER	PATKEL	YBB	392	1
BLOWN DOOR	MINBLO	NMN	10,000	1
BOARD COPY	CASIO	CP-1000	796	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
BOLER	BABOCK	WY	56,342	1	CALCULATOR	TI	SR-52	348	1
BOLER	CSE	T300PFCG	95,500	1	CALCULATOR	TI	TI-59	1,354	4
BOTTOM TOOL CHEST		65025	353	1	CALIB FIX	BFECGJ	NMN	7,300	1
BREATH APP	MINE S	ULTRALIGHTII	3,312	2	CALIB KIT	JONSON	JC-5383	640	1
BREATH APPARATUS	MSA	401*	1,360	2	CALIB STND	PYLON	1025	410	1
BREATH APR	MSA	401*	1,360	2	CALIB STND	PYLON	1150	410	1
BREATH APR	MSA	484955	11,380	7	CALIBRATOR		TN1710-8	425	1
BUFFER	ACT	02-03-101	539	2	CALIBRATOR	F&J	C-812	500	1
BUFFER	MBIP	XVBIP	200	1	CALIBRATOR	F&J	C-814	500	1
BULLDOZER	CATERPILLAR	D-6	11,359	1	CALIBRATOR	F&J	MJ1011	800	1
BUN WARMER	TOSTMS	2D5	300	1	CALIBRATOR	GILIAN	800275	1,696	1
BURNER CONTROL	PERKIN	NMN	5,000	1	CALIBRATOR	GILIAN	800275	11,872	7
C CHAMBER	GPO	NMN	22,323	1	CALIBRATOR	GILIAN	D-800270	846	1
CABINET	AMCO	500PDM281	333	1	CALIBRATOR	GILIAN	D-800272	1,488	2
CABINET	EAGLE	COROSIVE STR	694	1	CALIBRATOR	FEL	829M	6,532	1
CABINET	FIRKNG	F-K-4-38CPA	3,180	2	CALIBRATOR	TRACOR	TN1710-8	330	1
CABINET	JSTRIT	25040	230	1	CALIBRATOR	TRACOR	TN17108	4,725	8
CABINET	JSTRIT	25710	356	1	CALIBRATOR FOR SL METER	QUEST	QC-10 CALIB	825	1
CABINET	NUAIRE	NU-119-400	5,475	1	CALIBRTR-H	GILIAN	D-800270	1,692	2
CABINET	ORTEC	LX800	3,760	1	CALIBRTR-L	GILIAN	D-800272	744	1
CABLE	EG&G		600	2	CALIBRTRST	GILIAN	800271	761	1
CABLE	MARK		5,050	7	CALSLAB TH	BFECGJ	TH	2,426	1
CABLE	MARK	NMN	1,150	1	CALSLAB TH	BFECGJ	TL	2,426	1
CABLE	MOTOROLA	RTK-4023B	214	1	CAMCORDER	CANON	A1-MARK II	1,849	1
CABLE ON REEL	MARK		1,550	2	CAMCORDER	PANASONIC	AG-170	1,850	1
CABLE REEL	AERMTV	358A	526	1	CAMCORDER	FCA	CC275	2,000	1
CABLE TESTER	INDEPNT TECH	TEST ALL IV	255	1	CAMCORDER	SONY	CCD-TR101	0	1
CABLETESTR	TEKTRONX	1503	3,136	1	CAMCORDER	SONY	CCD-TR4	800	1
CABNET FAN	TRANE	T3	2,100	2	CAMCORDER	SONY	CCD-V5000	1,990	1
CABNET FAN	TRANE	T3	2,100	2	CAMERA	ASAHI	K2	340	1
CALCULATOR	HEWLETT PACK	HP-11C	204	1	CAMERA	AVANT	QUAD 4A	895	1
CALCULATOR	HEWLETT PACK	HP-1912S	585	1	CAMERA	BRNICA	GS-1	790	1
CALCULATOR	HEWLETT PACK	HP-25C	200	1	CAMERA	CANNON	RC250	956	1
CALCULATOR	HEWLETT PACK	HP-41C	702	2	CAMERA	CANON	38CX	326	1
CALCULATOR	HEWLETT PACK	HP-41CV	230	1	CAMERA	HONEYWELL	ESI	667	1
CALCULATOR	HEWLETT PACK	HP-41CX	1,298	5	CAMERA	HONEYWELL	SPOTMATIC880	338	1
CALCULATOR	HEWLETT PACK	HP41CX	478	2	CAMERA	MINOLTA	DAR2800	13,268	1
CALCULATOR	HEWLETT PACK	HP48SX	300	1	CAMERA	NIKON	FM	1,506	2
CALCULATOR	HEWLETT PACK	HP-55	420	1	CAMERA	NIKON	FM-2	449	1
CALCULATOR	HEWLETT PACK	HP-67	1,687	5	CAMERA	NIKON	N8008S	630	1
CALCULATOR	HEWLETT PACK	HP-97	5,403	9	CAMERA	NIKON	NIKKORMAT	479	1
CALCULATOR	MONROE	1430	366	1	CAMERA	PHOTOM	NMN	799	1
CALCULATOR	SHARP	CS-2051	464	2	CAMERA	FLROID	MP3XL	982	1
CALCULATOR	SHARP	CS-2780	465	2	CAMERA	FLROID	SPECTRA	216	1
CALCULATOR	SHARP	CS2780	448	2	CAMERA	POLAROID	2326	456	1
CALCULATOR	SHARP	CS-4163	284	1	CAMERA	POLAROID	SLR680	219	1

**Appendix B Government Furnished Equipment
Facility Operations and Support**

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
CAMERA	POLAROID	SLR680SE	225	1	COROMDRIVE	MCR00S	LSRBNK	481	1
CAMERA	ROBERT	432	5,044	1			500CD		
CAMERA	ROBTSN	44-4872	43,539	1	COROMPLAYR	SONY	CDU6205-10	258	1
CAMERA CCD	COHU	4815510C	1,080	1	CELLULAR PHONE	JOHNSN	8870	1,250	1
CAMERA OSC	TEKTRONIX	C-30	885	1	CELLULAR PHONE	MOTOROLA	F09HRD8333	500	1
CAMERABODY	CANON	AE-1	237	1			AG		
CAMERABODY	CANON	AE-1	259	1	CEMENT MIX	ESSICK	65CM	2,115	1
CAMERAOUTF	WILDHS	MPS11	1,020	1	CEMENT MIXER	HOBART	N50	2,335	1
CAMERAQUAD	AVANT	104	510	1	CENTRIFUGE	BECKMAN	GS-6K	9,418	1
CAMERAXRAY	BLAKE	LB	1,385	1	CENTRIFUGE	DAMON	UV	3,656	2
CAMERA/BACK/LEN	PALARD	500C	1,040	1	CENTRIFUGE	IEC	K	6,750	1
S					CENTRIFUGE	LEC	2K	2,663	1
CAMPER SHELL	MAGICTOPPER	FLAIR	0	1	CENTRIFUGE	PRECEN	67310	2,748	1
CAN OPENER	EDLUND	#201	262	1	CHAMBER	EDA	RDT-308	2,310	7
CAN SEALING MACHINE	WISALM	225	307	1	CHAMBERION	EBERLINE	RO-2	3,686	4
CANSEALMAC	ELJSC	V10A	2,701	2	CHAMBERION	EBERLINE	RO-2	893	1
CANSEALMAC	WISALM	225	296	1	CHANNEL SPLITTER	TYLINK	ONS42004P5	1,600	1
CAPNGSTATN	CEM	NMN	1,700	1			P5		
CAR WASHER	HOTSY	981A	2,157	1	CHARGER		NMN	295	1
CARRY CASE	EG&G	ES-2401	700	1	CHARGER	AMETEK	3C588	230	1
CART	E-Z-GO	CI-500	4,409	1	CHARGER	BENDX	LAA0375A	300	1
CART	E-Z-GO	XI-500	13,226	3	CHARGER	E-Z-GO	20484	306	1
CART	E-Z-GO	XI-875	18,564	3	CHARGER	GILIAN	BMS-200	475	1
CART	E-Z-GO/TXTRN	XI-500	3,397	1	CHARGER	GILLAN	BMS200	450	1
CART	TAB	NMN	525	1	CHARGER	GILLIAN	BMS200	0	1
CART	TIPKE	5513	209	1	CHARGER	HNUSYS	60AC100013	720	2
CART ELEC	E-Z-GO	XT-500	4,575	1			A1		
CART ELEC	EZGO	XT500	4,386	1	CHARGER	MOTOROLA	HTN9748	466	1
CART ELEC	TAYLOR	R 3-80	5,077	1	CHARGER	MOTOROLA	NMN	295	1
CART LAB		NMN	1,212	6	CHARGER	MOTOROLA	NTN-4796A	512	1
CART LAB	EQUIPT	NMN	1,212	6	CHARGER	MSA	471600	468	1
CART LAB	LABCON	80200	606	3	CHARGER	SINCO	324-32SCR	302	1
CARTMONTR	LU DLUM	239-1F	2,207	1	CHARGER	SKC	223-410	251	1
CASE		NMN	300	1	CHARGER/SUN	BENDX	LAA 0380	249	1
CASE	HARDNG	3124160227	1,189	1	CHARGRBAT	ALJME	BC80475-A	201	1
		02			CHARGRBAT	MSA	456690	761	1
CASE	PYLON	RN-107	2,125	5	CHARGRBAT	MSA	471600	446	1
CASSETTE		C30-1	385	1	CHARGRBAT	MSA	NMN	892	2
CD DRIVE	NEC	CDR-74-1	550	1	CHARGRBAT	MT SOPRIS	BC1074	446	1
CD ROM DRIVE	MICRO DESIGN	SE6CDL4	1,173	1	CHARGRBAT	WARDS	61-16403	446	1
CD ROM DRIVE	MICRO DESIGN	SE6CDL4	2,346	2	CHART RECORDER	E&K	655P	4,988	10
CD ROM DRIVE	MICRO DESIGN	SE6CDX	500	1	CHART RECORDER	HEWLETT PACK	7155B	6,260	3
CD-ROM	TSHIBA	TXM3401E10	583	1	CHART RECORDER	RIGAKU	R1302H11	3,050	1
		0			CHASSIS	ATTECH	AF3SCIDKT	985	1
CD-ROM DRIVE	MICRO DESIGN	600CDX	581	1	CHEST ICE	POLFOU	301-	390	1
CD-ROM DRV	SONY	CDU5205-10	258	1	CHILLER	FTS	RS33A00	1,975	1
CD-ROM RDR	HTACHI	NMN	1,908	1	CHILLER	NESLAB	3491040402	1,500	1
CDROMDRIVE	MCR00S	LASEFBANK60	481	1			00		
		0			CHPTESTER	SERVIC	1000	695	1
					CHOPPER	HOBART	4612	1,795	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
CHROMOGRAPHY	NEC	PM386/25	4,799	1	COMPULOG	CENGEO	NMN	2,500	1
CHROMATOGR	ABC	AUTOPREP100	23,999	1	COMPUTER			1,478	1
CHROMGRAPH	ANALYT	601 GPC	35,750	1	COMPUTER		COMDIAL	0	1
CHROMGRAPH	DIONEX	4040	35,150	1	COMPUTER		PENTIUM 90	0	1
CHROMGRAPH	DIONEX	40401	17,515	1	COMPUTER		VECTRA	10,930	1
CHROMGRAPH	EXTREL	3400	10,998	1	COMPUTER	3COM	3C588-12TP	995	1
CHROMGRAPH	HEWLETT PACK	HP-5995	110.81	1	COMPUTER	APPLE	M3078LLVA	3,384	1
CHROMGRAPH	TRACOR	540	19,370	1	COMPUTER	APPLE	MAC PLUS	1,593	1
CHROMGRAPH	VARIAN	3400	31,206	2	COMPUTER	COMPAQ	40	4,619	1
CHROMGRAPH	VARIAN	3700	5,301	1	COMPUTER	DIGITAL	8PLN3DDDP	6,952	1
CHROMO SYS	EPSON	EQUITY1-	2,129	1	COMPUTER	DIGITAL EQP	11/44	43,960	1
CIR BATH	BRINKMN	RMT20	2,700	1	COMPUTER	DIGITAL EQP	PE4DA-CC	10,796	1
CIRC BATH	BRINKMN	ULT600	3,225	1	COMPUTER	DIGITL	PC743-W4	2,099	1
CIRC COOLR	NESLAB	CFT-25	1,505	1	COMPUTER	EASY	ED225HI	3,752	1
CIRCTRACR	SCOTCH	TK3A	453	1	COMPUTER	ELAB	386SX	6,600	3
CIRCU BATH	HAAKE	N4-B	3,770	1	COMPUTER	ELAB	386/16	1,200	1
CIRCUIT SETTER	B&G	931BG	601	1	COMPUTER	ELAB	ELAB	2,200	1
CIRCULAR RECORDER	OMEGA	CT-1300A	1,795	1	COMPUTER	ELAB	Z241	2,200	1
CIRCULATOR	FISHER	9100	1,674	1	COMPUTER	ELAB	ZUG386-16	3,750	3
CLASSIFIER	TSI	3071	20,970	1	COMPUTER	ELAB	ZUS248	1,000	1
CLEANER	BARK	ULTRASON	565	1	COMPUTER	ELAB	ZUS-286	2,200	1
CLEANER	FISHER	PS-14-11	380	1	COMPUTER	ELAB	ZUS386SX	1,000	1
CLOCK SYN	KINMET	OM-CD	2,400	1	COMPUTER	ELAB	ZUS386SX	1,000	1
CLOCK SYN	KINMET	OM-DC	2,400	1	COMPUTER	EPSON	HX-20	690	1
CLOUDCHMBR	LEYBLD	559-65	1,979	1	COMPUTER	EVEREX	DESIGNOTE 2	3,340	1
CNDNSATN PARTICLE COUNTER	TSI	3022	17,500	1	COMPUTER	GATEWAY 2000	486DX266LB	3,060	1
CNDNSG UNT	GRANGR	MHAMCTO36S	862	1	COMPUTER	GATEWAY 2000	4DX2-66	1,974	1
CNTR ALBE	CANBER	2404	23,489	1	COMPUTER	GATEWAY 2000	4DX2-66E	3,895	1
COATER	DENTON	DV515SEM	5,523	1	COMPUTER	GATEWAY 2000	4DX-33	1,590	1
COOL REACTOR	HACH	45600.00	495	1	COMPUTER	GATEWAY 2000	4DX-66	1,974	1
COLLAPSE-A-TAINER	NEWPIG	PAK-319	1,399	1	COMPUTER	GATEWAY 2000	CB4DX475	4,495	1
COLLECTOR	GILSON	FC203B	1,377	1	COMPUTER	GATEWAY 2000	P4D-66	40,777	17
COMMUNICATION SERVER	CUBIX CORP	ERS-FAULT TL	11,084	1	COMPUTER	GATEWAY 2000	P4D-66	11,691	5
COMP TO VIDEO CONVERTER	ADDA TECH	AVERKEY 3-PC	399	1	COMPUTER	GATEWAY 2000	P5-90	6,040	2
COMPRESSOR	CAMPBL	MT5012	206	1	COMPUTER	GATEWAY 2000	P5-90	10,873	3
COMPRESSOR	CHAMPI	0EH418	5,000	1	COMPUTER	GATEWAY 2000	PD4-66	12,733	5
COMPRESSOR	DAYTON	1233-98	650	1	COMPUTER	GATEWAY	LP486I25SX	2,000	2
COMPRESSOR	DAYTON	3N220	501	1	COMPUTER	HEWLETT PACK	HP-5340A	12,374	1
COMPRESSOR	GAST	DOA0102AA	202	1	COMPUTER	HEWLETT PACK	HP-71B	469	1
COMPRESSOR	GAST	DOA-P109-FB	219	1	COMPUTER	HEWLETT PACK	HP85B	8,525	2
COMPRESSOR	HNYWEL	M322	650	1	COMPUTER	HEWLETT PACK	HP9825T	5,160	1
COMPRESSOR	ISCO	3600	2,761	1	COMPUTER	IBM	5170	31,020	4
COMPRESSOR	JOY	G0100QP	5,186	1	COMPUTER	IBM	70	2,972	1
COMPRESSOR	SANERN	112A30030	520	1	COMPUTER	IBM	77	12,500	1
COMPRESSOR	GRANGR	3Z180	770	1	COMPUTER	IBM	8570-121	4,065	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
COMPUTER	IBM	8570/70	4,065	1
COMPUTER	IBM	9370	87,040	1
COMPUTER	IBM	PS/2	3,289	1
COMPUTER	INSIGHT	N1715014	8,324	1
COMPUTER	KOMTRN	IPL386SX	4,995	1
COMPUTER	MAXTOR	PO-12S	2,928	1
COMPUTER	MITAC	486DX266	2,148	1
COMPUTER	MKTTCB	MT-SPECIAL	1,100	4
COMPUTER	NEC	APCIV	2,695	1
COMPUTER	NEC	WA227024901	12,620	1
COMPUTER	NICOLT	PS/2-50Z	5,200	1
COMPUTER	NRTHTG	4C6338	3,477	1
COMPUTER	OMNIDATA	286-04HC1307486SX	3,192	1
COMPUTER	PACKARD	486SX	0	1
COMPUTER	PERKIN	7500	6,815	1
COMPUTER	PERKIN ELMER		0	1
COMPUTER	POQUET	PC0164	2,900	2
COMPUTER	RADSHK	TRS80100	499	1
COMPUTER	ROCKWL	AIM65	1,165	1
COMPUTER	SEGATE	ST41200NV	1,780	1
COMPUTER	STARWEST	386/33	21,844	20
COMPUTER	STARWEST	486DX	7,477	4
COMPUTER	STARWEST	486DX/33	1,551	1
COMPUTER	STARWEST	486DX/50	6,927	3
COMPUTER	STARWEST	486DX/66LB	2,211	1
COMPUTER	STARWEST	486/33	92,675	45
COMPUTER	STARWEST	486/33DX	5,276	3
COMPUTER	STARWEST	486/50	17,361	7
COMPUTER	STARWEST	486/50DX	14,766	6
COMPUTER	STARWEST	486/66	2,859	1
COMPUTER	STARWEST	486/66DX	5,012	2
COMPUTER	STARWEST	486/66DX2	39,203	14
COMPUTER	STARWEST	486/66DX2	7,817	3
COMPUTER	STARWEST	486/DX	8,627	4
COMPUTER	STARWEST	486/DX	27,273	12
COMPUTER	STARWEST	486/DX33	1,975	1
COMPUTER	STARWEST	486/DX66	4,506	2
COMPUTER	STARWEST	486/DX/33	2,120	1
COMPUTER	STARWEST	486/DX/66	5,948	2
COMPUTER	STARWEST	496/33	2,470	1
COMPUTER	STARWEST	TZ81BQ2	8,155	5
COMPUTER	STARWEST	TZ81BQ2	2,848	2
COMPUTER	STARWEST	486DX/50	3,134	1
COMPUTER	STARWT	486DX	1,869	1
COMPUTER	STATWS	386/33	922	1
COMPUTER	TENLEC	LB510020801	29,800	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
COMPUTER	TI	10019	21,101	1
COMPUTER	TOSHIBA	T4400SXC	4,850	1
COMPUTER	TOUCHE	386/331	3,848	1
COMPUTER	ZENITH	ZS50DE-1	3,298	1
COMPUTER	ZENITH	320LMD60	2,125	1
COMPUTER	ZENITH	386-33	4,724	1
COMPUTER	ZENITH	40	3,631	1
COMPUTER	ZENITH	60ZWL-3200670	5,364	2
COMPUTER	ZENITH	70	3,104	1
COMPUTER	ZENITH	7WL360-6	2,659	1
COMPUTER	ZENITH	A386/20-70	3,590	1
COMPUTER	ZENITH	A9386/20	1,990	1
COMPUTER	ZENITH	G1130859001	3,340	1
COMPUTER	ZENITH	KJL4231KP	3,544	3
COMPUTER	ZENITH	KXS-4921-KW	2,115	1
COMPUTER	ZENITH	KXS4921KW	9,345	3
COMPUTER	ZENITH	SJL1645KP	2,430	1
COMPUTER	ZENITH	SJL-4231-KP	1,198	1
COMPUTER	ZENITH	SJL4231KP	3,594	3
COMPUTER	ZENITH	SJL4231KP	1,198	1
COMPUTER	ZENITH	SS286/20	4,952	2
COMPUTER	ZENITH	SWL-325-8	2,516	1
COMPUTER	ZENITH	TS80386E	4,724	1
COMPUTER	ZENITH	Z159/3	1,365	1
COMPUTER	ZENITH	Z248/12-40	12,592	6
COMPUTER	ZENITH	Z286	12,934	7
COMPUTER	ZENITH	Z286E/20	3,244	1
COMPUTER	ZENITH	Z286E/20	3,244	1
COMPUTER	ZENITH	Z286E/41	3,959	1
COMPUTER	ZENITH	Z386-1	7,064	3
COMPUTER	ZENITH	Z-386-20	3,590	1
COMPUTER	ZENITH	Z386-20	2,660	1
COMPUTER	ZENITH	Z386-20/40	3,338	1
COMPUTER	ZENITH	Z386-20/40	5,816	2
COMPUTER	ZENITH	Z386-20/70	6,676	2
COMPUTER	ZENITH	Z386-25	3,590	1
COMPUTER	ZENITH	Z386-30/70	3,338	1
COMPUTER	ZENITH	Z-386-33	14,172	3
COMPUTER	ZENITH	Z-386-33MOD1	4,724	1
COMPUTER	ZENITH	Z386-40	150,49	42
COMPUTER	ZENITH	Z386-40	19,367	5
COMPUTER	ZENITH	Z386-80	12,272	1
COMPUTER	ZENITH	Z386/100	3,890	1
COMPUTER	ZENITH	Z-386/20	3,980	2
COMPUTER	ZENITH	Z386/20	5,946	3

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
COMPUTER	ZENITH	Z386/20	11,491	4	COMPUTER	ZENITH	ZW158-42	5,281	1
COMPUTER	ZENITH	Z386/20-40	3,815	1	COMPUTER	ZENITH	ZW158-43	5,033	3
COMPUTER	ZENITH	Z-386/20-70	7,180	2	COMPUTER	ZENITH	ZW159-3	1,319	1
COMPUTER	ZENITH	Z386/20-70	14,040	5	COMPUTER	ZENITH	ZW241-82	21,744	6
COMPUTER	ZENITH	Z386/20/70	3,590	1	COMPUTER	ZENITH	ZW248-81	2,900	1
COMPUTER	ZENITH	Z-386/25	3,104	1	COMPUTER	ZENITH	ZW248-82	7,492	3
COMPUTER	ZENITH	Z-386/25	5,983	2	COMPUTER	ZENITH	ZW248-84	11,908	5
COMPUTER	ZENITH	Z386/25	3,104	1	COMPUTER	ZENITH	ZW286	3,992	2
COMPUTER	ZENITH	Z386/25-1	3,860	1	COMPUTER	ZENITH	ZW286-25	72,992	43
COMPUTER	ZENITH	Z386/25-1	4,463	1	COMPUTER	ZENITH	ZW286-40	3,359	1
COMPUTER	ZENITH	Z-386/25-70	3,413	1	COMPUTER	ZENITH	ZW386-80	4,658	1
COMPUTER	ZENITH	Z386/25-70	4,724	1	COMPUTER	ZENITH	ZWL0360AA	3,178	2
COMPUTER	ZENITH	Z386/33-1	18,851	4	COMPUTER	ZENITH	ZWL0630AA	3,178	2
COMPUTER	ZENITH	Z386/4-40	3,349	1	COMPUTER	ZENITH	ZWL18393	1,438	1
COMPUTER	ZENITH	Z-486/25E	4,960	1	COMPUTER	ZENITH	ZWL32006	4,398	2
COMPUTER	ZENITH	Z486/25E	9,805	2	COMPUTER	ZENITH	ZWL325012	2,807	1
COMPUTER	ZENITH	Z-486/33	8,655	1	COMPUTER	ZENITH	ZWL325112	4,295	1
COMPUTER	ZENITH	Z486/33ET	9,420	1	COMPUTER	ZENITH	ZWL-360-6	7,017	3
COMPUTER	ZENITH	ZA138-42	1,044	1	COMPUTER	ZENITH	ZWL-4251-20	6,958	2
COMPUTER	ZENITH	ZEK1331KP	1,604	1	COMPUTER	ZENITH	ZZSP16450D	3,160	1
COMPUTER	ZENITH	ZEL-1331-KP	1,602	1	COMPUTER	ZENITH	SS286/20	2,829	1
COMPUTER	ZENITH	ZEL1331KP	3,732	3	LAPTOP	ZENITH	ZW286-40	3,359	1
COMPUTER	ZENITH	ZEL-1348-KP	1,263	1	LAPTOP	ZENITH	SS286/20	2,829	1
COMPUTER	ZENITH	ZEL1648KP	2,220	1	COMPUTER LAPTOP	ZENITH	SS386/100	3,899	1
COMPUTER	ZENITH	ZEL-1651-OB	4,992	2	COMPUTER LAPTOP	ZENITH	Z286	3,275	1
COMPUTER	ZENITH	ZEL-1651-OB	4,622	2	COMPUTER LAPTOP	ZENITH	ZWL286	3,068	1
COMPUTER	ZENITH	ZF110-22	3,838	1	COMPUTER LAPTOP	ZENITH	SS286/20	8,135	3
COMPUTER	ZENITH	ZF148-41	6,827	8	COMPUTER LAPTOP	ZENITH	Z286	3,275	1
COMPUTER	ZENITH	ZF148-42	2,455	2	COMPUTER LAPTOP	ZENITH	Z286E/20	6,613	2
COMPUTER	ZENITH	ZF241-21	4,740	1	COMPUTER LAPTOP	ZENITH	Z286/20	2,995	1
COMPUTER	ZENITH	ZF248-81	3,064	1	COMPUTER LAPTOP	ZENITH	ZWL184-2	1,777	1
COMPUTER	ZENITH	ZF248-81	6,128	2	COMPUTER	TEKTRONIX	TEK4106	1,048	1
COMPUTER	ZENITH	ZF286	7,796	4	TERMINAL	CONSUMER TEC	DK003	358	1
COMPUTER	ZENITH	ZF286-02	2,358	2	INTERFACE UNIT	ZENITH	SS286/20	5,658	2
COMPUTER	ZENITH	ZJL-4231-KP	2,580	2	COMPUTER LAPTOP	ZENITH	SS286/20	5,658	2
COMPUTER	ZENITH	ZJL4231KP	1,290	1	COMPUTER SYSTEM	DIGITAL EOP	VAX300	94,984	1
COMPUTER	ZENITH	ZKS-6034-OR	2,579	1	COMPUTER W/2	IBM	9406	0	1
COMPUTER	ZENITH	ZKS-6038-KM	2,350	1	RACK & DISK	ZENITH	ZWL184-20	2,095	1
COMPUTER	ZENITH	ZKS6038KM	4,700	2	COMPUTER XT	ZENITH	ZWL184-20	2,095	1
COMPUTER	ZENITH	ZL433ETO	11,380	2	LAPTOP	COMPAQ	4/25CONCERT	1,243	1
COMPUTER	ZENITH	ZPR4834KV0	2,135	1	(NOTEBOOK)	COMPAQ	O		
COMPUTER	ZENITH	ZSL-4231-KO	3,039	2	CONCENTRATOR	TEKMAR	14-2000	6,895	1
COMPUTER	ZENITH	ZSL4231KO	1,400	1	CONDENSATE PUMP	MARATHON	6150C	0	1
COMPUTER	ZENITH	ZSL-4234-KO	1,335	1	CONDUCTIVITY	ORION	122	556	1
COMPUTER	ZENITH	ZSL4234KO	1,332	1	METER	ORION	122	556	1
COMPUTER	ZENITH	ZSL-4634-KO	4,570	3	CONDUIT BENDER	GREENLEETEX	1818	2,416	1
COMPUTER	ZENITH	ZSL-4634-KO	4,570	3	CONE BLENDER	WINSMITH	920 MDN	1,920	1
COMPUTER	ZENITH	ZSL-4634-KO	4,570	3	CONNECTION	BLKBOX	NMN	695	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
CONTAINER		NMN	2,825	1	COUNTER	GE	HP5245L	3,388	1
CONTR LION	GRANVL	03	915	1	COUNTER	GE	HP5335A	4,740	1
CONTROL DP	RIGAKU	5072D1	29,525	1	COUNTER	GR	11919706	1,546	1
CONTROL MODULE	BFEGJ	FRN	1,600	1	COUNTER	JSWFT	E-	1,014	1
CONTROL MODULE	CAMPBL	CR-10	2,095	1	COUNTER	JSWFT	NMN	1,014	1
CONTROL MODULE	CMASCI	CR-10	970	1	COUNTER	LUOLUM	218	9,735	7
CONTROLLER	CRNTRL	CD-4	269	1	COUNTER	SHORMA	60+	250	1
CONTROLLER	DYLON	1015B-2	4,982	1	COUNTER D	GUPO	EL0018B	4,323	1
CONTROLLER	IBM	9335-A01	5,705	1	COUNTER/TIMER	CANBERRA	1790C	1,705	1
CONTROLLER	IPM	IP1612DC	290	1	COUNTER/UNIV	TEKTRONX	DC-503	2,671	3
CONTROLLER	PERKIN	MHS-20	4,120	1	COUNT-TIME	CANBERRA	1790C	1,500	1
CONTROLLER	SYMBOL	LL5001200	293	1	COUNT-TIME	CANBERRA	2071	1,700	2
CONTROLLER	SYMBOL	LL5001100	1,462	5	COUNT-TIME	ORTEC	772	641	1
CONTROLLER	SYMBOL	LL56001100	293	1	COUNT-TIME	ORTEC	773-	753	1
CONTROLLER	TRACOR	TN171024	3,797	1	COUNT-TIME	ORTEC	776	1,140	1
CONTROLLER	VRSATC	255-VUV	5,000	1	COUNT-TIME	ORTEC	974	2,940	2
CONTROLLER POWER SUPPLY	PERKIN ELMER	AS90/AS91	0	1	CPU	CDC	170-815	420.52	1
CONVAMPLIT	TENLEC	TC861	625	1	CPU	FBUS	F-286	11,560	2
CONVERTER	BRNICA	BA0372	766	1	CRASHKELLY	MEDPLS	CPR1500	1,460	4
CONVERTER	ONBERRA	8075	1,500	1	CRASHKELLY	MEDPLS	CPR2500	550	1
CONVERTER	EAZY	LE2110A	1,500	1	CRIMP TOOL	GSSI	570	200	1
CONVERTER	GSSI	38	2,850	1	CRUSHER	DENVER	1-	1,696	1
CONVERTER	NUCLID	MDAC1	2,586	1	CRUSHER	DENVER	2-	1,257	1
CONVERTER	RAYCOM	3140	3,825	5	CRUSHER	DENVER	NMN	1,810	1
CONVERTER/CHARGER	HNU	100013A	1,580	4	CRUSHER	MORSE	JC305	1,407	1
CONVERTER/CHARGER	HNU SYSTEMS	100013A	790	2	CTR SCALING	LUOLUM	2200	1,195	1
CONVERTER/DUPLEX	MILAN TECH	MIL-150A	1,958	6	CTRL MODUL	CMPBEL	CR10	1,762	1
COOLER	BFEGJ	NMN	272	1	CUMP CART		45-0184-054	243	1
COOLER	FLUBER	NMN	272	1	CURVE TRACER	TEKTRONX	575	1,457	1
COOLINGSYS	PERKIN	B0145034	1,625	1	CUT OFF MACHINE	MILWAU	5170	342	1
COOLSCAN(EXTERNAL FOR PC)	NIKON	LS-10E	1,895	1	CUTTER	FLETCHER	16663-3000	2,298	1
COPIER	MNOLTA	2120	1,295	1	CUTTER	HUSKIE	WMC750	675	1
COPIER	TOSHIBA	BD8412	7,272	1	CYCLE 4WHL	HONDA	TRX250	2,093	1
COPIER	XEROX	1035	3,395	1	D S MODULE	CMPBEL	SM192	817	2
COPIER	XEROX	5100	88,500	1	DATA COLLECTION DEVICE	GRID SYSTEMS	2350 PALMPAD	3,000	1
CORDLESS DRILL	PANASONIC	EY6205	300	1	DATA COLLECTOR	PERCON	40-000-00	579	1
CORDLESS DRILL W/CHGR	PANASONIC	EY6100	417	2	DATACTRL	DIONEX	AI-450	13,950	1
CORE SPLIT	LONGYR	18774	2,000	2	DATA CONVTR	CDC	18001-1	3,822	1
CORRECTOR	CALINS	LC1201B	1,792	1	DATALOGGER	EVREST	3056DL	1,250	1
COULOMETER	COLMET	5010	6,600	1	DATALOGGER	METRO	714	4,335	2
COUNT BETA	EBERLINE	BC-4	2,250	1	DATALOGGER	METRO	DL-714	5,385	3
COUNT FREQ	TEKTRONX	DC-508	1,300	1	DATALOGGER	OMNI	516C64A	2,773	1
COUNTER	BECKMAN	LS6000TA	33,278	1	DATAQC SYS	CMT	MC-II	1,305	1
COUNTER	EBERLINE	BC-4	4,230	2	DATATABLET	SUMMA	MM1201	562	1
COUNTER	EBERLINE	E112	215	1	DATCOMTEST	TEKTRONX	832	1,942	1
					DD SYSTEM	JVR	ST41200NV	1,980	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
DISK DRIVE	DIGITAL EOP	SZ12	4,866	1
DISK DRIVE	DIGITALBASIC	757240	1,825	1
DISK DRIVE	DIGITL	DB310BL	7,065	1
DISK DRIVE	HEWLETT PACK	C2550T	2,135	1
DISK DRIVE	HP	9122D	1,390	1
DISK DRIVE	IBM	9335-B01	28,530	2
DISK DRIVE	IBM	9337	331.36	2
DISK DRIVE	MICROD	LASERBANK500	3,778	1
DISK DRIVE	PERKIN	7500	4,230	1
DISK DRIVE	PINCLE	REO-650	3,535	1
DISK DRIVE	POWERUSER	OEMMWPROQ17	359	1
DISK DRIVE	SEAGAT	ST15200N	1,690	1
DISK DRIVE	SEAGAT	ST41200NV	2,184	1
DISK DRIVE	SEGATE	ST41200MV	1,730	1
DISK DRIVE	SEGATE	ST41200N	3,385	2
DISK DRIVE	SEGATE	ST41200NV	2,225	1
DISK DRIVE	ZENITH	ZAS-180-54	275	1
DISK DRIVE	ZENITH	ZAS-180-54	251	1
DISK DRIVE/SUBSYSTEM EXERC	JMR ELECTRONIC	PICT-001	1,040	1
DISK EXERC	PROTO	EX2000	299	1
DISK PACK	CDC	883-53	900	1
DISK PACK	CDC	883-60	900	1
DISK PACK	MEMORX		3,600	4
DISK PACK	MEMORX	4015-1-	1,896	4
DISK PACK	MEMORX	MARK 12C	2,844	6
DISK STORAGE UNIT	CDC	BZ703E	62,370	1
DISK STORAGE	CDC	885	40,620	1
DISK STORAGE	CDC	885-12	54,335	1
DISK STORAGE UNIT	CDC	BZ703E	62,370	1
DISK STORG	CDC	75210029	101,356	4
DISK STORG	CDC	844-41	133,850	4
DISK SUBSY	DIGITAL EOP	5000/200	2,381	1
DISK SUBSY	TRIMM	DA15-150	2,928	1
DISKCONTRL	CDC	7155-1	49,191	1
DISKCONTRL	CDC	FA211A04	39,390	1
DISKEQUIPT	IBM	9370	10,112	1
DISPENSER	BRNOWN	50-10-040-5	364	1
DISPLAY		EV308	0	1
DISPLAY	CMARON	C-MARK-II	895	1
DISPLAY BOARD	GLOBAL	L8521	385	1
DISPLAY KEYBOARD	CAMPBL	CR10KD	245	1
DISTIL SYS	MILPOR	NMN	921	1
DOC FEEDER	HEWLETT PACK	HP-548	374	1
DOLLY	GRANGR	4W485	215	1
DOLLY	WESCO	4W471	276	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
DOS CHARGR	DOSMTR	909	1,942	1
DOS NOISE	QUEST	M-7B	1,270	2
DOSMETER	XETEX	44A-21-IMP	350	1
DOSMETER	JOHNSN	2300W	2,499	1
DOSIMETER	ALPNUC	55C*	10,941	3
DOSIMETER	DOSMTR	1888A	2,250	6
DOSIMETER	XETEX	415A1	690	3
DOSIMETER	XETEX	444A-21-IMP	1,400	4
DOSIMETER	XETEX	444A-21-IMP	350	1
DOSIMETER/CALIBRATION KIT	QUEST	Q-40010NM	4,830	2
DOSIMETER/CALIBRATION KIT	QUEST TECH	Q-40010NM	4,830	2
DOSIMETER/CALIBRATION KIT	QUEST TECH	Q40010NM	2,415	1
DRAFT ARM	K&E	MARK II	300	1
DRAFT ARM	VEMCO	V-TRACK	300	1
DRAFTING TABLE		101WN	200	1
DRAIN CLEAN	RIGID	K-37	353	1
DRILL	BLCK & DECKR	1321	224	1
DRILL	MILWAU	5398/CATAL CG	213	1
DRILL	MILWAUKEE	0399-1	209	1
DRILL	MILWAUKEE	HI-TORQU	209	1
DRILL	SKIL	6740	270	1
DRILL VSR	MILWAU	0219-1	206	1
DRILLPRESS	BOICE	NMN	850	1
DRILLPRESS	CLAUSI	2276	1,808	1
DRILLPRESS	ORBIT	OR-1412	850	1
DRILLPRESS	ROCKWL	15-081	850	1
DRILLPRESS	ROCKWL	EF1-1	850	1
DRILLSHARP	USLE	91000	389	1
DRIVE	DIGITAL EOP	RRD40-FA	1,475	1
DRIVE PWR	RIGID	700-	418	1
DRIVE SYSTEM DUAL	JMR	MIDTOWER	340	1
DRIVECDROM	DIGITAL EOP	RRD40-FA	1,473	1
DRUM CONTAINMENT VESSEL	INDSAF	03148	368	1
DRUM CONTAINMENT VESSEL	INDUST SAFE	03148	368	1
DRUM GRAB	WESCO	ADJ-53	352	1
DRUM TRAY FILTER/STRAINER	IND.FILTERS		276	1
DRUM TRUCK		QC-16261	502	1
DRUM TRUCK	VALLEY CRAFT	F8-2425-AO	339	1
DRYER	LABCON	75050	3,150	1
DRYER	WORLD	NT126-004A	726	2
DRYER/PRINT	BESLER	PCJET	550	1
DRYER/EXTR	BOCK	NMN	472	1
DRYER/EXTR	HUEBSH	NMN	472	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
DSPLY KYBD	CAMPBL	CR10KD	245	1	ETH BRIDGE	DIGITL	DECBRIDG90F	2,500	1
DTATGASYS	STNRED	STA780	59,180	1	ETHERNET ADAPTER	XROOM	EE102BU	397	1
DUAL EMERGENCY LIGHT	GRANGER	7V003	202	1	ETHERSWITCH	KALAPANA	EPS500	2,005	1
DUAL-COUNT	CANBERAA	1776	1,446	1	EVAC SYSTEM	AEROVC	951-5091	2,000	1
DUAL-COUNT	CANBERRA	1776	16,204	12	EVALU TAPE	GRAHAM	550000-2	15,070	1
DUAL-COUNT	ORTEC	778	1,012	1	EVAPORATION SYSTEM	FRINKMANN	R-114	2,778	1
DUALSCALER	LUDLUM	2929	2,420	1	EVAPORATOR	MULTIV	11350-N	2,220	1
DUMP CART		45-0184-054	243	1	EVAPORATOR	ZYMARK	ZW640-3	4,900	1
DUPLICATOR	MNOLTA	DPF105	4,445	1	EVAPORATOR	ZYMARK	ZW8000-2	4,900	1
E BRIDGE		NMN	3,953	2	EX BLOWER	DURIFN	2600CFM	1,035	1
EARTH TESTER	BIDDLE	SN:51110 250241	1,825	1	EXERCISER	FFOTO	EX2000	349	1
ECG MACHIN	SIEMEN	E350	3,222	1	EXHAUST FAN	GLOBAL	ST2000	2,595	1
EDGER	BRIGGS	80202	206	1	EXHAUST FAN	NYBLOW	U8916100	9,200	2
EDGER	SNAPPER	ETC302K	420	1	EXHAUST FAN	NYBLOW	U8916110	9,200	2
ELEC CNTRL	UNIVER	DC505A	1,500	1	EXHAUST	SUPVAC	P164SE	728	2
ELECT DISP	PLANAR	EL8358M	2,295	1	EXPNSNCHAS	ZENITH	ZA3040EB	379	1
ELECT DISP	PLANAR	EL8358M	2,295	1	EXPOSROONT	GAM	GAMI	1,637	1
ELECTRIC CART	E-Z GO	X 1875	6,226	1	EXPOSURE METER	SEKONC	L-256D	200	1
ELECTRIC CART	E-Z-GO	X1500	4,409	1	EXTERNAL BUSS	ZENITH	ZAS0304EB	295	1
ELECTRIC CART	E-Z-GO	XI-500	4,409	1	EXTRACTOR	SFC	SFE/50	28,153	1
ELECTRIC HAMMER	MILWAUKEE	5300	342	1	EXTSN TUBE	BRNICA	BA3022(G-36)	477	1
ELECTRIC RPSU	RAD ELEC	E-RPSU	1,000	1	EYE WASH	FNDALL	MA-2122S	285	1
ELECTRIC STAPLER		SWI69270	269	1	FACSIMILE	SHARP	FO-420	1,471	1
ELECTRODE	EG&G	303+	2,683	1	FACSIMILE	XEROX	7017	2,126	1
ELECTROMAGNET	NUCLID	NMN	758	1	FALLARREST	BARROW	8091T4	1,560	2
ELECTROMTR	KEITH	610A	1,485	1	FANOUT	ORTEC	918DPF	765	3
ELECTROMTR	NUCLID	EAH 300	4,096	3	FASTCOINCI	ORTEC	414A	572	1
ELECTROMTR	TSI	3068	10,680	1	FASTEN GUN	HILTI	DX451	379	1
EVANOMETER	SCNTRFX	835011	4,582	1	FAX	CANON	L770	2,700	1
EVANOMETER	TSA	RE350	23,408	7	FAX	RICOH	R2110M	4,300	1
EVANOMETER	TSA	RE350	3,344	1	FAX MACH	CANON	L770	2,600	1
ENCLOSURE	CANBER	CE182	15,417	1	FAX MACH	CANON	L770 AZ-	2,467	1
ENCLOSURE	GLOBAL	NMN	399	1	FAX MACHINE	CANON	L775	2,085	1
ENGRAV SYS	HERMES	V-3000	6,086	1	FAX MACHINE	SHARP	FO-420	1,471	1
ENGRAVER	HERMES	CG4	595	1	FAX MACHINE	SHARP	FO-750	3,645	1
ENGRAVER	HERMES	ITF	595	1	FAX MACHINE	XEROX	7042	2,110	1
ENGRAVING TABLE	HERMES	2300240	0	1	FAX MACHINE	XEROX CORP	7042	2,110	1
ENLARGER	BERKEY	D2-	1,324	1	FIBEROPTIC	FOTEC	M200	876	1
ENLARGER	BESLER	45MXD	1,506	1	FICHE READ	B&H	COMMUTER	297	1
ENLARGER	BESLER	67S	390	1	FICHE READ	WSI	INFORMANT-1	233	1
ENVIRONMENT CONTROL SYS	DATA AIRE	DATA TEMP	0	1	FILESERVER	INTEL	NMN	466	1
ENVIRON SYS	STANDA	STD/14	6,700	1	FILESERVER	ZENITH	KSL-8071-SW	4,020	1
ENVRADMON	FEUTER	RSS-111	10,325	1	FILESYSTEM	WESTER	NMN	10,090	1
ENVRADMON	FEUTER	RSS111110	8,720	1	FILM BACK	BRNICA	BA0460	422	1
EQUIPMENT RACK	CBLTRN	NMN	1,000	1	FILM BACK	BRNICA	BA460	422	1
ERPSU	GPO	NMN	5,892	1	FILM BACK	BRNICA	GS120	884	3

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
FILM DRYER	KNDER	KN4320	626	1	FLUXER	CLAISS	ES	22,550	1
FILM PROCESSOR	FUJI	AP5	10,850	1	FLY TRAP	PFISM	P 519	365	1
FILM DISPEN	ICONIC	FD54	3,036	1	FORK LIFT (STANDING)	CROWN	20MT-S	4,740	1
FILM REC'DR	LSIGFP	LFR	9,950	1	FORKLIFT	CATPIL	TC30	13,527	1
FILTER HOLDER MODULE	NFS/RPS	BF13	1,675	1	FORKLIFT	CLARK	GPX40GAS	28,336	1
FILTER SYS	ENFELD		1,200	1	FORKLIFT	HYSTER	H-20E	7,308	1
FILTERED MACHINE	HEPA-AIRE	H2000C	1,950	1	FORKLIFT	HYSTER	ZA80	5,731	1
FILTER UNIT	IONEX	5500	6,500	2	FORVAC SYS (VACUUM PUMP)	WELCH	1400-	1,540	1
FIREPROOF FILE CABINET	FIREKING	4-21-C	1,129	1	FOUNTAIN	ELKAY	EBFSA-BG-1	460	1
FIREPROOF FILE CABINET	FIREKING	NMN	847	1	FREQUENCY CONVERTER	HEWLETT PACK	89430A	21,620	1
FIREPROOF FILE	FIREKING	NMN	847	1	FREEZER	BAXTER	SLF519A0B	575	1
FIT TESTER	TSI	8020	5,000	1	FREEZER	GESON	FH-10M50Y	319	1
FLAM CABNT	FISHER	97-5050	1,399	1	FREEZER	MARVEL	61AF	750	1
FLAM CABNT	JUSTRT	25450	414	1	FRYER	WELLS	F85	986	1
FLAM CABNT	LABSFT	D1369Y	415	1	FUME HOOD		5-1 0116-2E	2,151	1
FLAM CABNT	LABSFT	D1396Y	2,490	6	FUME HOOD	FISHER	NMN	6,830	1
FLAM CABNT	LABSFT	D1397Y	712	2	FUME HOOD	KEWAUN	5-0116-2N	1,934	1
FLAMMABLE LIQUID CABINET	LAB SAFETY	QC-1199W	320	1	FUME HOOD	KEWAUN	H3908MSX	76,344	4
FLANG TOOL	RAININ	CI900330	230	1	FUME HOOD	KEWAUN	NMN	92,657	6
FLASH HEAD	NOVTRN	600	895	1	FUME HOOD	LABCON	22551S9013	2,518	1
FLASH UNIT	NIKON	SB-25	335	1	FUME HOOD	NONE	NMN	7,470	1
FLASH UNIT	SUNPAC	622	285	1	FUMEHOOD	KEWAUN	5011602N	4,657	1
FILM CHART EASEL	QUARLET	200E	265	1	FUMEHOOD	KEWAUN	501262NWE	5,788	1
FLOPPY DRIVE	ZENITH	ZA180-54	231	1	FUNCTION GENERATOR	STANFORD RES	DS/345-1	2,195	1
FLOPPYDRIVE	DAYNAF	DF2	439	1	FURNACE	FISHER	495	2,915	1
FLOPPYDRIVE	POQUET	PQ0164	1,100	2	FURNACE	LINBER	51848	842	1
FLOPPYDRIVE	ZENITH	ZA180-54	462	2	FURNACE	LINBER	51894	2,498	2
FLOPPYDRIVE	ZENITH	ZA480-54	251	1	FURNACE	LINBER	54032	842	1
FLOW KIT	GILIAN	D-8002721	725	1	FURNACE	THERMO	F-B1315M	387	1
FLOWITE CHARGER	MSA	BLUE 10	468	1	FURNACE (FOR ELAN PERKIN ELMER 5000)		AS-60	7,356	1
FLOWITE CHARGER	MSA	FLOWITE	468	1	FURNACEMUF	THERMO	F-B1315M	540	2
FLOWMETER		220-1170	495	1	G PUMP	DIONEX	4000	11,048	1
FLOWMETER	AOSPC	42L-5-3A(SP)	1,600	2	GALLERY		235	0	1
FLOWMETER	CMEINC	4025.01AD	1,150	1	GAMMA DETECTOR	EV PRODUCTS	EV25103	1,285	1
FLOWMETER	CMEINC	4151000AD	1,100	1	GAMMA DETECTOR	PGT	IGW1123	18,010	1
FLOWMETER	CMEINC	C1030LA	2,480	4	GAMMA DETECTOR	TENLEC	CPVDS30	12,312	1
FLOWMETER	F&J	C8102	1,050	2	GAMMA TOOL	MT SOPRIS	KLP-2780	5,500	1
FLOWMETER	ISCO	2300	2,072	1	GAMMACOCAV	TRACOR	N5-308	490	1
FLOWMETER	MAST	8231	570	1	GAMMASENSER	SNITREX	832014	21,516	1
FLOWMETER	MT SOPRIS	FLP-2280	3,800	1	GAS ALARM	GASTEC	GX-86	18,096	8
FLOWMETER	TELDYN	NALL-IKP	10,000	2	GAS ALARM	MSA	360	1,517	1
FLOWMETER	TN TEC	9700SD	3,295	1	GAS CART	TAYLOR	B 6-10	6,503	1
FLOWMETER	UNIMET	520	459	1	GAS DETECT	DRAGER	31	510	2
FLUINCSYST	BREGGJ	III	3,145	1	GAS DETECT	GOWMAC	21-150	760	1
FLUOROMETER	MILLIPORE	4-474	37,338	1	GAS DETECT	PYLON	TEL	2,711	1

**Appendix B Government Furnished Equipment
Facility Operations and Support**

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
GAS DETECT	TRACE	RGD2	5,840	1	GERMANIUM DETECTOR SYSTEM	CANBER	GC-3021	12,450	1
GAS MONTR	EBERLINE	RGM-3	15,412	3	GLIBRATOR	GLIAN	X300275	1,795	1
GASCALBRTR	BFEQJ	NMN	11,239	1	GLOBAL SYS	TRIMBL	TDC-1	64,082	1
GASCHROMAT	SNSOYN	FID-PLUS GC	5,800	1	GOLD	PERKINELMER	5019-1090	2,358	1
GASCHROMAT	SNSOYN	FID-PLUS GC	5,800	1	AMALGAMATION GONOMETER	RIGAKU	217305	13,375	1
GASOXYGEN ALARM	MSA	260*	3,070	2	GRAD SYSTEM	NANOPR	D4741	2,250	1
GASOXYGEN ALARM	MSA	360	10,619	7	GRADIOMETER	URTEC NST	FM18	11,985	1
GATEOPENR	STANLY	550-211-RH	2,428	1	GRANITELOK	BFEQJ	CALPTDMS	19,963	1
GAUGE	NONE	4005K999	290	1	GRAVITY CONVECTION OVEN	KEM-X	GG1340C	1,751	1
GAUGE	PETROS	7078148CUH FL	988	1	GRINDER	DENVER	NMN	1,255	1
GAUGE/PRESS	HESE	CM-36572	2,158	2	GRMN DETEC	RGT	IGC4321	29,900	1
GAUSSMETER	BELL	610	700	1	GUN CABINT	BROWNG	FFOSTEE	739	1
GC SYSTEM		3600	19,110	1	GURNEY	STRYKR	926-30	575	1
GEN SYNTH	HEWLETT PACK	HP-3325A	3,102	2	HA MONITOR	QUEST	55-900	463	1
GEN X-RAY	RIGAKU	4056V1	30,625	1	HALIDE SYS	DORMAN	DX-208	14,018	1
GENERATOR		D13000	15,864	1	HAMMER DRILL	MAGNUM	5371-1	226	1
GENERATOR	ATI	TDA-4A	1,040	1	HAMMERPROBE	BOSCH	11305	3,600	1
GENERATOR	BERNUC	GL3	1,460	1	HAND DRYER	WORLD	NT125004A	611	2
GENERATOR	BERNUC	FP1	985	1	HAND DRYER	WORLD DRYER	NT126	643	2
GENERATOR	BNC	BH-1	1,810	3	HAND SCAN	SABA	HS-2000	649	1
GENERATOR	BNC	CT-2	529	1	HAND TRUCK		4W470	229	1
GENERATOR	GENEST	C-1	1,895	1	HAND TRUCK	GRANGR	4W471	342	1
GENERATOR	GENRAC	5972-0	826	1	HAND TRUCK	VALLEY	1047	698	1
GENERATOR	HEWLETT PACK	8015A	3,242	1	HAND TRUCK	WESCO	4W470	237	1
GENERATOR	HEWLETT PACK	HP-3312A	891	1	HAND & FOOT MONITOR	LUDLUM	49	3,895	1
GENERATOR	HONDA	E1500	2,096	2	HARD DISK	OVERBY	900-05-0001	543	1
GENERATOR	HONDA	EB5000X	1,463	1	HARD DISK	PLUS	PLUSPASSPORT	1,058	2
GENERATOR	HONDA	EB5000X	1,463	1	HARD DRIVE	CENON	DRD-253	1,499	2
GENERATOR	HONDA	EB5000XA	1,528	1	HARD DRIVE	PERIPHERAL	88/RW44	400	1
GENERATOR	KATU	GE213	1,920	1	HARD DRIVE ENCLOSURE	DIGITALBASIC	BA353-AE	1,936	1
GENERATOR	KATO	KAMAG 14	14,272	1	HAZ MAT KIT	SNSOYN	800	1,360	1
GENERATOR	KATO	NMN	11,545	1	HAZ MAT KT	SNSOYN	800	2,398	2
GENERATOR	ONAN	JC18R14758 AA	5,408	1	HEADSET	HELLO DIRECT	1441	299	1
GENERATOR	ONAN	K3200	827	1	HEAT EXCHR	NESLAB	CFT-33	1,695	1
GENERATOR	ONAN	K3500	2,475	3	HEAT MONTOR	VISTA	858	1,395	1
GENERATOR	PERMEA	CPA-1	4,900	1	HEAT STRESS MONITOR	QUEST	QUESTTEMP1	730	2
GENERATOR	TEKTRONX	FG502	2,496	4	HEAT STRESS MONITOR	QUEST TEMP	QUEST 1	365	1
GENERATOR	TEKTRONX	FG504	1,496	1	HEAT STRESS MONITOR	QUEST TEMP	QUEST 1	365	1
GENERATOR	WAVTEK	116	841	1	HEAT STRESS MONITOR	QUEST TEMP	QUEST 1	365	1
GENGAT&DEL	CANBERRA	1455A	320	1	HEATER	PFECN	61560	339	1
GENGAT&DEL	ORTEC	416A	345	1	HEATER	TEKMAR	14-3531-000	615	3
GENTIMMARK	TEKTRONX	184	700	1	HEATER	TEKMAR	14-3531-100	410	2
GERMANDECT	CANBER	GC-3021	12,450	1	HEATER	TEKMAR	44-3531-100	205	1
GERMANIUM DECTCTOR	CANBERRA	GXS	48,900	1	HEATERASY	ELCTML	EME60500CE	1,272	1
GERMANIUM DETECTOR	CANBERRA	GX8024 EXTRA	48,900	1	HEATMANTLE	ACE	NMN	1,338	1

Appendix B Government Furnished Equipment
Facility Operations and Support

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HEATMANTLE	ELECTH	EM6	1,350	1	ILLUMINATR	EBLIT	170D	225	1
HEATMANTLE	GLAS	SOX-125	550	1	ILLUMINATR	LUXO	FL-1	225	1
HEATMANTLE	PERKIN	B0102953	1,510	1	ILLUMINATR	LUXO	LFM-1A	225	1
HEATR ASSY	EXTREL	ALS2016	5,300	1	ILLUMINATR	OLYMPS	TE-II	225	1
HEATR ASSY	TEQMAR	143310000	3,675	1	ILMARADON METER	ILMAST	07	3,643	1
HELLOSET	HELLOD	1341-1	369	1	ILMARADON METER	ILMAST	07	3,643	1
HEP VACUUM	PULMAN	102A5B12	1,130	2	IMPEDBRIDG	GR	1508-A	1,561	1
HEPADEVICE	MICTRP	MICTRAP	2,598	2	INCUBATOR	HACH	3550	2,030	1
HI-POTTER	HIPO	HOB12	950	1	INCUBATOR	HOTPAK	305502	43,295	7
HNY SYSTEM	HNU SYSTEM	IS-101	4,995	1	INCUBATOR	HOTPAL	305502	6,185	1
HOIST		EC106	1,450	1	INFAUWPEYE	HUGHES	549	7,295	1
HOIST	COFFIN	MT05035	1,249	1	INFRARED HEATER	FISHER	11-504-5	290	1
HOIST	DAYTON	2Z668A	496	1	INPUT MODULE	TRACOR	TN171048	2,250	2
HOIST	DAYTON	4Z358	738	2	INTEGRATED AMP	ONKYO	A-803	340	1
HOIST	DAYTON	4Z811	417	1	INTEGRATING RATOMETER	NUCLID	IR-3A01	4,570	1
HOLE-HAWG	MILWAU	1675-1	299	1	INTEGRATOR	HEWLETT PACK	3396B	2,495	1
HORNTAPPED	HEAT	XL2020	3,672	1	INTEGRATOR	HEWLETT PACK	HP-3392A	2,695	1
HOT PLATE	BNSTED	RE-2240	503	1	INTERCOM	TALKPH	K-CRP-5920	570	1
HOT PLATE	BRNSTD	HP-47180	210	1	INTERCOM	TALKPH	KCRP5920	493	1
HOT PLATE	BRNSTD	RC2230	2,599	5	INTERFACE		CLNE	0	1
HOT PLATE	BRNSTD	SPA1025B	792	3	INTERFACE	ALPNUC	540*	2,550	3
HOT PLATE	BRNSTD	SPA1025H	264	1	INTERFACE	CALCOM	980-49MB	9,945	1
HOT PLATE	CORNING	PC-320	444	2	INTERFACE	CAMPBL	A0235	2,164	2
HOT PLATE	CRNING	PC320	1,056	4	INTERFACE	CAMPBL	A235	1,080	1
HOT PLATE	FISHER	11-501-4SH	205	1	INTERFACE	DIGITL	VINIPLUS	399	1
HOT PLATE	THERMO	2200/2240	650	1	INTERFACE	DIONEX	039678	2,790	1
HOT PLATE	THERMO	HPA2245M	1,040	2	INTERFACE	DIONEX	NMN	2,790	1
HOT PLATE	THERMO	RC2240	1,233	3	INTERFACE	EBERLINE	WLI-1	1,950	1
HOT PLATE	THERMO	RC2440	411	1	INTERFACE	EG&G	918-DBF	705	1
HOT PLATE	THMLYN	RC2230	390	1	INTERFACE	EG&G	PCOBLUN	705	1
HOTSTICK	HASTNG	81-546-U	343	1	INTERFACE	HEWLETT PACK	HP82164A	247	1
HS MONITOR	QUEST	56-900	9,045	9	INTERFACE	HEWLETT PACK	HP82165A	550	2
HS MONITOR	QUEST	56-929	4,677	1	INTERFACE	ORTEC	981DPF	598	1
HUMIDIFIER	NORTEC	NHMC-020	1,861	1	INTERFACE	PYLON	C1-55	775	1
HYGROMETER	GENEST	1200 APS	7,668	2	INTERFACE	TEKTRONX	P 5100	650	2
HYGROMETER	GENEST	800LC	1,050	1	INTERFACE	OMNIDATA	PA-SPIE	456	1
HYGROMETER	TESTO	6400	839	1	ENCLOSURE				
HYGROPROBE	SOLOMT	355RH	341	1	INTRFACMOD	TEQMAR	14-2530	2,019	1
ICE MACHINE	MANITOWOC	BY0425W	1,400	1	INVERTER	STATPR	PROWATT250	205	1
ICE MACHINE	SCOTSM	AC30MAE-1B	2,597	1	INVERTER	TOPAZ	5312-26	1,935	1
ICP MASS SPECTROMETER	PERKIN ELMER	5000	145,340	1	ION ANALYZER	ORION	407A/F	582	1
ICP-OES SYSTEM	PERKIN ELMER	OPTIMA 3000	101,705	1	ION ANALYZER	YLW SPRINGS	407A/F	582	1
ILLUMINATR	AM OPT	365	225	1	ION ANALYZR	ORION	399AF	480	1
ILLUMINATR	B&L	31-35-28	225	1	ION ANALYZR	ORION	407A/F	2,851	5
ILLUMINATR	B&L	31-35-30	900	4	ION CHAMBER	EBERLINE	RO-2	1,788	2
ILLUMINATR	B&L	31-35-39	450	2	ION CHAMBER	LUDLUM	9	1,560	2
ILLUMINATR	B&L	31-35-39	450	2	ION CHAMBR	EBERLINE	RO-2	1,781	2

Appendix B Government Furnished Equipment
Facility Operations and Support

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ION CHAMBR	BERLINE	RO-20	4,950	3	LASER PRINTER - III	HEWLETT PACK	32449A	1,535	1
ION CHAMBR	ORDELA	8210A	20,700	1	LASER PRINTER - III	HEWLETT PACK	33449A	2,734	7
ION DETECTOR	HNU SYSTEMS	ISPI101	4,995	1	LASER PRINTER - III	HEWLETT PACK	33449A	4,422	3
ION DETECTOR	HNU SYS	ISPI101	14,985	3	LASER PRINTER - III	HEWLETT PACK	3349A	1,489	1
ION GAUGE CONTROLLER	NUCLID	1C-11	2,551	1	LASER PRINTER - III	HEWLETT PACK	C20001A	2,584	2
IONCHROMAT	DIONEX	16	24,610	1	LASER PRINTER - III	HEWLETT PACK	C2001A	3,151	5
IRADIATOR	HARSHAW	2000DI	5,000	1	LASER PRINTER - III	HEWLETT PACK	C2001A	3,986	3
ISOLATION TRANSFORMER	SENCOFE	PR57	425	1	LASER PRINTER - III	HEWLETT PACK	C2010A	2,847	1
JACKHAMMER	INGRID	PBAL2	918	1	LASER PRINTER - III	HEWLETT PACK	HP32449A	2,978	2
JAR MILL	NORTON	56145030	738	1	LASER PRINTER - III	HEWLETT PACK	HP3349A	1,640	1
JAR MILL	NORTON	773	1,149	3	LASER PRINTER - III	HEWLETT PACK	HP500	3,457	1
JOY STICK	TEKTRONX	4952	535	1	LASER PRINTER - III	HEWLETT PACK	HP-501A	2,847	1
JUKEBOX	HEWLETT PACK	C1100A	4,275	1	LASER PRINTER - III	HEWLETT PACK	HP501A	2,847	1
KEY CUTTER	LCO	026	384	1	LASER PRINTER - III	HEWLETT PACK	HP-508	1,417	1
KEYBOARD WEDGE	SYMBOL	LL390	347	1	LASER PRINTER - III	HEWLETT PACK	HP-508	4,337	3
KEYBOARD/DISPLAY	OMPBEL	CR-10KD	251	1	LASER PRINTER - III	HEWLETT PACK	HP508	2,885	2
KEYBOARD/DISPLAY	OMPBEL	CR10KD	261	1	LASER PRINTER - III	HEWLETT PACK	HP-509A	5,700	5
LABELING SYSTEM	KROY	244SE	289	1	LASER PRINTER - III	HEWLETT PACK	HP*509A	2,584	2
LABELWRITER	COSTAR	60620	900	1	LASER PRINTER - III	HEWLETT PACK	LASERJET III	8,373	6
LABELWRITER	COSTAR	LBLWRTR II-	234	1	LASER PRINTER - III	HEWLETT PACK	LASERJET III	12,308	7
LADDER		PWRF105-G	210	1	LASER PRINTER - III	HEWLETT PACK	LASER III SI	3,465	1
LADDER	BAUER	SERIES 351	498	1	LASER PRINTER - III P	HEWLETT PACK	111P	1,026	1
LADDER	GRANGER	AS2010	232	1	LASER PRINTER - III P	HEWLETT PACK	33449A	4,458	3
LADDER	LOUISV	4W076	421	1	LASER PRINTER - III P	HEWLETT PACK	3349A	1,495	1
LADDER	WERNER	T7208	214	1	LASER PRINTER - III P	HEWLETT PACK	HP3349A	1,590	1
LAMINATOR	NEW MK	NMN	797	1	LASER PRINTER - III P	HEWLETT PACK	HP509A	1,342	1
LAMINATOR	SEAL	25	797	1	LASER PRINTER - III P	HEWLETT PACK	NMN	1,026	1
LAMINATOR MACHINE	NEWMARK	5000	245	1	LASER PRINTER - III P	HEWLETT PACK	33471A	15,224	15
LAN BRIDGE	DIGITAL EOP	DEBET-FH	7,830	1	LASER PRINTER - III P	HEWLETT PACK	33471A-HP II	994	1
LAN CABLE METER	FLUKE	650	1,582	1	LASER PRINTER - III P	HEWLETT PACK	HP33471A	7,646	8
LAPIDARY	BUEHLR	1540	940	1	LASER PRINTER - IV	HEWLETT PACK	C2001A	3,989	3
LAPTOP COMPUTER	EVEREX SYS	DESIGNOTE 2	3,340	1	LASER PRINTER - IV	HEWLETT PACK	LASERJET IV	2,995	1
LASER PRINTER	AM	VT600	24,368	2	LASERJET 4 PRINTER	HEWLETT PACK		0	1
LASER PRINTER	APPLE	M6000	4,619	1	LASERJET 4 PRINTER	HEWLETT PACK	C2011A	21,196	4
LASER PRINTER	APPLE	M6000	22,286	5	LASERJET 4 PRINTER	HEWLETT PACK	C2001A	2,634	2
LASER PRINTER	CATPRO	2865-001	12,500	1	LASERJET 4+ PRINTER	HEWLETT PACK	C2037A	1,415	1
LASER PRINTER	DIGITAL EOP	LN03S-AA	3,395	1	LASERJET IVS PRINTER	HEWLETT PACK	C2010A	2,793	1
LASER PRINTER	HEWLETT PACK	LASERJET III	1,468	1	LASERJET PRINTER	HEWLETT PACK	C2001A	1,317	1
LASER PRINTER	LASERMASTER	UNITY1200XL0	17,000	2	LASERMAGST	LASER	CM121	3,500	1
LASER PRINTER	MTSUBI	CP10U	1,225	1	LATCH DIG	TEKTRONIX	DL502	1,428	1
LASER PRINTER - HP II	HEWLETT PACK	LAS JET III	1,499	1	LATHE	AMTC	10-1340	5,295	1
LASER PRINTER - II	HEWLETT PACK	33471A	805	1	LATHE	SHELDN	ES-56-P	3,519	1
LASER PRINTER - II	HEWLETT PACK	HP3340A	1,680	1	LATHE	SOBEND	CL 117 G	18,572	1
LASER PRINTER - II	HEWLETT PACK	HP33440A	1,575	1	LAWN MOWER	DEERE	A096	895	1
LASER PRINTER - II	HEWLETT PACK	HP33471A	1,953	2	LAWN MOWER	SNAPER	250655	1,259	1
					LAWN MOWER	SNAPER	3311XSS	1,715	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
METER PJR	BRNSTD	D2770	490	1	MICROWAVE LEAKAGE METER	HOLDAY	H11501	500	1
METER RHR	EBERLINE	PRM-7	12,883	4	MICROWAVE SYSTEM	CEM	MDS-810	6,200	1
METER SOL	SOL	5910A	246	1	MICROWAVE METER	LUJLUM	19	835	1
METER SURV	EBERLINE	ESP-2	2,397	2	MILL	K & T	205D12	18,605	1
METER SURV	EBERLINE	FO-3A	635	1	MILL	THOMAS	4	4,100	1
METER SURV	KEITH	36155	1,595	1	MINIPROKIT	NVATRN	440PLUS	722	1
METER TEMP	ORION	520A	725	1	MINIPULSER	EBERLINE	MP-2	2,100	2
METER MOST	COSA	CA-02	4,450	1	MINIRAM AEROSOL MONITOR	MIE	PDM-3	2,230	1
METER VAPOR	AID	590	5,850	1	MINITOWER CABINET	HEWLETT PACK	C3034T	9,894	1
METER VIBRA	VIBRA	350-A	1,134	1	MINIPL LITE	UVP	R-52G	476	1
METER FLUOXY	HOREC	5946-10	239	1	MITER SAW	DEWALT	DW70W12	379	1
METER MAGSUS	GEONS	JH-8	1,141	1	MIX CONSOL		2000	743	1
MICROBUFFER	ACT	MICROBF	241	1	VOXER	FISHER	G560	214	1
MICROBUFFER	ACT	02-50-364	241	1	VOXER	NORTH	NS-459	750	1
MICROBUFFER	ACT	0250364	6,978	26	MIXER/ROUTR	CANBERRA	8222A	7,350	6
MICROBUFFER	ACT	0250364	964	4	MIXER/ROUTR	CANBERRA	3222A	2,450	2
MICROBUFFER	ACT	MICROBUF	2,060	6	MIXT/ROUTR	CANBERRA	3222A	1,145	1
MICROBUFFER	ACT	MICROBUF	386	1	MINTRAERSOL	MIE	PDM-3	4,460	2
MICROBUFFER	ACT	MICROBUF	28,425	79	MOD UPGROE	TKTRNX	XP350	1,512	1
MICROCOMPUTER	TOUCHE	486/33/555 0T	4,568	1	MODEM	CAMPBL	DC112	294	1
MICROFILM PROCESSING UNIT	KODAK	1002807	13,606	1	MODEM	CORCO	2445-FXD	400	1
MICROHARD	ZESS	MHP1	6,451	1	MODEM	DOWTY	DCP3552	3,380	2
MICROLOGER	CSI	CR21	2,800	1	MODEM	GRID	G2442262GL C	2,845	1
MICROMETER	LUJLUM	19	2,610	3	MODEM	HAYES	08-00093	529	1
MICROMETER	MITU	NMN	236	1	MODEM	MCRROOM	71-23	1,875	3
MICROMETER	MITUTO	8469ALL	236	1	MODEM	MCRROOM	7123-0200	3,610	5
MICROMINMTR	ALNOR	530	495	1	MODEM	MCRROOM	AX/9624C	2,637	3
MICROPHONE	ARMACO	MP112	255	1	MODEM	MCRROOM	OX/V-32C	3,300	2
MICROPHONE	EDCOR	PM-5	510	2	MODEM	MCRROOM	GX4232	574	1
MICROPHONE	LAFAT	ML-3	255	1	MODEM	MCRROOM	OX/4232	574	1
MICROPHONE	LAFAYE	99-46427	255	1	MODEM	MCRROOM	OX/4232	2,296	4
MICROPHONE	LAFET	99-46427	1,530	6	MODEM	MCRROOM	OX/4232BIS	1,013	2
MICROPHONE	NADY	351VR	510	2	MODEM	MCRROOM	OX/V.32C	825	1
MICROPHONE	RELSTC	33-1056A	510	2	MODEM	MCRROOM	OX/4232BIS	575	1
MICROPHONE	TELDYN	MC-057	255	1	MODEM	MCRROOM	WX/4232	574	1
MICROPHOTO	ZESS	NMN	24,462	1	MODEM	MCRROOM	OX/4232BIS	2,380	4
MICROSCOPE	B&L	31270142	2,630	2	MODEM	MICROCOM	AX/96243	879	1
MICROSCOPE	B&L	3270424A	1,245	1	MODEM	MICROCOM	DESKPORTE	760	2
MICROSCOPE	MICROO	100X	290	1	MODEM	MICROM	OX/4232BIS	571	1
MICROSCOPE	NIKON	OPTIPHOT	27,912	1	MODEM	PRIFER	PM14400RXPP M	365	1
MICROSCOPE	OLYMP	NMN	838	1	MODEM	TELBIT	T2SA	560	1
MICROSCOPE	ZESS	471690	33,364	3	MODEM	USROBT	2400	5,170	12
MICROSCOPE	ZESS	47-21-89	13,560	1	MODEM	USROBT	2400B	648	2
MICROSCOPE	ZESS	NMN	23,598	1	MODEM	USROBT	9600	735	1
MICROSEAL	MICRSL	VW-16	3,695	1	MODEM	USROBT	9600BPS	1,370	2
MICROWAVE	GE	JE2851	747	3					

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MODEM INTERNAL	HAYES	07-00038	389	1	MONITOR	AAMAZING	CM8428MX	19,316	49
MODEM INTL	HAYES	07-00038	600	1	MONITOR	AAMAZING	CM8428MX	12,267	21
MODEM INTL	HAYES	07-00056	2,427	4	MONITOR	AAMAZING	CM8428MXSV	366	1
MODEM INTL	HAYES	07-00056	510	1	MONITOR	AAMAZING	CM8466TX GA	0	1
MODEM INTL	FDON	R212A	485	1	MONITOR	AAMAZING	CM8486OX	366	1
MODM SMART	HAYES	1002US	450	1	MONITOR	AAMAZING	CM-8486OX	1,831	5
MODULE	CMPBEL	CR-10	2,795	1	MONITOR	AAMAZING	CM8486OX	1,831	5
MODULE	CMPBEL	SM192	352	1	MONITOR	AAMAZING	CM8486OX	1,098	3
MODULE	DORMAN	MC-1	11,645	1	MONITOR	AAMAZING	CM-8486TX	366	1
MODULE	ETHPNT	MS-502	1,125	1	MONITOR	AAMAZING	CM8486TX/1	366	1
MODULE	NET	IM-506-ARCNT	4,500	1	MONITOR	AAMAZING	CM8728MX 4	366	1
MODULE	SMPLEC	CME	4,960	1	MONITOR	AAMAZING	NMN	678	2
MODULE ANC	SMPLEC	CME	14,880	3	MONITOR	ACER	7133D	0	1
MODULESTRG	CAMPBL	SM-192	441	1	MONITOR	ALPNUC	760T	20,600	1
MODULESTR	INNOVE	SIMWSIP	875	1	MONITOR	AMANG	14" SVGA	366	1
MOUMETER	SOLOMT	2013	218	1	MONITOR	AMAZMG	CM8428MX	825	1
MOUMETER	SOLOMT	2019	404	1	MONITOR	AMAZNG	CM8428MX	732	2
MONCHROMTR	RIGAKU	2726E1	5,860	1	MONITOR	AMDEK	710	978	2
MONITCOMM	FR	FWAM 1200S	7,476	1	MONITOR	APPLE	M5814LLVA	0	1
MONITER	AAMAZING	14" SVGA	366	1	MONITOR	APPLE MACINT	M2346LLVA	0	1
MONITOR			0	1	MONITOR	BEST P	3.1KVA	2,901	1
MONITOR		COMDIAL	0	1	MONITOR	CTX	CPS-1760LR	1,454	2
MONITOR		CVP5468NR	325	1	MONITOR	DIGITL	PC7XV-DE	400	1
MONITOR		MXA1F1	1,174	1	MONITOR	EVERWW	EM-1428	260	1
MONITOR		NMN	4,389	3	MONITOR	EVERWW	EM-1428	260	1
MONITOR	AAMAZING	14" SVGA	366	1	MONITOR	GATEWAY 2000	17004AAWW	0	1
MONITOR	AAMAZING	14" SVGA	366	1	MONITOR	GATEWAY 2000	17004AAWW	715	1
MONITOR	AAMAZING	14"	299	1	MONITOR	GATEWAY 2000	CPD-15F13	0	3
MONITOR	AAMAZING	14" SSVGA	366	1	MONITOR	GATEWAY 2000	CPD-15F13	0	5
MONITOR	AAMAZING	14" SVGA	2,728	8	MONITOR	GATEWAY 2000	CPD915F13	0	6
MONITOR	AAMAZING	14" SVGA	9,542	21	MONITOR	GATEWAY 2000	CS1024N12G	1,974	2
MONITOR	AAMAZING	14" VGA	1,017	3	MONITOR	GATEWAY 2000	CS1572CG	0	1
MONITOR	AAMAZING	14" VGA	1,383	4	MONITOR	GATEWAY 2000	CS1572DG	2,659	7
MONITOR	AAMAZING	14"SVGA	705	2	MONITOR	GATEWAY 2000	CS1572DG	399	3
MONITOR	AAMAZING	14"SVGA	299	1	MONITOR	GATEWAY 2000	CS1572DGM	420	1
MONITOR	AAMAZING	14"SVGACOL CR	1,080	3	MONITOR	GATEWAY 2000	CS17762LE G	785	1
MONITOR	AAMAZING	34841	366	1	MONITOR	GATEWAY 2000	CS17762LEG	780	1
MONITOR	AAMAZING	8428MX14	369	1	MONITOR	GATEWAY 2000	CPD-15F13	0	1
MONITOR	AAMAZING	AMA8428MX	366	1	MONITOR	GATEWAY	CS1024N12G	400	2
MONITOR	AAMAZING	AMA8486TX	366	1	MONITOR	GOLDSTAR	1620	738	1
MONITOR	AAMAZING	CM 8486QX	366	1	MONITOR	GOLDSTAR	1620 PLUS	738	1
MONITOR	AAMAZING	CM428MX	366	1	MONITOR	GOLDSTAR	1620VGA	3,453	5
MONITOR	AAMAZING	CM8418MX	4,295	1	MONITOR	GOLDSTAR	1620VGA	1,403	2
MONITOR	AAMAZING	CM8418MX	4,295	1	MONITOR	GOLDSTAR	1620VGA	679	1
MONITOR	AAMAZING	CM8424MX	975	3	MONITOR	GOLDSTAR	MBM-2105A	0	1
MONITOR	AAMAZING	CM-8428MX	366	1	MONITOR	IBM	5154001	1,356	2

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
NAILER	PASLOO	MU-212 F	388	1	NOISE LEVEL	QUEST	MICRO-14	372	1
NAILER	STANLY	N1291	399	1	DOSIMETER	EG&G	32X-P	3,354	1
NAI(D)ETEC		DS5-3-P	1,098	1	NOMAD	ASSOC MEGA	TRVLPRO	2,194	1
NEBULIZER	CETAC	U-5000	14,900	1	COMPUTER	CANBERRA	2058	249	1
NETPORT	GLTRNX	1000	413	1	NSECDELAY	COC	2551	58,921	1
NETPORT	INTEL	PCLA2121	707	2	NTWK PROC	EBERLINE	LRAD1	0	1
NETPORT	INTEL	PCLA2131	422	1	OBJECT MONITOR	TEKTRONIX	051	1,371	1
NETPORT PRINT SERVER	INTEL	EXPRESS XL	0	1	OCS CAMERA	FOFOX	SS	3,286	1
NETPORT PRINT SERVER	INTEL	PCLA2131	1,596	4	OPT PRINTR	WALLEN	5251191705	354	1
NETPORT SERVER	INTEL	601	466	1	OPTIMSCOPE	DIGITAL	RE530-ZC	17,424	1
NETPORT SERVER	INTEL	NMN	480	1	OPTICAL JUKEBOX SYSTEM	NICOLT	510P	20,140	1
NETPORT SERVER	INTEL	PCLA2121	470	1	OPTICAL BEN	TEKTRONIX	C30 ARGUS	885	1
NETPORT SERVER	INTEL	PCLA2122	452	1	OSC CAMERA	HARDIGG	M092510015	1,277	1
NETPORT SERVER	INTEL	PCLA2131	1,748	4	OSCILLOSCOPE CASE	ANYWEL	906C	3,511	1
NETPORT XL PRINT SERVER	INTEL	PCLA2131	904	2	OSCLOGRPH	TEKTRONIX	T201	995	1
NETWORK BRIDGE	DELTRN	NB-29E	2,195	1	OSCSOPE	TEKTRONIX	2232	4,695	1
NETWORK HUB	KALPANA	EPS-2015-RS	12,630	2	OSCOPE	HEWLETT PACK	HP17444	5,199	1
NETWORKCON	DIGITAL EOP	DELNI-AA	3,269	1	OSCOPE	TEKTRONIX	213DMM	1,164	1
NEUTOUNTR	EBERLINE	PNR-4	2,250	2	OSCOPE	TEKTRONIX	335	3,628	2
NEUTRN CSK	REACEX	PG	5,010	1	OSCOPE	TEKTRONIX	453	3,944	2
NEUTRNTOOL	MT SOPRIS	LLP-2676	7,200	1	OSCOPE	TEKTRONIX	465	2,472	1
NEUTRON MONITOR	NEUCRC	NP-2	1,575	1	OSCOPE	TEKTRONIX	7603	23,638	3
NIBBLR MTL	MORN	MN70	553	1	OSCOPE	TEKTRONIX	7633	4,439	1
NIMBIN	BFOGJ	NMN	1,446	2	OSCOPE	TEKTRONIX	7844	6,349	1
NIMBIN	BNC	AP-1/A	723	1	OSCOPE	TEKTRONIX	R7603	1,843	1
NIMBIN	BNC	AP-2H	1,446	2	OSCOPE	TEKTRONIX	SC504	14,549	8
NIMBIN	CANBERRA	1400	1,204	2	OVEN	CONVECTION		1,556	1
NIMBIN	CANBERRA	2000	3,506	5	OVEN	HOTPNT	OVEN	1,272	1
NIMBIN	ORTEC	401A	835	1	OVEN	PRESC	STM135	1,950	1
NIMBIN	ORTEC	401A	2,353	3	OVEN	PRESC	1258	220	1
NIMBIN	ORTEC	401A402A	647	1	OVEN LAB	AMCHEM	STM-80	1,600	1
NIMBIN	ORTEC	401B	3,158	4	OVENCONVEC	PRECSN	STG145	1,400	1
NIMBIN	ORTEC	401B402D	1,944	2	OVENDRYING	DESPAT	V31	10,735	9
NIMBIN	ORTEC	402M	532	1	OVENDRYING	DESPAT	V-31-2	1,071	1
NIMBIN	ORTEC	420H	872	1	OVERHEAD MIXER	LIGHTIN	2653-0002	1,503	1
NIMBIN	TENLEC	3-	508	1	OVERHEAD PROJECTOR	3M	213	438	1
NIMBIN	TENLEC	NMN	260	1	OVERHEAD PROJECTOR	3M	313	376	1
NIMBIN	TENLEC	TB3TC911	729	1	OVERHEAD PROJECTOR	3M	5088-888GC	255	1
NIMBIN	TENLEC	TB3/TC911	925	1	OVERHEAD PROJECTOR	3M	5088-888GC	274	1
NIMBIN	TENLEC	TC911	5,422	8	OVERHEAD PROJECTOR	CHABES	15700DYST	260	1
NIMPWRSUPL	EG&G	M125/N	809	1	OVERHEAD PROJECTOR	APOLLO	AI-1000	238	1
NINPWRSPLY	HEWLETT PACK	55808	1,650	2	OVERHEAD PROJECTOR	YLW SPRINGS	57	560	1
NINPWRSPLY	ORTEC	NS4002A	1,948	2	OXYGEN MTR				
NINPWRSPLY	ORTEC	NS4002D	1,552	1					
NOISE DOSIMETER	QUEST	M-78	635	1					
NOISE DOSIMETER	QUEST	MICRO-14	4,360	5					

Appendix B Government Furnished Equipment
Facility Operations and Support

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P.M STIRS	LELINE	1287-1	1,890	1	PIPECUTTER	RIDGID	206	219	1
PA SYSTEM	EXECUT	305-PA	304	1	PLANER	TRSPWR	LS24A	2,695	1
PAGE SYSTEM	MOTOROLA	T1600BM	5,000	1	PLANMETER	K&E	620015	238	1
PAGER	GE	P8A15	237	1	PLANMETER	TAMAYA	PLANIX 8	750	1
PAGER	GE	P8LBW6KA	4,046	17	PLATE COMPACTER	MIKASA	MVC62	1,241	1
PAGER	GE	PSA15	520	2	PLATFORM	BFEOGJ	PLATFORM	526	1
PAGER	GE	SR52VT	529	2	PLOTCONKIT	WIRANL	WA3000R	205	1
PAGER	NEC	3P3-3A	3,156	14	PLOTTER	CALCOM	1077	21,990	1
PAGER	SHINWA	SR52VT	3,095	12	PLOTTER	EG&G	RE0082	2,662	1
PAGING ENCODER	ZETRON	M640 DAOT	6,600	1	PLOTTER	GOULD	6320	1,498	1
PAINT STRIPER	EZLINR	233-S	990	1	PLOTTER	GULTON	ST-200HZP	5,190	2
PAINTSHAKR	HINSON	3100	236	1	PLOTTER	HEWLETT PACK	7475A	1,251	1
PAINTSPRAY	KRAFT	1065P33A	603	1	PLOTTER	HEWLETT PACK	7570A	3,036	1
PALLET TRUCK	BT	L-2000 U	625	1	PLOTTER	HEWLETT PACK	7595A	15,514	2
PANEL	SCOTT	IR501B4PM	3,728	6	PLOTTER	HEWLETT PACK	7595B	5,590	1
PAPER CUTR	CHALLE	MB-305	4,412	1	PLOTTER	HEWLETT PACK	7595C	5,450	1
PAPER CUTR	UNICOL	380	4,412	1	PLOTTER	HEWLETT PACK	7596A	7,990	1
PAPER DRL	CHALLE	CENTURY	1,026	1	PLOTTER	HEWLETT PACK	C2859Y ABA	7,787	1
PAPER SHREDDER	IDEAL	2000	598	2	PLOTTER	HEWLETT PACK	HP-7475A	1,264	1
PAPER SHREDDER	MICHAEL	2000	279	1	PLOTTER	HEWLETT PACK	HP-GL12	7,995	1
PAPER TRAY	HEWLETT PACK	HP-781B	225	1	PLOTTER	HEWLETT PACK	JET 600	6,198	1
PAPERLET	ASCO	HCF-7151	510	1	PLOTTER	HOUSTN	DMP-40-2	890	1
PARTICLE SIZING SYSTEM	TSI	3020	21,950	1	PLOTTER	ROLAND	DPX-2000	50,199	14
PASSIVE RADON MONITOR	EDA	ROD-310	575	1	PLOTTER	ROLAND	DPX-2500	3,396	1
PASVRADMON	EDA	ROD-310	4,025	7	PLOTTER	TEKTRONX	4662	4,505	1
PATROLSCAN TOUCH-PROBE	FACILITIES C	PSP-15	1,638	1	PLOTTER	VRSTAC	C2700	7,160	1
PEAK SEARCH	TRACOR	TN171015	1,437	2	POINTCOUNT	JSWFT	NMN	1,095	1
PEAK SEARCH MODULE	TRACOR	TN171015	8,720	6	POLARANSYS	EG&G	384-4	13,289	1
PEAKSFOHMD	TRACOR	TN171015	750	1	POLYCODER	OMNIDATA	OCF00H07	3,835	1
PERISTALIC PUMP	FENDLP	610-100	550	1	PORT PUMP	MSA	479680	24,139	57
PERSONAL AEROSOL MONITOR	MIE	MINIRAM	5,800	2	PORT PUMP	MSA	FLOWLITE	1,712	4
PH METER	CORNING	220	2,014	4	PORT PUMP	MSA	G	5,366	16
PH METER	CORNING	610A	647	1	PORT PUMP	MSA	S	1,740	3
PH METER	ORION	399AL	884	2	PORTABLE DOWNFLOW ROOM	CUSTOM FLTR	PDF-40	4,421	1
PH METER	ORION	520A	2,478	3	PORTABLE LIGHT	WOBBLE	PORTABLE	1,459	4
PH METER	ORION	52A	682	1	PORTABLE OSCILLOSCOPE	LECROY	9354AM	15,665	1
PH METER	ORION	SA250	442	1	PORTABLE OXYGEN	HUDSON	2050	555	1
PH METER SET	CORNING	CHECKMATE 90	428	1	PORTABLE PUMP	MSA	479680	13,074	29
PHONEMAIL SYSTEM	ROLM		0	1	PORTABLE PUMP	MSA	FLOWLITE	803	2
PHOTODISCR	MEDCTR	511	453	1	PORTABLE SCALER	LU DLUM	2000-	6,225	7
PHOTOMTBE	HIMATSU	R2486-06	5,243	1	PORTACRANE		5311E1	1,155	1
PHOTOMETER	ATI	TDA-2EN	4,745	1	PORTSCALER	LU DLUM	2000-	20,448	15
PHOTOMULTI	SAI	NMN	10,000	2	PORTSCALER	LU DLUM	2200-12	5,000	2
PLEUPGATE	EG&G	GP100-N	572	1	POSTRFPNTR	VARTRN	3408-00	2,027	1
PIPE MACH	RIDGID	801A	3,091	1	POWER CONDITIONER	ONEAC	CS2348	2,417	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PRINTER CP	EPSON	FX-850	1,187	3	PROBEALPHA	EBERLINE	AC-3-7	518	1
PRINTER CP	EPSON	LQ-1050	17,804	23	PROBERCURF	TEKTRONX	P5042	525	1
PRINTER CP	EPSON	LQ-2550	17,555	18	PROCESSING SINK	CALUMT	GA152	1,200	1
PRINTER CP	EPSON	LQ-510	298	1	PROCESSOR	AMT	ST4402	1,005	1
PRINTER CP	EPSON	LQ-850	2,751	5	PROCESSOR	LFORD	CAP-40	2,139	1
PRINTER CP	HEWLETT PACK	HP-2225D	410	1	PROCESSOR	MOORE	3610	7,219	1
PRINTER CP	IBM	PRO II	896	2	PROCESSOR	NUARC	P1400	625	1
PRINTER CP	IBM	QUICKWRIT	1,314	1	PROCESSOR	TRACOR	TN17109	960	2
PRINTER CP	NEC	3515	1,626	1	PROGRAMMER	MAXON	SMP-4000	200	1
PRINTER CP	NEC	7715	2,275	1	PROGRAMMER	TRACOR	TN17107	1,980	4
PRINTER CP	NEC	P5200	832	1	PRO-HOOD	BRNICA	BA1321	454	1
PRINTER CP	STAR	10X	520	2	PROJ OVRHD	APOLLO	AI-1000	229	1
PRINTER CP	TOSHIBA	P321SL	1,989	4	PROJ OVRHD	APOLLO	AI-1000	467	2
PRINTER CP	TOSHIBA	P341	1,612	2	PROJ OVRHD	B&H	3890A	287	1
PRINTER CP	TOSHIBA	P341E	756	1	PROJ SLIDE	KODAK	EKTAIII	599	1
PRINTER CP	TOSHIBA	P341SL	10,825	16	PROJ SLIDE	KODAK	EKTAIII	599	1
PRINTER CP	TOSHIBA	P351	14,258	11	PROJ UNIT	TELEX	5086	1,369	1
PRINTER CP	TOSHIBA	P351C	1,217	1	PROJECTION PANEL			0	1
PRINTER CP	TOSHIBA	P351C/2	1,235	1	PROJECTION PANEL	NFOCUS	700FX	3,373	1
PRINTER CP	TOSHIBA	P351SX	10,354	9	PROJECTION SCREEN	DAYLIT	DAYLIGHT	207	1
PRINTER CP	TOSHIBA	P351/2	1,790	2	PROJECTOR	3M	213	438	1
PRINTER FOR CALBRATOR	GILIAN	C800274	446	2	PROJECTOR	3M	213AKD	368	1
PRINTER FOR CALBRATOR	GILIAN	D-800274	702	3	PROJECTOR	APOLLO	AI-1003	228	1
PRINTER FOR CALBRATOR	GILIAN	DPU-40	223	1	PROJECTOR	APOLLO	AI2000	277	1
PRINTER FOR CALBRATOR	GILIAN	DPU40	234	1	PROJECTOR	BUHL	920-010	1,022	1
PRINTER FOR CALBRATOR	GILIAN	DPU40	234	1	PROJECTOR	B&H	1552	435	1
PRINTER LASERJET IV	HEWLETT PACK	LASERJET 4	0	1	PROJECTOR	B&H	1592C	435	1
PRINTER SHARING DEVICE	GLTRN	PSD8000R	387	1	PROJECTOR	DA-LIT	G-100-LT	210	1
PRINTER (DESKJET COLOR)	HEWLETT PACK	560C	569	1	PROJECTOR	NEC	GP-5000	16,705	1
PRINTER LAS	DIGITAL EOP	LN03S-AA	2,787	1	PROJECTOR SCREEN	DALITE	B	224	1
PRINTER PLOTTER	HEWLETT PACK	HP82162A	397	1	PROTABLE PUMP	MSA	479680	1,278	3
PRISM FINDER	BRNICA	GS-1	625	1	PROWRITER	CITOH	8510A	696	1
PROBE	FLUKE	80F-15	1,740	3	PROWRTRNSM	AIR MIN	5000A	1,620	1
PROBE	HEWLETT PACK	1141A	1,675	1	PSA	HARSHAW	NC25A	1,650	1
PROBE	HUSYS	NMN	375	1	PUL ANALYZ	BRNTWD	SPIROSCAN	3,019	1
PROBE	LUDLUM	43-10	1,080	2	PUL TESTER	SPIROM	3350	2,955	1
PROBE	LUDLUM	43-10-1	645	1	PULLINGSYS	GRNLEE	686	3,688	1
PROBE	LUDLUM	43-5	21,373	57	PULSE GENR	BERNUC	DB-2	1,242	1
PROBE	LUDLUM	43-9	375	1	PULSE GENR	BNC	PB2	1,157	1
PROBE	LUDLUM	44-5	405	1	PULSE GENR	BNC	PB-3	1,157	1
PROBE	LUDLUM	44-9	1,830	2	PULSE GENR	BNC	PB4	1,726	1
PROBE	LUDLUM	43-5	750	2	PULSE GENR	CANBERRA	1407P	574	1
PROBE	NETEC	NMN	730	1	PULSE GENR	CANBERRA	1407R	574	1
PROBE	YLW SPRINGS	5730	529	1	PULSE GENR	DATPUL	106-A	1,918	2
PROBE FET	TEKTRONX	P6201	2,560	2	PULSE GENR	EBERLINE	MP-2	1,344	1
PROBE GAMA	EBERLINE	SPA-3	2,599	4	PULSE GENR	PHILIP	PM571509Q	1,062	1
					PULSE GENR	TEKTRONX	P5508	3,673	3

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PULSER	EBRUN	MP-2	1,050	1	PWR MODULE	TEKTRONIX	TM504	349	1
PULVERIZER		NMN	355	1	PWR MODULE	TEKTRONIX	TM515	1,120	3
PULVERIZER	BICO	UA	9,927	3	PWR SOURCE	PWAFES	5020	325	1
PULVERIZER	BRAUN	UA53	1,084	1	PWR SUPPLY	BEST	NMN	1,113	1
PULVERIZER	REULNO	S-60890-B	3,760	1	PWR SUPPLY	BEFASC	342	460	1
PULVERIZER	TMENG	NMN	7,437	1	PWR SUPPLY	BEST	ME1.8KVA	2,116	1
PUMP	BURKS	GNA-6	771	2	PWR SUPPLY	BEST	ME700VA-BH	781	1
PUMP	COLPAR	7570-10	670	1	PWR SUPPLY	BEST P	ME700VA	1,065	1
PUMP	DUPONT	GN-8P	5,787	3	PWR SUPPLY	BATHLD	315	470	1
PUMP	FISHER	C8A	3,678	3	PWR SUPPLY	BATHLD	342	2,110	4
PUMP	GAST	DA-P103-GB	357	1	PWR SUPPLY	BSTFR	ME700VA	836	1
PUMP	MGNTEK	E16455520	205	1	PWR SUPPLY	BSTPW	FD18KVA	3,980	1
PUMP	NFTUNE	300-S	675	1	PWR SUPPLY	BSTPWR	SPS450B	279	1
PUMP	SARGEN	1400	946	1	PWR SUPPLY	BSTPWR	SPS450B	279	1
PUMP	SKC	224-PCXR7	1,485	3	PWR SUPPLY	CAC	PS1000	792	1
PUMP	SKC	224-PCXR8	855	2	PWR SUPPLY	CANBERRA	3002	1,780	3
PUMP	SKC	228-501	590	3	PWR SUPPLY	CANBERRA	3005	436	1
PUMP	SNSOYN	70106571	300	2	PWR SUPPLY	CANBERRA	3005R	732	1
PUMP	SNSOYN	NMN	315	1	PWR SUPPLY	CANBERRA	4261A	1,521	2
PUMP	SUPELC	SP-130	560	1	PWR SUPPLY	CETAC	ATX-99-0001	2,900	1
PUMP	USELEC	ED-12M	1,526	1	PWR SUPPLY	CNBERA	31060	840	1
PUMP	VWR	E2M8	1,635	1	PWR SUPPLY	COMACC	U1000	2,015	3
PUMP CALIB	MSA	A	730	2	PWR SUPPLY	FERRUP	ME700VA	836	1
PUMP HEAD	COLE PALMER	7529-80	475	1	PWR SUPPLY	HEWLETT PACK	6114A	886	1
PUMP INJCT	NEPTUN	363-60	549	1	PWR SUPPLY	HEWLETT PACK	6206B	1,772	2
PUMP ION	VARIAN	911-5031	914	1	PWR SUPPLY	HEWLETT PACK	6228B	841	1
PUMP METER	FLUMET	FPD	330	1	PWR SUPPLY	HEWLETT PACK	6271B	1,314	2
PUMP METER	FLUMET	RP-D-2	330	1	PWR SUPPLY	HEWLETT PACK	6299A	1,772	2
PUMP SAMP	BARFAN	7570	762	1	PWR SUPPLY	HEWLETT PACK	6438B	840	1
PUMP STATN	ORTEC	E2M8	2,410	1	PWR SUPPLY	BM	9309-002	1,921	1
PUMP SUMP	TEEL	3P544D	304	1	PWR SUPPLY	KEITH	247	5,216	4
PUMP W/CAN	WILSON	1230CU	453	1	PWR SUPPLY	KEPCO	KS8-15M	703	1
PUMP (ONE OF 5 IN KIT)	SKC	224-PCXR8	3,275	2	PWR SUPPLY	LAMBDA	LE101M	540	1
PUMP (ONE OF 5 IN KIT)	SKC	224PCXR8	0	1	PWR SUPPLY	NIMBIN	NS4001/40020	1,790	1
PUMPBREATH	RHINE	13-2	896	1	PWR SUPPLY	ORTEC	456	595	1
PUMP METER	MULTROY	A141-155X	770	2	PWR SUPPLY	ORTEC	456	1,149	2
PUMPTURMOL	BALZER	TPV270	1,950	1	PWR SUPPLY	ORTEC	495	540	1
PUMP ONE OF 5 IN KIT)	SKC	224-PCXR8	0	2	PWR SUPPLY	PERKIN	00570761	3,851	2
PUNCH	GEC	111PM-2	2,542	1	PWR SUPPLY	PERKIN	057-0759	1,425	1
PUNCHDRIVE	GFENLE	7310SB	943	1	PWR SUPPLY	PERKIN	057-0761	1,581	1
PUNCHDRIVE	GFENLE	7646	942	1	PWR SUPPLY	PGT	315A	1,000	1
PURGE AND TRAP W/A SAMPLR	DYNATECH	505201	50,434	2	PWR SUPPLY	PWAFES	5020	1,650	2
PURGESAMPLR	EXTREL	LSC2000	9,900	1	PWR SUPPLY	PWAFES	AEC5000	0	1
PURIFIER	SUPELC	2-3800M	395	1	PWR SUPPLY	STOODD	STD91923-2	400	1
PWR MODULE	HEWLETT PACK	1142A	820	1	PWR SUPPLY	SYSDON	RS320-2C	4,070	5
					PWR SUPPLY	TEKTRONIX	PS501-2	1,164	4

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
SCA	CANBER	2030	578	2	SCOOTER	CUSHMAN	435	3,530	1
SCA	CANBERRA	1431	288	1	SCOOTER	CUSHMAN	298444	4,748	1
SCA	CANBERRA	2030	5,214	18	SCOOTER	CUSHMAN	898447	3,973	1
SCA	CANBERRA	2037A	345	1	SCOOTER	CUSHMAN	898547	3,927	1
SCA	HEWLETT PACK	5583A	1,100	2	SCOOTER	CUSHMAN	EXECUTV	1,585	1
SCA	LUOLUM	2200-12+	2,495	1	SCOOTER	CUSHMAN	EXECUTV	1,585	1
SCA	ORTEC	550+	806	3	SCOOTER	CUSHMAN	GOLFSTER	1,195	1
SCA	TENLEC	TC445	1,500	2	SCOOTER	OTIS	961	1,970	1
SCA TIMING	ORTEC	455	3,477	6	SCOOTER	T D	1248 B	4,985	1
SCA TIMING	ORTEC	551	1,464	3	SCOPE CART	TEKTRONIX	3	200	1
SCAFFOLD	UPRIGHT	NMN	768	1	SCOPEMOBIL	TEKTRONIX	201-2-D	200	1
SCALE	DETECT	436	220	1	SCOPEMOBIL	TEKTRONIX	204	200	1
SCALE	GENEPL	402/GE600	1,712	1	SCOPEMOBIL	TEKTRONIX	205	600	3
SCALE	HOWE	CD25	925	1	SCOPEMOBIL	TEKTRONIX	3-	200	1
SCALE	OHAUS	PL150-CO	858	1	SCREWSHTR	BLKDKR	2054	201	1
SCALEBALNC	SARTOR	A200SVIBRS	3,600	1	SCRUBBER	FBDYN	L18916	9,440	1
SCALEPRINT	KINETC	4660	1,600	1	SCRUBBER	FBDYN	NMN	28,320	3
SCALER	CANBERRA	1476	499	1	SCSI DRIVE	CLAYTN	M2266SA	1,960	1
SCALER	CANBERRA	1476A	499	1	SCT METER	YELLOW SPRNG	33	224	1
SCALER	CHICAGO	CP9356 A	219	1	SCT METER	YLW SPRINGS	33	224	1
SCALER	EBERLINE	PRS-1	4,673	1	SEEDER	HERD	GT-77	325	1
SCALER	HARSHAW	NS31	1,490	1	SEISMGRAPH	EG&G	ES-2401X	41,800	1
SCALER	LUOLUM	177-10	545	1	SEISMGRPH	EG&G	2401	39,900	1
SCALER	LUOLUM	177-61	1,635	3	SEIVE SHAKER	ROTAP	RX-29	1,550	1
SCALER	LUOLUM	2000	9,145	10	SERIAL INTERFACE	GEO INST	GMS-2SIA	225	1
SCALER	LUOLUM	2200	2,739	2	ADAPTER				
SCALER	LUOLUM	2929	4,644	2	SERIES 6400 MODEL	HEWLETT PACK	C1521B	1,963	1
SCALER	MT SOPRIS	PS872	1,500	1	200 DC				
SCALER COUNTER	LUOLUM	2929	1,630	1	SERVER	DIG EQ	LNDXD-M	519	1
SCALER MIN	EBERLINE	MS-2	2,736	2	SERVER	INTEL	44-027	470	1
SCALERDUAL	LUOLUM	2929	7,795	4	SERVER	INTEL	501	450	1
SCALING UNIT	CANBER	8082	3,940	2	SERVER	INTEL	INTEL-611	900	2
SCAN BAR	MARS	MEQ300	3,235	1	SERVER	INTEL	NETPORT	466	1
SCAN BAR	SYMBOL	LS7000	3,882	3	SERVER	INTEL	PCLA-2101	931	2
SCANNER	DEST	C9410	649	1	SERVER	INTEL	PCLA2101	450	1
SCANNER	HEWLETT PACK	HP-543	1,725	2	SERVER	INTEL	PCLA2101	470	1
SCANNER	MICROT	600Z	1,369	1	SERVER	INTEL	PCLA2121	5,174	11
SCANNER	SYMBOL	LS20001000	4,271	6	SERVER	INTEL	PCLA2121	2,492	5
SCANNER	SYMBOL	LS20001000A			SERVER	INTEL	PCLA2131	1,352	3
SCANNER	SYMBOL	LS20001000A	712	1	SERVER	INTEL	PCLA2201	460	1
SCANNER	SYMBOL	LS20001000A			SERVER	INTEL	PCLA2201	460	1
SCANNERPRINT	CANBERRA	2089	1,285	1	SERVER	INTEL	PCLA2221	462	1
SCNT SYST	PACKRD	460C	16,525	1	SERVER	INTEL	PCLA2221	5,860	13
SCNTLOMTR	MT SOPRIS	SC-132	3,007	2	SERVER	INTEL	RMA1754	488	1
SCNTCRYSAS	TELDYN	SW1616U3	2,100	1	SERVER SYSTEM	DIGITL	DY251P1-A9	22,757	1
SCOOTER	BEVOO	220EV	4,115	1	SGNL SWITCH	INMAC	1873R3	229	1
SCOOTER	CUSHMAN	322-8710	4,794	1	SHAKER	BARNT	49100	4,180	5
SCOOTER	CUSHMAN	400	3,121	2	SHAKER	BRNSTD	M49125	748	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY	PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
SHAKER	BURFEL	75"	500	1	SOUND STATION	HELLO DIRECT	2352-T	1,595	1
SHAKER	SURFEL	M75	1,050	1	SOUND STATION	HELLO DIRECT	2352T	3,190	2
SHAKER	ESBOH	115V	2,100	2	SOUNDBOOTH	TREMET	AF8S	2,745	1
SHAKER BATH	PRECISION SC	25	2,275	1	SOUNDMETER	MSA	595091	1,576	2
SHAKER CFB	FISHER	361	1,090	1	SPEAKER	JBL		550	2
SHAKERBATH	PRECISN	25	1,558	1	SPECPHOMTR	PERKIN	5100	60,500	1
SHAKRSIEVE	GILSON	SSBR	599	1	SPECPHOMTR	PERKIN	603	18,600	1
SHAKRSIEVE	TYLER	B	2,712	2	SPECPHOMTR	PERKIN	LAMBDA 3	5,640	1
SHARPENER	DAFEX	5800M5	896	1	SPECPHOMTR	PERKIN ELMER	3030	40,715	1
SHATTERBOX	SPEX	8510	21,048	3	SPECTROAMP	CANBERRA	816	550	2
SHEARMETAL	STRBN	120042	3,629	1	SPECTROAMP	NUCLUS	5010	895	1
SHED	TUFF	14'X 14'	2,650	1	SPECTROAMP	ORTEC	471	535	1
SHEET BIN	ZENITH	C2920A	414	1	SPECTROMETER	SCINTREX	GAD-5	15,119	2
SHKR TABLE	ESBOH	6140	2,350	1	SPECTROMTR	CANBER	7404	12,488	2
SHREDDER	FELLOW	110	499	1	SPECTROMTR	EG&G	576450RH	3,950	1
SHREDDER	FELLOW	PS70	325	1	SPECTROMTR	EXTREL	ELO-400	60,630	1
SHREDDER	FELLOW	PS70	337	1	SPECTROMTR	GEOMETRICS	GR-410	5,691	1
SHREDDER	FELLOWES	PS70	259	1	SPECTROMTR	GEOMETRICS	GR-410	45,473	8
SHREDDER	FELLOWES	PS-80	450	1	SPECTROMTR	ORTEC	576	24,853	7
SHREDDER	FELLOWS	PS80	882	2	SPECTROMTR	ORTEC	576A	11,940	4
SHREDDER	FELOWS	110	471	1	SPECTROMTR	ORTEC	NS576A	26,912	8
SHREDDER	IDEAL	2601 MBM	1,290	1	SPECTROMTR	PERKIN	ELAN 5000	220.87	1
SHREDDER	INDSHR	SUPERIOR	3,909	1	SPECTROMTR	PERKIN	ICP-5000	60,800	1
SHREDDER	SEM	US222	1,311	1	SPECTROMTR	PERKIN	PLASMAIL	119,04	1
SHREDDER	SHDEX	550	834	1	SPECTROMTR	PERKIN	PLASMAIL	119,04	1
SHREDDER	WILSON	AWJ 1000	1,125	1	SPECTROMTR	SCINTREX	GAD-6	19,231	2
SHREDDER	WLSJN	42713	1,365	1	SPECTROMTR	TENLEC	TC256	31,312	16
SIG CONDNR	VALOYN	CD15	500	1	SPECTROMTR	TENLEC	TC256	49,792	32
SILICA MONITOR	MIE	PDM-3	4,460	2	SPECTROSCOPY AMP	CANBERRA	2020	0	1
SILVER PCV	SNOOK	ULTRA 3	499	1	SPECTROSCOP	GAERTN	NMN	860	1
SINGLE CHANNEL ANALYZER	CANBER	2030	289	1	SPECTRYSYS	EG&G	92X-CH	5,646	1
SINGLE CHANNEL ANALYZER	CANBERRA	2030	1,471	5	SPECTRYSYS	ORTEC	92X-CH	5,646	1
SLICER	HOBART	512	2,409	1	SPEED GRIP	BRNICA	NMN	210	1
SLIDE PROJECTOR	KODAK	AF-2	416	2	SPILL GUN	SPL-XA	SC-30-A	411	1
SMART TERMINAL(ENVIZEX)	HEWLETT PACK		5,190	1	SPILL GUN	SPL-XA	SC-30-S	438	1
SNOWBLOWER	SEAFS	536906000	593	1	SPJNCING TOOL	AT & T	945A	588	1
SOLAR PANL	CMPBEL	MSX10	205	1	SPOTMETER	ASAHI	35141	311	1
SOLDER STN	WELLER	EC2001	234	1	SPRAYPAINT	GRACO	ULTRA500	1,496	1
SOLDERING STATION	WELLER	EC2001	234	1	SPREADER	AGRI F	44-0187	238	1
SOLVT PUMP	FLDMTR	RP-G50	869	1	SQUARE WAVE GENERATOR	TEKTRONIX	106	625	1
SONICATOR	HSUI	W-385	4,050	1	STABILIZER	ONBERA	8232	1,480	1
SONICSIFTR	ALLBRA	L3PF	1,324	1	STAGE UNIT	HACKER	C1948	605	1
SOUND LEVEL METER	QUEST	2400	826	1	STAGE UNIT	SWIFT	NMN	605	1
SOUND METER	MSA	595091	788	1	STAPLER	PASLOD	3150-N18	370	1
SOUND STATION	HELLO DIRECT	2362	3,190	2	STAPLER	PASLOD	MU-112N18	324	1
					STAPLERELC	SWING	6800-D	700	2
					STATIC INV	TOPAZ	1000-GZ	1,850	1

Appendix B Government Furnished Equipment
Facility Operations and Support

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STEEL COLUMN HEATER	MILLIPORE	600	819	1	SWITCH BOX	GLTRNX	1000	413	1
STEREOTUNAR	PONER	TPX-608	331	1	SWTCH UNIT	CYBEX	EZQUEJE COMMANDER	2,450	2
STEREOSCOPE	WILDHB	M-8	4,895	1	SYNTH GEN	HEWLETT PACK	3325A	4,239	1
STEREOSCOPE	WILDHB	M8	2,639	1	SYSTEM TEST FIXTURE	TEKTRONIX		1,140	1
STR	LABLIN	1287-1	3,024	2	SYSTEMIZER	ACT	02-50-364	241	1
STRIFFER	BRNSTD		481	2	SYSTEMIZER	ACT	02-50-364	1,241	5
STRIFFER	BRNSTD	S47035	994	4	SHOTPLATE	B/THMY	SP46920	223	1
STRIFFER	B/THYER	S47035	248	1	SHOTPLATE	B/THYM	SP46920	668	3
STIRPER/HOT PLATE	CORNING	PC-320	245	1	SHOTPLATE	CORNING	PC-320	1,000	4
STIPS	LABLIN	1287-1	3,024	2	TK ANALYZER	HARSHAW	2080	9,950	1
STITCHER	INTLAK	S3A	2,973	1	TABL LIGHT	BACHER	1520-	2,833	1
STOCK FEED	DELTA	34-985	525	1	TABLET	CALCOM	12140	1,229	1
STORAGE MGMT SYSTEM	ALPHATRONIX	ALP-C006	19,372	1	TABLET	CALCOM	23240	1,229	1
STORAGE MODULE	CAMPBL	SM192	982	2	TABLET	CALCOM	25180	1,097	1
STRIP CHART RECORDER	HEATH	SR-204	1,055	1	TABLET	CALCOM	25180-01	896	1
STRIP UNIT	DYNA	1000	3,800	1	TABLET	CALCOM	25180-01	19,294	20
STRIFFER	ROOFED	10-459	400	1	TABLET	CALCOM	91240	5,760	2
STRIFFER	UNIMAS	73	750	1	TABLET	SUMMA	MGI13648	3,550	1
SUBSYSTEM		JMFMIDTOWER	1,815	1	TABLET	SUMMA	MGI1TB426	3,704	1
SUBSYSTEM	ANDATA	D250A-M	2,595	1	TABLET	SUMMA	MM1201	1,065	1
SUBSYSTEM	ANTHEM	757240	570	2	TABLET	SUMMA	SUMMA	830	1
SUBSYSTEM	CLAYTN	8500	3,300	1	TAMP BACKF	GARD-D	T-23-1A	3	1
SUBSYSTEM	COCOMP	223TM	3,499	1	TANK	300 GL	M-06923-01	890	1
SUBSYSTEM	EXABYT	8500	2,718	1	TANK	WATER	425 GAL	305	1
SUBSYSTEM	EXABYT	8500 SN:LP9	3,300	1	TANK	WESTSLOPION	STEEL	4,065	1
SUBSYSTEM	EXABYT	EXB8500ST	2,718	1	TANKTESTER	ITT	5000	7,965	1
SUBSYSTEM	EXABYTE	EXB-10E	3,369	1	TAP N DIE	GTD	312 COMBO	317	1
SUBSYSTEM	JMR	MIDT-003	295	1	TAP & DIE	ZELEND	8282A12	224	1
SUBSYSTEM	JMR	MIDTOWER	299	1	TAPE BACKUP DRIVE	HEWLETT PACK	JT20C	379	1
SUBSYSTEM	JMR	NMN	295	1	TAPE BAKUP	CMS	120	449	1
SUBSYSTEM	JMR	NMN	590	2	TAPE CART		NMN	500	1
SUBSYSTEM	OMEGA	NMN	1,045	1	TAPE CART	EDPCOR	NMN	500	1
SUBSYSTEM	SCSI	NMN	2,775	1	TAPE CART	TAB	NMN	500	1
SUBSYSTEM	SEGATE	MIDTOWER	530	2	TAPE CART	WRIGHT	NMN	500	1
SUBSYSTEM	SEGATE	ST41200	298	1	TAPE CONTL	IBM	3803-2	16,530	1
SUBSYSTEM/HARDD RIVE	PICOSEAGATE	STS31200N	965	1	TAPE DISPN	HUNT	HUN6100	299	1
SUR MONTR	SUMMIT	SIP1000	9,600	2	TAPE DRIVE	ADTEK	DT-6000	500	1
SURVEY INSTRUMENT	EBERLINE	E600	1,195	1	TAPE DRIVE	ANDATA	D250A	4,990	2
SURVEY METER	EBERLINE	ESP-1	930	2	TAPE DRIVE	CLAYTN	EXB-8500	675	1
SURVEY METER	VICREN	740F	525	1	TAPE DRIVE	COMEMORY	JT20C	335	1
SURVEY PROBE	NETECH	DP68D	3,150	3	TAPE DRIVE	DIGITAL EQP	TK50	3,451	1
SUSCEPTIBILITY METER	GEO INSTR	GMS-S	1,980	1	TAPE DRIVE	DIGITAL EQP	TK50Z-GA	3,049	1
SW CONTROL	HEWLETT PACK	3488A	1,895	1	TAPE DRIVE	DILOG	STDOTT1-1X8S	3,777	1
SWEEPERST	ADVANC	560G	9,702	1	TAPE DRIVE	EXABYT	NMN	3,395	1
SWITCH	GEOSTF	RS-48/24	4,150	1	TAPE DRIVE	EXABYTE	EXB-8205ST	1,669	1
					TAPE DRIVE	HEWLETT PACK	HP82161A	811	2

**Appendix B Government Furnished Equipment
Facility Operations and Support**

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
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WELDER ARC	LINCON	300#	772	1
WELDERBUTT	DOALL	DBW-10	481	1
WHEELCHAIR	INVCAR	1018SA080	840	2
WINCH	BALBRO	GL220	1,570	1
WINCH	CHEVY	NMN	15,000	1
WINCH	MCPHAR	722010	5,041	1
WINCH	FAMSEY	2000/12	801	1
WINCH ATV	WARN	A1500CL	300	1
WINCH CNTR	BFEOGJ	NMN	3,447	1
WINCH SYS	BFEOGJ	NMN	3,447	1
WINCH SYS	D.B.	L1850-60-1	2,075	1
WIND DIRECTION SENSOR	METONE	024A	395	1
WINDMONITR	WEAMEA	W123DC-R	965	1
WINDSPDSEN	METONE	014A	275	1
WORD RECOG	TEKTRONIX	WR501	1,592	1
WORK STATN	DIGITAL EOP	5000/200PX	952	1
WORKGROUP HUB	SYNOPTICS	810M	527	1
WORKSTATION			1,280	1
WORM	LASERD	LF-5090	4,090	1
WTRHEATER	AOSMIH	EES-52-913	207	1
WTRHEATER	TEMPCO	3595K92	488	1
WTRPURIFY	MILPOR	ZD300007	1,080	1
WTRPTDATSY	WESCOF	HP-115	4,512	1
Z-SELECT MICROCOMPUTER	ZENTH	ZEL-1331-KP	1,602	1
Z-SERVER	ZENTH	ZW4-50DE-1	3,303	1

Appendix C Government Furnished Buildings
Facility Operations and Support

NUMBER	DESCRIPTION	YEAR ACQUIRED	ESTIMATED REMAINING USEFUL LIFE (years)	GROSS AREA (ft ²)
1	Steam Plant	1948	15	2,794
2	Offices/Copy Center	1948	5	2,480
7	Telecommunications Center (fixed contamination) Offices, Petrology Laboratory Sample Prep Plant, Core Repository	1952,1956, 1978,1984	30	25,990
11	Guard House, Offices	1955	10	794
12	Offices, Computer Center	1953,1956, 1978,1979	20	21,872
18	Offices/Training	1975	5	4,605
19	Offices	1948	5	891
20	chemistry	1953,1957	30	16,904
26	Offices	1954	20	960
28	Maintenance Shop, Offices	1955	30	29,569
29	Offices	1954	10	234
30B	Storage	1980	25	1,197
31A	Offices, Radon Laboratory	1955	15	3,997
32	Office, Radon Laboratory Environmental Sciences Laboratory	1954	20	5,718
33	Storage	1954	20	6,832
34	Storage	1954	10	879
35	Warehouse, Storage	1954	20	3,295
36	Radioactive Source Storage	1954	20	772
40	Gas Meter House	1958	20	127
41	Yard Shack	1955	5	336
42	Hazardous Waste Storage	1955	15	434
43	Storage	1975	20	297
44	Storage	1975	20	225
46	Cafeteria	1977	30	3,004
51	Compressed Gas Storage	1980	30	144
52	Radon Tailings Measurements	1955 (approx.)	10	124
53	Modular Offices Units	1985	10	4,281
54	Modular Offices, Medical	1992	20	10,167
55	Modular Office Unit	1992	20	5,700
56	Modular Office Unit	1993	20	5,700
57	Modular Office Units	1992	20	5,700
61	Hazardous Waste Storage Units	1993	30	700
810	Offices, Mail Room, Center Gate	1949,1952, 1980	15	26,328
938	Offices	1954,1956, 1979	20	20,216
3022	Offices, Laboratories, Electronic Laboratory	1953,1955 1976,1982	20	23,306



PART III

SECTION J

ATTACHMENT D

KEY/CRITICAL PERSONNEL AND
QUALIFICATIONS

EXPERIENCE

Experience should include a history of progressive work-related experience in management systems with five (5) years of relevant and directly applicable management systems experience with complex multi-faceted projects. In addition, the experience must demonstrate the successful application of supervisory and general communication skills while managing programs related to this position.

COMPLIANCE MANAGER

DUTIES

The compliance manager is responsible for managing the Contractor's functional areas of environment, safety and health, quality assurance permits, and waste management and minimization. The compliance manager's duties include developing an organization that emphasizes protection of the safety and health of both workers and the public by implementing the Contractor's health and safety program and plans; maintaining compliance with applicable laws, regulations, and requirements; and evaluating and strengthening the Contractor's compliance with those requirements.

The Compliance Manager shall provide the Contractor with expertise for OSHA, NEPA, TSCA, RCRA, CERCLA, SARA, UST, DOT, CAA, CWA, state and local regulations, and other environmental programs, compliance orders, and permit issues in assigned programs. In addition, the Compliance Manager shall maintain up-to-date knowledge of policies, procedures, standards, and regulations pertaining to environmental, safety, and health issues to keep abreast of new developments and proposed regulations that apply to the GJPO.

EDUCATION

Education should include a Bachelor's degree in the physical sciences, engineering, environmental, safety, or health field with a Master's degree in one of these fields or the completion of at least 24 semester hours or comparable educational class work in the field of ES&H, Quality Assurance and/or Waste Management desirable.

EXPERIENCE

Experience should include a history of progressive work-related experience in compliance areas with five (5) years experience in managing related projects in the compliance field which demonstrates of a full understanding and capability of effectively applying the basic principles and concepts of compliance management. Additionally, the Compliance Manager's experience must demonstrate the successful application of supervisory and general communication skills while managing programs related to this position.

FACILITY OPERATIONS MANAGER

DUTIES

The Facility Operations Manager is responsible for all activities in support of continuing operations of the GJPO physical plant. The individual will provide an organization capable of providing services including engineering services for on-site construction and maintenance, utility services, property management, and on-site waste management. The Facility Operations Manager shall ensure that operations activities are always focused on the needs of the customer. The incumbent is responsible for assuring and maintaining the quality, efficiency, effectiveness, and comprehensiveness of the work.

EDUCATION

Education should include a Bachelor's degree in engineering or business with a Master's degree in engineering or management desirable.

EXPERIENCE

Experience should include a history of progressive work-related experience in facility operations with five (5) years experience in facility engineering, construction, and project management. In addition, experience must demonstrate the successful application of supervisory and communication skills while managing programs related to this position.

LABORATORY MANAGER

DUTIES

The Laboratory Manager will be responsible for the overall operation of the laboratories located at the GJPO. The individual is responsible for ensuring the laboratories continue to operate with the appropriate certifications and utilize appropriate quality control, environment, safety, and health, and chain of custody procedures, in addition to maintaining the proper mix of expertise to effectively and efficiently operate the laboratories. The incumbent will strive to make the laboratories the "best in class" and a model for DOE facilities.

EDUCATION

Education should include a Master's degree in chemistry or a related scientific or technical field with an advanced degree in management desirable.

EXPERIENCE

Experience should include a history of progressive work-related experience in laboratory operations with five (5) years experience in the operation of various types of environmental laboratories. In addition, the Laboratory Manager's experience must demonstrate the successful application of supervisory and communication skills while managing programs related to this position.

B. CRITICAL WORK AREA PERSONNEL

6 each

Critical Work Area Personnel should possess the following qualifications:

Lead Site Engineer - Engineering Degree, 5 years experience in facility engineering, construction, operation, and project management.

Lead Analytical Chemist - Chemistry Advanced Degree, 5 years experience in performing laboratory analyses of contaminated waste site characterization and verification samples for radioactive and hazardous waste.

Lead Finance and Accounting Specialist - Business Degree, 5 years experience in areas such as accounting, business management, finance, and budgeting.

Lead Cost/Schedule Analyst - Degree, 5 years experience in areas such as operations research, planning technical projects, and cost scheduling/reporting/controls. Additionally experience in project controls with regard to cost and schedule system review activities from planning through implementation and operations, including performing reviews effectively within a multi-faceted team setting.

Lead Safety Engineer - Engineering/Safety Degree, 5 years experience in construction or industrial safety programs as well as OSHA safety regulations.

Lead Environmental Engineer - Engineering/Physical Science/Environmental Degree, 5 years experience in environmental and regulatory areas such as environmental health, NEPA, RCRA, CERCLA, Clean Water Act, National Emissions Standards for Hazardous Air Pollutants (NESHAPS), permitting, and environmental law.



PART III

SECTION J

ATTACHMENT E

PERFORMANCE-BASED FEE
DETERMINATION PROCEDURES

approved by the Fee Determination Official (FDO). No award fee shall be earned for Satisfactory performance, since this is the minimum level of performance expected of the Contractor selected to manage work under the Grand Junction Projects Office (GJPO). Reference Fee Schedule in Appendix A.

During the initial six-months of base period, Year One, this contract will be administered as a CPAF contract in accordance with the provisions of the contract. In addition, during the second evaluation period, and in all subsequent years, the Cost Reduction Proposals paragraph H.34 will also apply. This will allow the Contractor's management time to become familiar with the operations and projects at GJPO, establish a baseline of performance, develop innovative ideas, and an opportunity to prepare cost savings plans for presentation to DOE at the end of the first award fee period. Incentive proposals submitted by the Contractor must directly reduce the contract baseline. The Contractor shall share, on a limited basis, in the savings actually realized from implementation of these proposals.

ADMINISTRATION

The Fee Determination Official (FDO) responsible for the award fee process on this contract is the Manager of the DOE Albuquerque Operations Office (AL). The Award Fee Board (AFB) is composed of a Chairperson (the AL Deputy Manager), the Performance Area Managers (AL Assistant Managers and Division Directors), and other selected staff invited by the Chairperson of the AFB. The Primary responsibilities of the AFB are:

1. Finalize Development of Performance Evaluation Plans
 - (a) Review draft plans presented by the GJPO Manager for the next rating period and assure that they are consistent with overall DOE AL goals; and
 - (b) Recommend the plan to the FDO for approval.
2. Finalize Assessment and Contractor Performance Rating
 - (a) Review the evaluation reports presented by the GJPO Manager regarding Contractor performance for the period;
 - (b) Conduct independent, ongoing evaluations of the Contractor's performance;
 - (c) Review Contractor's Self-Assessment Reports; and
 - (d) Submit a report to the FDO covering the Board's findings regarding Contractor performance which contains a recommendation of fee earned for each evaluation period. The report to the FDO shall include all minority opinions or reports.

PERFORMANCE EVALUATION PLAN

A Performance Evaluation Plan shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period. The Performance Evaluation Plan shall be developed within the framework of GJPO Performance Goals and support continued progress toward these goals. Reference the sample GJPO Performance Goals in Appendix B. The Plan shall contain the Performance Areas, the Performance Objectives, and the Performance Criteria that will be the focus of Contractor performance and DOE evaluation for the next evaluation period.

The Performance Areas are broad based criteria and define the total performance requirements of the contract. Weights are assigned to each Performance Area with the sum of the Weights totaling 100 percent. As an example, the current plan at GJPO has

three Performance Areas which are: General and Business Management (20%), Environmental, Safety and Health (40%), and Operations and Projects (40%).

The Performance Objectives are specific categories representing a group of activities or functions (managerial, administrative, operations) within a Performance Area in which a Contractor is required to perform.

The Performance Criteria (PC) are the lowest level of evaluation and outline important, critical, or time-sensitive areas of performance for each task. In determining PCs, consideration shall be given to Contractor past performance and contract future requirements. The goal is to obtain continuous improvement in the process and not simply consistency. The following guidelines shall be used in development of PCs:

1. The PCs must fall within the scope of work addressed by the approved task orders.
2. The PCs shall convey to the Contractor those areas requiring emphasis and increased management attention. They shall highlight important, critical, or time-sensitive areas of performance.
3. PCs shall be specific and objective, quantified by milestones and measures of performance.
4. PCs shall be written to the expected level of performance which equates to a mid-satisfactory rating.
5. PCs shall be consistent with overall site performance goals.

PERFORMANCE TASK MONITORS

Task Monitors shall be assigned to each task order for management and oversight. Task Monitors shall be responsible for development of draft performance criteria prior to the beginning of the rating period. The Contractor may provide input for consideration by DOE in the development of the Performance Evaluation Plan. Task Monitors shall be responsible for evaluation and assessment of the Contractor's activities during the rating period and documenting results at the end of the period. This includes reviewing the adequacy of deliverables, timeliness of submittals, control of costs, and assuring that Environmental, Safety, and Health activities comply with applicable safety and environmental practices, Quality Assurance procedures were followed, and other task order performance criteria were met.

Meetings shall be held with the Contractor, specifically before, and during each evaluation period to discuss the Contractor's performance relative to the task order.

Documentation shall be provided to the GJPO Manager with an evaluation and assessment of the Contractor's performance on the Performance Objectives and Criteria for the assigned task orders. This evaluation and assessment shall include an assessment of whether work required by the task order was accomplished, and an assessment of general cost and schedule progress, acknowledgment of performance that merits recognition, and specific statements characterizing any deficiencies identified in the execution of task orders.

The DOE Task Monitor shall recommend an initial rating of the Contractor's performance. In arriving at a performance rating, consideration shall be given to the Contractor's planning, organizing, control, staffing, cost, schedule, coordination and integration, compliance with all applicable laws, regulations, DOE Orders, DOE/State agreements, cost effectiveness, and execution. Execution includes all procedural, programmatic, and operational aspects of the activities which fall within each performance area.

DEFINITIONS

Significant and Notable are descriptors applied to both Achievements and Deficiencies and are used in communicating performance information to the contractor and may be considered by the FDO in arriving at a rating for the evaluation period.

Significant: This term indicates a major event or sustained level of performance which, due to its importance, has a substantial positive or negative impact on the Contractors ability to carry out its mission.

Notable: This term indicates an event or sustained level of performance which is of lesser importance than a "significant" event, but nonetheless deserves positive or negative recognition.

Observation: Facts or findings noted by a monitor/evaluator which do not appear appropriate to classify as an achievement or deficiency.

- 1 Significant Achievements
- 2 Notable
- 3 Significant Deficiencies
- 4 Notable Deficiencies
- 5 Observations

RATING PLAN

The general guidelines to be used to evaluate the Contractor's performance are shown below. The Performance Task Monitors will use professional judgment in applying these guidelines and assigning a numerical and an adjectival rating to each Task assignment.

Adjectival Definition	Numerical Grade	Definition Performance Grade
Outstanding	96-100	<p>Performance substantially exceeds expected levels.</p> <ul style="list-style-type: none"> • Several significant or notable achievements exist. • No deficiencies were identified during the evaluation period.
Good	82-95	<p>Performance exceeds expected levels.</p> <ul style="list-style-type: none"> • Several significant or notable achievements exist. • Some notable deficiencies may exist. • No significant deficiencies exist.
Satisfactory	76-81	<p>Performance meets expected levels.</p> <ul style="list-style-type: none"> • Minimum standards are exceeded and "good management practices" are evident. • Notable achievements or notable deficiencies may exist. • Any significant achievements which exist are offset by significant or notable deficiencies.
Marginal	66-75	<p>Performance is less than expected.</p> <ul style="list-style-type: none"> • No significant achievements exist. • Some notable deficiencies exist; or • Any notable achievements which exist are more than offset by significant or notable deficiencies.
Unsatisfactory	65 or Below	<p>Performance is below minimum acceptable levels.</p> <ul style="list-style-type: none"> • Significant deficiencies causing adverse mission impacts exist. • Performance at this level may result in the FDO withholding all award fees for the period.

APPENDIX A
 GRAND JUNCTION PROJECTS OFFICE
 FEE SCHEDULE

<u>PERFORMANCE POINTS</u>		<u>PERCENT OF AWARD FEE</u>
100		100
99		100
98	OUTSTANDING	100
97		100
96		100

95		95
94		93
93		89
92		82
91		75
90	GOOD	67
89		59
88		51
87		43
86		35
85		27
84		20
83		12
82		5

81		Base Fee Only
80		Base Fee Only
79	SATISFACTORY	Base Fee Only
78		Base Fee Only
77		Base Fee Only
76		Base Fee Only

75		Base Fee Only
74		Base Fee Only
73		Base Fee Only
72		Base Fee Only
71	MARGINAL	Base Fee Only
70		Base Fee Only
69		Base Fee Only
68		Base Fee Only
67		Base Fee Only
66		Base Fee Only

65 or Below	UNSATISFACTORY	Base Fee Only

**APPENDIX B
SAMPLE PERFORMANCE GOALS
FACILITY OPERATIONS AND SUPPORT CONTRACTOR**

The following Grand Junction Projects Office goals and objectives shall be addressed in the development of the Performance Evaluation Plans. Detailed performance criteria established for the Performance Evaluation Plans shall be consistent with these site performance goals.

GOAL: Operate a safe, environmentally responsible and cost effective business.

Objective: Maintain full compliance with all environmental rules and regulations; and operate the facilities in an environmentally sound manner.

Objective: Demonstrate financial integrity by monthly reports which outline actions the Contractor has taken to reduce costs, limit unplanned expenditure, reduce unnecessary funds expenditure, and recommend additional actions which can be utilized to reduce costs.

GOAL: Maintain and operate the Analytical Chemistry Laboratory in compliance with existing State of Colorado permit requirements.

Objective: All operations shall be in strict accordance with the Colorado Department of Health permit.

GOAL: Continue and expand the existing waste minimization and recycling efforts at GJPO.

Objective: Increase the waste minimization and recycling efforts at GJPO by ten (10%) each year of operation. Conduct an aggressive program for substitution of hazardous materials with environmentally friendly materials.

Objective: Maintain a GJPO chemical inventory tracking system.

GOAL: Maintain a highly skilled professional staff for all operations at GJPO.

Objective: Maintain an effective training program which will enhance and motivate the professional staff at GJPO.

GOAL: Manage all hazardous and radioactive waste in an effective and efficient manner.

Objective: Maintain the status at GJPO as a Conditionally Exempt Small Quantity Generator. Maintain an inventory of all waste at GJPO and assure that hazardous waste are periodically shipped to a licensed disposal facility.

GOAL: Manage and maintain an effective energy management system at GJPO.

Objective: Reduce energy consumption at the GJPO compound in accordance with the DOE Ten-Year Energy Management Plan.

Objective: Pursue and implement an In-House Energy Management Program.

GOAL: Create a safer work environment at the GJPO.

Objective: Complete the removal and disposal of asbestos materials from the GJPO compound or have a DOE approved plan for the "Management In Place" of asbestos materials by 1997.

Objective: Complete the removal and disposal of all cellulose materials from and reduce the fire loading in the buildings prior to the end of Fiscal Year 1998.

GOAL: Maintain the GJPO facility to minimize or eliminate impacts to the assigned Mission.

Objective: Provide an annual Site Maintenance Plan for GJPO which addresses preventative, corrective and predictive maintenance programs.

Objective: Provide an annual Site Maintenance Action Plan, a Capital Asset Management Program, a Site Development Plan, and a Facilities Information Management System for GJPO which meets all of the DOE requirements.

PART III

SECTION J

ATTACHMENT F

DOE FORM 4300.3

SEMIANNUAL PROPERTY SUMMARY REPORT

General Instructions

This report provides DOE with financial data on Government-furnished or contractor-acquired property in which title is vested with the government and facilitates the reporting of changes to property accounts, and the reconciliation of physical inventories to property accounts. Preparation of the report requires a breakdown of the total number of items and total dollar value by asset type code (columns 1 through 9 of the form). Please note the requirement for the name, title, telephone number and signature of the person responsible for the preparation of the report. Dollar amounts shown shall be rounded to the nearest dollar. The report is designed to account for all DOE-owned P&CE purchased by or furnished to your organization under DOE contracts awarded to your organization.

This report will be completed as of February 28 and August 31 of each year, and as of the final date of the contract. These completion dates apply only to this report. The reports will be submitted to the property administrator, and are due not later than 45 days after the end of the reporting period.

The original and two copies of this report should be sent to the property administrator, who in turn will provide copies to the contracting officer and to the servicing financial organization.

Negative reports are required.

Plant and Capital Equipment Definition

Plant and Capital Equipment includes land, land rights, depletable resources, improvements to land, buildings and structures, utilities, and equipment. The reporting criteria are as follows:

Plant - Real property which includes land, buildings, related personal property, and other structures and facilities (Asset Codes 401 through 699 and 800). General Services Administration (GSA) regulations require the reporting of this property regardless of value.

Capital Equipment - Personal property items (Asset Codes 710 through 799) with a unit acquisition cost of \$5,000 or more, and a service life of more than two years per unit should be reported.

Generally, DOE Appropriation Acts differentiate between costs budgeted for plant and capital equipment and costs budgeted for operating expenses. Items meeting the P&CE criteria should be budgeted as such and reported on line 1a. Capital items purchased from operating funds should be reported on line 1b.

Instructions - Summary of Acquisitions and Dispositions by Type of Transactions

Acquisition

1. **Purchases** - The cost of equipment acquired by purchase includes net invoice cost less discount, plus transportation charges and installation costs.

The cost of land and land rights includes the purchase price, other acquisition costs, and net costs of demolition of facilities acquired with the land.

The cost of completed facilities purchased from non-Government sources includes the purchase price, other cost incident to the purchase, and the net cost incident to the purchase, and the net cost of converting the facilities to make them useful to DOE.

Equipment acquired by lease may qualify as DOE-owned plant and capital equipment. Contact the DOE Contracting Officer for specific reporting guidance on all equipment acquired by lease.

The cost of facilities constructed under contract includes all payments made to the construction contractor, the cost of items furnished by DOE and the payments made for architect-engineering contractor's services related to the construction work if not otherwise provided by DOE, the operating contractor, or the construction contractor.

2. Fabrications - include equipment items fabricated by your shop, scientific personnel or subcontractors. Fabrications costed with Capital Equipment obligations (Program 35) that are incomplete should be identified separately from completed fabrications. Costs incurred for fabrication projects that are in progress at the end of the reporting period should be reported on lines 2b and 2c. For projects completed during a reporting period, the total project cost should be reported on line 2d.
3. No-Charge-Transfers from Other DOE Offices or Contractors - Record transferred P&CE at the original acquisition cost. All costs of normal packing, handling, etc., and any costs of removal, including dismantling of items transferred, shall be borne by the transferor. All costs of transportation shall be borne by the transferee. Where purchasing and warehousing activities are centralized with one DOE contractor at a given location to provide routinized for the needs of other DOE contractors at that location, a pro rata share of the cost of such activities shall be borne by the transferee. Under no circumstances will such costs be recorded by the transferee in an inventory account, nor will such costs be transferred for incidental transactions with a DOE contractor at another location.
4. No-Charge-Transfers from Other Federal Agencies - such transfers are treated in the same manner as transfers from another DOE organization as in 3 above.
5. Other - Include a brief explanation of the transaction such as physical inventory adjustments or any other additions not included in items 1 through 4 above.
6. Total Acquisitions - Total of lines 1 through 5

Dispositions

7. Sales - Includes P&CE sold as scrap or as a reusable item. Cash collections from the sale of P&CE shall be handled as reductions to contractor's immediate cash requirements, and are to be credited to the operating activity or as salvage credits if credited to the P&CE budget activity. When the sale is to be made by the General Services Administration (GSA), no entries shall be made until the sale has been completed.
8. Trade-Ins - Includes P&CE traded-in for purchased P&CE which were included on line 1, Purchases.
9. No-Charge-Transfers to Other DOE Offices or Contractors - Remove transferred P&CE at the original acquisition cost. See line 3, No-Charge-Transfers from Other DOE Offices or Contractors for transfer or responsibilities.
10. No-Charge-Transfers to Other Federal Agencies - Such transfers are treated in the same manner as transfers to another DOE organization as in 9 above.
11. Other - Include a brief explanation of the transaction such as extraordinary obsolescence, physical inventory adjustment, transfer of title, etc., not included in 7 through 10 above. If property was lost, damaged or destroyed, give date relief of accountability was granted.
12. Total Dispositions - Total of lines 7 through 11.

Additional instructions for the management of Government property in the possession of offsite contractors are in FAR 45.5 and DEAR 945.5. Contracts issued prior to April 1, 1984, will continue to reference DOE-PMR 109-60.

PART III
SECTION J
ATTACHMENT G
BILLING INSTRUCTIONS



PART III

SECTION J

ATTACHMENT H

APPLICABLE DOE ORDERS

DEPARTMENT OF ENERGY ORDERS
APPLICABLE TO GJPO

<u>ORDER NUMBER</u>	<u>DATE</u>	<u>LAST CHG</u>	<u>TITLE</u>
DOE 1230.2	4/8/92		American Indian Tribal Government Policy
DOE 1240.2B	8/21/92	9/3/92	Unclassified Visits and Assignments by Foreign Nationals
DOE 1270.2B	6/23/92		Safeguards Agreement with the international Atomic Energy Agency
DOE 1300.2A	5/19/92		Department of Energy Technical Standards Program
DOE 1300.3	6/23/90		Policy on Protection of Human Subjects
DOE 1322.2C	10/22/91		Forms Management
DOE 1324.5B	1/12/95		Records Management Program
DOE 1330.1D	5/18/92		Computer Software Management
DOE 1332.1A	10/15/85	6/12/92	Uniform Reporting System
DOE 1340.1B	1/7/93		Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE 1350.1	10/28/81	3/26/84	Audio-visual and Exhibits Management
DOE 1360.1B	1/7/93		Acquisition and Management of Computing Resources
DOE 1360.2B	5/18/92		Unclassified Computer Security Program
DOE 1360.3C	10/19/92		Information Technology Standards
DOE 1360.6A	11/12/92		Automatic Data Processing Equipment/Data Systems

DOE	1360.8A	5/18/92		Analysis of Benefits and Costs for Information Technology Resources Initiatives
DOE	1410.2	4/29/85		Mail Management
DOE	1430.1D	6/30/94		Management of Scientific and Technical Information
DOE	1430.4A	5/18/92		Library Services
DOE	1450.3A	9/12/91	4/9/92	Call Control/Verification Programs and Authorized Use of Government Telephone Systems
DOE	1450.4	11/12/92		Consensual Listening-in to or Recording Telephone/Radio Conversations
DOE	1500.3	11/10/86	7/6/94	Foreign Travel Authorization
DOE	1540.1A	7/8/92		Materials Transportation and Traffic Management
DOE	1540.2	9/30/86	12/19/88	Hazardous Material Packaging for Transportation Administration Procedures
DOE	1540.3A	7/8/92		Base Technology for Radioactive Material Transportation Packaging Systems
DOE	1700.1A	8/21/92		Freedom of Information Program
DOE	1800.1A	8/31/84	5/18/92	Privacy Act
DOE	2030.4B	5/18/92		Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE	2100.8A	1/27/93		Cost Accounting, Cost Recovery, and Interagency Sharing of Data Processing Facilities
DOE	2110.1A	7/14/88	5/18/92	Pricing of Departmental Materials and Services
DOE	2200.4	3/31/88	6/8/92	Accounting Overview
DOE	2200.5B	6/8/92	8/16/93	Fund Accounting
DOE	2200.6A	1/7/93	6/13/94	Financial Accounting

DOE	2200.7	5/2/88		Cost Accounting
DOE	2200.8B	6/8/92		Accounting Systems, Organization and Reporting
DOE	2200.9B	6/8/92	2/23/93	Miscellaneous Accounting
DOE	2200.10A	3/9/89	8/16/93	Accounts, Codes, and Illustrative Entries
DOE	2200.12A	5/14/92		Financial Management Systems
DOE	2320.1C	5/18/92		Cooperation with the Office of Inspector General
DOE	3220.2A	5/14/92		Equal Opportunity in Operating and On-site Service Contract Facilities
DOE	3220.4A	1/7/93		Contractor Personnel and Industrial Relations Reports
DOE	3220.6A	5/14/92		Federal Labor Standards
DOE	3309.1A	11/30/92		Reduction in Contractor Employment
DOE	3830.1	8/23/82		Policies and Procedures for Pension Programs under Operating and On-Site Service Contracts
DOE	3890.1A	6/12/92		Contractor Insurance and Other Health Benefit Programs
DOE	3900.1B	5/18/92		Parking
DOE	4010.1A	5/14/92		Value Engineering
DOE	4220.4	5/19/86		Organizational Conflict of Interest Processing Procedures
DOE	4300.1C	6/28/92	6/13/94	Real Property Management
DOE	4300.2C	12/28/94		Work for Others (Non-Department of Energy Funded Work)
DOE	4320.1B	1/7/91	3/26/92	Site Development Planning
DOE	4320.2A	2/10/94		Capital Asset Management Process
DOE	4330.2D	5/18/92		In-House Energy Management

DOE	4330.4B	2/10/94		Maintenance Management Program
DOE	4700.1	3/6/87	6/2/92	Project Management System
DOE	4700.3	9/16/91	11/16/92	General Plant Projects
DOE	5000.3B	1/19/93	7/2/93	Occurrence Reporting and Processing of Operations Information
DOE	5300.1C	6/12/92		Telecommunications
DOE	5300.2D	5/18/92		Telecommunications: Emission Security (TEMPEST)
DOE	5300.3D	8/3/93		Telecommunications: Communications Security
DOE	5300.4D	3/4/94		Telecommunications: Protected Distribution Systems
DOE	5400.1	11/9/88	6/29/90	General Environmental Protection Program
DOE	5400.2A	1/31/89	1/7/93	Environmental Compliance Issue Coordination
DOE	5400.4	10/6/89		Comprehensive Environmental Response, Compensation, and Liability Act Requirements
DOE	5400.5	2/8/90	1/7/93	Radiation Protection of the Public and the Environment
DOE	5440.1E	11/10/92		National Environmental Policy Act Compliance Program
DOE	5480.1B	9/23/86	5/10/93	Environment, Safety, and Health (ES&H) Program for Department of Energy Operations
DOE	5480.3	7/9/85		Safety Requirements for the Packaging and Transportation of Hazardous Materials, Hazardous Substances, and Hazardous Wastes
DOE	5480.4	5/15/84	1/7/93	Environmental Protection Safety and Health Protection Standards
DOE	5480.7A	2/17/93		Fire Protection
DOE	5480.8A	6/26/92	10/19/92	Contractor Occupational Medical Program

DOE	5480.9A	4/13/94		Construction Project Safety and Health Program
DOE	5480.10	6/26/85		Contractor Industrial Hygiene Program
DOE	5480.11	12/21/88	6/17/92	Radiation Protection for Occupational Workers
DOE	5480.13A	2/23/93		Aviation Safety
DOE	5480.15	12/14/87		DOE Laboratory Accreditation Program for Personnel Dosimetry
DOE	5480.17	10/5/88		Site Safety Representatives
DOE	5480.19	7/9/90	5/18/92	Conduct of Operations Requirements for DOE Facilities
DOE	5480.21	12/24/91		Unreviewed Safety Questions
DOE	5480.28	1/15/93		Natural Phenomena Hazard Mitigation
DOE	5480.29	1/15/93		Employee Concerns Management System
DOE	5481.1B	9/23/86	5/19/87	Safety Analysis and Review System
DOE	5482.1B	9/23/86	11/18/91	Environmental, Safety and Health Appraisal Program
DOE	5483.1A	6/22/83		Occupational Safety and Health Program for DOE Contractor Employees at Government-owned, Contractor-operated Facilities
DOE	5484.1	2/24/81	10/17/90	Environmental Protection, Safety and Health Protection Information Reporting Requirements
DOE	5500.1B	4/30/91	2/27/92	Emergency Management System
DOE	5500.2B	4/30/91	2/27/92	Emergency Categories, Classes, and Notification and Reporting Requirements
DOE	5500.3A	4/30/91	2/27/92	Planning and Preparedness for Operational Emergencies

DOE	5500.4A	6/8/92		Public Affairs Policy and Planning Requirements for Emergencies
DOE	5500.5A	6/8/92		Public Affairs Policy and Planning Requirements for a Fuel Supply Disruption Emergency
DOE	5500.7B	10/23/91		Emergency Operating Records Protection Program
DOE	5500.8A	7/8/92		Energy Emergency Planning and Management
DOE	5500.9A	7/8/92		Emergency Planning, Preparedness, and Response to Continuity of Government Emergencies
DOE	5500.10	4/30/91	2/27/92	Emergency Readiness Assurance Program
DOE	5530.1A	9/20/91		Accident Response Group
DOE	5560.1A	5/8/85		Priorities and Allocations Program
DOE	5630.11B	8/02/94		Safeguards and Security Program
DOE	5630.12A	6/23/92		Safeguards and Security Inspection and Assessment Program
DOE	5630.13A	6/8/92		Master Safeguards and Security Agreements
DOE	5630.14A	6/9/92		Safeguards and Security Program Planning
DOE	5630.17	9/29/92		Safeguards and Security Standardization Program
DOE	5631.1C	5/4/94		Safeguards and Security Awareness Program
DOE	5631.2C	9/15/92	2/17/94	Personnel Security Program
DOE	5631.4A	7/8/92		Control of Classified Visits
DOE	5631.6A	9/15/92		Personnel Security Assurance Program
DOE	5632.1C	7/15/94		Protection and Control of Safeguards and Security Interests

DOE	5632.7A	4/13/94		Protective Force Program
DOE	5634.1B	9/15/92		Facility Approvals, Security Surveys, and Nuclear Materials Surveys
DOE	5634.3	6/14/93		Foreign Ownership, Control or Influence Program
DOE	5635.4	2/3/88	4/24/92	Protection of Unclassified Controlled Nuclear Information
DOE	5639.1	10/19/92		Information Security Program
DOE	5639.3	9/15/92		Violation of Laws, Losses, and Incidents of Security Concerns
DOE	5639.5	8/3/92	6/18/93	Technical Surveillance Countermeasures Program
DOE	5639.7	4/30/92		Operations Security Program
DOE	5639.8A	7/23/93		Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE	5650.2B	4/28/93		Identification of Classified Information
DOE	5650.3A	6/8/92		Identification of Unclassified Controlled Nuclear Information
DOE	5670.1A	1/15/92		Management and Control of Foreign Intelligence
DOE	5670.3	9/4/92		Counterintelligence Program
DOE	5700.2D	6/12/92		Cost Estimating, Analysis, and Standardization
DOE	5700.6C	8/21/91		Quality Assurance
DOE	5700.7C	5/18/92		Work Authorization System
DOE	5820.2A	9/26/88		Radioactive Waste Management
DOE	6430.1A	4/6/89		General Design Criteria Manual

ALBUQUERQUE OPERATIONS OFFICE ORDERS
APPLICABLE TO GJPO

<u>ORDER NUMBER</u>	<u>DATE</u>	<u>LAST CHG</u>	<u>TITLE</u>
AL 1240.2A	12/20/89		Unclassified Visits and Assignments by Foreign Nationals
AL 1322.2B	4/19/88		Forms Management
AL 1324.2	5/10/84		Records Disposition
AL 1324.3	2/5/82		Files Management
AL 1324.4	9/21/84		Micrographics Management
AL 1324.5A	1/5/93		Records Management Program
AL 1330.1D	11/2/92		Computer Software Management
AL 1340.1A	8/6/90		Printing and Related Activities
AL 1360.1A (Rev.1)	12/27/89	3/3/90	Acquisition and Management of Computing Resources
AL 1360.2B	3/31/94		Unclassified Computer Security Program
AL 1360.3	10/22/81		Automatic Data Processing and Data Communications Standards
AL 1360.6 (Rev. 1)	4/11/91		Automatic Data Processing Equipment/Data Systems
AL 1540.1	2/16/89	7/24/90	Materials Transportation and Traffic Management
AL 1540.2	9/14/88		Hazardous Material Packaging for Transportation - Administration Procedures
AL 1800.1	2/16/84		Privacy Act
AL 3220.2A	1/25/93		Equal Opportunity in Operating and On-site Service Contractor Facilities

AL	3220.3A	6/28/93		Human Resource Development for Management and Operating Contractors
AL	3220.4	9/1/85		Contractor Personnel and Industrial Relations Reports
AL	3220.6	12/9/91		Federal Labor Standards
AL	3309.1	7/30/92		Notification of Reduction-in-Force of Department of Energy Management and Operating Contractors
AL	3792.2	5/13/91		Albuquerque Operations Office Smoking Policy
AL	4010.1	2/20/90		Value Engineering
AL	4210.7B	4/6/93		Indirect Cost Rate Responsibilities
AL	4220.4	8/27/86		Organizational Conflict of Interest Processing Procedures
AL	4300.1B	7/30/90		Real Estate Management
AL	4300.2B	9/16/92		Non-Department of Energy Funded Work (Work for Others)
AL	4700.1	7/2/90		AL Project Management System
AL	5300.1B	8/28/90	3/28/91	Telecommunications
AL	5400.2A	7/13/93		Environmental Compliance Issue Coordination
AL	5400.5	9/9/93		Radiation Protection of the Public and the Environment
AL	5440.1D	3/19/92		Department of Energy Albuquerque Field Office National Environmental Policy Act Compliance Program
AL	5480.1 Ch. VIII	6/14/82		Contractor Occupational Medical Program
AL	5480.1 Ch. XII	12/18/81		Prevention, Control and Abatement of Environmental Pollution
AL	5480.1B	2/19/87		Environment, Safety and Health Program for AL Operations

AL	5480.3	8/17/87		Safety Requirements for the Packaging and Transportation of Hazardous Materials, Hazardous Substances and Hazardous Wastes
AL	5480.4	7/29/88		Environmental Protection, Safety, and Health Protection Standards
AL	5480.9	1/26/89		Construction Safety and Health Program
AL	5480.11	6/4/92		Radiation Protection for Occupational Workers
AL	5480.13A	11/30/93		Aviation Operations and Safety
AL	5480.21 (Rev.1)	5/12/94		Unreviewed Safety Questions
AL	5481.1B	1/27/88		Safety Analysis and Review System
AL	5482.1A	4/30/84		AL Environmental, Safety and Health (ES&H) Appraisal Program
AL	5483.1A	10/19/84		Occupational Safety and Health Program for DOE Contractor Employees at Government-Owned, Contractor-Operated Facilities
AL	5484.1	8/23/82	10/8/86	Environmental Protection, Safety and Health Protection Information Reporting Requirements
AL	5500.4	9/30/82		Public Affairs Policy and Planning Requirements for Emergencies
AL	5700.2C	7/8/88		Cost Estimating
AL	57XA (Rev.2)	5/28/93		Standards and Calibration Program
AL	57XB (Rev.1)	5/31/94	6/15/94	Suspect Parts Plan



PART III
SECTION J
ATTACHMENT I
DIVERSITY PLAN

GUIDANCE FOR PREPARATION OF DIVERSITY PLAN

The purpose of this Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the Diversity elements and where these issues may already be addressed in a contract package. To the extent these issues are already addressed in a contract, the Contractor need only summarize or cross reference the parts of the Plan directly developed elsewhere in the contract.

Work Force

Most federal Government procurement actions include provisions on Equal Opportunity and Affirmative Action. These provisions are found in the series of clauses at FAR 52.222 (48 CFR 52.222) and regulatory guidance is found at FAR Part 22 (48 CFR Part 22). The Contractor should discuss its policies and plans for implementation of these provisions in its operations. If the Contractor already has procedures in place, these should be discussed and copies of any policies provided.

Educational Outreach

The Contractor should outline or discuss any programs already provided, or which it intends to provide, which will provide employees an opportunity to improve their employment skills and opportunities. These programs may already be discussed in the offer submitted under a RFP or the Personnel Appendix of an executed contract and could include: educational assistance allowances, provisions for outside training programs either during or outside regular work hours, and executive training programs for non-executive employees. The Contractor should also discuss any plans to participate in any programs supporting Historically Black Colleges and Universities.

Employee training and educational opportunities may be a subject largely controlled by the unions at a site, particularly through bargaining agreements. If that is the case, it is not the Department's intent that the Contractor develop an independent structure for employee training and educational opportunities. In preparation of its Diversity Plan, the Contractor should outline the requirements already placed on it under existing bargaining agreements, discuss any proposals for changes to be raised at any future bargaining sessions, and discuss any educational or training programs which it operates, or will operate independently of those provided by the unions.

Stakeholder Involvement and Outreach

An offer submitted under a RFP or the Personnel Appendix of an executed contract may include a section already dealing with stakeholder involvement and outreach activities. Contractor stakeholder relations activities could include support for the following activities: support for science, mathematics and engineering education; support for stakeholder service organizations; assistance to Governmental and stakeholder service organizations for equal opportunity activities; and stakeholder assistance in connection with work force reduction plans. The Contractor may provide support to these activities through direct sponsorship or making individual employees available to work with the

specific stakeholder activity. Depending upon the terms negotiated between the Department and the Contractor, some of these costs may be reimbursable. The Contractor's Diversity Plan should discuss the Contractor's existing and planned activities prompting stakeholder involvement of its employees as well as the corporation.

Subcontracting

If the Contractor is participating, or plans to participate, in the Department's Mentor Protégé Program, this involvement, or planned involvement, should be summarized or discussed. Information concerning its subcontracting plans already developed and submitted by the Contractor does not need to be redeveloped or renegotiated by the Contractor.

Economic Development (Including Technology Transfer)

Many of the Department's contract actions include Technology Transfer provisions which may be found in the H Section, Special Contract Provisions, or among the patent and intellectual property clauses of Section I, Standard Clauses. Planning or activities developed under the Technology Transfer clause may apply to this element of the Contractor's Diversity Plan. Additionally, some of the subcontracting activities planned by the Contractor with small businesses or small disadvantaged businesses may be entered into for the purpose of assisting the economic development of or transferring technology to such a business. The Contractor's Diversity Plan should outline and discuss its planned activities promoting economic diversification of the local community.



PART III

SECTION J

ATTACHMENT J

U.S. DEPARTMENT OF LABOR
WAGE DETERMINATION

with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

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

Alan L. Moss
Alan L. Moss
Director

Division of
Wage Determinations

Wage Determination No.: 94-2083
Revision No.: 2
Date of Last Revision: 08/08/1994

State(s): Colorado

Area: COLORADO COUNTIES OF ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE,
CONEJOS, COSTILLA, CROWLEY, CUSTER, DELTA, DOLORES, EAGLE, FREMONT,
GARFIELD, GUNNISON, HINSDALE, HUERFANO, KIOWA, LA PLATA, LAKE,
LAS ANIMAS, MESA, MINERAL, MOFFAT, MONTEZUMA, MONTROSE, OTERO, OURAY,
PITKIN, FLOWERS, PUEBLO, RIO BLANCO, RIO GRANDE, ROUTT, SAGUACHE,
SAN JUAN, SAN MIGUEL.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 7.80
01012 Accounting Clerk II	\$ 8.87
01013 Accounting Clerk III	\$ 9.16
01014 Accounting Clerk IV	\$ 9.37
01030 Court Reporter	\$ 11.00
01050 Dispatcher, Motor Vehicle	\$ 9.37
01060 Document Preparation Clerk	\$ 7.80
01090 Duplicating Machine Operator	\$ 7.80
01110 Film/Tape Librarian	\$ 8.78
01115 General Clerk I	\$ 6.33
01116 General Clerk II	\$ 7.05
01117 General Clerk III	\$ 8.58
01118 General Clerk IV	\$ 9.16
01120 Housing Referral Assistant	\$ 11.23
01131 Key Entry Operator I	\$ 6.66
01132 Key Entry Operator II	\$ 8.25
01191 Order Clerk I	\$ 7.00
01192 Order Clerk II	\$ 7.80
01220 Order Filler	\$ 10.05
01261 Personnel Assistant (Employment) I	\$ 6.33
01262 Personnel Assistant (Employment) II	\$ 7.05
01263 Personnel Assistant (Employment) III	\$ 8.58
01264 Personnel Assistant (Employment) IV	\$ 9.16
01270 Production Control Clerk	\$ 11.23
01290 Rental Clerk	\$ 8.46
01300 Scheduler, Maintenance	\$ 8.78
01311 Secretary I	\$ 8.46
01312 Secretary II	\$ 11.00
01313 Secretary III	\$ 11.23
01314 Secretary IV	\$ 12.48
01315 Secretary V	\$ 12.83
01320 Service Order Dispatcher	\$ 8.46

NDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.19
15030 Counter Attendant	\$ 5.19
15040 Dry Cleaner	\$ 6.41
15070 Finisher, Flatwork, Machine	\$ 5.19
15090 Presser, Hand	\$ 5.19
15100 Presser, Machine, Dry Cleaning	\$ 5.19
15130 Presser, Machine, Shirts	\$ 5.19
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.19
15190 Sewing Machine Operator	\$ 6.74
15220 Tailor	\$ 7.12
15250 Washer, Machine	\$ 5.64

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 12.46
19040 Tool and Die Maker	\$ 13.91

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 10.64
21020 Material Coordinator	\$ 11.22
21030 Material Expediter	\$ 11.22
21040 Material Handling Laborer	\$ 9.30
21071 Forklift Operator	\$ 9.55
21100 Shipping/Receiving Clerk	\$ 10.64
21130 Shipping Packer	\$ 10.64
21150 Stock Clerk	\$ 8.80
21210 Tools and Parts Attendant	\$ 10.05
21400 Warehouse Specialist	\$ 10.64

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 12.84
23040 Aircraft Mechanic Helper	\$ 10.05
23060 Aircraft Servicer	\$ 11.22
23070 Aircraft Worker	\$ 11.77
23100 Appliance Mechanic	\$ 12.46
23120 Bicycle Repairer	\$ 10.55
23125 Cable Splicer	\$ 12.84
23130 Carpenter, Maintenance	\$ 12.46
23140 Carpet Layer	\$ 11.77
23160 Electrician, Maintenance	\$ 12.84
23181 Electronics Technician, Maintenance I	\$ 9.98
23182 Electronics Technician, Maintenance II	\$ 12.27
23183 Electronics Technician, Maintenance III	\$ 14.84
23260 Fabric Worker	\$ 10.69
23290 Fire Alarm System Mechanic	\$ 12.84
23310 Fire Extinguisher Repairer	\$ 11.22
23340 Fuel Distribution System Mechanic	\$ 12.84
23370 General Maintenance Worker	\$ 11.77
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 12.84

23430 Heavy Equipment Mechanic	\$ 12.84
23460 Instrument Mechanic	\$ 12.84
23500 Locksmith	\$ 12.46
23530 Machinery Maintenance Mechanic	\$ 12.84
23550 Mechanic, Maintenance	\$ 12.84
23580 Maintenance Trades Helper	\$ 10.36
23640 Millwright	\$ 12.84
23700 Office Appliance Repairer	\$ 12.46
23740 Painter, Aircraft	\$ 12.46
23760 Painter, Maintenance	\$ 14.46
23790 Pipefitter, Maintenance	\$ 12.84
23800 Plumber, Maintenance	\$ 14.46
23820 Pneumatic Systems Mechanic	\$ 12.84
23850 Rigger	\$ 12.84
23870 Scale Mechanic	\$ 11.77
23890 Sheet-metal Worker, Maintenance	\$ 12.84
23910 Small Engine Mechanic	\$ 11.77
23930 Telecommunications Mechanic I	\$ 12.84
23940 Telecommunications Mechanic II	\$ 13.55
23950 Telephone Lineman	\$ 12.84
23960 Welder, Combination, Maintenance	\$ 12.84
23965 Well Driller	\$ 12.84
23970 Woodcraft Worker	\$ 12.84
23980 Woodworker	\$ 11.77

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 8.96
24600 Chore Aide	\$ 7.70
24630 Homemaker	\$ 12.41

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 12.84
25040 Sewage Plant Operator	\$ 12.46
25070 Stationary Engineer	\$ 12.84
25190 Ventilation Equipment Tender	\$ 10.05
25210 Water Treatment Plant Operator	\$ 12.46

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 6.33
27010 Court Security Officer	\$ 7.05
27040 Detention Officer	\$ 7.05
27070 Firefighter	\$ 7.05
27101 Guard I	\$ 5.03
27102 Guard II	\$ 6.33
27130 Police Officer	\$ 7.05

TECHNICAL:

29020 Archeological Technician	\$ 12.96
29030 Cartographic Technician	\$ 12.96
29040 Civil Engineering Technician	\$ 12.96
29061 Drafter I	\$ 8.33
29062 Drafter II	\$ 9.36
29063 Drafter III	\$ 10.46
29064 Drafter IV	\$ 12.96
29070 Embalmer	\$ 15.85
29081 Engineering Technician I	\$ 8.33

set by the terms of the Government contract, by the contractor, by law, or by the nature of the work. there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Titles and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's

recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

PART III

SECTION J

ATTACHMENT K

GUIDANCE FOR ENVIRONMENT, SAFETY
& HEALTH MANAGEMENT PLAN

responsibilities, when appropriate (particularly where a corporate performance guarantee is provided under the contract), and:

(h) describe provisions for recognizing equivalent training and/or reciprocity for training and flow down of ES&H training requirements to subcontractors.

Compliance with Safety and Health Standards

The Plan shall confirm the contractor's commitment to comply with applicable regulations including, but not limited to, those promulgated by the U.S. Department of Labor and appropriate safety and health standards. The Plan shall indicate the contractor's management position which will be the on-site designated representative responsible for resolving contractor and subcontractor safety and health issues.

Environmental Compliance

The Plan shall include provisions for an environmental protection program and describe the methods which will ensure that environmental requirements are considered in all phases of contract activities. The Plan shall indicate the contractor's management position what will be the on site designated representative responsible for all contractor and subcontractor environmental issues.

Worker Participation

The Plan shall describe the framework to be established by the contractor for worker participation on environment, safety and health issues in the development of work plans and procedures for completing work assignments and promoting an understanding of workplace hazards.

Work Planning

The Plan shall describe the system the contractor will use to ensure that tasks performed directly or indirectly by the contractor or subcontractors working on-site are preplanned to promote environmental protection and compliance, identification and analysis of safety and health hazards, and protection of workers and the public.

Evaluation and Corrective Action

Self-evaluation is required in certain provisions of this contract. The Plan shall describe how these self-evaluations will provide for an internal environmental, safety and health performance evaluation and corrective action system. The Plan shall describe how management will continually assess the adequacy and implementation of the ES&H program to assure continuous improvement and that deficiencies are corrected in a cost effective manner.

NOTE: This Plan is the current DOE ES&H Management Plan that is described in the "DOE ES&H Management Plan Guidance Manual" augmented to include the provisions of this appendix.

