AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 OF PAGES

CONTRACT NO. (Proc. Inst. Ident.)	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
DE-AC13-95GJ87460	7-1-96	DE-AC13-96GJ87460.000

5. ISSUED BY	CODE	6. ADMINISTERED BY (If other than Item 5)	CODE
U.S. Department of Energy Albuquerque Operations Office P.O. Box 5400 Albuquerque, NM 87185-5400		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)	8. DELIVERY
WASTREN, INC. 477 SHOUP AVE., SUITE 209 IDAHO FALLS, BONNEVILLE, IDAHO 83402	FOB ORIGIN x OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM See Section G
CODE FACILITY CODE	

11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
NA		U.S. Treasury after approval by DOE	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	14. ACCOUNTING AND APPROPRIATION DATA
10 U.S.C. 2304(c)( ) 41 U.S.C. 253(c)( )	B&R APPROP. SYM. ALLOT. SYM. AMOUNT EX205001 89X0224 911 AL6491 $1,500,000

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B				
				15G. TOTAL AMOUNT OF CONTRACT	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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x	A	Solicitation/Contract Form		x	I	Contract Clauses	
x	B	Supplies or Services and Prices/Costs				PART III - LIST OF DOCUMENTS, EXHIBITS, ATTACHMENTS	
x	C	Description/Specs./Work Statement		x	J	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 on 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.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER (Type or print)
STAN W. MILLS, CFO/TREASURER	

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY S.W. Mills (Signature of person authorized to sign)	3/28/96	BY Robert C. Shaw (Signature of Contracting Officer)	

PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.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."

B.02 ESTIMATED COST, BASE, AND AWARD FEE

Fixed

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 $ 318,699 (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 $ ~~3,891,409~~ #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.

h. 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."

[illegible] hrs/yr ÷ 1766 hrs/person = 265 people

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

a. The Contractor shall provide an estimated total of 1,489,660 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:

(1) FIRST OPTION PERIOD

Option Period of Performance:	12 months
DPLH:	Estimated DPLH : 496,620
Estimated Cost:	$ 18,958,903
Firm Fixed Price Effort:	$ 1,209,940
Base Fee:	$ -0-
Award Fee:	$ 1,008,150
Total Estimated Cost, Firm Fixed Price Items, Plus Base/Award Fee:	$ 21,176,993

(2) SECOND OPTION PERIOD

Option Period of Performance:	12 months
DPLH:	Estimated DPLH 496,620
Estimated Cost:	$ 19,399,376
Firm Fixed Price Effort:	$ 1,231,736
Base Fee:	$ -0-
Award Fee:	$ 1,031,263
Total Estimated Cost, Firm Fixed Price Items, Plus Base/Award Fee:	$ 21,662,377

B.05 DOWNWARD ADJUSTMENTS TO BASE AND AWARD FEE POOL

The Government shall accept the final product without a downward adjustment in the base/award fee pool if the LOE provided is within 90-100 percent of the estimated DPLH for a base period of 36 months from the effective date of the contract. If the actual LOE is less than 90 percent of the estimated DPLH, an equitable downward adjustment to the base and award fee pool will be negotiated between the Government and the Contractor.

The Government shall accept the final product without a downward adjustment in the base/award fee pool if the LOE provided is within 94-100 percent of the estimated DPLH for any additional one-year option periods. If the actual LOE is less than 94 percent of the estimated DPLH, an equitable downward adjustment to the base and award fee pool will be negotiated between the Government and the Contractor.

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

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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

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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 I - SECTION E

INSPECTION AND ACCEPTANCE

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PART I - 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

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PART I - SECTION F

DELIVERIES OR PERFORMANCE

F.01 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

FAR NUMBER	CLAUSE TITLE	DATE OF CLAUSE
52.212-13	Stop-Work Order (Apr 1984) Alternate I	AUG 1989
52.247-34	F.O.B. Destination	JAN 1991

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

NONE

F.02 PERIOD OF PERFORMANCE

The final completion of this contract, including completion and submission of all reports required by Part III, Section J, Attachment B, shall be 36 months after the effective date of this contract. All services under the contract may be extended for two (2) additional one-year periods in accordance with the Section B paragraph entitled "Option to Extend the Duration of the Contract Services." If the option periods are exercised, the total contract term shall be completed 60 months after the effective date of the contract.

The transition period of performance is 7/1/96 - 9/4/96 M001

F.03 PRINCIPAL PLACE OF PERFORMANCE

Primary performance will take place on-site at DOE-GJPO, located in Grand Junction, Colorado. Other places of performance will be identified by task order.

PART I

SECTION G

CONTRACT ADMINISTRATION

PART I - SECTION G

CONTRACT ADMINISTRATION DATA

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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, should be addressed as follows:

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 provided 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

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

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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.

H.07 KEY/CRITICAL WORK AREA PERSONNEL

Transfers

a. The personnel specified in Part III, Section J, Attachment D, "Key/Critical Work Area Personnel and Qualifications," are considered to be essential to the work being performed under this contract. The Contractor shall use his best efforts to ensure that the persons designated in Attachment D will be in its employ and on site at the Grand Junction Project Office on the effective date of the contract, and will continue in their positions, unless they resign or are involuntarily separated for cause, for a period of at least 18 months for Key Personnel and at least 12 months for Critical Work Area Personnel.

b. Notwithstanding the contract cost principles set forth in the contract clauses, and those provided in Part 31 of the Federal Acquisition Regulations (FAR), as amended by Part 931 of the Department of Energy Acquisition Regulations, the Contractor agrees to a reduction of any award fee earned, pursuant to H.23 Determination of Award Fee Earned in accordance with the provisions provided below.

c. If a Key Personnel or a Critical Work Area Personnel identified in the Contractors proposal is not available by the effective date of the contract and will not therefore perform, excluding reasons beyond the control of the Contractor such as death or illness, the contractor agrees as follows:

A reduction will be made equal to (6 for Key Personnel or 3 for Critical Work Area Personnel) times one-half of the monthly salary of each absent person, as stated in the Contractor's proposal, from the award fee earned at the end of the first award fee period of this contract. This reduction recovers the cost to the government of loss of the available person and the cost of reviewing and approving replacements.

d. If a Key Personnel or Critical Work Area Personnel identified in the Contractors proposal is late in arriving on site at the Grand Junction Project Office after the effective date of the contract, a reduction will be made for each late person from the award fee earned at the end of the award fee period in which the person arrives on site, in accordance with the following formula:

(1) Identify the number of days the person was late arriving (actual arrival date minus scheduled date). Divide the number by 30. The whole number, without the remainder, constitutes the number of whole months where performance could not be provided.

(2) If the remainder from (1) is equal to or greater than 0.5 this will be rounded to one month. If less than 0.5 then no additional month will accrue.

(3) Add the months in (1) plus (2) and this constitutes the total months the employee will not be available.

(4) Multiply the months in (3) above times the full monthly salary of the person, as stated in the Contractor's proposal. This reduction covers the cost to the government of loss of the available person and the cost of reviewing and approving a replacement.

e. 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.

i. 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.

j. 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.

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.11 AUTOMATED DATA PROCESSING EQUIPMENT (ADPE) USAGE

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

H.12 ADPE LEASING

a. If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.

b. The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

H.13 STANDARD INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability Insurance:

(1) The amount required by the State of Colorado under applicable Worker's Compensation and occupational disease statutes.

(2) Employer's liability insurance in the amount of $500,000.

b. General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least $1,000,000 per occurrence.

c. Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $500,000 per person and $1,000,000 per occurrence for bodily injury and $100,000 per occurrence for property damage.

d. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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.

H.17 ENVIRONMENT, HEALTH, AND SAFETY (GOVERNMENT-OWNED OR LEASED)

a. 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.

b. (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.

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c. 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.

c. 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:

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

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 Contractors 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 discus 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.

(5) The Contracting Officer shall sign the task order and distribute the final approved task order. Upon receipt of the final task order approved as signed by the DOE Contracting Officer, the Contractor shall commence work as required by the task order.

(6) Task order amendments shall be prepared and processed in the same manner as task orders.

c. Administration of Task Orders.

(1) The COR will establish and maintain a current list of all task orders which, as a minimum, identifies total funds and personnel hours, both allocated to active task orders and expended on completed task orders. The COR will also implement internal management procedures appropriate to the contract to maintain cognizance of resources, technical status and schedules for each task order and for the total contract. The data must be sufficiently detailed and current so that timely action can be taken to make sure no contractor effort is expended on a task order without prior obligation of the proper funds on the contract to cover that effort.

(2) The Contractor shall notify the Contracting Officer in writing, upon having expended 75% of funds designated for the task order, or when it is anticipated that 75% of funds obligated will be expended at the end of the month subsequent to that during which notification is provided. Such notification shall be made for each individual Task Order and shall include the following:

(a) Total hours expended or expected to be expended when 75% expenditure of funds has been reached.

(b) Percentage of completion of effort.

(c) Work accomplished and work remaining to be done.

(d) In the event that the estimated cost to complete is greater than the funds obligated to the Task Order, the Contractor shall submit a written proposal.

d. Order of Precedence These ordering procedures are of a lesser order of precedence than the "Limitation of Funds," "Period of Performance," or "Level of Effort/Direct Productive Labor" clauses of the contract. The Contractor is not authorized to incur costs on Task Assignments which are not in compliance with any of those clauses of the contract.

H.25 GOVERNMENT-FURNISHED FACILITY

The Government shall furnish the Contractor, for contract performance at the Grand Junction Projects Office, with adequate office space. Space allocation map is in Part III, Section J, Attachment C, Government-Furnished Property.

H.25 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 E, Reporting Requirements, and by discussing technical and support services required. to the TAR Contractor

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:

(1) Possible strike situations affecting the facility;

(2) Referral to the Energy Labor-Management Relations Panel;

(3) The National Labor Relations Board at any level;

(4) Recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State Labor law; or

(5) Any grievance which may reasonably be assumed shall be arbitrated under a Collective Bargaining Agreement.

H.31 DIVERSITY

The Contractor shall develop and implement a Diversity Program for the accomplishment of the DOE's Diversity Initiative. A Diversity Plan (covering the five-year term of the Contract) shall be submitted to the Contracting Officer 120 days after the effective date of this Contract. 4 mo 11/1/96

The Diversity Plan shall address the Contractor's approach to ensure an effective Diversity Program (addressing applicable Affirmative Action and Equal Employment Opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) examples of planned initiatives and activities which demonstrate a commitment to a Diversity Program including recruitment strategies for hiring a diverse work force. The Diversity Plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force, (2) educational outreach, (3) stakeholder involvement and outreach; (4) subcontracting, and (5) economic development.

An annual Diversity Report shall be submitted pursuant to Part III, Section J, Attachment B, entitled "Reporting Requirements." This report shall provide a list of accomplishments achieved both internally and externally, projected developments, and any updates/changes to the Diversity Plan during the current reporting period. See Part III, Section J, Attachment I, entitled "Guidance for Preparation of a Diversity Plan."

H.32 CORPORATE HOME OFFICE EXPENSES

No corporate home office expense of the Contractor shall be allowable under this contract without the prior approval of the Contracting Officer.

H.33 LIMITATION OF INDIRECT COSTS

a. Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any indirect costs in excess of the indirect expense dollars derived for each of the Contractor's fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined

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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
Overnead 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.

H.34 COST REDUCTION PROPOSALS

Include in Sub Ks. HNSE 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 or subcontract, where work was performed at the GJPO or at any other Department of Energy site or office.

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 ordinates 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

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PART II - SECTION I

CONTRACT CLAUSES

I.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 I) 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	Payrolls 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	Subcontracts (Labor Standards)	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
52.233-3	Protest After Award (OCT 1995) - Alternate I	JUN 1985
52.236-7	Permits and Responsibilities	NOV 1991
52.237-1	Site Visit	APR 1984
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3*	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Indirect Costs	OCT 1995
52.242-12	Report of Shipment (REPSHIP)	DEC 1989
52.242-13	Bankruptcy	JUL 1995
52.243-2*	Changes - Cost Reimbursement - (APR 1984) - Alternate II	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts)	MAR 1996
52.244-5	Competition in Subcontracting	APR 1984
52-244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1995
52.245-5*	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	JAN 1986
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-5	Inspection of Services - Cost Reimbursement	APR 1984
52.246-25	Limitation of Liability - Services	APR 1984
52.247-1*	Commercial Bill of Lading Notations	APR 1984
52.247-63	Preference for U.S.-Flag Air Carriers	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 1986

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.

I.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.: S 0 .

FAR 52.232-22, "Limitation of Funds":

The words "base fee" should be submitted 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).

I.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

I.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

I.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.

I.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.

I.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. 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.

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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.

I.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

data that is represented to be proprietary and is related to the performance of this contract or the copying of such data or data that is copyrighted.

c. The Contractor shall furnish to the Contracting Officer, before final payment under this contract, a statement of royalties paid or required to be paid in connection with performing this contract and subcontracts hereunder together with the reasons.

d. The Contractor will be compensated for royalties reported under paragraph c. of this clause, only to the extent that such royalties were included in the contract price and are determined by the Contracting Officer to be properly chargeable to the Government and allocable to the contract. To the extent that any royalties that are included in the contract price are not, in fact, paid by the Contractor or are determined by the Contracting Officer not to be properly chargeable to the Government and allocable to the contract, the contract price shall be reduced. Repayment or credit to the Government shall be made as the Contracting Officer directs. The approval by DOE of any individual payments or royalties shall not prevent the Government from contesting at any time the enforceability, validity, scope of, or title to, any patent or the proprietary nature of data pursuant to which a royalty or other payment is to be or has been made.

e. If, at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of the royalties included in the final contract price as adjusted pursuant to paragraph d. of this clause, the Contractor shall promptly notify the Contracting Officer of that fact and shall reimburse the Government in a corresponding amount.

f. The substance of this clause, including this paragraph f., shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds $250.

I.09 DEAR 952.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACT (SHORT FORM) (MAR 1995)

a. Definitions.

(1) *"Invention"* means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(2) *"Made"* when used in relation to any invention means the conception of first actual reduction to practice of such invention.

(3) *"Nonprofit organization"* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954(26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) *"Practical application"* means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) *"Small business firm"* means a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *"Subject invention"* means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of contract performance.

(7) Agency licensing regulations and agency regulations concerning the licensing of Government-owned inventions means the Department of Energy patent licensing regulations at 10 CFR part 781.

b. Allocation of principles rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practices for or on behalf of the United States the subject invention throughout the world.

c. Invention disclosure, election of title, and filing of patent application by Contractor.

(1) The Contractor will disclose, each subject invention to the Department of Energy (DOE) within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to DOE shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operations, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the DOE, the Contractor will promptly notify that agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying DOE within 2 years of disclosure to DOE. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the

United States, the period for election of title may be shortened by DOE to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

d. Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention --

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that DOE may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum rights to Contractor and protection of the Contractor right to file.

(1) The Contractor will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sub licenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contractor was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provision at 37 CFR part 404 and agency

licensing regulations. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or 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

invention, the following statement, "This invention was made with Government support under (identify the contract) award by the United States Department of Energy. The Government has certain rights in the invention."

g. Subcontracts

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include in all other subcontracts, regardless of tier, for experimental developmental, demonstration, or research work the patents rights clause at 952.227-13.

(3) In the case of subcontracts, at any tier, DOE, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph j. of this clause.

h. Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by that agency in accordance with paragraph j. of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

i. Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a

responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph i. of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States in breach of such agreement.

k. Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when DOE deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10.

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the

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

l. 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 at 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-

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 I (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 provisione 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

's and make related determinations and findings. The 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 I (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)(3) of this provision _____ *[insert ull 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 provisione 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 I (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.

(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-

ped 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. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

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

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

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

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

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

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

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

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

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

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

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

As prescribed in 3.808, insert the following provision:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

As prescribed in 3.808, insert the following clause:

LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)

(a) *Definitions.*

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

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

(a) The awarding of any Federal contract.

(b) The making of any Federal grant.

(c) The making of any Federal loan.

(d) The entering into of any cooperative agreement.

(e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

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

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

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

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

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

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

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

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

(b) *Prohibitions.*

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

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

Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

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

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

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

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

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

(c) *Disclosure.*

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

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

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

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

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

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

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

(d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.

(e) *Penalties.*

(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)

52.204-1 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 I (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

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 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 remain-ing 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—

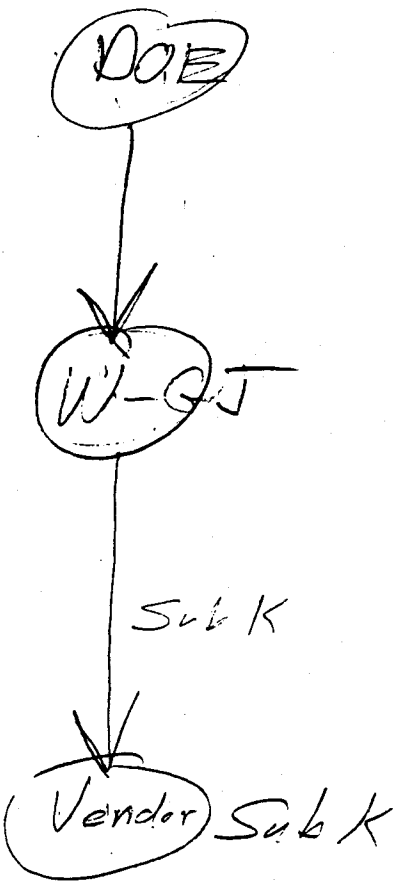
(1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item [*delete one*] covered by this offer;

(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.....


DOE
W-QJ
Sub K
Vendor
Sub K

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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

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

(End of provision)

52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

As prescribed in 9.409(b), insert the following clause:

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

52.209-7 Organizational Conflicts of Interest Certificate—Marketing Consultants.

As prescribed in 9.507-1(b), insert the following provision:

ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE—MARKETING CONSULTANTS (OCT 1995)

(a) *Definitions.*

(1) "Marketing consultant" means any independent

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.

(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 pric-

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

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)

52.215-24 Subcontractor Cost or Pricing Data.

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

SUBCONTRACTOR COST OR PRICING DATA (OCT 1995)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.

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

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), when entered into, the Contractor shall insert either—

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

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

(End of clause)

52.215-25 Subcontractor Cost or Pricing Data—Modifications.

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

SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 1995)

(a) The requirements of paragraphs (b) and (c) of this clause shall (1) become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1); and (2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1) on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-26 Integrity of Unit Prices.

As prescribed in 15.812-2, insert the following clause:

INTEGRITY OF UNIT PRICES (OCT 1995)

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

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

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

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

(End of clause)

Alternate I (APR 1991). As prescribed in 15.812-2(b), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(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 (SEP 1989)

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

(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:

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) (JUL 1995)

(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

(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:

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

the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(3) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraph (a)(1) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt was due solely to mishandling by the Government after receipt at the installation.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of the installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(g) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(End of provision)

52.215-37 [Reserved]

52.215-38 Preparation of Offers—Construction.

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

PREPARATION OF OFFERS—CONSTRUCTION (JAN 1991)

(a) Offers must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing an offer must initial each erasure or change appearing on any offer form.

(b) The offer form may require Offerors to submit offer prices for one or more items on various bases, including—

(1) Lump sum offer;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires an offer on all items, failure to do so will disqualify the offer. If an offer on all items is not required, Offerors should insert the words "no offer" in the space provided for any item on which no price is submitted.

(d) Alternate offers will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB).

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

REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (MAR 1996)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination, reduction, or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share of any amount of previously funded PRB costs which revert or inure to the Contractor. Such equitable share shall reflect the Government's previous participation in PRB 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(f).

(End of clause)

52.215-40 Notification of Ownership Changes.

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

NOTIFICATION OF OWNERSHIP CHANGES (FEB 1995)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, which could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall: (1) maintain current, accurate, and complete inventory records of assets and their costs; (2) provide the ACO or designated representative ready access to the records upon request; (3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and (4) retain and continue to maintain depreciation

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 the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(3) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraph (a)(1) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt was due solely to mishandling by the Government after receipt at the installation.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of the installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(End of provision)

52.215-37 [Reserved]

52.215-38 Preparation of Offers—Construction.

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

PREPARATION OF OFFERS—CONSTRUCTION (JAN 1991)

(a) Offers must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing an offer must initial each erasure or change appearing on any offer form.

(b) The offer form may require Offerors to submit offer prices for one or more items on various bases, including—

(1) Lump sum offer;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires an offer on all items, failure to do so will disqualify the offer. If an offer on all items is not required, Offerors should insert the words "no offer" in the space provided for any item on which no price is submitted.

(d) Alternate offers will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB).

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

REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (FEB 1995)

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

(End of clause)

52.215-40 Notification of Ownership Changes.

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

NOTIFICATION OF OWNERSHIP CHANGES (FEB 1995)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, which could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall: (1) maintain current, accurate, and complete inventory records of assets and their costs; (2) provide the ACO or designated representative ready access to the records upon request; (3) ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and (4) retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirement of FAR 15.804-8(g).

(End of clause)

this section relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (g) of this section, and of this paragraph (h) modified as required by subparagraph (1) of this section.

(i) *Disagreements.* If the Contractor and the Contracting Officer fail to agree upon redetermined prices within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (c) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (e), (f), and (g) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification.

(j) *Termination.* If this contract is terminated before price redetermination, prices shall be established in accordance with this clause for completed supplies and services not terminated. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

52.216-7 Allowable Cost and Payment.

As prescribed in 16.307(a), insert the following clause:

ALLOWABLE COST AND PAYMENT (JUL 1991)

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

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

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

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

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

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

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

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

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

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

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

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

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

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

appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

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

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

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

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

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

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

(End of clause)

(R 7-203.4(a) 1978 SEP)
(R 7-203.4(b) 1979 MAR)
(R 7-203.4(c)(4)(iv))
(R 7-402.3(a) and (c)(5)(iii))
(R 7-605.5)
(R 7-1909.4)
(R 1-7.202-4)
(R 1-7.203-9)
(R 1-3.704-1 and -2)
(R 1-7.402-3(a) and (b)(1) and (3))
(R 1-7.403-9)

52.216-8 Fixed Fee.

As prescribed in 16.307(b), insert the following clause in solicitations and contracts when a cost-plus-fixed-fee contract (other than a facilities contract or a construction contract) is contemplated.

FIXED FEE (APR 1984)

(a) The Government shall pay the Contractor for per-

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 I (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 evaluated 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 I (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

their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

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

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

(d) The term "small business concern owned and controlled by women" shall mean a small business concern (i) 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 (ii) whose management and daily business operations are controlled by one or more women; and

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

(End of clause)

52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan.

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

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

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

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

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

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

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

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

(2) A statement of—

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(iv) Total dollars planned to be subcontracted to

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 I (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 I (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—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a regular dealer in such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

52.219-15 Notice of Participation by Organizations for the Handicapped.

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

NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE HANDICAPPED (APR 1991)

(a) *Definitions.*

"Handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable.

"Public or private organization for the handicapped" means one (1) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (2) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (3) which employs in the production of commodities and in the provision of services handicapped individuals for not less than 75 percent of the direct labor required for the production or provision of the commodities or services.

(b) *Certification.*

The Offeror certifies that it is ☐, is not ☐ a public or private organization for the handicapped. An offeror certifying in the affirmative is eligible to participate in any resultant contract as if it were a small business concern.

(c) *Agreement.*

An Offeror certifying as a public or private organization for the handicapped agrees that at least 75 percent of the direct labor required in the performance of the contract will be performed by handicapped individuals.

(End of clause)

52.219-16 Liquidated Damages—Subcontracting Plan.

As prescribed in 19.708(b)(2), insert the following clause:

LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (OCT 1995)

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

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

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

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

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

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

(End of clause)

standard industrial classification code assigned to a tracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it ☐ is, ☐ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). *(Check one of the following.)*

No. of Employees	*Avg. Annual Gross Revenues*
____ 50 or fewer	____ $1 million or less
____ 51 - 100	____ $1,000,001 - $2 million
____ 101 - 250	____ $2,000,001 - $3.5 million
____ 251 - 500	____ $3,500,001 - $5 million
____ 501 - 750	____ $5,000,001 - $10 million
____ 751 - 1,000	____ $10,000,001 - $17 million
____ Over 1,000	____ Over $17 million

(End of provision)

219-20 Notice of Emerging Small Business Set-Aside.

As prescribed in 19.1007(b), insert the following provision:

NOTICE OF EMERGING SMALL BUSINESS SET-ASIDE (JAN 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

(End of provision)

52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

As prescribed in 19.1007(c), insert the following provision:

SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror represents and certifies as follows:

Offeror's number of employees for the past 12 months ck this column if size standard stated in solicitation is pressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). *(Check one of the following.)*

No. of Employees	*Avg. Annual Gross Revenues*
____ 50 or fewer	____ $1 million or less
____ 51 - 100	____ $1,000,001 - $2 million
____ 101 - 250	____ $2,000,001 - $3.5 million
____ 251 - 500	____ $3,500,001 - $5 million
____ 501 - 750	____ $5,000,001 - $10 million
____ 751 - 1,000	____ $10,000,001 - $17 million
____ Over 1,000	____ Over $17 million

(End of provision)

52.220—52.221 [Reserved]

52.222-1 Notice to the Government of Labor Disputes.

As prescribed in 22.103-5(a), insert the following clause in solicitations and contracts that involve programs or requirements that have been designated under 22.101-1(e):

NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984)

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

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

(End of clause)

52.222-2 Payment for Overtime Premiums.

As prescribed in 22.103-5(b), insert the following clause:

PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

*Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-3 Convict Labor.

As prescribed in 22.202, insert the following clause in solicitations and contracts when the contract is to be performed in any State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Trust Territory of the Pacific Islands; unless—

(a) The contract will be subject to the Walsh-Healey Public Contracts Act (see Subpart 22.6), which contains a separate prohibition against the employment of convict labor;

(b) The supplies or services are to be purchased from Federal Prison Industries, Inc. (see Subpart 8.6); or

(c) The acquisition involves the purchase, from any State prison, of finished supplies that may be secured in the open market or from existing stocks, as distinguished from supplies requiring special fabrication.

CONVICT LABOR (APR 1984)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973.

(End of clause)

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

As prescribed in 22.305, insert the following clause:

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 1995)

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) *Payrolls and basic records.* (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) imple-

menting the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding $100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(End of clause)

52.222-5 [Reserved]

52.222-6 Davis-Bacon Act.

As prescribed in 22.407(a), insert the following clause:

DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 Withholding of Funds.

As prescribed in 22.407(a), insert the following clause:

WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 Payrolls and Basic Records.

As prescribed in 22.407(a), insert the following clause:

PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe

benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 Apprentices and Trainees.

As prescribed in 22.407(a), insert the following clause:

APPRENTICES AND TRAINEES (FEB 1988)

(a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the

job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 Compliance with Copeland Act Requirements.

As prescribed in 22.407(a), insert the following clause:

COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 Subcontracts (Labor Standards).

As prescribed in 22.407(a), insert the following clause:

SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 Contract Termination—Debarment.

As prescribed in 22.407(a), insert the following clause:

CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with CopelandAct Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

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

As prescribed in 22.407(a), insert the following clause:

COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 Disputes Concerning Labor Standards.

As prescribed in 22.407(a), insert the following clause:

DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 Certification of Eligibility.

As prescribed in 22.407(a), insert the following clause:

CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is pre-

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

shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is . . . . . [*Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city*].

(End of provision)

(R 7-2003.14(d) 1978 SEP)

52.222-24 Preaward On-Site Equal Opportunity Compliance Review.

As prescribed in 22.810(c), insert the following provision in solicitations, other than those for construction, when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity, and the amount is expected to be for $1 million or more:

PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of $1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of $1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

(End of provision)

(R 7-2003.14(a) 1970 AUG)

(R 1-12.803-9)

52.222-25 Affirmative Action Compliance.

As prescribed in 22.810(d), insert the following provision in solicitations, other than those for construction, when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity:

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(R 7-2003.14(b) 1979 SEP)

(R 1-12.805-4)

52.222-26 Equal Opportunity.

As prescribed in 22.810(e), insert the following clause in solicitations and contracts (see 22.802) unless all of the terms of the clause are exempt from the requirements of EO 11246 (see 22.807(a)):

EQUAL OPPORTUNITY (APR 1984)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective

bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)
(R 7-103.18 1978 SEP)
(R 1-12.803-2)
(R 7-607.13 1978 SEP)

Alternate I (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

that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; *however*, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)
(R 7-603.60 1978 SEP)

52.222-28 Equal Opportunity Preaward Clearance of Subcontracts.

As prescribed in 22.810(g), insert the following clause:

EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of $1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

(End of clause)
(AV 7-104.22 1971 OCT)

52.222-29 Notification of Visa Denial.

As prescribed in 22.810(h), insert the following clause in contracts that will include the clause at 52.222-26, Equal Opportunity, if the Contractor is required to perform in or on behalf of a foreign country:

NOTIFICATION OF VISA DENIAL (APR 1984)

It is a violation of Executive Order 11246, as amended, for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where the work is to be performed or for whom the work will be performed (41 CFR 60-1.10). The Contractor agrees to notify the Department of State, Washington, DC. Attention: Director, Bureau of Politico-Military Affairs, and the Director, Office of Federal Contract Compliance Programs, when it has knowledge of any employee or potential employee being denied an entry visa to a country in which the Contractor is required to perform this contract, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of clause)
(AV 7-2003.14(c) 1978 SEP)

52.222-30 Reserved.

52.222-31 Reserved.

52.222-32 Reserved.

52.222-33 Reserved.

52.222-34 Reserved.

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans.

As prescribed in 22.1308, insert the following clause in solicitations and contracts when the contract is for $10,000 or more or is expected to amount to $10,000 or more (see 22.1308(a) for exceptions):

AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

(a) *Definitions.*

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause—

(1) Includes, but is not limited to, openings that occur in jobs categorized as—

(i) Production and nonproduction;

(ii) Plant and office;

(iii) Laborers and mechanics;

(iv) Supervisory and nonsupervisory;

(v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than $25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) *General.* (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) *Listing openings.* (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the 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

with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

(End of clause)

(R 7-103.27 1976 JUL)

(R FPR Temp. Reg. 39)

Alternate I (APR 1984). As prescribed in 22.1308(b), if the agency head waives one or more (but not all) of the terms of the clause in accordance with 22.1303(a) or 22.1303(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: [*List term(s)*].

(R 12-1402(d))

52.222-36 Affirmative Action for Handicapped Workers.

As prescribed in 22.1408, insert the following clause in solicitations and contracts that exceed $2,500 or are expected to exceed $2,500. See 22.1408(a) for exceptions.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(a) *General.* (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as—

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.* (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

(End of clause)

(R 7-103.28 1976 MAY)

(R FPR Temp. Reg. 38)

Alternate I (APR 1984). As prescribed in 22.1408(b), when the agency head waives one or more (but not all) of the terms of the clause in accordance with 22.1403(a) or 22.1403(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: [*List term(s)*].

(R 12.1302(d))

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era.

As prescribed in 22.1308(b), insert the following clause:

EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(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.

n/a

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent 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 control or supervision of 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 clear and without subsequent deduction (except as oth-

erwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective Bargaining Agreements Applicable to Service Employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List.* [redacted] mance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a [redacted] certified list of the names of [redacted] contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and Interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

erwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective Bargaining Agreements Applicable to Service Employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List.* [redacted] mance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a [redacted] certified list of the names of [redacted] contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and Interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA).

As prescribed in 22.1006(d) and 22.1012-3(d)(1), insert the following clause:

SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor _____ and the _____ (*union*). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

52.222-48 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical and/or Office and Business Equipment—Contractor Certification.

As prescribed in 22.1006(e)(1), insert the following clause:

EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN ADP, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (OCT 1995)

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies ☐ , does not certify ☐ that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published

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.

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

52.223-6 Drug-Free Workplace.

As prescribed in 23.505(b), insert the following clause:

DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement

required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-7 Notice of Radioactive Materials.

As prescribed in 23.602, insert the following clause:

NOTICE OF RADIOACTIVE MATERIALS
(NOV 1991)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, _____* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) Contain a certification that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-8 Estimate of Percentage of Recovered Material for Designated Items to be Used in the Performance of the Contract.

As prescribed in 23.405(b)(1), insert the following provision:

ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT
(MAY 1995)

(a) By signing this offer, the offeror estimates that the total percentage(s) of recovered material for EPA Designated Items (see 40 CFR, Chapter 1, Subchapter I) 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.

(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.

Excluded End Products	*Country of Origin*
.....	.....
.....	.....
.....	.....

(List as necessary)

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

(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 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;

(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 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 I (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

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:

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, con-figuration, 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;

(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;

patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

Alternate I (JUN 1987). As prescribed in 27.409(b), substitute the following definition for "Limited Rights Data" in paragraph (a) of the clause:

"Limited rights data," as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Alternate II (JUN 1987). As prescribed in 27.409(c), insert the following subparagraph (g)(2) in the clause:

(g)(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUN 1987)

(a) These data are submitted with limited rights under Government Contract No. . . . . (and subcontract . . . . . , if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

—[Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state.]

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Alternate III (JUN 1987). As prescribed in 27.409(d), insert the following subparagraph (g)(3)(i) in the clause:

(g)(3)(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE (JUN 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. . . . . (and subcontract . . . . . , if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) 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;

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

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

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

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

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE SHORT FORM (JUN 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. . . . . (and subcontract, if appropriate) with . . . . . (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished—rights reserved under the Copyright Laws of the United States."

patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

Alternate I (JUN 1987). As prescribed in 27.409(b), substitute the following definition for "Limited Rights Data" in paragraph (a) of the clause:

"Limited rights data," as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Alternate II (JUN 1987). As prescribed in 27.409(c), insert the following subparagraph (g)(2) in the clause:

(g)(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUN 1987)

(a) These data are submitted with limited rights under Government Contract No. . . . . (and subcontract . . . . . , if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

—[Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state.]

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Alternate III (JUN 1987). As prescribed in 27.409(d), insert the following subparagraph (g)(3)(i) in the clause:

(g)(3)(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE (JUN 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. . . . . (and subcontract . . . . . , if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) 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;

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

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

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

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

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE SHORT FORM (JUN 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. . . . . (and subcontract, if appropriate) with . . . . . (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished—rights reserved under the Copyright Laws of the United States."

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

52.227-17 Rights in Data—Special Works.

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

RIGHTS IN DATA—SPECIAL WORKS (JUN 1987)

(a) *Definitions.*

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) *Allocation of Rights.* (1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) *Copyright. (1) Data first produced in the performance of this contract.*

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the

settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(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 accompany 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-

from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) *Technical data certification.* (1) All technical data that are subject to this clause shall be accompanied by the following certification upon delivery:

TECHNICAL DATA CERTIFICATION (JUN 1987)

The Contractor, _____, hereby certifies that to the best of its knowledge and belief the technical data delivered herewith under Government contract No._____ (and subcontract _____, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(End of certification)

(2) The Government shall rely on the certification set out in subparagraph (b)(1) of this clause in accepting delivery of the technical data, and in consideration thereof may, at any time during the period covered by this clause, request correction of any deficiencies which are not in compliance with contract requirements. Such corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data—General clause included in this contract.

(c) *Technical data revision.* The Contractor also agrees, at the request of the Contracting Officer, to revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item (other than technical data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) *Withholding of payment.* (1) At any time before final payment under this contract the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding $100,000 or 5 percent of the amount of this contract, whichever is less, if in the Contracting Officer's opinion respecting any technical data that are subject to this clause, the Contractor fails to—

(i) Make timely delivery of such technical data as required by this contract;

(ii) Provide the certification required by subparagraph (b)(1) of this clause;

(iii) Make the corrections required by subparagraph (b)(2) of this clause; or

(iv) Make revisions requested under paragraph (c) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has delivered the data and/or has made the required corrections or revisions. Withholding shall not be made if the failure to make timely delivery, and/or the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The Contracting Officer may decrease or increase the sums withheld up to the sums authorized in subparagraph (d)(1) of this clause. The withholding of any amount under this paragraph, or the subsequent payment thereof, shall not be construed as a waiver of any Government rights.

(End of clause)

52.227-22 Major System—Minimum Rights.

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

MAJOR SYSTEM—MINIMUM RIGHTS (JUN 1987)

Notwithstanding any other provision of this contract, the Government shall have unlimited rights in any technical data, other than computer software, developed in the performance of this contract and relating to a major system or supplies for a major system procured or to be procured by the Government, to the extent that delivery of such technical data is required as an element of performance under this contract. The rights of the Government under this clause are in addition to and not in lieu of its rights under the other provisions of this contract.

(End of clause)

52.227-23 Rights to Proposal Data (Technical).

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

RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(End of clause)

52.228-1 Bid Guarantee.

As prescribed in 28.101-3(b), insert the following clause in solicitations and contracts:

BID GUARANTEE (APR 1984)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than

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-

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-

and promptly furnish copies of all pertinent papers received by the Contractor. The Contractor shall, if required by the Government, authorize Government representatives to set-tle or defend the claim and to represent the Contractor in or take charge of any litigation. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

52.228-8 Liability and Insurance—Leased Motor Vehicles.

As prescribed in 28.312, insert the following clause in solicitations and contracts for the leasing of motor vehicles (see Subpart 8.11):

LIABILITY AND INSURANCE—LEASED MOTOR VEHICLES (APR 1993)

(a) The Government shall be responsible for loss of or damage to—

(1) Leased vehicles, except for (i) normal wear and tear and (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees; and

(2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage or loss.

(d) 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 interests of the Government 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 written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The Contractor warrants that the contract price includes no cost for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

(End of clause)

52.228-9 Cargo Insurance.

As prescribed in 28.313(a), insert the following clause in solicitations and contracts for transportation or for transportation-related services, except when freight is shipped under rates subject to released or declared value:

CARGO INSURANCE (APR 1984)

(a) The Contractor, at the Contractor's expense, agrees to provide and maintain, during the continuance of this contract, cargo liability insurance of $ . . . . per vehicle to cover the value of property on each vehicle and of $ . . . . to cover the total value of the property in the shipment.

(b) All insurance shall be written on companies acceptable to_____ [*insert name of contracting agency*], and policies shall include such terms and conditions as required by _____ [*insert name of contracting agency*]. As evidence of insurance maintained, a complete duplicate certified copy of the cargo liability insurance policy or policies shall be furnished to _____ [*insert name of contracting agency*]. Evidence of acceptable cargo insurance shall be furnished before commencing operations under this contract.

(c) Each cargo insurance policy shall include the following statement:

It is a condition of this policy that the Company shall furnish—

(1) Written notice to_____[*insert name of contracting agency*], at the address shown on the face sheet of this contract, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy; and

(2) A complete duplicate certified copy of any renewal policy to _____[*insert name of contracting agency*] not less than 15 days prior to the expiration of any current policy on file with _____ [*insert name of contracting agency*].

(End of clause)

52.228-10 Vehicular and General Public Liability Insurance.

As prescribed in 28.313(b), insert a clause substantially the same as the following in solicitations and contracts for transportation or for transportation-related services when the contracting officer determines that vehicular liability or general public liability insurance required by law is not sufficient:

VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than $_____ for each person and $_____ for each occurrence, and (2) property damage of not less than $_____ for each accident and $_____ in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(End of clause)

52.228-11 Pledges of Assets.

As prescribed in 28.203-6, insert the following clause:

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)

52.232-22 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

on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

(R 7-203.3(b) 1966 OCT)
(R 7-402.2(c) & (d) 1966 OCT)
(R 1-7.202-3(b))
(R 1-7.402-2(c) & (d))

52.232-23 Assignment of Claims.

As prescribed in 32.806(a)(1), insert the following clause:

ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

Alternate I (APR 1984). If a no-setoff commitment is to be included in the contract (see 32.801 and 32.803(d)), add the following sentence at the end of paragraph (a) of the basic clause:

Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(R 7-103.8 1962 FEB)
(R 1-30.703 1976 MAY)

52.232-24 Prohibition of Assignment of Claims.

As prescribed in 32.806(b), insert the following clause:

PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15, is prohibited for this contract.

(End of clause)

52.232-25 Prompt Payment.

As prescribed in 32.908(c), insert the following clause:

(a) As authorized in 32.905(a)(1)(ii), the Contracting Officer may modify the date in subdivision (a)(6)(i) of this clause to specify a period longer than 7 days for constructive acceptance, if required to afford the Government a reasonable opportunity to inspect and test the property furnished or evaluate the services performed, except in the case of a contract for the procurement of a brand-name commercial item for authorized resale.

(b) As prescribed in 32.906(a) and only as allowed under agency policies and procedures, the Contracting Officer may insert in paragraph (b) of the clause a period shorter than 30 days (but not less than 7 days) for making contract financing payments.

PROMPT PAYMENT (MAR 1994)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Invoice payments.* (1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat, meat food products, or fish; contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring the submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), will be as close as possible to, but not later than, the seventh day after product delivery.

(iii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iv) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(v) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computa-

tion of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatical-

ly by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor—

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) *Contract financing payments.* (1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (*insert day as prescribed by Agency head; if not prescribed, insert 30th day*) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

52.232-26 Prompt Payment for Fixed-Price Architect-Engineer Contracts.

As prescribed in 32.908(a), insert the following clause:

(a) As authorized in 32.905(b)(4), the Contracting Officer may modify the date in subdivision (a)(5)(i) of this clause to specify a period longer than 7 days for constructive acceptance or constructive approval, if required to afford the Government a practicable opportunity to inspect and test the property furnished or evaluate the services performed.

(b) If applicable, as authorized in 32.906(a) and only as allowed under agency policies and procedures, the Contracting Officer may insert in paragraph (b) of this clause a period shorter than 30 days (but not less than 7 days) for making contract financing payments.

PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (MAR 1994)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Invoice payments.* (1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for work or services accepted by the Government, payments for partial deliveries that have been accepted by the Government, and progress payments based on contracting officer approval of the estimated amount and value of work or services performed.

(2) The due date for making invoice payments shall be as described in this subparagraph (a)(2).

(i) The due date for work or services completed by the Contractor shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) The due date for progress payments shall be the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) However, if the designated billing office fails to annotate the invoice or payment request with the actual date of receipt, the payment due date shall be

Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, then the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause—

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying—

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

52.232-28 Electronic Funds Transfer Payment Methods.

As prescribed in 32.908(d), insert the following clause:

ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(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; or

(B) Regardless of the amount claimed, when using—

(*1*) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(*2*) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative 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 disputes 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, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(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)

Alternate I (DEC 1991). If it is determined under agency

(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; or

(B) Regardless of the amount claimed, when using—

(*1*) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(*2*) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative 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 disputes 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, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(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)

Alternate I (DEC 1991). If it is determined under agency

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 ofthe 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 I (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 I 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 I (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.

(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.

(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 incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work 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.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

Alternate I (APR 1984). If the requirement is for services and no supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(R 7-1909.2 1971 NOV)

Alternate II (APR 1984). If the requirement is for services and supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) 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.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(R 7-1909.2 1971 NOV)
(R 7-103.2 1958 JAN)
(R 1-7.102-2)

Alternate III (APR 1984). If the requirement is for construction, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(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 the plans and specifications or instructions incorporated in the contract.

(R 7-605.2 1967 APR)

Alternate IV (APR 1984). If a facilities contract is contemplated, substitute the following paragraphs (a) and (e) for paragraphs (a) and (e) of the basic clause:

(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 the facilities or work described in the schedule.

(e) Any related contract with the Contractor may be equitably adjusted if it provides for adjustment and is affected by a change ordered under this clause.

(R 7-702.4 1964 SEP)

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) for subparagraphs (a)(1) and (a)(3) of the basic clause:

(1) Drawings, designs, or specifications.

(3) Place of inspection, delivery, or acceptance.

(R 7-404.1 1967 APR)
(R 1-7.404-5)

52.243-3 Changes—Time-and-Materials or Labor-Hours.

As prescribed in 43.205(c), insert the following clause. The 30-day period may be varied according to agency procedures.

CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS (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.

(2) Method of shipment or packing.

(3) Place of delivery.

(4) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, 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) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment

under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(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 series of related changes,

shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

(AV 7-104.90)

52.243-7 Notification of Changes.

As prescribed in 43.107, the contracting officer may insert a clause substantially the same as the following in solicitations and contracts. The clause is available for use primarily in negotiated research and development or supply contracts for the acquisition of major weapon systems or principal subsystems. If the contract amount is expected to be less than $1,000,000, the clause shall not be used, unless the contracting officer anticipates that situations will arise that may result in a contractor alleging that the Government has effected changes other than those identified as such in writing and signed by the contracting officer.

NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within . . . . *(to be negotiated)* calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; *provided,* however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within _____ *(to be negotiated)* calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs

(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 I (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 [redacted] paragraph (b)(2) of this clause.

(2)(i) A [redacted] to be [redacted]

(ii) [redacted] be [redacted]

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) [redacted] the Contractor's cost or price analysis.

(v) [redacted] 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) [redacted] contractor's Disclosure [redacted]

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 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 I (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.

52.244-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts).

As prescribed in 44.204(c), insert the following clause:

SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (APR 1985)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for furnishing any of the work called for in this contract, except for purchase of raw material or commercial stock items.

(b) 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).

(c) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(d) 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.

(End of clause)

52.244-4 Subcontractors and Outside Associates and Consultants.

As prescribed in 44.204(d), insert the following clause in fixed-price architect-engineer contracts:

SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (APR 1984)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

(End of clause)

52.244-5 Competition in Subcontracting.

As prescribed in 44.204(e), insert the following clause:

COMPETITION IN SUBCONTRACTING (APR 1984)

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(End of clause)

52.244-6 Subcontracts for Commercial Items and Commercial Components.

As prescribed in 44.403, insert the following clause:

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-1 Property Records.

As prescribed in 45.106(a), insert the following clause in solicitations and contracts when the conditions in 45.105(b) exist and the Government maintains the Government's official Government property records:

PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

52.245-2 Government Property (Fixed-Price Contracts).

As prescribed in 45.106(b)(1), insert the following clause:

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) *Government-furnished property.* (1) 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 any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this con-

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

Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any—

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss.* (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)—

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage—

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of—

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for—

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; *provided*, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government—

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

Alternate I (JUL 1985). As prescribed in 45.106(f)(2)), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract and that, under the provisions of this contract is to vest in the Government, shall pass to and vest in the Government upon the vendor's delivery of such property. Title to all other property, the cost of which is to be reimbursed to the Contractor under this contract and that under the provisions of this contract is to vest in the Government, shall pass to and vest in the Government upon—

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or its use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) Title to equipment (and other tangible personal property) purchased with funds available for research and having an acquisition cost of less than $5,000 shall vest in the Contractor upon acquisition or as soon thereafter as feasible; *provided*, that the Contractor obtained the Contracting Officer's approval before each acquisition. Title to equipment purchased with funds available for research and having an acquisition cost of $5,000 or more shall vest as set forth in the contract. If title to equipment vests in the Contractor under this subparagraph (c)(4), the Contractor agrees that no charge will be made to the Government for any depreciation, amortization, or use under any existing or future Government contract or subcontract thereunder. The Contractor shall furnish the Contracting Officer a list of all equipment to which title is vested in the Contractor under this subparagraph (c)(4) within 10 days following the end of the calendar quarter during which it was received.

(5) Vesting title under this paragraph (c) is subject to civil rights legislation, 42 U.S.C. 2000d. Before title is vested and by signing this contract, the Contractor accepts and agrees that—

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contemplated financial assistance (title to equipment)."

52.245-19 Government Property Furnished "As Is."

As prescribed in 45.308-2, insert the following clause:

GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

(End of clause)

(AV 7-104.24(e) 1965 APR)

52.246-1 Contractor Inspection Requirements.

As prescribed in 46.301, insert the following clause:

CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-2 Inspection of Supplies—Fixed-Price.

As prescribed in 46.302, insert the following clause:

INSPECTION OF SUPPLIES—FIXED-PRICE (JUL 1985)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; *provided*, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified

maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-5 Inspection of Services—Cost-Reimbursement.

As prescribed in 46.305, insert the following clause in solicitations and contracts for services, or supplies that involve the furnishing of services, when a cost-reimbursement contract is contemplated:

INSPECTION OF SERVICES—COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)
(R 7-1909.5 1971 NOV)

52.246-6 Inspection—Time-and-Material and Labor-Hour.

As prescribed in 46.306, insert the following clause:

INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(This clause shall apply only to those items identified in this contract as being subject to this clause.)

(End of clause)

Alternate I (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.

(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 outsized 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:

Estimated quantity	*Destination*
.....	.....
.....	.....
.....	.....

(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

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.

(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 nonprofit organization under Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Nonprofit Organizations," July 8, 1980, those cost principle shall apply; *provided*, that if the Contractor is a nonprofit institution listed in Attachment C of OMB Circular A-122, the cost principles at FAR 31.2 for commercial organizations shall apply to such contractor.

(f) The Government may, under the terms and conditions it prescribes, make partial payments against costs incurred by the Contractor for the terminated portion of this contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(g) The Contractor has the right of appeal as provided under the Disputes clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (c) and failed to request a time extension, there is no right of appeal.

(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-

52.252-2 Clauses Incorporated by Reference.

As prescribed in 52.107(b), insert the following clause:

CLAUSES INCORPORATED BY REFERENCE
(JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

52.252-3 Alterations in Solicitation.

As prescribed in 52.107(c), insert the following provision in solicitations in order to revise or supplement, as necessary, other parts of the solicitation that apply to the solicitation phase only, except for any provision authorized for use with a deviation. Include clear identification of what is being altered.

ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

(End of provision)

(NM)

52.252-4 Alterations in Contract.

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

(R 7-105.1(a) 1949 JUL)

52.252-5 Authorized Deviations in Provisions.

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

AUTHORIZED DEVIATIONS IN PROVISIONS
(APR 1984)

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

(b) The use in this solicitation of any . . . . . *[insert regulation name]* (48 CFR Chapter . . . . .) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

(NM)

52.252-6 Authorized Deviations in Clauses.

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

AUTHORIZED DEVIATIONS IN CLAUSES
(APR 1984)

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

(b) The use in this solicitation or contract of any . . . . . *[insert regulation name]* (48 CFR . . . . .) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(NM)

52.253-1 Computer Generated Forms.

As prescribed in FAR 53.111, insert the following clause:

COMPUTER GENERATED FORMS (JAN 1991)

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

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

SUBPART 52.3—PROVISION AND CLAUSE MATRIX

52.300 Scope of subpart.

The matrix in this subpart contains a column for each principal type and/or purpose of contract (see 52.101(e)).

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 I (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 I (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)

extent the equitable adjustment arises from the Contractor's failure to perform or from any reasonable remedial action taken by the Contracting Officer based upon the failure.

(b) The failure of the Government to insist, in one or more instances, upon the performance of any term of this contract is not a waiver of the Government's right to future performance of such term, and the Contractor's obligation for future performance of such term shall continue in effect.

(c) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)
(R 7-702.27 1964 SEP)

52.249-14 Excusable Delays.

As prescribed in 49.505(d), insert the following clause in solicitations and contracts for supplies, services, construction, and research and development on a fee basis whenever a cost-reimbursement contract is contemplated. Also insert the clause in time-and-material contracts, labor-hour contracts, consolidated facilities contracts, and facilities acquisition contracts. When used in construction contracts, substitute the words "completion time" for "delivery schedule" in the last sentence of the clause. When used in facilities contracts, substitute the words "termination of work" for "termination" in the last sentence of the clause.

EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless—

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of clause)
(R 7-203.11 1969 AUG)
(R 1-8.708)
(R 7-605.39)
(R 1-7.403-5)
(R 7-702.7)
(R 7-703.7)
(R 1-7.202-11)
(R 1-8.700-2(c))

52.250-1 Indemnification Under Public Law 85-804.

As prescribed in 50.403-3, insert the following clause in contracts whenever the approving official determines that the contractor shall be indemnified against unusually hazardous or nuclear risks (also see 50.403-2(c)):

INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

(b) Under Public Law 85-804 (50 U.S.C 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against—

(1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;

(2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and

(3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

(c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is

(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 (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)

2.249-7 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 (l)(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;

total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (g)(4) above.

(h) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(i) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e) or (g) above or paragraph (k) below, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (e), (g) or (k), the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(j) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(k) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(l)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(m) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(End of clause)

Alternate I (APR 1984). If the contract is for construction, substitute the following subparagraph (g)(4) for subparagraph (g)(4) of the basic clause:

(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 settlement proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the actual work in place is to the total work in place required by the contract.

(R 7-605.26 1974 APR)
(R 1-8.700-2(a)(3))

Alternate II (APR 1984). If the contract is with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, and if the contracting officer determines that the requirement to pay interest on excess partial payments is inappropriate, delete subparagraph (l)(2) from the basic clause.

(R 8-702(d))

Alternate III (APR 1984). If the contract is for construction with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, the following subparagraph (g)(4) shall be substituted for subparagraph (g)(4) of the basic clause. Subparagraph (l)(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.

(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 settlement proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the actual work in place is to the total work in place required by the contract.

(R 7-605.26 1974 APR)
(R 1-8.700-2(a)(3))
(R 8-702d))

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 I 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 polices 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% of more of your organization's voting securities?..... (Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)		
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 organ--zation 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 13G.)		
6. Is your organization indebted to foreign interests?..... (Furnish the amount of indebtness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtness 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 Q, S, W, Y, and Z in Supplement No. 1 in 15 CFR part 770?..... (Discuss in detail any income		

derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.)		
8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names" or in some other method which does not disclose beneficial owner of equitable title?..... (Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)	.....	...
9. Does your organization have interlocking directors with foreign interests?..... (Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)	.....	...
10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classified information or a significant quantity of special nuclear material? (Provide complete information by identifying the individuals and the country of which they are citizens.)		
11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions?..... (Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)	.....	....

Certification

( ) The offeror certifies that the entries made above are accurate, complete, and current to the best of my knowledge and belief and are made in good faith.

( ) The offeror certifies that the information requested above has previously been submitted to DOE as required for a facility security clearance and that the information is accurate, complete and current.

Date Certified _____
By _____
Offeror _____
Title _____
Address _____
Signature and Date _____

(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror to mitigate or avoid FOCI. The contracting officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) The offeror shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to submit the certifications in (c) above directly to the DOE contracting officer.

(f) Information submitted by the offeror in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

Alternate I (December 1993)

If the solicitation is part of the national security program and will require access to proscribed information to enable performance, add the following notice.

NOTICE

Statute prohibits the award of a contract under a national security program to a company owned by an entity controlled by a foreign government unless a waiver is granted by the Secretary of Energy.

[49 FR 12042, Mar. 28, 1984; 49 FR 38951, Oct. 2, 1984, as amended at 56 FR 41965, Aug. 26, 1991, 59 FR 6221, Feb. 10, 1994]

952.204-74 Foreign ownership, control, or influence over contractor.

As prescribed in 904.7005(b), insert the following contract clause in new contracts and contract modifications to existing contracts subject to 904.70.

FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (APR 1984)

(a) For purposes of this clause, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information, special nuclear material as defined in 10 CFR Part 710, may result.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean DOE contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in DEAR 952.204-73. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(e) In those cases where a contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(f) If the contracting officer at any time determines that the contractor is, or is potentially, subject to FOCI, the contractor shall comply with such instructions as the contracting officer shall provide in writing to safeguard any classified information or significant quantity of special nuclear material.

(g) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information or a significant quantity of special nuclear material. Additionally, the contractor shall require such subcontractors to submit a completed certification required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(h) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(i) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on DOE's rights, including its rights to terminate this contract.

(j) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates an FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

952.208 Clauses related to required sources of supply.

952.208-7 Tagging of leased vehicles.

As prescribed in 908.7101-7, insert the following clause when leasing commercial vehicles for periods in excess of 60 days.

TAGGING OF LEASED VEHICLES (APR 1984)

(a) DOE intends to use U.S. Government license tags.

(b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the contractor shall furnish the DOE the documentation required by the State to acquire such tags.

952.208-70 Printing.

As prescribed in 908.802, insert the following clause.

PRINTING (APR 1984)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title 1 of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

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

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

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

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

[49 FR 12042, Mar. 28, 1984; 49 FR 38951, Oct. 2, 1984]

952.209 Clauses related to contractor's qualifications.

952.209-70 Organizational conflicts of interest--disclosure or representation.

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. Any 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

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 I

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 I

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)

The 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

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 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.

As prescribed in 922.7101, insert the clause at 970.5204-59 in contracts other than management and operating contracts that involve work to be performed on-site at a DOE-owned or -leased facility, after adding to the end of paragraph (a) of that clause, the phrase, "with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR part 708." The term "work performed on-site" is defined at 970.2274-1(c).

[57 FR 57638, Dec. 4, 1993 as corrected]

952.223 Clauses related to environment, conservation, and occupational safety.

952.223-71 Safety and health (Government-owned or leased facility).

As prescribed in 923.7002, the clause set forth at 970.5204-2 shall be included in all contracts and subcontracts for, and be made applicable to, work to be performed at a government-owned or leased facility where DOE has elected to assert its statutory authority to establish and enforce occupational safety and health standards applicable to the work conditions of contractor and subcontractor employees, and to the protection of the public health and safety.

952.223-72 Radiation protection and nuclear criticality.

As prescribed in 923.7002, the clause set forth herein shall be included in those contracts or subcontracts for, and be made applicable to, work to be performed at a facility where DOE does not elect to assert its statutory authority to enforce occupational safety and health standards applicable to the working conditions of contractor and subcontractor employees, but does need to enforce radiological safety and health standards pursuant to provisions of the contract or subcontract rather than by reliance upon Nuclear Regulatory Commission licensing requirements (including agreements with states under section 274 of the Atomic Energy Act).

RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)

The contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The contractor shall submit a management program and implementation plan to the contracting officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the contractor fails to comply with said standards and requirements of DOE, the contracting officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

[49 FR 12042, Mar. 28, 1984; 49 FR 38952, Oct. 2, 1984]

952.223-73 [Reserved]

952.223-74 Nuclear facility safety applicability.

The clause set forth in 970.5204-26 shall be included in all contracts and subcontracts for, and be made applicable to, work to be performed at or involving the construction, startup, operation, and decommissioning of DOE-owned nuclear facilities deemed to be exempt from nuclear regulatory licensing requirements. Any deviation in substance affecting the meaning, intent, or basic principles of this clause must be referred to the Procurement Executive for approval. Minor changes in wording which may become necessary in negotiations may be approved by the contracting officer after consultation with the General Counsel.

952.223-75 Preservation of individual occupational radiation exposure records.

This clause shall be included in all contracts containing the DOE standard clause entitled "Safety and Health" (Government-owned or leased facility) at 952.223-71 or "Radiation Protection and Nuclear Criticality" at 952.223-72 or Nuclear Facility Safety Applicability at 952.223-74.

PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

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

[49 FR 12042, Mar. 28, 1984; 49 FR 38952, Oct. 2, 1984]

952.224-70 Paperwork Reduction Act.

Insert the following clause if it is anticipated that information collection from 10 or more persons will be necessary under the contract.

PAPERWORK REDUCTION ACT (APR 1984)

(a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

(b) The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90

days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

952.225-70 Subcontracting for nuclear hot cell services.

As prescribed in 925.7004, insert the following clause in solicitations and contracts.

SUBCONTRACTING FOR NUCLEAR HOT CELL SERVICES
(MAR 1993)

(a) Definitions.
"Costs related to the decommissioning of nuclear facilities," as used in this clause, means any cost associated with the compliance with regulatory requirements governing the decommissioning of nuclear facilities licensed by the Nuclear Regulatory Commission. Such costs for foreign facilities and for Department of Energy facilities are costs of decommissioning associated with the compliance with foreign regulatory requirements or the Department's own requirements.

"Costs related to the storage and disposal of nuclear waste," as used in this clause, means any costs, whether required by regulation or incurred as a matter of prudent business practice, associated with the storage or disposal of nuclear waste.

"Foreign company," as used in this clause, means a company which offers to perform nuclear hot cell services at a facility which is not subject to the laws and regulations of the United States, its agencies, and its political subdivisions.

"Nuclear hot cell services," as used in this clause, means services related to the examination of, or performance of various operations on, nuclear fuel rods, control assemblies, or other components that are emitting large quantities of ionizing radiation, after discharge from nuclear reactors, which are performed in specialized facilities located away from commercial nuclear power plants, generally referred to in the industry as "hot cells."

"Nuclear waste," as used in this clause, means any radioactive waste material subject to regulation by the Nuclear Regulatory Commission or the Department of Energy, or in the case of foreign offers, by comparable foreign organizations.

"United States company," as used in this clause, means a company which offers to perform nuclear hot cell services at a facility subject to the laws and regulations of the United States, its agencies, and its political subdivisions.

(b) In selecting a competitive offer for a first-tier subcontract acquisition of nuclear hot cell services, the contractor shall (1) consider neither costs related to the decommissioning of nuclear waste facilities nor costs related to the storage and disposal of nuclear waste, or (2) add these costs to offers of foreign companies, if--

(i) one or more of the offers is submitted by a United States company and includes costs related to the decommissioning of nuclear facilities and costs related to the storage and disposal of nuclear waste because it is subject to such cost; and

(ii) one or more of the offers is submitted by a foreign company and does not include these types of costs. (A foreign company might not be subject to such costs or might not have to include these types of cost in its offer if the firm is subsidized in decommissioning activity or storage and disposal of nuclear waste, or a foreign government is performing the activities below the actual cost of the activity.).

(c) Upon determining that no offer from a foreign firm has a reasonable chance of being selected for award, the requirements of this clause will not apply.

[58 FR 8909, February 18, 1993 as corrected]

952.226-70 Subcontracting goals under section 3021(a) of the Energy Policy Act of 1992.

As prescribed in 926.7007(a), insert the following provision:

SUBCONTRACTING GOALS UNDER SECTION 3021(A) OF THE ENERGY POLICY ACT OF 1992 (PUB. L. 102-486) (MAY 1995)

(a) Definition.--Energy Policy Act target groups, as used in this provision means:

(1) An institution of higher education that meets the criteria of 34 CFR 600.4(a) and has a student enrollment that consists of at least 20 percent:

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined by the Secretary of Education to be Historically Black Colleges and Universities pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Section 3021 of the Energy Policy Act (Pub. L. 102-486) establishes a goal of award of 10 percent of the contract dollar value for prime and subcontract Energy Policy Act awards to Energy Policy Act target groups.

(c) The offeror, if other than one of the three groups specified in paragraph (a) of this clause, shall submit, as part of its business management proposal or, if this solicitation requires the submission of a Small Business and Small Disadvantaged Business Subcontracting Plan, then as part of that plan, unless otherwise stated in the proposal preparation instructions, individual subcontracting goals for each of the three Energy Policy Act target groups. Individual goals shall be expressed in terms of a percentage of the offeror's proposed contract dollar value. In addition, the offeror shall provide a description of the nature of the effort to be performed by each of the three groups, and, if possible, the identity of the contemplated subcontractor(s).

(d) Unless otherwise stated, such goals shall be considered in the evaluation of the Business Management Proposal as discussed in Section M of this solicitation or, if applicable, as part of the evaluation of the Small Business and Small Disadvantaged Business Subcontracting Plan.

(End of provision)
[60 FR 22301, May 5, 1995]

scope of any licenses or other rights otherwise granted to the Government under any patent.

[49 FR 12042, Mar. 28, 1984; 49 FR 38952, Oct. 2, 1984]

952.227-77 Rights in technical data clause—short form.

As discussed in 927.402-3(g), the following clause may be used in contracts for basic research with educational institutions and in contracts with consultants and in other contracts of a similar nature. The clause shall not be used in any contract where proprietary information of the contractor may be utilized in performance of work under the contract.

RIGHTS IN TECHNICAL DATA—SHORT FORM (APR 1984)

(a) *Definitions.* The definitions of terms set forth in DEAR 927.401 apply to the extent these terms are used herein.

(b) *Allocation of rights.*

(1) The Government shall have:

(i) Unlimited rights in technical data first produced or specifically used in the performance of this contract;

(ii) The right of the contracting officer or his representative to inspect at all reasonable times up to three years after final payment under this contract all technical data first produced or specifically used in the contract (for which inspection the contractor or its subcontractor shall afford proper facilities to DOE); and

(iii) The right to have any technical data first produced or specifically used in the performance of this contract delivered to the Government 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.

(2) The contractor shall have:

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 requirements 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 other use is specifically authorized by prior written approval of the contracting officer.

(c) *Copyrighted material.* (1) The contractor agrees to, and does hereby grant to the Government, and to its officers, agents, servants and employees acting within the scope of their duties:

(i) A royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of and to authorize others to do so, all copyrightable material first produced or composed in the performance of this contract by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and

(ii) A license as aforesaid under any and all copyrighted or copyrightable works not first produced or composed by the contractor in the performance of this contract but which are incorporated in the material furnished under the contract, provided that such license shall be only to the extent the contractor now has, or prior to completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(2) The contractor agrees that it will not knowingly include any material copyrighted by others in any written or copyrightable material furnished or delivered under this contract without a license as provided for in paragraph (c)(1)(ii) hereof, or without the consent of the copyright owner, unless it obtains specific written approval of the contracting officer for the inclusion of such copyrighted material.

[49 FR 12042, Mar. 28, 1984; 49 FR 38952, Oct. 2, 1984]

952.227-78 Rights in technical data—facility.

As discussed in 970.2702 the following clause is to be used in contracts for the operation of Government-owned facilities (GOCO's).

RIGHTS IN TECHNICAL DATA—FACILITY (APR 1984)

(a) *Definitions.*

(1) "Technical data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer software (including computer programs, computer software data bases and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein does not include financial reports, cost analyses, and other information incidental to contract administration.

(2) "Proprietary data" means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) Have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) "Unlimited rights" means rights to use, duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) *Allocation of rights.* (1) The Government shall have:

(i) Ownership in all technical data first produced in the performance of the contract;

(ii) The right to inspect technical data first produced or specifically used in the performance of the contract at all

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 market (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 pubic 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

employee traveling on Government business be furnished with a letter of identification signed by the authorized contracting officer.

(a) *Contracted airlines.* Airlines participating in travel discounts are listed in the Federal Travel Directory (FTD), published monthly by the General Services Administration (GSA). Regulations governing the use of contracted airlines are contained in the Federal Travel Regulation (FTR), 41 CFR Part 301-15, Travel Management Programs. It stipulates that cost-reimbursable contractor employees may obtain discount air fares by use of a Government Transportation Request (GTR), Standard Form 1169, cash or personal credit cards. When the GTR is used, contracting officers may issue a blanket GTR for a period of not less than two weeks nor more than one month. In unusual circumstances, such as prolonged or international travel, the contracting officer may extend the period for which a blanket GTR is effective to a maximum of three months. Contractors will ensure that their employees traveling under GTR provide the GTR number to the contracted airlines for entry on individual tickets and on month-end billings to the contractor.
[60 FR 30005, Jun. 7, 1995]

(b) *Hotels/motels.* Participating hotels and motels which extend discounts are listed in the FTD, which shows rates, facilities, and identifies by code those which offer reduced rates to cost-reimbursable contractor employees while traveling on official contract business.

(c) *Car rentals.* The Military Traffic Management Command (MTMC) Department of Defense, negotiates rate agreements with car rental companies for special flat rates and unlimited mileage. Participating car rental companies which offer these terms to cost-reimbursable contractor employees while traveling on official contract business are listed in the FTD.

(d) *Procedures for obtaining service.* (1) Identification and method of payment requirements for participating Federal contracted airlines are listed in the FTR. Travel discount air fares may be ordered by the issuance of a GTR either directly to the contractor, or to a Scheduled Airline Travel Office (SATO) or Federal Travel Management Center (FTMC), provided the letter of identification signed by the cognizant contracting officer accompanies the order. In appropriate instances, such as geographical proximity, contractors may obtain discount air fares through a DOE office or a cooperating local travel agency when neither a SATO or FTMC is available. Some airlines allow the purchase of discounted air fares with cash or credit card.

(2) In the case of hotel and motel accommodations, reservations may be made by the contractor employee directly with the hotel or motel but the employee must display, on arrival, the letter of identification and any other identification required by the hotel or motel proprietorship.

(3) For car rentals, generally the same procedures as in (d)(2) above will be followed in arranging reservations and obtaining discounts.

(e) *Standard letter of identification.* Contractors shall prepare for the authorizing contracting officer a letter of identification based on the following format:

FORMAT FOR GOVERNMENT CONTRACTORS TO QUALIFY FOR TRAVEL DISCOUNTS (TO BE TYPED ON AGENCY OFFICIAL LETTERHEAD)

To: (*Source of ticketing, accommodations or rental*)
Subject: Official Travel of Government Contractor
(*Full name of traveler*), bearer of this letter, is an employee of (*company name*) which is under contract to this agency under the Government contract (*contract number*). During the period of the contract (*give dates*), the employee is eligible and authorized to use available discount rates for contract-related travel in accordance with your contract and/or agreement with the Federal Government.

(*Signature, title and telephone number of the contracting officer*)
[54 FR 17737, Apr. 25, 1989; 54 FR 26045, June 21, 1989; 60 FR 30005, Jun. 7, 1995]]

method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause in any subcontracts for protective services.

[58 FR 36149, Jul. 6, 1993]

952.245 Clauses related to government property.

952.245-2 Government property (fixed-price contracts).

Modify FAR 52.245-2 by adding "and the DOE Acquisition Regulation Subpart 945.5," after the reference to FAR Subpart 45.5 in the first sentence of paragraphs (e)(1) and (e)(2) of the clause.

952.245-5 Government property (cost reimbursement, time-and-materials, or labor-hour contracts.)

Modify FAR 52.245-5 by adding "and DOE Acquisition Regulation Subpart 945.5" after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause.

952.247-70 Foreign travel.

When foreign travel may be required under the contract, insert the following clause.

FOREIGN TRAVEL (APR 1984)

(a) Foreign travel, when charged directly, shall be subject to the prior approval of the contracting officer for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions.

(b) Request for approval shall be submitted at least 45 days prior to the planned departure date, be on a Request for Approval of Foreign Travel form, and when applicable, include a notification of proposed soviet-bloc travel.

952.249 Clauses related to termination.

952.249-70 Termination clause for cost-reimbursement architect-engineer contracts.

In accordance with the provisions prescribed at 949.505 include the following clause in a cost-reimbursement architect-engineer contract.

TERMINATION (APR 1984)

(a) Notice of termination for default or convenience. The contracting officer may at any time terminate performance of the work under this contract in whole or from time to time in part for the default of the architect-engineer or for the convenience of the Government by written notice to the architect-engineer stating the ground for termination. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which the Government may have against the architect-engineer. Upon receipt of such notice and except as otherwise directed by the contracting officer, the architect-engineer shall:

(1) Stop work under the contract on the date and to the extent specified in the notice of termination;

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated; and

(3) Terminate all orders and subcontracts to the extent they relate to the performance of work terminated by the notice of termination.

(b) Termination for default.

(1) If the architect-engineer refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof; or fails to complete said work within such time; or if the architect-engineer fails to perform any of the other requirements of this contract, and does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure, the contracting officer may terminate for default the architect-engineer's right to proceed with the work as to which there has been delay, provided that the performance of the work shall not be terminated for default because of any delays in the completion of work due to unforeseeable causes beyond the control and without the fault or negligence of the architect-engineer, including, but not restricted to, acts of God, or the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another architect-engineer in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delay of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the architect-engineer and subarchitect-engineers or suppliers; and if the architect-engineer within ten (10) days from the beginning of any such delay (unless the contracting officer grants a further period of time prior to the date of final settlement of the contract) notifies the contracting officer in writing of the causes of delay. The contracting officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal by the architect-engineer to the head of the agency or his designee in accordance with "Disputes" clause of this contract.

(2) If, after notice of termination of this contract for default under (1) above, it is determined for any reason that the architect-engineer was not in default pursuant to (1), or that the architect-engineer failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the architect-engineer pursuant to the provisions of this clause relating to excusable delays, the notice of termination shall be deemed to have been issued for the convenience of the Government under this clause, and the rights and obligations to the parties hereto shall in such event be governed accordingly.

(c) *Liability for costs on default.* If performance of the work under this contract is terminated for the default of the architect-engineer, the Government may complete or employ any other person or persons to complete the work, and the architect-engineer shall be liable to the Government for increased costs occasioned the Government by the default.

PART III

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

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PART III

SECTION J

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1.0 OBJECTIVE

It is the objective of the Department of Energy (DOE) to acquire facility operations and management, scientific, technical and laboratory services to support the Grand Junction Projects Office (GJPO), a recognized pacesetter for the department in providing a full spectrum of environmental management and restoration, waste management, and project management activities.

2.0 SCOPE

The Facility Operations and Support Contractor shall provide management, labor, materials, services, supervision and administration to manage GJPO site facilities, which include buildings and infrastructure, equipment, operations, and scientific laboratory services. These services shall include operation, maintenance, and management of all GJPO site facilities, infrastructure, and laboratories as directed by the Contracting Officer. The Contractor shall implement a project management and control system that ensures accountability for technical scope, cost, and schedule baselines and complies with applicable regulations. The Contractor shall coordinate services and integrate projects with the Technical Assistance and Remediation Contractor to provide all services required by the GJPO.

The Contractor shall accomplish the scope of work through a performance based management contract in support of the DOE and GJPO mission. Under the performance based management contract concept, criteria, measures, and incentives will be incorporated as an integral part of the management and project control system, defined further by task orders and evaluated by quantifiable performance criteria. The Contractor's primary responsibility is to provide efficient and effective service that achieves high quality results in a timely and cost effective manner in compliance with applicable federal, state and local laws and regulations and DOE orders, policies and procedures. The Contractor shall improve efficiency and effectiveness throughout the performance of the contract by implementation of innovative business practices and techniques, and implementation of cost effective technologies to reduce or avoid costs. The Contractor shall utilize the private sector where appropriate; such that the cost of the contract is minimized, while meeting applicable environmental, health and safety requirements in a responsible manner.

The Contractor shall be assigned task orders under this contract which will contain specific activities to be completed. Performance criteria and measures will be developed for these task order activities and will be used to track progress and in the determination of award fee.

To accomplish the scope of work, the Contractor shall ensure that an emphasis is placed on best management practices; environment, safety, and health concerns; employee development and diversity; stakeholder involvement and customer satisfaction; and cost reduction during contract performance. The Contractor shall strive for excellence in the conduct of operations, implementation of quality assurance and quality control measures, maintenance of assigned facilities, protection of the environment, and the health and safety of workers and the general public.

The Contractor shall operate and manage its activities in a manner that shall meet all applicable federal, state, and local laws, regulations, standards, and all state agreements with the DOE that are applicable to the GJPO. The Contractor shall also comply with all applicable DOE and AL orders, directives, procedures applicable to the GJPO. The

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.

The Contractor shall provide waste management and waste minimization services for other DOE and federal agency sites as required. Regulatory drivers such as the Resource Conservation and Recovery Act (RCRA) requirements; Federal Facilities Compliance Act (FFCA); and treatment, storage, disposal, and transportation requirements are applicable to waste management programs conducted by GJPO.

3.14 Mixed Waste Treatment Program (MWTP)

The MWTP supports several DOE Albuquerque Operations Office (AL) sites. Activities of the MWTP include overall program management, development and deployment of mixed waste mobile treatment technologies, conduct of treatability studies, field sorting, surveying, and surface decontamination of potential mixed waste, and technical support with evaluation of waste streams and technologies.

3.15 Oxnard

The GJPO provides environmental restoration support for the DOE facility at Oxnard, California. Phase I and Phase II Environmental Assessments are being prepared and shall identify a course of action for the remediation of the facility. Activities such as the preparation of the Project Management Plan, Quality Assurance Plan, Health and Safety Plan, and the Waste Management Plan shall be performed. In addition, the corrective measures design shall be developed, voluntary corrective measures shall be performed, and the groundwater shall be characterized and treated, if necessary.

3.16 Technical Support to Other DOE Offices and Facilities

The GJPO provides technical assistance to other DOE offices and DOE facilities in the areas of environmental restoration; waste management; D&D; and geoscience as directed and authorized by the DOE.

The GJPO currently provides technical and programmatic support to the Los Alamos National Laboratory in the areas of environmental restoration, waste management, and D&D. In addition, the GJPO provides waste management support to the Sandia National Laboratories. Activities include project planning and control, baseline management, review of plans, and cost estimating. Field work activities include removing over 4,000 point sources, surveying the remaining soil, removing contaminated soil, sampling and analyzing soil, collecting industrial hygiene samples, and preparing raw data summary folios.

3.17 Landlord Program

The Landlord program includes facility operation activities at the site required to support the programs managed by the GJPO. These activities include site engineering and construction; facility maintenance, utilities, and infrastructure; space planning and allocation; telecommunications, network and computer support; property management; security; medical; and other site-wide services which commonly support the on-site activities of the GJPO facility.

4.0 TECHNICAL MANAGEMENT

The Contractor shall perform the following technical requirements under this contract. Specific activities shall be defined and negotiated in the various task orders that will be

generated under this contract. The Contractor will subcontract the safeguards and security, cafeteria services, on-site medical services, janitorial services, and yards and grounds maintenance programs, however, the Contractor is responsible for the management and oversight of these subcontracts.

Detailed information on fixed price subcontracted items can be found in Appendix B of this SOW. The fixed-price subcontracted items are safeguards and security, cafeteria, medical, janitorial, and yards and grounds maintenance. Although this Appendix contains specific activities to be subcontracted on a firm fixed-price basis, after the contract is awarded the Contractor shall identify and propose other activities for fixed price subcontracts.

4.1 Administrative Support

4.1.1 Emergency Operations

The Contractor shall provide response coordination and provide emergency planning, including drills and exercises to assure emergency preparedness and the health and safety of site personnel are considered in emergency operations planning.

4.1.2 Information Systems and Support

The Contractor shall manage, maintain, and coordinate the GJPO's automated data processing equipment (ADPE) and the administrative processing system. The Contractor shall provide the following:

- Microcomputer resource planning includes assessing the ADPE needs of the GJPO and Contractors, planning for the acquisition of necessary ADPE resources, identifying and retiring obsolete ADPE equipment, and keeping abreast of new technologies and assessing their applications to the needs of the GJPO.

- Applications development encompasses systems analysis, application programming, documentation, training, and problem solving for many disciplines associated with the DOE and on-site Contractors.

- Maintenance and operation of the systems includes supporting the technical information data base for all geotechnical, geohydrological, characterization, and engineering data collected and analyzed; software and data base management support for managing cost and schedule information; maintenance of an inventory database which tracks hardware and software items to be used to ensure accountability and which interfaces with the general property inventory database for the facility; and programmatic information management assimilation, analysis, and reporting.

- Software support to microcomputer users includes software licensing and installation, virus scanning, HELP Desk operation, training for GJPO standard microcomputer software, and data-entry services.

- Hardware support includes: 1) Microcomputer hardware installation, preventive maintenance, upgrades, and repairs; 2) computer systems and peripherals relocation and transfers; 3) network installation and upgrades;

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 to users of the facility. This facility shall be made available for training developed and provided by other GJPO Contractors.

4.1.5 Technical Library

The Contractor shall maintain and operate the on-site technical library and reading room in support of the GJPO, on-site Contractors and the general public. The Contractor shall: acquire and maintain books, technical reports, regulations, standards, procedures, manuals, periodicals, audio and video tapes, and other publications; provide technical information retrieval via computer-based literature searches and manual reference methods; and provide instructions to personnel in the use of available on-line data bases.

4.1.6 Mail Services

The Contractor shall operate the mail room and provide internal and external mail services to all on-site tenants. This includes maintaining procedures for internal and external mailings and deliveries, pick up and delivery of mail from and to the U.S. Post Office, and delivery of messages and packages among on-site tenants.

4.1.7 Telecommunications

The Contractor shall operate and maintain telecommunication systems and provide services including the acquisition, management, operation, and maintenance of GJPO telecommunications equipment, systems, and services including: computer based exchange (CBX) telecommunications switching equipment; outside and inside telephone cable systems; the Johnson Control 85/40 automated fire and security system; the emergency public address system; and the installation, relocation, and disconnection of telephones, full-time switchboard operators to assist personnel with calls, facsimile services, radio communications support, and teleconferencing services.

4.1.8 Records Management and Document Control

The Contractor shall provide a records management and document control system including responsibility for UMTRCA Title I and Title II site documents. The records management system shall manage the life cycle of records in any medium. The life cycle encompasses the interrelated and interdependent phases of records creation or collection, maintenance, use, and disposition. These systems shall also be made available for use by the Technical Assistance and Remediation Contractor.

4.1.9 Safeguards and Security

The Contractor shall provide necessary personnel, implement and maintain 24-hour security services in conformance with the GJPO Site Security Plan. The Contractor shall implement and maintain the GJPO Site Security Plan which outlines provisions for protecting GJPO employees, Contractor and tenant employees, visitors to GJPO facilities, DOE and other Government property, and sensitive information.

The Contractor shall provide a fixed-price subcontract for physical security and facility access and egress only. All other functions such as reporting, security clearance maintenance, badging, pre-employment screening, vulnerability assessments, security awareness training, etc., will be accomplished by the security personnel listed in the Part IV, Section L, Attachment 2, Summary of Proposed Labor Cost, Direct Productive Labor Hours contained in the Administrative Support section of Facility Operations.

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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.

-Provide traffic management for all inbound and outbound shipments on and off-site, including shipping and receiving all hazardous and radioactive materials by and for the GJPO and all Contractors and subcontractors located on the GJPO site.

4.2.7 On-site Waste Management

The Contractor shall manage hazardous, low-level radioactive, mixed, toxic, non-hazardous and non-radioactive solid, and industrial sewage wastes generated from operations and/or managed at the GJPO facility. The Contractor shall support DOE-wide waste management programs. The Contractor shall provide oversight, direction, training, and management for characterization, evaluation and disposition of wastes from on-site facilities, operations, and laboratories. This may include waste generated from on-site remediation or D&D projects.

4.2.7.1 Waste Management Operations

The Contractor shall:

- Operate a program for the timely disposal/disposition of waste.
- Characterize and classify all on-site generated wastes.
- Perform on-site operation, maintenance, and management of waste storage areas and provide quality assurance/quality control for all satellite accumulation areas, temporary storage modulars, and the permitted Resource Conservation and Recovery Act (RCRA) storage facility.
- Maintain and assure compliance with applicable permits for the discharge of sanitary and operations related wastewater to the city operated/publicly owned treatment works.
- Provide oversight and administration of any radioactive material management areas (RMMAs) and training programs for personnel interfacing with materials generated in RMMAs.
- Develop and communicate GJPO waste acceptance criteria and practices to site generators and provide oversight of site waste generators.

The Contractor shall maintain accurate waste inventories with the RCRA status; approve waste stream profile worksheets and certification for transfer of waste to storage; arrange for off-site disposal of hazardous waste; and meet criteria for on-site acceptance, as well as Nevada Test Site requirements for low-level radioactive and mixed waste shipments.

4.2.7.2 Waste Minimization

The Contractor shall implement and maintain a waste minimization program, represented as the Waste Management Pollution Prevention Awareness Program (WMPPAP) to eliminate or minimize pollutant

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 annual pollution 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

thresholds, and outlining the Contractor's management actions taken to mitigate any negative impacts of those variances.

4.4.4.1 Change Control

The Contractor shall develop, implement, and maintain a project change control process, approved by the DOE, to control baselines, provide historical traceability, and ensure baseline integrity. The Contractor shall integrate their internal change control process with the DOE Change Control process and Change Control Board.

4.4.4.2 Independent Cost Estimate (ICE) Reviews and Baseline Validations

The Contractor shall maintain the project management and control system so that the information contained within this system shall be available for DOE Independent Cost Estimate Reviews, baseline validations and other reviews. The quality of the data provided by the system should be maintained such that only minor comments, if any, are received from these reviews.

5.0 BUSINESS MANAGEMENT

5.1 Financial Management

The Contractor shall develop, implement, and maintain financial management systems for planning, budgeting, financial control, reporting, and accounting of costs. The financial management systems shall be fully integrated with the Contractor's project management and control system.

The Contractor's financial management systems should be capable of managing, collecting, and reporting budgeted and actual financial information by DOE Funding Source and by the WBS approved by DOE. The Contractor will be required to manage project budgets and costs at a much lower level of detail than required for reporting purposes.

5.1.1 Budget

The Contractor shall develop, implement, and maintain a budget process for developing performance based budgets for assigned activities utilizing a bottoms up approach as approved by the DOE. Budget and long-range planning estimates shall be prepared to support the establishment of project baselines and the DOE budget cycle. Budget estimates shall be prepared to include Contractor organizational unit, WBS element, and direct and indirect operating and capital funds. Budget estimates include types of capital cost, DOE Budget and Reporting (B&R) Classifications, and DOE Activity Data Sheets (ADS). Budgets developed by the Contractor shall be integrated with other Contractor budget requirements by the Technical Assistance and Remediation Contractor's IPMS group to produce a consolidated budget for the GJPO.

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

The Contractor shall prepare, submit, and publish financial, schedule, and technical performance plans and reports, and other deliverables as required by the Reporting Requirements Checklist or as prescribed by task orders negotiated under this contract.

7.0 GOVERNMENT FURNISHED EQUIPMENT

The Facility Operations and Support Contractor is charged with the primary responsibility for management and operations of the GJPO site and has specific responsibility for managing all Government Furnished Property (GFP) (equipment, real property, space allocation, and materials) of both on-site DOE Contractors and on and off-site subcontractors. In addition, specific property is assigned to the Facility Operations and Support Contractor for use in the performance of the contract.

The Technical Assistance and Remediation Contractor is assigned specific property for use in the performance of its contract and shall provide input to the Facility Operations and Support Contractor for required property management activities. The Technical Assistance and Remediation Contractor shall notify the Facility Operations and Support Contractor of equipment in need of maintenance, calibration, or repair. The Facility Operations and Support Contractor shall also maintain a system for the excessing of GFP that has been determined to be surplus.

The Technical Assistance and Remediation Contractor shall be required to identify annually any new equipment requirements and submit the list to the DOE for review and approval. The listing shall include justification, the cost of the equipment, and the delivery date needed to support assigned work. The listing will normally be received during the annual budget cycle. The DOE, if funding is available, will authorize the Facility Operations and Support Contractor to purchase the equipment.

Circumstances could arise requiring the acquisition of new GFP outside the annual identification process. The Contractor shall develop a non-routine GFP acquisition process to accommodate those critical needs identified at times other than during input to the annual cycle.

Appendix A

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).

Lunch - Served from 11:15 a.m. to 12:45 p.m.

Menu to include:

Soup	Choice of two	
Salad	Choice of two (one choice must be low fat) salads: dressing, choice of three	
Entree	Choice of two	
Vegetable	Choice of two	
Sandwiches	Hot - choice of two Cold - choice of two	Whole wheat bread must be available for sandwich
Beverages	Same as breakfast; with the addition of iced tea and a choice of three soft drinks.	

There are approximately 600 employees working at the facility. It is estimated that approximately 50 employees will purchase breakfast, and that approximately 150 will purchase lunch at the cafeteria.

Environment

Cleanliness and good hygiene habits are a necessity for all food preparation and food handling personnel. The State of Colorado requires that all public food service personnel acquire a food handlers card. The cafeteria facilities must conform to the Colorado Department of Health and Mesa County Department of Health requirements. All employees are required to be US. citizens and proof of citizenship shall be required.

Materials

The Contractor shall be liable for all costs to operate and administer the business including labor, food, disposal items (i.e., carryout plates, spoons, forks, napkins, etc.) insurance, and all other incidental costs. These costs shall be in accordance with the Performance sheet and negotiated rates.

The DOE will provide, and the Contractor shall replace, chinaware, glassware, silverware, trays, table and small kitchen utensils, small appliances/equipment, as directed in writing by the DOE. Reimbursement is contingent on the following criteria:

Net invoice cost or charges for direct materials as provided in this contract. The Contractor shall maintain records which will support all material costs claimed by paid invoices or storeroom requisitions, or by other substantiation.

The Contractor shall, to the extent of its ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits.

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 dishwasning 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.

Medical Services

Medical facilities are provided by the Government in Building 54 on the Grand Junction Projects Office (GJPO) compound. The Contractor shall provide the necessary personnel and staff to provide medical services to support approximately 571 DOE, Contractor, and other DOE Contractor (TAR) staff at GJPO in accordance with applicable federal and state regulations, and DOE Order 5480.8A.

The Contractor shall provide medical care for employees in the event of occupational injuries, provide treatment for minor physical complaints, and provide medical examinations as set forth below. In addition, the medical department shall act as the liaison between the local emergency medical services and the GJPO facility. The cost of equipment and supplies not furnished as GFE shall be identified and provided as part of the overall cost to the DOE.

The professional medical staff must be graduates of an accredited school and be licensed to practice in the State of Colorado. The Contractor shall supply evidence of education, experience, and licenses when requested by DOE. The physician shall be trained in Occupational Medicine and be qualified to meet all requirements at the GJPO compound.

The medical services department shall offer a standard health examination biennially to all employees age 50 and over, every three years to employees 40 to 49 years of age, and every 5 years to employees under the age of 40.

The physician shall do a complete medical examination including the following;

- Height, weight, temperature, pulse, respiration, and blood pressure
- Head, nose, and throat examination
- Eyes, including vision tests that measure acuity, depth perception, and color vision
- Ears, including audio metric tests performed at 500, 1000, 2000, 3000, 4000, and 5000 Hertz
- Pure tone in an approved booth(see 29 CFR Part 1910.95, Appendix C)
- Chest, heart, and lungs
- Peripheral vascular system
- Abdomen and rectum (including hernia, digital rectal, and prostrate examination)
- Spine and other components of the musculo-skeletal system
- Genitourinary system (pelvic examination and Pap smear are to be offered to females)
- Skin
- Nervous system
- Blood CBC, HGB, and HCT (on all examinations)
- Urinalysis

In addition, the physician shall complete examinations for all new employees prior to their starting work at GJPO, and termination physicals as appropriate per DOE Order 5480.8A.

Annual physicals shall also be provided to all members of the GJPO security force, a clinical diagnosis of their mental and emotional stability shall be documented, and their medical qualifications, conditions, or habits or practices which could result in unexpected incapacitation shall also be documented.

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 B3/4 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 (NWAS) 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/mops, 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: slop sinks 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.

2.2.1.6 Protection of Adjacent Surfaces. The Contractor shall protect floors and walls during maintenance where adjacent surfaces are different (i.e., carpet, tile furniture, and equipment).

2.2.1.7 Wood Floors and Stairs. The wax applied to wood floors and stairs shall be paste wax or approved equal as recommended by the Maple Floor Manufacturing Association (MFMA).

2.2.1.8 Clean Walk-Off Mats. Carpet-type entrance mats shall be Contractor provided at all entrances and vacuumed to remove soiled and grit and to restore resiliency of the carpet pile. Carpet pile will be spot cleaned or shampooed as necessary to keep mats presentable. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down outside to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

2.2.1.9 Wet Floor Caution Signs. Contractor shall display caution signs when area where people other than Contractor personnel are present.

2.2.1.10 Remove trash. All waste baskets and other tans containers within the area shall be emptied and returned to their original location. Boxes, cans, and papers placed near a trash receptacle and marked "Trash" shall be removed. Any soiled, odorous, or torn plastic trash receptacle liners in receptacles shall be removed as trash. Trash shall be disposed or in plastic bags secured with bag ties. No trash will be left in elevators or hallways at any time. The trash shall be deposited inside the nearest outside trash collection point.

2.2.1.10.1 Damp wash and disinfect the exterior of the trash receptacles as necessary to remove all dirt and foreign residue. Trash receptacles will be returned to original location.

2.2.1.11 Perform Low Dusting. All dust, lint, litter and dry soil shall be removed from the horizontal and vertical surfaces of desks, chairs, file cabinets, air grills, and other types of office furniture and equipment and from horizontal ledges, window sills, hand rails, exposed pipes, ducts, etc., to line 7' - 0" above the top of the floor level. Desks requiring low dusting shall be cleared of objects first. Typewriters, business machines, etc., and personal equipment shall not be dusted by the Contractor. Dusting in computer areas shall be performed using a staticide treated cloth.

2.2.1.12 Clean Glass. Includes all glass partitions and shelves, interior and exterior glass doors, display cases, book cases, directory boards, draft shields on windows, mirrors and adjacent trim. After glass cleaning, there shall be no traces of film, dirt smudges, water, or other foreign matter.

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 Descale 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 minteal 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 frequency 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

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	AUG	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

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 & door 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
Remover 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

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				

EXHIBIT 1
TASKS AND FREQUENCIES CHART

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

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

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

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

U.S. DEPARTMENT OF ENERGY

DOE F [illegible]

REPORTING REQUIREMENTS CHECKLIST

FORM APPROVED
OMB NO. [illegible]

1. PROGRAM/PROJECT TITLE	2. DEAR PROCUREMENT NUMBER
Grand Junction Projects Office	DE-RP04-95AL87460

3. PARTICIPANT NAME AND ADDRESS

4. PLANNING AND REPORTING REQUIREMENTS

A. General Management	Frequency
[X] Management Plan	Y
[X] Status Report	M
[X] Summary Report	M

B. Schedule/Labor/Cost	Frequency
[X] Milestone Schedule/Plan	M
[X] Labor Plan	Y
[ ] Facilities Capital Cost of Money Factors Computation	
[ ] Contract Facilities Capital and Cost of Money	Y
[ ] Cost Plan	M
[X] Milestone Schedule/Status	M
[X] Labor Management Report	M
[X] Cost Management Report	M

C. Exception Reports	Frequency
[X] Conference Record	
[X] Hot Line Report (5000.3B)	

D. Performance Measurement	Frequency
[X] Management Control System Description	O
[X] WBS Dictionary	O
[X] Index	
[X] Element Definition	
[X] Cost Performance Reports	
[X] Format 1 – WBS	M
[X] Format 2 – Function	M
[X] Format 3 – Baseline	Y

E. Financial Incentives	Frequency
[ ] Statement of Income and Expense	
[ ] Balance Sheet	
[ ] Cash Flow Statement	
[ ] Statement of Changes in Financial Position	
[ ] Loan Drawdown Report	
[ ] Operating Budget	
[ ] Supplementary Information	

F. Technical	Frequency
[ ] Notice of Energy RD&D Project Required with any of the following:	
[ ] Technical Progress Report	
[ ] Draft for Review	
[ ] Final for Approval	
[ ] Topical Report	
[ ] Final Technical Report	
[ ] Draft for Review	
[ ] Final for Approval	
[ ] Software	
[X] Other (Specify Diversity Plan	A
Diversity Report	A
ES&H Management Plan	Y
Cost Reduction Proposals	A
Required By DOE Task Order Or Directive	

5. FREQUENCY CODES

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

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

[ ] Report Distribution List/Addressees
[ ] Reporting Element
[X] Due Dates within 15 calendar days after end of reporting period
[ ] Analysis Thresholds
[ ] Work Breakdown Structure
[ ] Other

7. PREPARED BY (SIGNATURE AND DATE)

8. REVIEWED BY (SIGNATURE AND DATE)

REPORTING REQUIREMENTS CHECKLIST

PURPOSE

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

INSTRUCTIONS

Item 1. Enter the title of the project as indicated in the procurement request, contract, interagency agreement, initiating memorandum, or official award, as appropriate.

Item 2. Enter the identification number of the procurement request, contract award, or financial incentives agreement, as appropriate.

Item 3. Enter the name and address of the participant.

Item 4. Check spaces to indicate plans and reports selected. For each reporting requirement selected, indicate the frequency of delivery using one of the frequency codes from Item 5. The addressees to whom reports will be sent and the total number of copies required will be referenced in an attached coded distribution list.

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

Item 5. This item lists the possible frequency codes to be applied in the selection of reporting requirements.

Item 6. Attach special instructions as necessary. Check the appropriate box(es).

Item 7. Signature of person preparing checklist and the date prepared

Item 8. Signature of person reviewing the checklist and date reviewed

GPO 815-442

U.S. DEPARTMENT OF ENERGY

DOE F 1332.2
(4-91)

SUMMARY REPORT

FORM APPROVED
OMB NO. 1901-1400

1. IDENTIFICATION NUMBER	2. PROGRAM/PROJECT TITLE	4. REPORTING PERIOD

3. PARTICIPANT NAME AND ADDRESS

5. START DATE

6. COMPLETION DATE

7. a. [ ] b. MONTHS

8. COST STATUS

a. [ ] Expressed in	
b. Budget and Reporting [ ] No.	
c. Cost Plan Date	
d. Actual Costs Prior Years	
e. Planned Costs Prior Years	
f. Total Estimated Cost for Contract	
g. Total Contract Value [ ]	
h. Estimated Subsequent Reporting Period	
Accrued Costs — i. Planned	
Accrued Costs — j. Actual	
Accrued Costs — k. Variance	
Accrued Costs — l. Cumulative Variance	

10. LABOR STATUS

a. Labor Expressed in. [ ]	
b. Labor Plan Date.	
c. Planned Labor Prior Fiscal Years	
d. Actual Labor Prior Fiscal Years	
e. Total estimated Labor for Contract	
f. Total Contract Labor [ ]	

LEGEND
Planned: – – – – – –
Actual: ————
Projected: . . . . . .

Labor — g. Planned	
Labor — h. Actual	
Labor — i. Variance	
Labor — j. Cumulative Variance	

11. MILESTONES	STATUS	COMMENTS
a		
b		
c		
d		
e		
f		
g		

12. SIGNATURE OF PARTICIPANT'S PROJECT MANAGER AND DATE

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.

a. Indicate unit of measure applied to cost status graph (such as hundreds, thousands, etc.)
b. Enter the associated BCWR numbers.
c. Enter the date of the current approved cost plan.
d. Enter total actual costs for all prior fiscal years.
e. Enter total planned costs for all prior fiscal years (see latest approved "cost plan," Item 8).
f. Enter the current estimated cost for the subsequent reporting period.
g. Enter total planned cost for each month shown in Item 8.
h. 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.
i. 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 graphic 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.

a. Indicate unit of measure applied to labor status graph (exact, hundreds, thousands, etc.).
b. Enter the date for the latest approved "Labor Plan".
c. Enter total planned labor for all prior fiscal years.
d. Enter total actual labor for all prior fiscal years.
e. 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.
f. Enter the total negotiated contract labor.
g. Enter total planned labor for each month, indicated in Item 8.
h. 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.
i. Enter the cumulative variance by month. Show unfavorable variances in parentheses.

Item 11. A through g — Enter event identifiers 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 to 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		
▽ Intermediate event (Deliverable Supporting event, or decision point)	C — Schedule deviation not yet approved	Time line	Original major event date and four approved changes (all slippages) to this date
	D — First change approved (slippage)		
	E — Improvement, not contractually implemented	Time now	Original major event date and two subsequent approved changes (one improvement to that date)
▲ Intermediate event completed early or late	F — First change approved (improvement)		
	G — Activity ahead of schedule	Continues beyond time frame shown	M — Intermediate event schedule deviation
◇ Proposed schedule deviation (late or early for a major event)	— Activity behind schedule		
	Late and on time completion of intermediate events A and B respectively		

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U.S. DEPARTMENT OF ENERGY

DOE F 1332.1
(01-84)

MILESTONE SCHEDULE ☐ PLAN ☐ STATUS REPORT

FORM APPROVED
OMB NO. 1901-1400

1. TITLE	2. REPORTING PERIOD	3. IDENTIFICATION NUMBER
4. PARTICIPANT NAME AND ADDRESS		5. START DATE 6. COMPLETION DATE

7. ELEMENT CODE	8. REPORT ELEMENT	9. DURATION	10. [illegible] COMPLETE

11. SIGNATURE OF PARTICIPANT'S PROJECT MANAGER AND DATE

REP No. CE-RP04-85ALS7460

MILESTONE SCHEDULE PLAN/STATUS REPORT

PURPOSE

– dual-purpose format to establish a baseline schedule and indicate performance status for each reporting element identified in the award instrument

INSTRUCTIONS

Check the appropriate box to indicate whether the form is being submitted as a plan or a report

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 when used as a report.*

Item 3. Enter the 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 they appear in the contractual agreement.*

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 same contractually specified reporting elements that are on the associated "Cost Plan" and "Labor Plan."

*These items need only be entered on the first page of multipage reports

Item 9. In the lower portion of the space for the item heading, enter the first letter of the month for the first report in the extreme left block. Enter successive months as required. Enter fiscal years in the upper portion of the heading space as appropriate for months. Separate fiscal years by extending vertical line between the months of September and October. Enter schedule data below the fiscal year and month headings and to the right of each element listed in Item 8. Use charting information shown at the end of these instructions.

Note 1: Only one major event may be shown on a single horizontal line.

2: Intermediate events may be shown only with an activity bar or time line. These event symbols are placed above the bar or line and coded. A description of each should be provided in an attachment

Item 10. Based on the participant's best judgment, enter an assessment of actual percentage completed toward meeting the objective of each reporting element listed in Item 8. All schedule variances which exceed established contract thresholds must be explained in the "Status Report."

Item 11. Enter signature of responsible contractor, agency, or organization project manager and date signed verifying validity of the information furnished, based upon the participant's knowledge of the contract's progress and status.

Charting Information

SYMBOLS	EXAMPLES	SYMBOLS	EXAMPLES
Major event	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	Time now and work done	Time line	Original major event date and four approved changes (all slippages) to this date
Intermediate event (Deliverable Supporting event or decision point	Schedule deviation (not yet approved)	Time now	Original major event date and two subsequent approved changes (one improvement to that date)
Intermediate event completed early or late	First change approved (slippage)	Continues beyond time frame shown	Intermediate event schedule deviation.
Proposed schedule deviation (late or early for a major event)	Improvement not contractually implemented		
	First change approved (improvement)		
	Activity ahead of schedule		
	Activity behind schedule		
	Late and on time completion of intermediate events A and B, respectively		

GPO 913-444

DOE F 1332.4
(11-84)

U.S. DEPARTMENT OF ENERGY

LABOR PLAN

FORM APPROVED
OMB NO. 1901-1400

1 TITLE

2 IDENTIFICATION NUMBER

3 PARTICIPANT NAME AND ADDRESS

4 LABOR PLAN DATE

5 START DATE

6 COMPLETION DATE

7 Element Code	8 Reporting Element	9 Plan Prior Fiscal Year	10 Actual Prior Fiscal Year	11 CURRENT FISCAL YEAR												Total	12 FUTURE FISCAL YEARS		13 Subsequent Fiscal Years	14 Total
15 TOTAL																				

16 LABOR EXPRESSED IN

17 SIGNATURE OF PARTICIPANT'S PROJECT MANAGER AND DATE

J-B-9

RFP No. DE-RP04-85AL87460

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.

*These items need only be entered on the first page of multipage reports.

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 by 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.

GPO 813-443

DOE F 1332.1
(12-85)

U.S. DEPARTMENT OF ENERGY

COST PLAN

OMB Control No.
1910-1400

1 TITLE

2 IDENTIFICATION NUMBER

3. PARTICIPANT NAME AND ADDRESS

4. COST PLAN DATE

5 START DATE

6 COMPLETION DATE

7 Element Code	8 Reporting Element	9 Plan Prior Fiscal Years	10 Actual Prior Fiscal Years	11 CURRENT FISCAL YEAR							12 FUTURE FISCAL YEARS		13 Subsequent Fiscal Years	14 Total
										Total				

15 TOTAL

16 DOLLARS EXPRESSED IN

17. SIGNATURE OF PARTICIPANT'S PROJECT MANAGER AND DATE

18 SIGNATURE OF PARTICIPANT'S AUTHORIZED FINANCIAL REPRESENTATIVE AND DATE

COST PLAN

PURPOSE

A baseline plan to allocate costs to each reporting element required by the contractual agreement.

INSTRUCTIONS

Item 1. Enter the contractual agreement title as it appears in the official document establishing the contractual agreement.

Item 2. Enter the contractual agreement identification number as it appears in the official document establishing the contractual agreement and append the latest contract modification number.

Item 3. Enter the name and address of the contractor, 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 contractually specified reporting elements.

Enter cumulative planned costs for all prior fiscal years for each reporting element in Item 8. This information must be the same as that reported on the "Cost Management Report" (Item 10d — if used) at the end of the preceding fiscal year.

Item 10. Enter cumulative actual costs for all prior fiscal years as of the end of the prior year for each reporting element in Item 8. This information must be the same as that reported on the "Cost Management Report" (Item 10c) at the end of the preceding fiscal year.

Item 11. In the blocks heading each column, identify the reporting periods (quarters, months, etc.) specified in the contractual agreement. If months, enter in the extreme left block the first letter of the first month with successive months of the current fiscal year as required. If reporting periods are quarters, use 1st, 2nd, 3rd, and 4th. Enter planned costs for each period and total to the right of each reporting element listed in Item 8.

Item 12. Enter fiscal year for each future fiscal year of the contractual agreement. Enter planned costs by future fiscal years for each reporting element listed in Item 8.

Item 13. For each reporting element listed in Item 8, enter planned costs for fiscal years remaining to complete the program and not included in Item 12. Also enter the amount of funds withheld for management control purposes for the entire contract.

Item 14. Enter the total planned cost for each element listed in Item 8 (sum of Items 9, 11, 12, and 13).

Item 15. Enter the total costs for each column in Items 9, 10, 11, 12, 13, and 14. Enter only on the final page of multipage "Cost Plan."

Item 16. Enter the unit of measure for dollar amounts shown above (exact, hundreds, thousands, ten thousands, etc.).

Item 17. Signature of responsible participant project manager and date signed, verifying the validity of the information furnished based on the participant's knowledge of the contract.

Item 18. Signature of participant's financial representative and date signed, verifying the validity of the information furnished.

*These items need only be entered on the first page of multipage reports.

GPO 913-[illegible]

U.S. GOVERNMENT PRINTING OFFICE: [illegible]

DOE F 1332.8
(11-84)

U.S. DEPARTMENT OF ENERGY
LABOR MANAGEMENT REPORT

Page __ of __
FORM APPROVED
OMB NO. 1901-1400

1. TITLE

2. REPORTING PERIOD

3. IDENTIFICATION NUMBER

4. PARTICIPANT NAME AND ADDRESS

5. LABOR PLAN DATE

6. START DATE

7. COMPLETION DATE

8. ELEMENT CODE	9. REPORTING ELEMENT	10. LABOR EXPENDED				11. ESTIMATED LABOR EXPENDITURES								12. Total Contract Labor	13. Variance
		Reporting Period		Cumulative to Date		a. Subsequent Reporting Period	Balance of Fiscal Year	c.			d. Subsequent Fiscal Years to Completion	e. Total			
		a. Actual	b. Plan	c. Actual	d. Plan			(1)	(2)	(3)					
14. TOTAL															

15. LABOR EXPRESSED IN

16. SIGNATURE OF PARTICIPANT'S PROJECT MANAGER AND DATE

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 organizational 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.

DOE F 1332.9
(11-84)

U.S. DEPARTMENT OF ENERGY

COST MANAGEMENT REPORT

Page ___ of ___
FORM APPROVED
OMB 1901-1400

1. TITLE

2. REPORTING PERIOD

3. IDENTIFICATION NUMBER

4. PARTICIPANT NAME AND ADDRESS

5. COST PLAN DATE

6. START DATE

7. COMPLETION DATE

8. ELEMENT CODE	9. REPORTING ELEMENT	10. ACCRUED COSTS				11. ESTIMATED ACCRUED COSTS							12. Total Contract Value	13.
		Reporting Period		Cumulative to Date		a. Subsequent Reporting Period	b. Balance of Fiscal Year	c.			d. Fiscal Years to Complete	e. Total		
		a. Actual	b. Plan	c. Actual	d. Plan			(1)	(2)	(3)				

14. TOTAL

15. DOLLARS EXPRESSED IN

16. SIGNATURE OF PARTICIPANT'S PROJECT MANAGER AND DATE

17. SIGNATURE OF PARTICIPANT'S AUTHORIZED CONTRACTUAL REPRESENTATIVE AND DATE

COST MANAGEMENT REPORT

PURPOSE

A periodic report of the status of actual and estimated accrued costs and their variances from the current approved "Cost Plan" for a contractual agreement. The report will be used by the Government to monitor the status of the contractual agreement, verify the reasonableness of the participant's invoices, report costs accrued during the reporting period, and estimate costs to be accrued during the subsequent reporting period(s).

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 modification number, if applicable.

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 element codes relating to the 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 "Cost Plan."

Item 10. All costs as specified in the contractual agreement shall be reported for each of the elements listed in Item 9. Enter costs accrued for each reporting element.

- a. The total actual cost incurred for the reporting period, including any adjustments for the previous month made in current reporting period.
- b. The total planned cost for the reporting period as stated in the current "Cost Plan."
- c. The cumulative total of all costs incurred from the beginning of the period of performance to the end of the reporting period.
- d. The cumulative total of all costs planned from the beginning of the period of performance to the end of the reporting period, as stated in the current "Cost Plan" (includes the amount reported in Item 10b).

Item 11. Enter the participant's best estimate of the cost to perform the remaining work. These estimates will be used by DOE to forecast funding requirements.

- a. The estimated cost for the subsequent reporting period.
- b. The estimated cost for the balance of the fiscal year (excluding the amount in Item 11a).
- c. The estimated cost for the subsequent fiscal years of the contractual agreement.
- d. The estimated cost for fiscal years not included in 10c, 11a, b, and c. Include amount of funds withheld for management control purposes.
- e. The total estimated cost for the completion of the contractually agreed effort, including the amounts in 10c, 11a, b, c, and d.

Item 12. Enter the total value for each reporting element.

Item 13. Subtract the estimated total value (Item 11e) from the total value (Item 12) and enter the difference. Show unfavorable variances in parentheses. If the variance exceeds the specified threshold, explain in the "Status Report."

Item 14. Enter the total of all costs and fees for each column. If multiforms are used, enter total on final form.

Item 15. Enter the unit measure for dollar amounts shown (exact dollars, hundreds or thousands, etc.). Dollars will be reported on each B&R number line.

Item 16. 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's progress and status.

Item 17. Signature of the participant's financial representative and date signed verifying the validity of the information furnished.

*These items need only be entered on the first page of multipage reports.

U.S. DEPARTMENT OF ENERGY

WORK BREAKDOWN STRUCTURE DICTIONARY

PART I — INDEX

DOE F 1332.10
(11-84)

FORM APPROVED
OMB NO. 1901-1400

1. PROJECT TITLE/PARTICIPANT | 2. DATE | 3. IDENTIFICATION NUMBER

4. LINE NO	5. WBS ELEMENTS: INDENTURE LEVEL (1 2 3 4 5 6 — — —)	TITLE	6. PARTICIPANT WBS ELEMENT CODE	BUDGET AND REPORTING NO	PHASE	9. OTHER

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 parenthetic (S/C) 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 5700.3B, 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 occuring 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 F 1332.11
(7-84)

FORM APPROVED
OMB NO. 1901-1400

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

Item 1. Enter project title and participant name.

Item 2. Enter date of preparation.

Item 3. Enter the identification number.

Item 4. Enter the work breakdown structure element code from Column 6, Part I — Index.

Item 5. Enter the work breakdown structure element number.

Item 6. Enter index line number.

Item 7. Enter the identifier of the current revision and reference the authorizing document.

Item 8. Enter date of current revision identified in item 7.

Item 9. Enter the identifier and short title of previously approved changes to the work breakdown structure element.

Item 10. Enter the system design description number and title or other appropriate system specification identification pertaining to the work breakdown structure element.

Item 11. Enter the appropriate Budget and Reporting Number.

Item 12. Element Task Description

a. 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.).

b. 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).

c. Describe the functional activity or service necessary to make the product or to accomplish the work objectives of the work breakdown structure element (planning, designing, fabricating, testing, etc.).

U S DEPARTMENT OF ENERGY

DOE F 1332 12
(11 84)

COST PERFORMANCE REPORT — WORK BREAKDOWN STRUCTURE (Format 1)

Page of
FORM APPROVED
OMB No 1901 1400

1 TITLE		2. REPORTING PERIOD	3. IDENTIFICATION NUMBER
4 PARTICIPANT NAME AND ADDRESS		5. COST PLAN DATE	6 START DATE 7. COMPLETION DATE
8 NEGOTIATED COST	9 ESTIMATED COST OF AUTHORIZED UNPRICED WORK	10 TARGET PROFIT/FEE %	11 TARGET PRICE
12 ESTIMATED PRICE	13 SHARE RATIO	14 CONTRACT CEILING	15 ESTIMATED CEILING

16 WBS ELEMENT	CURRENT PERIOD					CUMULATIVE TO DATE					AT COMPLETION		
	BUDGETED COST		Actual Cost of Work Performed	VARIANCE		BUDGETED COST		Actual Cost of Work Performed	VARIANCE		Budgeted	Latest Estimate	Variance
	Work Scheduled	Work Performed		Schedule	Cost	Work Scheduled	Work Performed		Schedule	Cost			
17 WBS SUBTOTAL													
18 COST OF MONEY													
19 GENERAL & ADMIN													
20 UNDISTRIBUTED BUDGET													
21 SUBTOTAL													
22 MANAGEMENT RESERVE													
23 TOTAL													
RECONCILIATION TO CONTRACT BUDGET BASE													
24 VARIANCE ADJUSTMENT													
25 TOTAL CONTRACT VARIANCE													

26 DOLLARS EXPRESSED IN

27 SIGNATURE OF PARTICIPANT'S PROJECT MANAGER

28 DATE

COST PERFORMANCE REPORT — WORK BREAKDOWN STRUCTURE (FORMAT 1)

PURPOSE

A periodic report of budgeted, earned, and actual cost of work performed, and of budgeted and estimated costs at completion, with related variances by work breakdown structure element.

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 contract 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) on which contractual agreement has been reached as of the cutoff date of the report.

Item 9. Enter the amount (excluding fee or profit) estimated for that work for which written authorization has been received, but for which definitized contract prices have not been agreed to.

Item 10. Enter the fee or percentage of profit which will apply if the negotiated cost of the contract is met.

Item 11. Enter the target price (negotiated cost plus profit or fee) applicable to the definitized contract effort.

Item 12. Enter the estimated contract price (total estimated cost to the Government) based on the latest revised estimate of cost at completion for all authorized contract work and the appropriate profit or fee, incentive, and cost sharing provisions.

Item 13. Enter the cost sharing ratios applicable to costs over or under the negotiated contract cost.

Item 14. Enter the contract ceiling price applicable to the definitized effort.

Item 15. Enter the estimated ceiling price applicable to all authorized contract efforts, including both definitized and undefinitized effort.

Item 16. Enter the noun description (and code designator where applicable) of the WBS element for which cost information is being reported, and enter budgeted, earned, actual, estimated, and variance values for each element. Include indirect costs.

Item 17. Total the budgeted, earned, actual, estimated, and variance values for all WBS elements.

Item 18. Enter the budgeted, earned, actual, estimated, and variance values for the imputed cost of money for facilities capital (see Cost Accounting Standard 414 for guidance).

Item 19. Enter the appropriate General and Administrative costs.

Item 20. Enter the contract amounts budgeted and estimated at completion but not distributed to WBS elements at or below the cost account level. (Enter only on last page of a multipage report.)

Item 21. Enter the sum of the budgeted, earned, actual, estimated, and variance values for direct, indirect, cost of money, and G&A undistributed costs.

Item 22. Enter the amount of the overall contract budget withheld for management control purposes at end of report period and estimated to be consumed prior to completion. (Enter only on the last page of a multipage report.)

Item 23. Enter the sum of the subtotals in each column.

Item 24. In exceptional cases, DOE may authorize the contractor to establish baseline budgets which in total exceed the negotiated contract cost plus the estimated cost for authorized, unpriced work. Enter the amount of such cost and schedule variance adjustments.

Item 25. Enter the sum of the cost and schedule variances shown on the total line and on the Variance Adjustment line. Enter the sum of the negotiated contract cost plus the estimated cost for authorized, unpriced work in the budgeted at completion column. Enter the latest total revised estimate of cost at completion and the resulting variance.

Item 26. Enter the unit of measure for reported costs.

Item 27. Enter the signature of the participant's project manager verifying the accuracy of the reported data.

Item 28. Enter the date the report was signed.

*These items need only be entered on the first page of multipage reports.

DOE F 1332.13
(11-84)

U.S. DEPARTMENT OF ENERGY

COST PERFORMANCE REPORT – FUNCTIONAL CATEGORIES (Format 2)

FORM APPROVED
OMB No. 1901-1400

1. TITLE	2. REPORTING PERIOD	3. IDENTIFICATION NUMBER
4. PARTICIPANT NAME AND ADDRESS	5. COST PLAN DATE	6. START DATE 7. COMPLETION DATE

8 ORGANIZATIONAL OR FUNCTIONAL CATEGORY	CURRENT PERIOD					CUMULATIVE TO DATE					AT COMPLETION		
	BUDGETED COST		Actual Cost of Work Performed	VARIANCE		BUDGETED COST		Actual Cost of Work Performed	VARIANCE				
	Work Scheduled	Work Performed		Schedule	Cost	Work Scheduled	Work Performed		Schedule	Cost	Budgeted	Latest Revised Estimate	Variance
9 FUNCTIONAL SUBTOTAL													
10 COST OF MONEY													
11 GENERAL AND ADMINISTRATIVE													
12 UNDISTRIBUTED BUDGET													
13 SUBTOTAL													
14 MANAGEMENT RESERVE													

COST PERFORMANCE REPORT — FUNCTIONAL CATEGORIES (FORMAT 3)

PURPOSE

A periodic report of budgeted, earned, and actual costs of work performed, and of budgeted and estimated costs at completion, and related variances, by functional organization.

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 establishment document and append the latest contract 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 organizational units or functional categories which reflect the contractor's internal management structure in accordance with contractor/Government agreement, and enter the budgeted, earned, actual, estimated, and variance values for each organizational function. Include indirect costs.

*These items need only be completed on the first page of multipage reports.

Item 9. Enter the column total for all organizational or functional categories.

Item 10. Enter budgeted, earned, actual, estimated, and variance values for the imputed cost of money for facilities capital (see Cost Accounting Standard 414 for guidance).

Item 11. Enter the appropriate General and Administrative costs.

Item 12. Enter the contract amounts budgeted and estimated at completion but still undistributed.

Item 13. Enter the sum of the budgeted, earned, actual, estimated, and variance values for direct, indirect, cost of money, G&A, and undistributed costs.

Item 14. Enter the amount of the overall contract budget withheld for management control purposes at end of report period and estimated to be consumed by completion. (Enter only on the last page of a multipage report.)

Item 15. Enter the subtotal in the Current Period and Cumulative to Date columns. Enter the sum of the subtotal and the management reserve for the At Completion columns.

GPO 813-464

DOE F 1332.14
(11-84)

U.S. DEPARTMENT OF ENERGY

COST PERFORMANCE REPORT – BASELINE (Format 3)

Page ___ of ___
FORM APPROVED
OMB No. 1901-1400

1. TITLE	2. REPORTING PERIOD	3. IDENTIFICATION NUMBER
4. PARTICIPANT NAME AND ADDRESS	5. COST PLAN DATE	6. START DATE 7. COMPLETION DATE

8. ORIGINAL CONTRACT TARGET COST	9. NEGOTIATED CONTRACT CHANGES	10. CURRENT TARGET COST (8) + (9)	11. ESTIMATED COST OF AUTHORIZED UNPRICED WORK	12. CONTRACT BUDGET BASE (10) + (11)	13. TOTAL ALLOCATED BUDGET	14. DIFFERENCE (12) – (13)

REPORTING ELEMENT	BCWS CUMULATIVE TO DATE	BCWS FOR REPORT PERIOD	BUDGETED COST FOR WORK SCHEDULED (NONCUMULATIVE) SIX MONTH FORECAST						(ENTER SPECIFIED PERIOD)				REMAINING BUDGETED BUDGET	TOTAL BUDGET
			1	2	3	4	5	6						
15. PERFORMANCE BASELINE (BEGINNING OF PERIOD)														
16. (LIST BASELINE CHANGES DURING REPORT PERIOD)														
17. PERFORMANCE MEASUREMENT BASELINE (END OF PERIOD)														
18. MANAGEMENT RESERVE														
19.														

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 plust 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.

*These items need only be completed on the first page of multipage reports.

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-phased 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-phased 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.

GPO 818-481

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:

VENDOR	P.O. NO	SERVICE/PRODUCT	$ VALUE/YEAR
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

EXISTING COMPUTER EQUIPMENT

Of the existing computer equipment, 99% of the desktop computers are IBM compatible and 1% Macintosh using WordPerfect, Lotus, Harvard Graphics, Visio, Microsoft Project, Primavera Sure Trak, and Paradox software packages. The existing network equipment are IBM compatible 486 or Pentium fileservers running under the Novell Netware 4.x operating system. The following multiuser systems also exist for scientific functions and corporate administrative processes, and run primarily Foxpro/Foxbase software.

Administrative Processes

Manufacturer/Model	Operating System
IBM 9370- 90	VM/SP
AS400-F50	OS/400
DEC AXP 3000/400	VMS
DEC AXP 3000/400	OSF
DEC 5000/400	Ultrix
DEC 5000/200	Ultrix
SUN Sparcstation 10	Sun OS

Analytical Laboratory

Manufacturer/Model	Operating System
DEC VAX 4300	VMS
DEC AXP 2100	VMS
DEC PDP 11/44	RSX 11M
DEC PDP 11/73	RSX 11M

Appendix A Government Furnished Equipment
Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
15" COLOR MONITOR	ZENITH	ZCM-1540-UT	2,170	1
17" COLOR MONITOR	GATEWAY	GS17762LEG	3,700	1
17" COLOR MONITOR	GATEWAY 2000	GS17762LEG	3,700	1
7CR	GE	ICVP5029	999	1
ACID STRGE	LABSAF	WA-18549	285	1
ACOUSTIC WELL PROBE	SA ELECTRONC	30A	1,745	1
ACOUSTIC WELL PROBE	SA ELECTRONI	30A	1,745	1
ADAPTER	XIRCOM	EE10BU	397	1
ADAPTER	XIRCOM	PA2-02B6	224	1
AIR CONDITIONER		A2R08	398	1
AIR CONDITIONER	WSHOUS		514	1
AIR CONDITIONER	WSHOUS	AC088J7B	1,028	2
AIR CONDITIONER	WSHOUS	AC088JK7	550	1
AIR SAMPLE W/SAMPLE PUMP	GASTECH	GX-91B	2,150	1
AIR SAMPLER W/SAMPLE PUMP	GASTECH	GX-91B	4,300	2
AIR SAMPLR	G METL	IP-1070	4,070	1
AIR SAMPLR	SAIC	H-809C	575	1
AIR SAMPLR	SIERRA	1200	8,400	5
ALARM	NOVAL	220-411	657	1
ALPHDETECT	LUDLUM	43-9	380	1
ALTIMETER	THOMEN	TX-18	215	1
ALTI/BAROM	THOMMN	TX-18M	225	1
AMP AGC	HARSHAW	NA-22	1,000	1
AMP AGC	HARSHAW	NA-22AGC	1,000	1
AMP DDL	CANBERRA	1411A	643	1
AMP DELAY	ORTEC	460	577	1
AMPLIFIER	OXFORD	TC241	4,080	4
AMPLIFIER	TENLEC	TC240	1,975	5
AMPLIFIER	TENLEC	TC-244	1,395	1
AMPLINPULS	CANBERRA	1411	1,108	2
ANALYS SET	GILSON	SA5	2,455	1
ANALYZER	LI-COR	LAI-2000	4,300	1
ANTENNA AR	DECIBL	S224-162-172	569	1
AREA METER	LI-COR	LI-3100	6,601	1
ATOMIZER	TSI	3076	1,405	1
ATV	YAMAHA	TERRAPRO	16,696	4
BALANCE	ACULAB	500	275	1
BALANCE	WELCH	1574MP8	1,000	1
BAR CODE SCANNER	MARS ELECT	MEQ-43	1,871	1
BAR CODE SCANNER	MARS ELECT	MEQ-430	3,742	2
BARCODE SCANNER	SYMBOL	LS7000	1,294	1
BARCODE SCANNING TERMINAL	SYMBOL	DT310GS04640	3,590	2
BAROMETER	CAMPBL	201419.2	854	1
BAROMETER/ALTIMETER	THOMMEN	TX-18M	260	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
BASE STATN	CATLNX	120-150	750	1
BASE UNIT	3COM	3C588	594	1
BATTERY CHARGER	DAYTON	2Z378D	535	3
BERNOULLBX	IOMEGA	A120H	1,399	1
BLADDER PUMP	GEOTECH ENVI	0510	378	1
BLADDER PUMP	GEOTECH ENVI	051	378	1
BOAT	LIVINGSTON	10 FT	1,100	1
BOAT TRAILER	SHOVELANDS	8147Y	599	1
BOOM WINCH	CENGEO	NMN	15,000	1
BOREHOLE	BFEOGJ	NMN	32,139	1
BUBBLEJET PORTBL PRINTER	CANON	10SX	360	1
BUFFER	ACT	02-50-364	241	1
BUILDERS LEVELING TRANSIT	CWHITE	LT8-300	572	1
CABINET	EAGLE	1932	391	1
CABLE	EG&G	M-1-C-10	250	1
CALCULATOR	HEWLETT PACK	48SX	300	1
CALCULATOR	HEWLETT PACK	9825B	11,226	1
CALCULATOR	HEWLETT PACK	HP-28C	207	1
CALCULATOR	HEWLETT PACK	HP-41CV	488	2
CALCULATOR	HEWLETT PACK	HP-41CX	1,072	5
CALCULATOR	HEWLETT PACK	HP48G	322	1
CALCULATOR	HEWLETT PACK	HP48GX	840	3
CALCULATOR	HEWLETT PACK	HP-48SX	290	1
CALCULATOR	HEWLETT PACK	HP48SX	290	1
CALCULATOR	HEWLETT PACK	HP-67	480	1
CALCULATOR	HEWLETT PACK	HP-97	1,185	2
CALCULATOR	HEWLETT PACK	HP/41CX	209	1
CALCULATOR	SHARP	CS-2153	373	1
CALCULATOR	SHARP	CS-2790	420	2
CALCULATOR	TI	SR-52	348	1
CALCULATOR	TI	TI-59	593	2
CALIB KIT	GRASSY	002535	560	1
CALIB SLAB	BFEOGJ	CALPAD	508	2
CALIB SLAB	BFEOGJ	K	629	1
CALIB SLAB	BFEOGJ	MIX	629	1
CALIB SLAB	BFEOGJ	NMN	208,626	4
CALIB SLAB	BFEOGJ	SCINTPAD	1,016	4
CALIB SLAB	BFEOGJ	T	629	1
CALIB UNIT	BFEOGJ	NMN	598	1
CALIBRATOR	KURZ	341-	895	1
CALSLAB TH	BFEOGJ	TH	4,852	2
CALSLAB TH	BFEOGJ	TL3	2,426	1
CALSLAB TH	BFEOGJ	TL4	2,426	1
CAMCORDER	HTACHI	VM4400A	777	1
CAMCORDER	PANASONIC	PV-510D	949	1
CAMCORDER	QUASAR	VM-21AC	1,300	1

Appendix A Government Furnished Equipment

Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
CAMCORDER	RCA	CC305	1,120	1
CAMERA	HONEYWELL	SP-1000	662	2
CAMERA	NIKON	8008S	382	1
CAMERA	PENTAX	IQZOM115	349	1
CAMERA	PENTAX	IQZOOM115	350	1
CAMERABODY	CANON	AE-1	474	2
CAMERABODY	CANON	AT-1	445	3
CAN EVACUA	AERVO	1099	375	1
CAN SEALER	WISALM	225	326	1
CAN SEALING MACHINE	WISALM	225	273	1
CANSEALMAC	WISALM	225	853	3
CARRYING CASE	ALPNUC	760C	1,820	1
CART	E-Z-GO	X1500	6,500	2
CART	IEA	NMN	525	1
CD PACK	SUN	F984N X559	595	1
CD ROM DRIVE	MDI	SE6CDX	525	1
CD ROM DRIVE	MICRO DESIGN	SE6CDX	1,485	3
CD-ROM DRV	HTACHI	1700SPC	619	1
CELLULAR PHONE	MOTOROLA	ULTRALITE	655	1
CELLULAR PHONE	MTROLA	FQ9HRD8333 AG	595	1
CEMENT MIXER	ESSICK	6284	2,550	1
CH HOIST		4622	358	1
CHARGER (SOLAR PANEL)	SOLARX	MSX-18	225	1
CHART RECORDER	DIXON	G105	1,185	3
CHROMGRAPH	PERKIN	8500	27,989	1
CHROMGRAPH	PHTVAC	10S50	12,225	1
CHROMGRAPH	PHTVAC	10S70	34,290	2
CO SCANNER	SHARP	JX300	1,850	1
COLORBOOK COMPUTER	GATEWAY 2000	CB4DX475	4,495	1
COLORBOOK LAPTOP COMPUTER	GATEWAY 2000	YSCBK004AA WW	3,689	1
COMMUNICATIONS CRADLE	MARS ELECT	MEQ-1260	866	2
COMPASS	BRUNTON	5006LM	210	1
COMPITER	STARWEST	483/33	2,070	1
COMPLOT	HOUSTN	DP-11	3,600	1
COMPRESSOR	HONDA	SGGHE1010B	3,375	1
COMPUTER		386-25	4,200	1
COMPUTER	3COM	3C588-12TP	995	1
COMPUTER	APPLE	6100/60	2,550	1
COMPUTER	APPLE MACINT	6100/60	3,095	1
COMPUTER	COMPAQ	C4246M (LAP)	2,611	1
COMPUTER	DELL	450/MX	2,568	1
COMPUTER	DELL	450\M	2,568	1
COMPUTER	ELAB	286	2,200	1
COMPUTER	ELAB	386/16	1,200	1
COMPUTER	ELAB	ZUS386SX	1,000	1
COMPUTER	GATEWAY 2000	486DX/33	3,180	2
COMPUTER	GATEWAY 2000	4DX-33	1,900	1
COMPUTER	GATEWAY 2000	CB4DX475	3,726	1
COMPUTER	GATEWAY 2000	CS1024NI2G	0	1
COMPUTER	GATEWAY 2000	P4D-66	27,735	12
COMPUTER	GATEWAY 2000	P5-66	4,209	1
COMPUTER	GATEWAY 2000	P5-90	31,337	7
COMPUTER	HEWLETT PACK	HP85A	2,964	1
COMPUTER	IBM	5170	38,574	5
COMPUTER	MCNTSH	M509	3,977	1
COMPUTER	NEC	PC-46-1551	4,579	1
COMPUTER	NRTHGT	4C6338	10,431	3
COMPUTER	SHARP	PC-815	2,086	1
COMPUTER	SHARP	PC-8150	2,086	1
COMPUTER	STARWEST	33SWD48633 PC	2,189	1
COMPUTER	STARWEST	33SWD48633 PC	2,189	1
COMPUTER	STARWEST	386/33	5,024	4
COMPUTER	STARWEST	386/33	9,350	10
COMPUTER	STARWEST	386/40	2,145	1
COMPUTER	STARWEST	483/33	2,070	1
COMPUTER	STARWEST	486DX	1,869	1
COMPUTER	STARWEST	486DX	1,833	1
COMPUTER	STARWEST	486DX2-66	2,652	1
COMPUTER	STARWEST	486DX/33	3,484	2
COMPUTER	STARWEST	486DX/50	6,199	2
COMPUTER	STARWEST	486/33	78,523	40
COMPUTER	STARWEST	486/33	72,668	38
COMPUTER	STARWEST	486/33DX	22,768	12
COMPUTER	STARWEST	486/33DX	1,819	1
COMPUTER	STARWEST	486/50	17,113	8
COMPUTER	STARWEST	486/50	33,149	14
COMPUTER	STARWEST	486/50 EISA	2,739	1
COMPUTER	STARWEST	486/50DX	2,560	1
COMPUTER	STARWEST	486/66DX2	39,445	15
COMPUTER	STARWEST	486/DX/50	3,346	1
COMPUTER	STARWEST	486/DX/66	2,974	1
COMPUTER	STARWEST	TZ81BQ1	3,974	2
COMPUTER	STARWEST	TZ81BQ2	1,631	1
COMPUTER	STARWT	486/33	3,198	1
COMPUTER	STARWT	486/66DX2	2,833	1
COMPUTER	ZENITH	425LNCMD20 0	3,900	1
COMPUTER	ZENITH	70	3,104	1
COMPUTER	ZENITH	KXS4921KW	4,697	1
COMPUTER	ZENITH	SJL1645KP	2,430	1
COMPUTER	ZENITH	SJL4231KP	4,801	4
COMPUTER	ZENITH	Z159/13	1,490	1

Appendix A Government Furnished Equipment

Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
COMPUTER	ZENITH	Z286	3.405	5
COMPUTER	ZENITH	Z386/20	3.995	1
COMPUTER	ZENITH	Z-386-20	3.590	1
COMPUTER	ZENITH	Z386-20	3.338	1
COMPUTER	ZENITH	Z-386-20/40	6.924	2
COMPUTER	ZENITH	Z386-20/70	3.590	1
COMPUTER	ZENITH	Z386-25	4.724	1
COMPUTER	ZENITH	Z-386-25/70	4.724	1
COMPUTER	ZENITH	Z386-40	50.746	14
COMPUTER	ZENITH	Z-386/20	3.980	2
COMPUTER	ZENITH	Z386/20	15.224	6
COMPUTER	ZENITH	Z386/20-40	11.445	3
COMPUTER	ZENITH	Z386/20-70	2.808	1
COMPUTER	ZENITH	Z-386/25	3.104	1
COMPUTER	ZENITH	Z386/33-1	13.272	3
COMPUTER	ZENITH	Z386/4-40	3.349	1
COMPUTER	ZENITH	Z486/25E	9.775	2
COMPUTER	ZENITH	ZEL-1331-KP	6.408	4
COMPUTER	ZENITH	ZEL1331KP	2.598	2
COMPUTER	ZENITH	ZEL1648KP	1.604	1
COMPUTER	ZENITH	ZF248-81	3.064	1
COMPUTER	ZENITH	ZF286	1.949	1
COMPUTER	ZENITH	ZFA16121	1.649	1
COMPUTER	ZENITH	ZJL-4231-KP	3.519	3
COMPUTER	ZENITH	ZJL4231KP	1.232	1
COMPUTER	ZENITH	ZKS-6038-KM	2.350	1
COMPUTER	ZENITH	ZS4-50DE-1	2.296	1
COMPUTER	ZENITH	ZSL-1648-KO	1.710	1
COMPUTER	ZENITH	ZSL1648KO	3.420	2
COMPUTER	ZENITH	ZSL-4234-DO	1.644	1
COMPUTER	ZENITH	ZSL-4234-KO	1.644	1
COMPUTER	ZENITH	ZSL-4634-KO	1.290	1
COMPUTER	ZENITH	ZSL4648KO	1.710	1
COMPUTER	ZENITH	ZSP-1651-QD	2.736	1
COMPUTER	ZENITH	ZW148-42	8.452	6
COMPUTER	ZENITH	ZW151-52	12.562	2
COMPUTER	ZENITH	ZW159-3	1.635	1
COMPUTER	ZENITH	ZW241-82	3.081	1
COMPUTER	ZENITH	ZW248-82	2.396	1
COMPUTER	ZENITH	ZW248-82	2.396	1
COMPUTER	ZENITH	ZW248-84	3.299	1
COMPUTER	ZENITH	ZW286	1.930	1
COMPUTER	ZENITH	ZW286-25	5.164	3
COMPUTER	ZENITH	ZW286-25	13.588	8
COMPUTER	ZENITH	ZW386/33-1	4.569	1
COMPUTER	ZENITH	ZWL0360AA	1.589	1
COMPUTER	ZENITH	ZWL-320-60	2.380	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
COMPUTER	ZENITH	ZWL325012	8.261	3
COMPUTER	ZENITH	ZWL325012	1.992	1
COMPUTER	ZENITH	ZWL-3251-12	4.215	1
COMPUTER	ZENITH	ZWL325112	18.619	5
COMPUTER	ZENITH	ZWL-360-6	2.719	1
COMPUTER	ZENITH	ZWL-4251-20	11.799	3
COMPUTER	ZENITH	ZWL-4251-20	3.999	1
COMPUTER	ZENITH	ZWL425121	3.685	1
COMPUTER	ZENUTH	ZKS-6038-KM	2.350	1
COMPUTER LAPTOP	ZENITH	Z286E/20	3.149	1
COMPUTER LAPTOP	ZENITH	ZWL-360-6	2.199	1
COMPUTER (Z-NOTE)	ZENITH	ZWL-4335-21	4.007	1
COMPUTER MONITOR	GATEWAY 2000	MON17004AA WW	4.900	1
COMPUTER (LAPTOP)	TEXAS INST	2546693-0001	2.415	1
COMPUTER (LAPTOP)	ZENITH	Z286E/41	3.959	1
COMPUTER (Z-SELECT)	ZENITH	ZEL-1331-KP	2.009	1
CONDUCTIVITY SYSTEM	SOLTST	EM-31DL	9.450	1
CONTAINER		NM	2.825	1
CONTAINER		NMN	5.353	2
CONTAINER	ZERO	1KP1-014	375	1
CONTAINER	ZERO	2KPO-011	475	1
CONTROL MODULE	IEA	2022-CM	2.600	1
CONTROLLER		3013	2.869	1
CONVERTER	GRNDFO	REDI-FLOW2	1.845	1
COPIER	SAVIN	9250	2.700	1
CORE DRILL	DIAMND	M-1-748	1.872	1
CORE DRILL	MILWAU	4039	563	1
CORE DRILL	NORTON	CD920	3.823	2
COUNTER	BFECGJ	EL0018B	46.110	30
COUNTER D	BFECGJ	EL0018B	31.008	16
COUNTER D	GJPO	EL0018A	12.969	3
COUNTER D	GJPO	EL0018B	34.792	11
COVER P/U	SILVER	102C88	645	1
CRADLE W/POWER SUPPLY	SYMBOL	CRD3100-1000	300	1
CRADLE W/PWR SUPPLY	SYMBOL	CRD3100-1000	300	1
CRUTCHSCAN	BFECGJ	EL-0047A	52.742	41
CRYST DET	SCIAPL	GAX-1000	44.206	1
CYCLE 4WHL	HONDA	TRX250	2.149	1
CYCLE4WHL	KAWASK	KLF 220	2.899	1
D COUNTER	GJPO	EL0018B	2.500	1
DATA STATION	CATLNX	120-110	2.625	1
DATALOGGER	CAMPBL	CR10	1.940	2
DATALOGGER	INSITU	SE1000C	3.150	1
DATALOGGER	INSITU	SE2000	8.916	1
DATALOGGER	OMNI	516C64A	2.773	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
DATE/TIME STAMP	LATHAM	LTT	447	1
DC PWRSPLY	KEPCO	HB525M	878	1
DESSICATOR	NIKKO	TB-2000	380	1
DET INTFAC	GEOMETRICS	GR-9001	5.000	1
DETECT A/B	BRTHLD	LB122	2.200	1
DETECT PWR	METRO	50/60	606	2
DETECT RAD	EDA	RD200	3.975	1
DETECTBSPL	ORTEC	428	509	1
DETECTOR	EG&G	GEM30195-P	15.339	1
DETECTOR PROBE	EBERLINE	SHP330	2.120	4
DETECTRSYS	EG&G	GEM30210	28.640	1
DEWAR	EG&G	CFG-PG-3.0	1.850	1
DIG TABLET	CALCMP	33240SER	2.480	2
DIG TABLET	CALCOM	33480	1.599	1
DIG TABLET	CLCOMP	33240	1.350	1
DIGESTOR	LABCON	23080	1.283	1
DIGITAL MULTIMETER	FLUKE	1095	211	1
DIGITAL MULTIMETER	FLUKE	29 SERIES II	211	1
DIGITIZER	CALCOM	25180-01	2.055	2
DIGITIZER	CLCOMP	1686408011 4	1.350	1
DIGITIZER TABLET	CALCOMP	34360	1.834	1
DIGIMOBILE	CENEOP	550	6.297	2
DISK DRIVE	APPLE	20SC	935	1
DISK DRIVE	JMR	ST41200NV	1.980	1
DISK DRIVE	MCRODS	LSPBNK 600MX	2.917	1
DISK DRIVE	MICRO	600MX	2.699	1
DISK DRIVE	MICROP	41	1.942	1
DRIVE	ZENITH	40	1.990	1
DRYICE MAKER	TECHNI	378	299	1
EARTHDRILL	EQUIP	7-BIC	3.175	3
EARTHDRILL	LTLBVR	7	1.851	2
ELEC STAMP	LATHEM	LTHLTT	400	1
ELECT BOOK	SOKKIA	SDR33	2.825	1
ELECTROMTR	KEITH	642/6423	5.780	1
ELECTROMTR	NUCLID	EAM 300	1.111	1
ELECTRONIC FIELD BOOK	SOKKIA	SDR33	11.785	1
ELECTRONIC PIPETTER	BIOHIT	PROLINE ELEC	515	1
ENVRADMON	REUTER	RSS-111	9.883	1
EXHIBIT MT		NMN	2.500	1
EXTERNAL DRIVE SUBSYSTEM	COMPURUS	CP6T2/5.25	235	1
EYEWASH STATION	SPEAKMAN	SE-4000	224	1
FAX	CANON	FAXPHONE23	995	1
FAX MACH	CANON	L775	2.317	1
FAX MACHINE	SHARP	FO5220	2.123	1
FIELD BOOK	LEITZ	SDR-33-640	3.180	1
FIELD BOOK	LEITZ	SDR-24	3.821	1
FLOW KIT	GILIAN	D800271	725	1
FREEZER	GE	CA50LB	250	1
GAMMA SENSOR INTERFACE	SCINTREX	GSI-3	29.557	1
GAS DETECT	DRAGER	CH304	330	1
GAUGE	ETI	8205-00110	1.995	1
GAUGEMOIST	TROXLR	3221	3.000	1
GEN RF IND	RADYNE	EI-7.5	19.175	1
GENERATOR	HONDA	3111LRE	2.869	1
GENERATOR	HONDA	EB-1400X	950	1
GENERATOR	HONDA	EB5000X	1.528	1
GENERATOR	HONDA	EB5000XA	1.528	1
GENERATOR	HONDA	EG3500X	4.600	4
GENERATOR	ONAN	1047AA	4.950	1
GENERATOR	ONAN	K3200	3.620	4
GENERATOR	ONAN	K3500	4.165	5
GENERATOR	VAN G	MAV75E	1.818	1
GEOPROBE	GEOPRB	8-A	36.350	2
GERMANDECT	HARSHAW	20S85ABGOX	5.975	1
GERMANDECT	ORTEC	1230210S	22.202	1
GRAPHICTAB	GTCO	3648	3.639	1
GTRY CRANE	SPANCO	F-2000	935	1
HAMMER	BOSCH	11305	7.170	10
HAMMER	PROCEQ	LSCHMIDT	550	1
HAND STAMP	STAMP TOOL		1.586	1
HARD DRIVE	SEAGAT	ST41200N	1.595	1
HARD DRIVE	SHARP	PC-8150	2.231	1
HEPA VACUUM	EUROCLEAN	UZ932	527	1
HIGH VOLTAGE POWER SUPPLY	CANBERRA	3102D	1.820	2
HOT FOOD TABLE	DUKE	E-Y-CLSS	1.913	1
HOT PLATE	FISHER	600T	278	1
HYDRAULIC SYSTEM	YAMAHA	HS-6	425	1
HYDRLICSYS	YAMAHA	HS-6	425	1
HYDROSTEPR	SAMM	BAC63200	5.211	1
ICE MAKER	ICEMAT	C-20F	1.590	1
INDICATOR		6010-E	1.915	1
INDICATOR	JOHNSN	NMN	500	2
INSTRUMENT	KRAMER	022-505-510	2.035	1
INTERFACE	EG&G	PRNCBL1	409	1
KEYBD/DISP	CMPBEL	CR10KD	261	1
KEYBOARD	CAMPBL	CR10KD	245	1
KEYBOARD	HEALTH CARE	COMFORT	795	1
LAB FIELD WORK TRAILER	PACE AMERICN	H816TA4	43.629	1
LAB OVEN	GILSON	30AF	635	1
LAMINATING MACHINE	NEWMARK	5000	295	1
LAPTOP COMPUTER	GATEWAU 2000	DB4DX475	3.726	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
LASER POINTER	LASERX	LLP-100	399	1
LASER PRINTER	APPLE	M6000	8,476	4
LASER PRINTER	HEWLETT PACK	HP-509A	1,333	1
LASER PRINTER - II	HEWLETT PACK	HP33471A	1,990	2
LASER PRINTER - III	HEWLETT PACK	33449A	7,902	4
LASER PRINTER - III	HEWLETT PACK	3349A	3,003	3
LASER PRINTER - III	HEWLETT PACK	C2001A	2,684	2
LASER PRINTER - III	HEWLETT PACK	C2003A	642	1
LASER PRINTER - III	HEWLETT PACK	LASER HP-508	2,884	2
LASER PRINTER - III	HEWLETT PACK	HP508	1,442	1
LASER PRINTER - III	HEWLETT PACK	LASERJET III	8,375	6
LASER PRINTER - III S	HEWLETT PACK	LASER	3,457	1
LASER PRINTER - IIIP	HEWLETT PACK	33449A	4,516	3
LASER PRINTER - IIIP	HEWLETT PACK	33449A	5,990	4
LASER PRINTER - IIIP	HEWLETT PACK	3349A	1,495	1
LASER PRINTER - IIIP	HEWLETT PACK	3349A	4,984	2
LASER PRINTER - IIIP	HEWLETT PACK	HP3349A	1,610	1
LASER PRINTER - IIIP	HEWLETT PACK	HP-509A	1,342	1
LASER PRINTER - IIP	HEWLETT PACK	33471A	5,323	5
LASER PRINTER - IIP	HEWLETT PACK	33471A	3,610	4
LASER PRINTER - IIP	HEWLETT PACK	3349A	941	1
LASER PRINTER - IIP	HEWLETT PACK	3349A	1,483	1
LASER PRINTER - IIP	HEWLETT PACK	HP33471A	1,954	2
LASER PRINTER - IIP	HEWLETT PACK	HP33471A	1,610	2
LASER PRINTER - IV	HEWLETT PACK	C2001A	6,680	5
LASER PRINTER - IV	HEWLETT PACK	LASERJET IV	2,798	2
LASERJET 4 PLUS PRINTER	HEWLETT PACK	C2037A	1,395	1
LASERJET 4 PRINTER	HEWLETT ACK	C2037A	1,279	1
LASERJET 4 PRINTER	HEWLT PACKRD	C2001A	1,399	1
LASERJET 4+ PRINTER	HEWLETT PACK	C2037A	4,245	3
LASERJET 4+ PRINTER	HEWLETT PACK	C2037A	1,395	1
LEAD PIG			14,500	4
LEDREADOUT	ACRITE	387596-4002	975	1
LENS	ASAHI	TAKUMAR	219	1
LENS	HNYWEL	TAKUMAR	219	1
LENS	KALIMR	PKA/KR	430	2
LENS	NIKON	35-105MM	982	1
LENS	VIVATAR	1:3.3	200	1
LENS	VIVATR	3.5-5.3	600	3
LENS	VIVITAR	1:3.3	400	2
LENS	VIVITR	1:3.3	400	2
LENS	VIVITR	216795	388	1
LENSZOOM	TAMRON	1:3.5-4.5	259	1
LEVEL	ASAHI	PAL-2C	735	1
LEVEL	LEITZ	C3E	675	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
LEVEL	WILDHB	NA2	450	1
LINE LOCATER	METROTECH	850	1	1
LINETRACR	METRO	50/60	367	1
LINETRACER	METRO	50/60	367	1
LINETRACER	METRO	810	8,939	12
LINETRACER	METRO	850	10,189	5
LOAD CELL	RLAKE	RL20000	450	1
LOCATOR	SCHON	MAC-51B	1,395	1
LOGGER	DATLNX	270-002	1,350	1
LOOP ANTENNA	EMCO	6507	3,000	2
MONITOR	AAMAZING	24" SVGA	356	1
MAGNETOMTR	GISCO	G-856AX	12,290	2
MAGNETOMTR	NAROD	NMN	17,640	1
MAGNLOCATR	SCHNST	GA-52B	585	1
MANOMETER	SCNST	7735	8,850	2
MANUAL IMAGE MAKER		IM 2000-1	299	1
MAP FILE	PUNHLD	MF-3042	1,268	1
MASTERFLEX	COLPAR	7587-19	345	1
MCA	CANBER	3502	23,808	4
MCA	CANBER	4096	7,300	1
MEGAPHONE	CELFRM	S356	281	1
MEMRYSUBGR	TRACOR	TN171028	425	1
METAL DETECTOR	GARRETT	SADS	500	1
METER	HACH	2100P	895	1
METER	PHOGEO	CS1	2,888	1
METER GAS	KURZ	5059A02	2,442	1
METER GAS	SINGER	DTM-115	642	1
METER OXY	YLW SPRINGS	58	1,130	1
METER SURV	EBERLINE	ESP-1	17,886	16
MICROBUFER	ACT	MICROBUF	469	1
MICROBUFFR	ACT	02-50-364	241	1
MICROBUFFR	ACT	0250364	1,686	7
MICROBUFFR	ACT	MICROBUF	5,362	18
MICROCOMPUTER	GATEWAY	P5-60	3,700	1
MICROCOMPUTER	GATEWAY 2000	P5-60	3,700	1
MICROLOGER	CAMPBL	CR-21	2,800	1
MICROSCOPE	B&L	31270142	764	1
MINI-BIN	TENLEC	NMN	260	1
MINIPULSER	EBERLINE	MP-2	1,344	1
MOBIL PHONE	GLENAYRE	GL4040	2,050	1
MODEM	CMPBEL	DC112	599	2
MODEM	LIETZ	202-S	348	1
MODEM	MICROM	DESKPORTEES	435	1
MODEM	MICROM	QX-4232BIS	461	1
MODEM	MICROM	QX\4232BIS	575	1
MODEM	MICROCOM	DESKPORTE	1,140	3
MODEM	USROBT	2400	385	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MODEM	USROBT	9600	735	1
MODEM INTL	HAYES	07-00056	431	1
MODULE	CAMPBL	SM192	262	1
MODULE	CMPBEL	CR10	2,071	2
MODULE	CMPBEL	SM192XT	407	1
MONITOR	AAMAZING	14" SVGA	356	1
MONITOR	AAMAZING	14" SVGA	356	1
MONITOR	AAMAZING	14" SVGA	4,429	7
MONITOR	AAMAZING	14" VGA	578	2
MONITOR	AAMAZING	24" SVGA	366	1
MONITOR	AAMAZING	8428MX	339	1
MONITOR	AAMAZING	AM8486TX	356	1
MONITOR	AAMAZING	AMA8428MX	356	1
MONITOR	AAMAZING	AMA8486TX	732	2
MONITOR	AAMAZING	CM8424MX	650	2
MONITOR	AAMAZING	CM-8428MX	2,353	2
MONITOR	AAMAZING	CM8428MX	8,129	16
MONITOR	AAMAZING	CM8428TX	356	1
MONITOR	AAMAZING	CM8486QX	356	1
MONITOR	AAMAZING	CM8486TX	732	2
MONITOR	AAMAZING	CM98428MX	1,987	1
MONITOR	AAMAZING	CM/8486QX	366	1
MONITOR	AAMAZING	VGA700	366	1
MONITOR	ADC	CM323	550	1
MONITOR	AMASNG	14" SVGA	366	1
MONITOR	ANAZNG	14" SVGA	366	1
MONITOR	ANAZNG	CM8428MX	825	1
MONITOR	APPLE	APPLE MAC 14	0	1
MONITOR	DELL	ULTRASCAN	1,400	2
MONITOR	EVERVW	EM 1428	250	1
MONITOR	GATEWAY 2000	14SVGA	0	1
MONITOR	GATEWAY 2000	CPD-15F13	1,455	8
MONITOR	GATEWAY 2000	CPD915F13	0	1
MONITOR	GATEWAY 2000	CPO15F13	0	3
MONITOR	GATEWAY 2000	CS1024NI2G	0	1
MONITOR	GATEWAY 2000	CS1572DG	425	2
MONITOR	GATEWAY 2000	CS17762LKG	0	1
MONITOR	GATEWAY 2000	CS1776LE G	0	3
MONITOR	GATEWAY 2000	DX17S	0	1
MONITOR	GATEWAY 2000	PCD-15F13	0	1
MONITOR	GOLDSTAR	1620	1,476	2
MONITOR	GOLDSTAR	1620VGA	1,411	2
MONITOR	MAG TECH	DX17F	745	1
MONITOR	MAGNVX	CM9062	673	2
MONITOR	NEC	3FGE	3,451	5
MONITOR	NEC	4D	931	1
MONITOR	NEC	5FGE	1,049	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MONITOR	NEC	JC1403HM	480	1
MONITOR	NEC	JC-1403HMA	2,064	5
MONITOR	NEC	JC1403HMA	354	2
MONITOR	NEC	JC-1404	530	1
MONITOR	NEC	JC-1404HMA	1,772	3
MONITOR	NEC	JC1404HMA	1,252	2
MONITOR	NEC	JC1501	675	1
MONITOR	NEC	JC1531VMA	4,612	6
MONITOR	NEC	JC-1532VMA	7,478	12
MONITOR	NEC	JC1532VMA	5,745	9
MONITOR	NEC	JC-1532VMA-1	731	1
MONITOR	NEC	JC1532VMA-1	731	1
MONITOR	NEC	JC-1532VMA-2	535	1
MONITOR	NEC	JC1532VMA-2	1,825	3
MONITOR	NEC	JC1532VMA-2	620	1
MONITOR	NEC	JC1532VMA2	543	1
MONITOR	NEC	JC1532VMA2	533	1
MONITOR	NEC	JC1532VMAN	591	1
MONITOR	NEC	JC15332VMA-2	520	1
MONITOR	NEC	JC-1731VMA	1,175	1
MONITOR	NEC	JC1741UMA	2,590	2
MONITOR	NEC	JC91532VMA	647	1
MONITOR	NEC	KC-1532VMA	547	1
MONITOR	NEC	NMN	1,390	1
MONITOR	NEC	VGA COLOR	405	1
MONITOR	ZENITH	ZCM1430	338	1
MONITOR	TATUNG	14AUS	339	1
MONITOR	TATUNG	AMA8428MX	339	1
MONITOR	TATUNG	CM 14AUS	339	1
MONITOR	TATUNG	CM-14AUS	678	2
MONITOR	TATUNG	CM-14AUS	1,017	3
MONITOR	TATUNG	CM14AUS	678	2
MONITOR	TATUNG	CM-14UAS	339	1
MONITOR	ZENITH	ACM-1440	405	1
MONITOR	ZENITH	ACM-1540UT01	478	1
MONITOR	ZENITH	ZC111-139-Z	0	1
MONITOR	ZENITH	ZCM1390	400	1
MONITOR	ZENITH	ZCM1390	3,754	9
MONITOR	ZENITH	ZCM1390A	400	1
MONITOR	ZENITH	ZCM1390A	820	2
MONITOR	ZENITH	ZCM1390AZ	1,257	3
MONITOR	ZENITH	ZCM1390AZ	859	2
MONITOR	ZENITH	ZCM1390Z	440	1
MONITOR	ZENITH	ZCM1390Z	440	1
MONITOR	ZENITH	ZCM-1410-JZ	297	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MONITOR	ZENITH	ZCM-1430	676	2
MONITOR	ZENITH	ZCM-1430-B	338	1
MONITOR	ZENITH	ZCM-1430-BA	1,014	3
MONITOR	ZENITH	ZCM1430BA	676	2
MONITOR	ZENITH	ZCM-1440	405	1
MONITOR	ZENITH	ZCM-1440UT00	429	1
MONITOR	ZENITH	ZCM-1450-DT	338	1
MONITOR	ZENITH	ZCM-1450-UT	380	1
MONITOR	ZENITH	ZCM-1450-UT	380	1
MONITOR	ZENITH	ZCM1490	3,095	5
MONITOR	ZENITH	ZCM1490	1,268	2
MONITOR	ZENITH	ZCM1490SW	1,713	3
MONITOR	ZENITH	ZCM1490SW	10,038	17
MONITOR	ZENITH	ZCM-1490-Z	1,947	3
MONITOR	ZENITH	ZCM1490Z	639	1
MONITOR	ZENITH	ZCM1490Z	2,432	4
MONITOR	ZENITH	ZCM-1492	610	1
MONITOR	ZENITH	ZCM1492	1,537	3
MONITOR	ZENITH	ZCM1492	440	1
MONITOR	ZENITH	ZCM1492SW	639	1
MONITOR	ZENITH	ZCM1492Z	629	1
MONITOR	ZENITH	ZCM-1540UT00	810	2
MONITOR	ZENITH	ZCM1540UT01	509	1
MONITOR	ZENITH	ZCM1540UT01	489	1
MONITOR	ZENITH	ZCM-1540UT1	0	1
MONITOR	ZENITH	ZCM-1790	3,493	3
MONITOR	ZENITH	ZCM1790BA	990	1
MONITOR	ZENITH	ZVM-133	1,249	3
MONITOR	ZENITH	ZVM1330	676	2
MONITOR	ZENITH	ZVM-135	658	2
MONITOR	ZENITH	ZVM135-1	499	1
MONITOR	ZENITH	ZZCM-1430-BA	338	1
MONITOR C	MAGNVX	9CM062	359	1
MONITOR C	NEC	2A	519	1
MONITOR C	NEC	JC1402HMA	564	1
MONITOR C	NEC	JC-1403HMA	399	1
MONITOR C	NEC	JC-1403HMA	2,115	4
MONITOR C	NEC	JC1403HMA	1,525	3
MONITOR C	NEC	JC1403HMA	2,556	5
MONITOR C	NEC	JC1404HMA	682	1
MONITOR C	NEC	JC1501VMA	921	1
MONITOR C	ZENITH	ZCM1390	428	1
MONITOR C	ZENITH	ZCM-1492	584	1
MONITOR WL	EBERLINE	WLM-1	11,927	5
MONITOR WL	EBERLINE	WLM-1A	24,050	10

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MONTIC REPOSITORY MODEL	GEOTECH ENG		3,000	1
MONTRVAPOR	PHTVAC	TPII	3,900	1
MULE	KAWSAK	KAF300B	3,609	1
MULE	KAWSKI	KAF300-A1	3,409	1
MULE	KWASKI	KAF300A1	3,409	1
MULTI CONNECT REPEATER	3COM	3C588-12TP	995	1
MULTIMETER	TEKTRONIX	DM501	460	1
MULTIPLEXR	CAMPBL	AM416	870	2
MV3500	DIGITAL EQP	VAX3500	77,203	1
NETPORT	INTEL	PCLA2121	470	1
NETPORT PRINT SERVER	INTEL	PCLA2131	435	1
NETPORT SERVER	INTEL	PCLA2131	1,338	3
NETPORT XL PRINT SERVER	INTEL	PCLA2131	878	2
NEURATMETR	SANDIA	NMN	2,500	1
NIMBIN	CANBERRA	2000	2,096	2
NIMBIN	TENLEC	TB3TC911	925	1
NIMBIN	TENLEC	TC911	590	1
NOTEBOOK	ZENITH	SWL-320-60	2,199	1
OCEAN CARGO CONTAINER	EDI		1,400	1
OPTICAL DRIVE	PANASONIC	LS-7300A	2,450	1
O-SCOPE	TEKTRONIX	SC504	2,250	1
OXYGNMETER	YLW SPRINGS	50B	840	1
P SHREDDER		1036S	1,250	2
PAGER	GE	P8LBW6KA	477	2
PAGER	GE	P8LBW6KA	238	1
PAGER	GE	PSA15	260	1
PAGER	GE	PSA15	260	1
PAGER	NEC	3P3-3A	697	3
PAGER	NEC	3P3-3A	923	4
PAGER	SHINWA	SR52VT	500	2
PAGER	SHINWA	SR52VT	267	1
PH METER	ORION	SA250	942	2
PHOTOMETER	ARTEL	DIFFERENTIAL	1,250	1
PLANIMETER	FLTEC	236A	354	1
PLANIMETER	K&E	62-0015	354	1
PLANIMETER	LIETZ	PLANIX8	2,025	3
PLANIMETER	SOKKIA	3651-80	735	1
PLATFORM	WRKFRC	XLTCAT15	3,300	1
PLOTTER	HEWLETT PACK	650C	7,787	1
PLOTTER	HEWLETT PACK	7550	2,825	1
PLOTTER	HEWLETT PACK	7595A	7,524	1
PLOTTER	HEWLETT PACK	7595B	6,097	1
PLOTTER	HEWLETT PACK	HP7475A	1,270	1
PLOTTER	ROLAND	DPX-2000	3,399	1
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
PMT BASE W/PREAMP & PS	EG&G	296	940	1
POLY WATER TANK		210 GAL	215	1
PORT PUMP	MSA	G	358	
PORT RADIO	GE	PE66RASA	1,985	1
PORTAABLE PUMP	MSA	479680	428	1
PORTABLE CLEANER	THOMAS	EC2-1000	845	1
PORTABLE MCA	CANBER	1004	11,518	1
PORTABLE PUMP	MSA	479680	3,111	7
PORTABLE PUMP	MSA	FLOWLITE	428	1
PORTCLEANR	THOMAS	EC2-1000	1,590	2
PORTSCALER	LUDLUM	2000-	899	1
POWER SUPPLY	SEST POWER	LI460VAB	678	2
POWER SUPPLY	CANBERRA	3102D	683	1
POWER SUPPLY	CMPBEL	PS12LA	500	2
PRESSGAUGE	MKS	222	1,079	1
PRINT TAPE	FARGO	MII02	2,305	1
PRINT TCKT	FARGO	MII01	2,375	1
PRINTER	CALCOM	90611	3,396	1
PRINTER	CANON	BJ-10EX	963	3
PRINTER	CANON	BJ-10EX	350	1
PRINTER	CANON	BJ10EX	375	1
PRINTER	E KOOK	180SI	294	1
PRINTER	EPSON	FX-185	1,050	2
PRINTER	EPSON	LQ-2550	1,019	1
PRINTER	EPSON	LX300	0	1
PRINTER	HEWLETT PACK	550C	729	1
PRINTER	HEWLETT PACK	C2001A	1,399	1
PRINTER	HEWLETT PACK	C2037A	2,808	1
PRINTER	HEWLETT PACK	C2[illegible]	2,793	1
PRINTER	HEWLETT PACK	[illegible]	1	1
PRINTER	IBM	PRO[illegible]	[illegible]	1
PRINTER	KODAK	DIC-1550	492	1
PRINTER	PYLON	PPT-1	380	1
PRINTER	TOSHIBA	P321SL	560	1
PRINTER	TOSHIBA	P341SL	1,226	2
PRINTER	ZEBRA	S50-121-0010	2,200	1
PRINTER	ZEBRA	S501210010	1,920	1
PRINTER (BUBBLE JET)	CANON	BJ-10SX	259	1
PRINTER (BUBBLE JET)	CANON	BJ-10SX	259	1
PRINTER (LAPTOP)	CANON	BJ-10SX	375	1
PRINTER LASERJET 4+	HEWLETT PACK	C2037A	1,395	1
PRINTER (LASERJET)	HEWLETT PACK	C2001A	1,399	1
PRINTER BUBBLE JET	CANON	K10060	375	1
PRINTER CP	DICONX	150P	365	1
PRINTER CP	DICONX	150P	365	1
PRINTER CP	DICONX	150S	515	1
PRINTER CP	EPSON	FX-100	691	1
PRINTER CP	EPSON	FX-100+	505	1
PRINTER CP	EPSON	FX-1050	324	2
PRINTER CP	EPSON	FX-1050	2,288	5
PRINTER CP	EPSON	FX-286	3,224	6
PRINTER CP	EPSON	FX-286E	3,074	4
PRINTER CP	EPSON	FX-850	468	1
PRINTER CP	EPSON	LQ-1050	3,100	4
PRINTER CP	EPSON	LQ-1050	12,339	13
PRINTER CP	EPSON	LQ-2550	[illegible]1	3
PRINTER CP	EPSON	LQ-2550	5,685	6
PRINTER CP	TOSHIBA	P321	516	1
PRINTER CP	TOSHIBA	P341	578	1
PRINTER CP	TOSHIBA	P341SL	4,108	5
PRINTER CP	TOSHIBA	P341SL	11,166	17
PRINTER CP	TOSHIBA	P351	5,869	5
PRINTER CP	TOSHIBA	P351C/2	1,129	1
PRINTER CP	TOSHIBA	P351SX	7,636	7
PRINTER CP	TOSHIBA	P351/2	1,234	1
PRINTER FOR CALIBRATOR	GILIAN	D-800274K	725	1
PRINTER (LASERJET 4)	HEWLETT PACK	C2010A	2,865	1
PRINTER (LASERJET 4)	HEWLETT PACK	LASERJET IV	2,793	1
PRINTER (LASERJET)	HEWLETT P	C2037A	1,399	1
PRINTER (LASERJET)	HEWLETT PACK	C2037A	1,377	1
PRINTER-FOR ELEC FIELD BK	KODAK	180 SI	349	1
PRINTERJAS	APPLE	M6000	4,569	1
PRINTRE CP	TOSHIBA	P341	579	1
PRISM POLE	HIXON	0050080	362	1
PROBE	BICRON	FIDDLER	4,000	1
PROBE	LUDLUM	177	12,938	3
PROBE	LUDLUM	43-5	375	1
PROBE	LUDLUM	43-5	375	1
PROBE	NETEC	DP6	2,390	2
PROBE	NETEC	DP6A	3,588	3
PROBE	NETEC	NMN	730	1
PROBE	OLREC	1068013	1,995	1
PROBE GAMA	EBERLINE	SPA-3	11,846	18
PROBE XRAY	EBERLINE	PG-2	1,123	1
PROJECTOR	3M	9100	415	1
PROJECTOR SCREEN	BRTRD	BRE3070M	244	1
PROMETER	LI-COR	LI1600M	5,595	1
PUMP	COLEPARMER	7549-30	700	1
PUMP	FMI	RHSY	875	1
PUMP	MSRFLX	L-07570-10	760	1
PUMP	MSRFLX	T-754939	685	1
PUMP	QED	T1200	595	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PUMP ION	VEECO	PS300	1,919	1
PUMP SAMP	FULTZ	SP-202	2,966	1
PUMP SUB	GRNDFO	MODEL B	799	1
PUMPMETRNG	LMI	A141-155	365	1
PWR SUPPLY	BSTPOW	ME700VA	936	1
PWR SUPPLY	CANBERRA	3002	578	1
PWR SUPPLY	CANBERRA	4261A	740	1
PWR SUPPLY	GRANVL	32	1,161	1
PWR SUPPLY	TENLEC	TC909	923	2
PWR SUPPLY	TENLEC	TC909/MB	895	1
RACK EQUIP	CBLTRN	11730	1,000	1
RAD MONITR	PYLON	AB-5	7,340	8
RAD MONITR	PYLON	ABA	530	1
RAD MONITR	PYLON	CPRD	750	2
RADAR GUN	APPLID	STALKER ATR	2,050	1
RADIO	ADVID	BT5VI	3,164	9
RADIO	BENDIX	LPH 5141	466	1
RADIO	BNDX/K	EPH5141A	587	1
RADIO	BNX/KG	EPH511141A	587	1
RADIO	ERICSN	MP4H3	934	2
RADIO	GE	MLSH040	804	2
RADIO	GE	MLSH040	402	1
RADIO	GE	MLSH041	1,883	4
RADIO	GE	MLSH041	1,257	3
RADIO	GE	N5A05	5,536	10
RADIO	GE	N5A06	1,220	2
RADIO	GE	N5HH1W40	556	1
RADIO	GE	N5HH1W40	527	1
RADIO	GE	N5HH1W40	12,667	23
RADIO	GE	N5HH1W40T	2,220	4
RADIO	GE	PSX-SE	489	1
RADIO	GE	PSXSE	489	1
RADIO	GE	RCD1SM	463	1
RADIO	K/BNDX	LPH5142A	942	2
RADIO	MAXN	RADEUS-P100	500	1
RADIO	MAXON	CP-0510	7,312	21
RADIO	MAXON	CP-0510	2,439	10
RADIO	MAXON	CPO510	756	3
RADIO	MAXON	RADIUS P-100	500	1
RADIO	MAXON	RADIUS-P100	500	1
RADIO	MAXON	SP22550SH	354	1
RADIO	MAXON	SP2550	1,574	5
RADIO	MAXON	SP2550	1,690	5
RADIO	MAXON	SP2550H	668	2
RADIO	MAXON	SP-2550SH	628	1
RADIO	MAXON	SP2550SH	356	1
RADIO	MAXON	SP2550SH	1,884	3

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
RADIO	MOTOROLA	D431RA73A5	557	1
RADIO	MOTOROLA	D43LRA73ASBK	557	1
RADIO	MOTOROLA	D43TLA7D	5,832	11
RADIO	MOTOROLA	D43TLA7D	512	1
RADIO	MOTOROLA	G39QX+53H	10,051	6
RADIO	MOTOROLA	GP300	2,760	4
RADIO	MOTOROLA	H43QPU7120	491	1
RADIO	MOTOROLA	H43QPU7120BN	1,000	2
RADIO	MOTOROLA	H43QPU7120BN	850	2
RADIO	MOTOROLA	H43QPU7120N	1,000	2
RADIO	MOTOROLA	H43QPU7120N	1,000	2
RADIO	MOTOROLA	H43QPU7120BN	1,000	2
RADIO	MOTOROLA	M43LRC0GA2AA	1,002	2
RADIO	MOTOROLA	P-100	1,883	4
RADIO	MOTOROLA	P100	925	2
RADIO	MOTOROLA	P110	2,291	5
RADIO	MOTOROLA	P110	458	1
RADIO	MOTOROLA	P43QLC2CE2AA	573	1
RADIO	MOTOROLA	P43QLC20EAA	573	1
RADIO MOBI	GE	NMN	527	1
RADIO MOBL	MOTOROLA	T435RA39	2,000	1
RADIO MOBL	MOTOROLA	T43RTA	1,546	1
RADIO W/CHARGER	MOTOROLA	RADIUS GP300	1,396	2
RAINGAGE	CMPBEL	385-L25-P25	1,020	1
RAPID DIST	LABCON	55000	1,375	1
RATEMETER	LUDLUM	12	3,275	5
RATEMETER	LUDLUM	12+	720	1
RATEMETER	NE	ELECTRA	4,780	4
READER/WRITER	DATA BOOK	TMD-550-03	349	1
READOUT WL	ESERLINE	WLR-1	7,149	2
RECEIVER		TDR-6	20,980	1
RECEIVER	RADDET	RD400	1,875	1
RECEIVER	RADDET	RD400HPTX	3,766	2
RECORDER	DIXON	G105	1,185	3
RECORDER	LANIER	MS-105	498	2
RECORDER	LANIER	MS-60	654	3
RECORDER	L&S	68	2,433	3
RECORDER	TECHTR	78788	1,245	1
REEL SYS	ENVIRO	PORTAPURGE	3,211	1
REEL/HOSE	GRNDFO	NMN	200	1
REFDEWRSYS	ORTEC	NMN	1,488	1
REFRIG SYS	CRYSYS	22	17,450	1
REMOTE CONTROL	GE	549C2S	751	1
REPEATER	DEC	DELNI	1,240	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
RMT CNTROL	GE	RCDISM	427	1
ROD		100 FT	294	1
ROD		200 FT	294	1
ROUTER	CISCO	IGS/R	3,221	1
SAMPLER	ANDERN	PM-10	3,594	1
SAMPLING DREDGE	WILDCO	008890	439	1
SAMPLR PUMP	BRNANT	7570	495	1
SAMPLR PUMP	SUPELC	PAS-3000	990	1
SCALE	ACULAB	PKT PRO 80	1,250	1
SCALE	GERBER	TP007200B	380	1
SCALE	OHAUS	CT1200-S	450	1
SCALE	OHAUS	CT1200	1,350	3
SCALE	OHAUS	CT1200-S	388	1
SCALE	SAMSON	SC500	1,506	1
SCALE	WEBB	6-2210	3,000	1
SCALE CALC	FARGO	ACS103	11,650	1
SCALER	EBERLINE	PRS-1	18,418	9
SCANNER	VEMCO	500E	15,524	1
SCANNER RECORDER	SINCO	56420	9,140	1
SCINTILLOMETER	LUDLUM	12S	577	1
SCINTILLOMETER	MT SOPRIS	SC-132	1,544	1
SCINTILOMETER	LUDLUM	12S	577	1
SCINTLOMTR	LUDLUM	12S	9,207	15
SCINTLOMTR	MT SOPRIS	SC-132	1,757	1
SCINTLOMTR	MT SOPRIS	SC-132	72,534	47
SCOOTER	CUSHMAN	4000+	1,462	1
SCOOTER	CUSHMAN	898322-8710	4,725	1
SCOOTER	CUSHMAN	NMN	1,926	1
SCRUBBER	MSRFLX	MD13A	405	1
SEALERCAN	WISALM	225	552	2
SEISMOGRPH	ORTEC	ES-1225	21,215	1
SEIVE/SHKR	TYLER	RX-86	540	1
SENSORHEAD	LI-COR	9916-004	1,800	1
SERVER	INTEL	NMN	450	1
SERVER	INTEL	PCLA2121	1,419	3
SERVER	INTEL	PCLA2131	459	1
SERVER	INTEL	PCLA2221	1,949	4
SERVER	ZENITH	486/50	3,298	1
SHREDDER	FELLOWES	PS70	292	1
SHREDDER	IDEAL	2000S	289	1
SLIDE PROJECTOR	KODAK	AF-2	208	1
SMART CHARGER	OMNIDATA	PA-SCHARGER	211	1
SNOWSHOES	SIERRA	200 LB	440	2
SOIL SMPLR	B.E	CN-1030	525	1
SOLAR CHARGER	ARCO	G100	295	1
SOLARPANEL	DATLNX	320-350	250	1
SOUND STATION	HELLO DIRECT	2362	1,595	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
SPARCSTATN	SUN	20GS	23,495	1
SPECTROMTR	BAL	332242	1,075	1
SPECTROMTR	GEOMETRICS	GR-410	11,155	2
SPECTROMTR	SCINTREX	GAD-6	52,723	7
SPECTRSCOP	EG&G	92X-P	8,368	1
SPECTSCOPY	EG&G	92X-P	8,325	1
SPOT SCOPE	REDRLD	126745	360	1
SPRAYER ON TRAILER	HOTSY	980	7,407	1
STEEL TAPE	KESON	300 FT	207	1
STEREOSCOP	NIKON	413	390	1
STIRRER	HACH	5795A	410	1
SUBMERSIBLE PUMP	FRANK	2143074416	422	1
SUBSYSTEM	ANTHEM	757240	275	1
SURVEY METER	EBERLINE	E-600	10,755	9
SURVEY PROBE	EBERLINE	SHP100BGS	3,360	4
SUSRVEY PROBE	EBERLINE	SHP100BGS	590	1
SYSTEMIZER	ACT	02-50-364	500	2
TABLET	CALCM	25180-01	971	1
TABLET	CALCOM	25108-01	971	1
TABLET	CALCOM	25180	3,524	3
TABLET	CALCOM	25180-01	8,392	9
TABLET	SUMMA	MGII2436	2,969	1
TABLET	SUMMA	MGII3648	3,550	1
TABLET	SUMMA	MGIITB2436	3,245	1
TABLET	SUMMA	MM1201	1,430	4
TANK	APPLIED ENG	4000 GAL	7,225	4
TAPE BACKUP SYSTEM	CO. MEMORY	JUMBOTRAK2500	429	1
TAPE REEL	LUFKIN	GC9300B	393	1
TAPE STEEL	LEITZ	2357-48	216	1
TAPEBACKUP	COMEMO	CT-20C	362	1
TAPEBACKUP	TECMAR	C60H	2,850	2
TAPEBACKUP	TECMAR	CIC-60H	1,400	1
TELEPHONE	MOTOROLA	F09GTD8459	1,680	2
TELEPHONE	MOTOROLA	F09LF094	599	1
TEMP/HUMID SENSOR	DATLNX	230502/201	445	1
TENSIOMETR	SCNVLV	SSFSW/WO	2,778	1
TERMINAL P	ZETRON	DAPT1000	2,210	1
TEST PIT		NMN	4,496	1
TEST PIT	BFECGJ	1	37,689	3
TEST PIT	BFECGJ	2	37,689	3
TEST PIT	BFECGJ	3	75,378	3
TEST PIT	BFECGJ	B-1	14,963	1
TEST PIT	BFECGJ	B-5	14,963	1
TEST PIT	BFECGJ	BARRENPA	629	1
TEST PIT	BFECGJ	BA/BB	34,345	1
TEST PIT	BFECGJ	BL/BH	20,546	1
TEST PIT	BFECGJ	BT/BK	20,546	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
TEST PIT	BFEDGJ	BU/BM	20,546	1
TEST PIT	BFEDGJ	FSS NEUT	19.67 a	2
TEST PIT	BFEDGJ	FNA1-A5	77,829	1
TEST PIT	BFEDGJ	FNH20	97,757	1
TEST PIT	BFEDGJ	GROGAMMA	43,154	5
TEST PIT	BFEDGJ	KJT	60,256	4
TEST PIT	BFEDGJ	KJT H20	48,602	1
TEST PIT	BFEDGJ	MAGSUCEP	7,821	1
TEST PIT	BFEDGJ	NMN	60,275	4
TEST PIT	BFEDGJ	S 7HOLE	888	1
TEST PIT	BFEDGJ	SPECPADS	4,107	1
TEST PIT	BFEDGJ	THORIUM	2,197	1
TEST PIT	BFEDGJ	ZI	3,113	1
TEST PIT	CAIRNS	NMN	127.86 3	34
TEST PUMP	BFEDGJ	NMN	12,575	1
THEODOLITE	ASAHI	PX-06D	7,174	1
THEODOLITE	K&E	TH-2	2,333	1
THEODOLITE	TOPCON	GTS-2B	7,445	1
THERMOCOUPLER GAUGE	NUCLID	TC-8	581	1
THERMOMETER	YELLOWSPRING	42SC	468	1
TIMER	WST BD	40032	1,250	1
TOOL KIT		188 PIECE	1,294	2
TOOL KIT	JENSEN	377Y500	345	1
TOOL KIT	MINE SAFETY	472813	785	1
TOTAL STA	LEITZ	SET2B	13,300	1
TOTAL STATION	LIETZ	6400-00	11,996	1
TOTAL STATION	SOKKIA	SET2BII	11,785	1
TRAILER		5' X 10'	725	1
TRAILER		NMN	245	1
TRAILER	TAGALO	U58NLV	1,649	1
TRAILER	TERRY	NMN	2,920	1
TRAILERHSE	PLAMOR	2100	5,321	1
TRAILEROFC	JTC	700279	7,655	1
TRAILRFLAT	GENENG	AP8	2,559	1
TRANSCRIBER	OLYMPS	T100	279	1
TRANSCRIBR	LANIER	P-127	470	1
TRANSCRIBR	SONY	M2000	265	1
TRANSDUCER		PXD-250	2,442	2
TRANSDUCER	INSITU	PXD-250	4,146	3
TRANSDUCER	SNCO	55442	4,134	6
TRANSIT	DIEZGN	5100	530	1
TRANSMITTER		PT-1	18,800	1
TRANSMITTER	RADDET	RD400	1,180	1
TRANSMITTER	RADDET	RD400HPTX	1,318	1
TRANSMITTER	REDDET	TD400HPTX	1,318	1
TRIBRACH	LEITZ	7311-35	316	1
TRIBRACH	LEITZ	7311-35	316	1
TRIBRACH	SOKKIA	7311-35	425	1
TRIPOD	LEICA	WILD GST20	1,500	1
TRIPOD	SOKKIA	7512-52	470	2
TRIPOD	SOKKIA	PSWI751252	420	3
TRIPOD	SOKKIA	R7121	260	1
TRUCK LCG	CHEVY	CC30042	72,087	1
TUBE GUIDE			275	1
TURB METER	HACH	2100P	895	1
TURBIDITY METER	HACH	16800	725	1
TV/VCR	QUASAR	VV2020	499	1
TWO WAY RADIO	MOTOROLA	P110 PLUS 2	2,667	5
TWO WAY RADIO	MOTOROLA	P110 PLUS 6	6,484	13
TYPEWRITER	IBM	10	930	2
TYPEWRITER	IBM	10	1,517	3
TYPEWRITER	IBM	15	577	1
TYPEWRITER	IBM	3	1,940	3
TYPEWRITER	IBM	3	676	1
TYPEWRITER	IBM	6	710	1
TYPEWRITER	IBM	SLECT II	1,494	2
TYPEWRITER	IBM	SLECT II	4,446	6
TYPEWRITER	IBM	SLECT II	10,179	14
TYPEWRITER	IBM	WHEELWRITR10	1,417	3
TYPEWRITER	IBM	WHEELWRITR10	952	2
TYPEWRITER	IBM	WHEELWRITR10	487	1
TYPEWRITER	IBM	WHEELWRITR5	1,174	2
TYPEWRITER	IBM	WHEELWRITR5	577	1
TYPEWRITER	IBM	WHLWRITER 1S	1,158	2
TYPEWRITER	IBM	WHLWRITER 1S	1,773	3
TYPEWRITER	XEROX	6020	1,500	1
TYPEWRITER	XEROX	6020	1,500	1
UNISLIDE	VELMEX	A6018K1-S6	512	1
UTILTRAILR	BIG J	NMN	850	1
UTILTRAILR	YAMAHA	NMN	7,095	3
VAC HLDOWN	GAST	40-30-73	952	2
VACUUM	HAKO	X-100	2,100	2
VACUUM	PULMAN	90	497	1
VACUUM ION	VARIAN	921-0052	2,700	2
VACUUM ION	VARIAN	H2-044	1,040	1
VACUUM KIT	GAST	DOA-V191-AA	476	1
VACUUMPUMP	WELCH	1374	2,175	1
VCR	GE	9-7270	460	1
VCR	PANASONIC	AG1270P	277	1
VCR	ZENITH	VRF250	324	1
VCR/MONITR	PANASONIC	AG-513A	495	1

Appendix A Government Furnished Equipment
Technical Assistance and Remediation

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
VOLTMETER	WESCOR	HR-33T	1,595	1
VOLUMETER	RANHRT	216	655	1
WATER LEVEL PROBE	SINCO	51453	545	1
WEATHER MONITOR	WEATHER MNTR	7440	395	1
WEDGE	SYMBOL	K2080MS120 0A	1,345	1
WEDGE	SYMBOL	K2080MX120 0A	1,345	1
WEDGE	SYMBOL TECH	S2080MXI200 A	1,077	1
WEDGE BAR	ZEBRA	1002	1,071	1
WEIGHT IND	RLWEGH	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 MONITR	YLW SPRINGS	3500	5,374	3
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

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
LAND CAMERA	POLOID	CU5	448	1
14" COLOR MONITOR	ZENITH	ZCM-1440-UT	405	1
16 GAL RECYCLE TRUCK	UNK	54051WJ	381	1
17" COLOR MONITOR	NANAO CORP	MA-1780-USM	1,419	1
3 PART RACK	IBM	9309	0	1
40 BIT PORT	INNOVENTIONS	SIMCHECK 40	750	1
9751 CBX PHONE SYSTEM	ROLM	50	0	1
9" ANGLE GRINDER	MILWAUKEE	6069	254	1
A A SPECTROMETER	PERKIN ELMER	FIMS-100	12,500	1
A A SPECTROPHOTOMETER	PERKIN	AA560	10,559	1
A CHAMBER	GJPO	NMN	5,881	1
AB MODULE	XERTEX	AD-2	2,879	1
AC POWER SUPPLY	CENGEO	NMN	500	1
AC PWR REG	TOPAZ	75102	649	1
AC VOL REG	SORNSN	ACR-2000	931	1
ACID/CORROS STRG CABINET	EAGLE	CRA-32	424	1
ACOUST SIM	QUEST	BA201	470	1
ACTIVE HUB	RAYCOM	3140	765	1
ACTIVE HUB	STDMIC	8	2,142	7
ACTIVE HUB	STDMIC	HUB-01	372	1
ACTIVE HUB	STDMIC	HUB-02	1,017	3
ADAPTER	ADAPTC	1742A/MIDTOW	503	1
ADAPTER	CBLTRN	CFOT-F1	1,463	2
ADAPTER	EG&G	PRNCBL1	450	1
ADAPTER	KIRCOM	PA02B6	262	1
ADAPTER	MOTOROLA	NTN-1043B	823	2
ADAPTER	SEGATE	ST41200NV	323	1
ADAPTER	XIRCOM	EE10BU	1,677	4
ADAPTER	XIRCOM	PA202B6	224	1
ADAPTER	ZENITH	ZWL325012	2,727	1
ADAPTER	ZIRCOM	EE10BU	389	1
ADC	CANBER	177OR (9076)	795	1
ADC	CANBERRA	1806A	1,500	1
ADC	CANBERRA	8075	1,450	1
ADC	CANBERRA	8076	13,002	8
ADC 200MHZ	TRACOR	TN17104	4,758	3
AEROSOL MONITOR	MIE	PDM-3	4,460	2
AGITATOR	ATC	3M1373	3,525	3
AGITATOR	DAYTON	NMN	3,525	3
AIR CLEANER	BOSTON HUNT	HUN-25820	215	1
AIR CLEANR		MAC-21	7,390	2
AIR CLEANR	AUTFLO	5H536	231	1
AIR CLEANR	ENVIRA	13503EV35B	220	1
AIR CLEANR	HNYWEL	F5700	1,090	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
AIR COMPRESSOR	BOSTITCH	CWC100	320	1
AIR COMPRESSOR	DAYTON	1Z944-B	242	1
AIR COMPRESSOR	GAST	DAA-P103-EB	254	1
AIR COMPRESSOR	INGRSL	T3010120H	2,712	1
AIR COMPRESSOR	JOHNSON CONT	A-40-14	3,237	1
AIR COMPRESSOR	SPEEDAIRE	32922B 1	0	1
AIR CONDITIONER	LIEBRT	CU45A	15,626	2
AIR CONDITIONER	TRANE	2-27	78,325	1
AIR CURTAIN	VIRGINIA KMP	AC3600-1150	1,635	3
AIR CYLINDER	MSA	5-447-1	870	3
AIR DRIER	TESTO	HF300A	759	1
AIR FILTRA	CONTRL	SILVR 2000-2	894	1
AIR PUMP	ALPNUC	V112-EB	500	1
AIR PUMP	AMETEC	GN-8P	2,880	3
AIR PUMP	SHAMRK	GN-8	960	1
AIR S PUMP	F&J	HV1SHT	875	1
AIR SAMPLER	DUPONT	GN-8P	997	1
AIR SAMPLER	F & J	LV-1	575	1
AIR SAMPLER	F&J	LV-1	7,425	14
AIR SAMPLER	F&J SP	LV-1	1,725	3
AIR SAMPLER	SAIC	H-809VII	713	1
AIR SAMPLER	SAIC	H809VII	713	1
AIR SAMPLER	SAIC	H-81	1,130	1
AIR SAMPLER	SAIC	H-810	4,520	4
AIR SAMPLER	SAOC	H-810	1,130	1
AIR SAMPLER	SKC/GAST	228-501	690	2
AIR SAMPLER W/SAMPLE PUMP	GASTECH	GX-91B	4,300	2
AIR SAMPLR	AIRSYS	HV108-5	3,200	2
AIR SAMPLR	ANDERS	NMN	1,850	1
AIR SAMPLR	F&H	LV-1	525	1
AIR SAMPLR	F&J	HV-BG	2,600	2
AIR SAMPLR	F&J	LV-1	26,475	50
AIR SAMPLR	MSA	FLOWLITE	368	1
AIR SAMPLR	SAIC	H-809VI	650	1
AIR SAMPLR	SAIC	H-809VII	650	1
AIR SAMPLR	SAIC	HD-29A	5,720	4
AIR SAMPLR	SINCO	224-PCXR7	1,250	2
AIR SAMPLR	STAPLX	LV-1	565	1
AIR SAMPLR	STAPLX	VM-3	1,600	2
AIR S.PUMP	APBUCK	HIGH FLOW	1,490	1
AIR VELOCITY METER	TSI	8360	1,250	1
AIRA CYLINDER	MSA	5-447-1	290	1
AIRCOMPRSR	DAYTON	33355B	242	1
AIRCOMPRSR	GAST	NMN	1,025	1
AIRCOMPRSR	INGRSL	242-5N	540	1
AIRCOMPRSR	PACSCI	3HB19M32	500	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
AIRCYLINDR	MSA	5-447-1	1,160	4
AIRPURIFAC	BALSTN	75-50	2,467	1
AIRSAMPUMP	MSA	92813	250	1
AIS LENS	NIKON	300/4.5	600	1
ALARMSYS	NEPCO	ALERT-850	1,286	1
ALPHA DETECTOR	EBERLINE	LRADCC	17,000	1
ALPHA DETECTOR	LUDLUM	43-10-1	645	1
ALPHA DETECTOR	LUDLUM	43-5	375	1
ALPHAALARM	MERLG	APM01	2,000	1
ALPHAALARM	MERLIN	APM01	4,000	1
ALPHAMETER	ALPNUC	S	1,134	2
ALPHA/BETA COUNTER	GAMMA PROD	G 5020/50	24,502	1
ALPHDETECT	LUDLUM	43-10	6,485	11
ALPHDETECT	LUDLUM	43-10-1	3,175	5
ALPHDETECT	LUDLUM	43-5	2,250	6
ALPHDETECT	LUDLUM	43-9	3,495	9
ALTERNATOR	GENRAC	5972-0	3,000	2
ALTERNATOR	GENRAC	5972-0	1,500	1
ALTIMETER	AMERPA	T-10	250	1
AMMETER	GE	8AK1AAA1	423	1
AMP	CANBERRA	2011	635	1
AMP AGC	HARSHAW	NA-22	11,653	12
AMP BIAS	ORTEC	444	856	1
AMP DDL	CANBERRA	1411A	1,930	3
AMP DELAY	CANBERRA	1457	748	2
AMP DELAY	ORTEC	427A	1,125	3
AMP DELAY	ORTEC	460	3,621	7
AMP DELAY	TENLEC	TC215	1,488	2
AMP LINEAR	ELSINT	CAB-N-1	585	1
AMP LINEAR	HEWLETT PACK	5582A	2,006	4
AMP LINEAR	TENLEC	TC202BLR	493	1
AMP LINEAR	TENLEC	TC203BLR	585	1
AMP LINEAR	TENLEC	TC205A	1,111	1
AMP PLUGIN	TEKTRONIX	7A16A	509	1
AMP PLUGIN	TEKTRONIX	7A16A	509	1
AMP PREAMP	TRACOR	TN17101	211	1
AMPDUALTRC	TECTRONIX	7A26	2,226	1
AMPDUALTRC	TEKTRONIX	7A18	2,358	3
AMPDUALTRC	TEKTRONIX	7A26	6,678	3
AMPLIFIER	CANBERRA	1411A	1,130	1
AMPLIFIER	CANBERRA	2020	5,825	5
AMPLIFIER	EV PRODUCTS	EV580 PROTO	795	1
AMPLIFIER	HNYWEL	117-16	1,212	1
AMPLIFIER	ORTEC	450	4,139	4
AMPLIFIER	ORTEC	571	795	1
AMPLIFIER	ORTEC	572	1,862	2

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
AMPLIFIER	STNRES	SR-560	3,790	2
AMPLIFIER	TEKTRONIX	7A19	6,890	2
AMPLIFIER	TENLEC	TC240	3,635	9
AMPLIFIER	TENLEC	TC244	1,650	1
AMPLINPULS	CANBER	1411	5,000	1
AMPLINPULS	CANBERRA	1411	1,140	2
AMPTIMEBAS	TEKTRONIX	7B70	547	1
AMPTIMFILT	ORTEC	454-	438	1
ANAL LOGIC	PHILIP	PM3500	8,995	1
ANALOG-DIGITAL CONVERTER			0	1
ANALOG-DIGITAL CONVERTER	TRACOR	TN17104	11,260	5
ANALOG-DIGITAL CONVERTER	TRACOR NORTH	TN1710-2	1,107	1
ANALYS SYS		FIAS 400	10,323	1
ANALYTICAL BALANCE	VWR SCIENTIF	SB16001DR	1,519	1
ANALYZER		2750/LL	27,838	1
ANALYZER	HNYWEL	A7001A	1,343	1
ANALYZER	QUEST	1800	4,108	1
ANALYZER & ASSEMBLY	NUCLID	NMN	49,909	1
ANALYZMERC	JEROME	511	4,126	1
ANCILLIARY MODULE	SMPLEC	CME	4,960	1
ANEMOMETER	PACER	DA4000	607	1
ANEMOMETER	YOUNG	18312	686	1
ANEMOPROBE	SOLOMT	127MS	271	1
ANLYZR AIR	PHTVAC	TIPI	3,250	1
ANLYZR AIR	PHTVAC	TIPI	3,250	1
ANLYZR ASY	PERKIN	B0105445	2,340	1
ANLYZRCOIN	TENLEC	TC 404A	475	1
ANLYZRCOIN	TENLEC	TC404A	460	1
ANLYZRVAPR	HNUSYS	PI101	4,245	1
ANLYZSOUND	MINEAR	500A	334	1
ANT FARM	SSD		200	1
ANTENNA	DECIBEL PROD	TDD6492A-B	376	1
ANTENNA	GSSI	FGMOD3100	4,800	1
ANTENNA	ZONGE ENG	TEM/3	1,841	1
APRATUS CC	COLMET	5030	2,290	1
APRATUS TC	COLMET	5020	3,630	1
APBORPRESS	SPRNGV	10TON	612	1
ATS CONTRO	CDC	FA-450-A	41,665	1
AUDIO AMP	CRUTCF	187CR2X50P	219	1
AUDIOMETER	MAICOS	800	3,141	1
AUDIOVIEW	KODAK	450--	334	1
AUTO PROGRAM MODULE		TN1710-7	500	1
AUTO PROGRAMMER	TRACOR	1710-7	500	1
AUTO SAMPLER	PERKIN ELMER	AS-90	5,550	1
AUTOCLAVE	NAPCO	9000 D	1,456	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
AUTOINTPIC	HARSHAW	2000B	1,000	1
AUTOPLOTTR	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	AINSWR	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	E400I	795	1
BALANCE	OHAUS	NMN	297	1
BALANCE	OHAUS CORP	TS400D	950	1
BALANCE	PRECSN	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	SBKD	PN-92418	2,000	1
BALANCE	SRTORS	BA3100P	996	1
BALANCE	SRTORS	LC34000P	2,830	1
BALANCE TL	ARBOR	5005	2,203	1
BAND SAW	LENOX	HVBS-7M	965	1
BANDSAW	JET	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-I00AG	6,699	6
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	DI66KAU5	3,201	1
BASE UNIT	3COM	3C588	2,984	4
BASE UNIT	ETHRNT	3C588	1,596	2
BASEMOUNT	MCKAY	NMN	3,896	1
BASE/CONTROL RADIO	MOTOROLA	L54SUN70DOB	2,030	1
BASIC UNIT	SENCORE	CM2125	3,260	1
BAT CHARGR	MSA	471600	468	1
BATATERY CHARGER	MSA	471600	495	1
BATCH MIXER	LIGHTIN	123854	599	1
BATH	LNGYER	HBJ-151	2,355	1
BATH WATER	BLUEM	MW1120A1	1,234	1
BATH WATER	PRECSN	181	442	1
BATH WATER	PRESCI	185	980	1
BATTERY CHARGER	ALPNUC	552*	600	3
BATTERY CHARGER	DAYTON	2Z3/8D	212	1
BATTERY CHARGER	MSA	47-1600	383	1
BATTERY CHARGER	MSA	471600	1,882	4
BATTERY PACK W/CHARGER	RCA	CPS04	200	1
BATTERY PK	HARSHAW	PPU	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	IOMEGA CORP	TRANSPORT150	549	1
BEVELER	HERMES	B-4	300	1
BIAS SPLY	ORTEC	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	MNOLTA	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	YB-8	392	1
BLOWR DOOR	MINSLO	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
BOILER	BABCOCK	WY	56,342	1
BOILER	CSE	T300PFCG	95,500	1
BOTTOM TOOL CHEST		65025	353	1
BREATH APP	MINE S	ULTRALIGHTII	3,312	2
BREATH APPARATUS	MSA	401*	1,360	2
BREATH APR	MSA	401*	1,360	2
BREATH APR	MSA	484955	11,380	7
BUFFER	ACT	02-03-101	539	2
BUFFER	MBIP	XMBIP	200	1
BULLDOZER	CATERPILLAR	D-6	11,359	1
BUN WARMER	TOSTMS	2DS	300	1
BURNER CONTROL	PERKIN	NMN	5,000	1
C CHAMBER	GJPO	NMN	22,323	1
CABINET	AMCO	500PDM281	333	1
CABINET	EAGLE	CORROSIVE STR	694	1
CABINET	FIRKNG	F-K-4-38CPA	3,180	2
CABINET	JSTRIT	25040	230	1
CABINET	JSTRIT	25710	356	1
CABINET	NUAIRE	NU-119-400	5,475	1
CABINET	ORTEC	LX800	3,760	1
CABLE	EG&G		600	2
CABLE	MARK		5,050	7
CABLE	MARK	NMN	1,150	1
CABLE	MOTOROLA	RTK-4023B	214	1
CABLE ON REEL	MARK		1,550	2
CABLE REEL	AERMTV	358A	526	1
CABLE TESTER	INDEPNT TECH	TEST ALL IV	255	1
CABLETESTR	TEKTRONIX	1503	3,136	1
CABNET FAN	TRANE	T3	2,100	2
CABNET FAN	TRANE	T3	2,100	2
CALCULATOR	HEWLETT PACK	HP-11C	204	1
CALCULATOR	HEWLETT PACK	HP-1912S	585	1
CALCULATOR	HEWLETT PACK	HP-25C	200	1
CALCULATOR	HEWLETT PACK	HP-41C	702	2
CALCULATOR	HEWLETT PACK	HP-41CV	230	1
CALCULATOR	HEWLETT PACK	HP-41CX	1,298	5
CALCULATOR	HEWLETT PACK	HP41CX	478	2
CALCULATOR	HEWLETT PACK	HP48SX	300	1
CALCULATOR	HEWLETT PACK	HP-55	420	1
CALCULATOR	HEWLETT PACK	HP-67	1,687	5
CALCULATOR	HEWLETT PACK	HP-97	5,403	9
CALCULATOR	MONROE	1430	366	1
CALCULATOR	SHARP	CS-2051	464	2
CALCULATOR	SHARP	CS-2780	465	2
CALCULATOR	SHARP	CS2780	448	2
CALCULATOR	SHARP	CS-4163	284	1
CALCULATOR	TI	SR-52	348	1
CALCULATOR	TI	TI-59	1,354	4
CALIB FIX	BFECGJ	NMN	7,300	1
CALIB KIT	JONSON	JC-5383	640	1
CALIB STND	PYLON	1025	410	1
CALIB STND	PYLON	1150	410	1
CALIBRATOR		TN1710-8	425	1
CALIBRATOR	F&J	C-812	500	1
CALIBRATOR	F&J	C-814	500	1
CALIBRATOR	F&J	MJ1011	800	1
CALIBRATOR	GILIAN	800275	1,696	1
CALIBRATOR	GILIAN	800275	11,872	7
CALIBRATOR	GILIAN	D-800270	846	1
CALIBRATOR	GILIAN	D-800272	1,488	2
CALIBRATOR	RRL	829M	6,532	1
CALIBRATOR	TRACOR	TN1710-8	330	1
CALIBRATOR	TRACOR	TN17108	4,725	8
CALIBRATOR FOR SL METER	QUEST	QC-10 CALIB	825	1
CALIBRTR-H	GILIAN	D-800270	1,692	2
CALIBRTR-L	GILIAN	D-800272	744	1
CALIBRTRST	GILIAN	800271	761	1
CALSLAB TH	BFECGJ	TH	2,426	1
CALSLAB TH	BFECGJ	TL	2,426	1
CAMCORDER	CANON	A1-MARK II	1,849	1
CAMCORDER	PANASONIC	AG-170	1,850	1
CAMCORDER	RCA	CC275	2,000	1
CAMCORDER	SONY	CCD-TR101	0	1
CAMCORDER	SONY	CCD-TR4	800	1
CAMCORDER	SONY	CCD-V5000	1,990	1
CAMERA	ASAHI	K2	340	1
CAMERA	AVANT	QUAD 4A	895	1
CAMERA	BRNICA	GS-1	790	1
CAMERA	CANNON	RC250	956	1
CAMERA	CANON	38CX	326	1
CAMERA	HONEYWELL	ESII	667	1
CAMERA	HONEYWELL	SPOTMATIC880	338	1
CAMERA	MINOLTA	DAR2800	13,268	1
CAMERA	NIKON	FM	1,506	2
CAMERA	NIKON	FM-2	449	1
CAMERA	NIKON	N8008S	630	1
CAMERA	NIKON	NIKKORMAT	479	1
CAMERA	PHOTOM	NMN	799	1
CAMERA	PLROID	MP3XL	982	1
CAMERA	PLROID	SPECTRA	216	1
CAMERA	POLAROID	2326	456	1
CAMERA	POLAROID	SLR680	219	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
CAMERA	POLAROID	SLR680SE	225	1
CAMERA	ROBERT	432	5,044	1
CAMERA	ROBTSN	44-4872	43,539	1
CAMERA CCD	COHU	48155100	1,080	1
CAMERA OSC	TEKTRONIX	C-30	885	1
CAMERABODY	CANON	AE-1	237	1
CAMERABODY	CANON	AE-1	259	1
CAMERAOUTF	WILDHB	MPS11	1,020	1
CAMERAQUAD	AVANT	104	510	1
CAMERAXRAY	BLAKE	UB	1,385	1
CAMERA/BACK/LENS	PALARD	500C	1,040	1
CAMPER SHELL	MAGIC TOPPER	FLAIR	0	1
CAN OPENER	EDLUND	#201	262	1
CAN SEALING MACHINE	WISALM	225	307	1
CANSEALMAC	ELLISC	V10A	2,701	2
CANSEALMAC	WISALM	225	296	1
CAPNGSTATN	CBM	NMN	1,700	1
CAR WASHER	HOTSY	981A	2,157	1
CARRY CASE	EG&G	ES-2401	700	1
CART	E-Z-GO	CI-500	4,409	1
CART	E-Z-GO	XI-500	13,226	3
CART	E-Z-GO	XI-875	18,564	3
CART	E-Z-GO/TXTRN	XI-500	3,397	1
CART	TAB	NMN	525	1
CART	TIPKE	5513	209	1
CART ELEC	E-Z-GO	XT-500	4,575	1
CART ELEC	EZGO	XT500	4,386	1
CART ELEC	TAYLOR	R 3-80	5,077	1
CART LAB		NMN	1,212	6
CART LAB	EQUIPT	NMN	1,212	6
CART LAB	LABCON	80200	606	3
CARTMONITR	LUDLUM	239-1F	2,207	1
CASE		NMN	300	1
CASE	HARDNG	312416022702	1,189	1
CASE	PYLON	RN-107	2,125	5
CASSETTE		C30-1	385	1
CD DRIVE	NEC	CDR-74-1	550	1
CD ROM DRIVE	MICRO DESIGN	SE6CDL4	1,173	1
CD ROM DRIVE	MICRO DESIGN	SE6CDL4	2,346	2
CD ROM DRIVE	MICRO DESIGN	SE6CDX	500	1
CD-ROM	TSHIBA	TXM3401E100	583	1
CD-ROM DRIVE	MICRO DESIGN	600CDX	581	1
CD-ROM DRV	SONY	CDU5205-10	258	1
CD-ROM RDR	HTACHI	NMN	1,908	1
CDROMDRIVE	MCRODS	LASERBANK600	481	1
CDROMDRIVE	MCRODS	LSRBNK	481	1
CDROMPLAYR	SONY	600CD CDU6205-10	258	1
CELLULAR PHONE	JOHNSN	8870	1,250	1
CELLULAR PHONE	MOTOROLA	F09HRD8333AG	500	1
CEMENT MIX	ESSICK	65CM	2,115	1
CEMENT MIXER	HOBART	N50	2,335	1
CENTRIFUGE	BECKMAN	GS-6K	9,418	1
CENTRIFUGE	DAMON	UV	3,656	2
CENTRIFUGE	IEC	K	6,750	1
CENTRIFUGE	LEC	2K	2,663	1
CENTRIFUGE	PRECSN	67310	2,748	1
CHAMBER	EDA	RDT-308	2,310	7
CHAMBERION	EBERLINE	RO-2	3,686	4
CHAMBERION	EBERLINE	RO-2	893	1
CHANNEL SPLITTER	TYLINK	ONS42004P5P5	1,600	1
CHARGER		NMN	295	1
CHARGER	AMETEK	3C588	230	1
CHARGER	BENDIX	LAA0375A	300	1
CHARGER	E-Z-GO	20484	306	1
CHARGER	GILIAN	BMS-200	475	1
CHARGER	GILLAN	BMS200	450	1
CHARGER	GILLIAN	BMS200	0	1
CHARGER	HNUSYS	60AC100013A1	720	2
CHARGER	MOTOROLA	HTN9748	466	1
CHARGER	MOTOROLA	NMN	295	1
CHARGER	MOTOROLA	NTN-4796A	512	1
CHARGER	MSA	471600	468	1
CHARGER	SINCO	224-32SCR	302	1
CHARGER	SKC	223-410	251	1
CHARGER5UN	BENDIX	LAA 0380	249	1
CHARGR BAT	ACME	BC80475-A	201	1
CHARGR BAT	MSA	456690	761	1
CHARGR BAT	MSA	471600	446	1
CHARGR BAT	MSA	NMN	892	2
CHARGR BAT	MT SOPRIS	BC1074	446	1
CHARGR BAT	WARDS	61-16403	446	1
CHART RECORDER	E&K	655P	4,988	10
CHART RECORDER	HEWLETT PACK	7155B	6,260	3
CHART RECORDER	RIGAKU	R1302H11	3,050	1
CHASSIS	ATTECH	AF3SCIDKT	985	1
CHEST ICE	POLFOM	301-	390	1
CHILLER	FTS	RS33A00	1,975	1
CHILLER	NESLAB	349104040200	1,500	1
CHIPTESTER	SERVIC	1000	695	1
CHOPPER	HOBART	4612	1,795	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
CHRMGRAPHY	NEC	PM386/25	4,799	1
CHROMATOGR	ABC	AUTOPREP1000	23,999	1
CHROMGRAPH	ANALYT	601 GPC	35,750	1
CHROMGRAPH	DIONEX	4040	35,150	1
CHROMGRAPH	DIONEX	40401	17,515	1
CHROMGRAPH	EXTREL	3400	10,998	1
CHROMGRAPH	HEWLETT PACK	HP-5995	110,815	1
CHROMGRAPH	TRACOR	540	19,370	1
CHROMGRAPH	VARIAN	3400	31,206	2
CHROMGRAPH	VARIAN	3700	5,301	1
CHROMO SYS	EPSON	EQUITY1+	2,129	1
CIR BATH	BRNKMN	RMT20	2,700	1
CIRC BATH	BRNKMN	ULT600	3,225	1
CIRC COOLR	NESLAB	CFT-25	1,505	1
CIRCTTRACR	SCOTCH	TK3A	453	1
CIRCU BATH	HAAKE	N4-B	3,770	1
CIRCUIT SETTER	B&G	931BG	601	1
CIRCULAR RECORDER	OMEGA	CT-1300A	1,795	1
CIRCULATOR	FISHER	9100	1,674	1
CLASSIFIER	TSI	3071	20,970	1
CLEANER	BARK	ULTRASON	565	1
CLEANER	FISHER	PS-14-11	380	1
CLOCK SYN	KINMET	OM-CD	2,400	1
CLOCK SYN	KINMET	OM-DC	2,400	1
CLOUDCHMBR	LEYBLD	559-65	1,979	1
CNDNSATN PARTICLE COUNTER	TSI	3022	17,500	1
CNDSNG UNT	GRANGR	MHAMCTO36SA	862	1
CNTR ALIBE	CANBER	2404	23,489	1
COATER	DENTON	DV515SEM	5,523	1
COD REACTOR	HACH	45600-00	495	1
COLLAPSE-A-TAINER	NEW PIG	PAK-319	1,399	1
COLLECTOR	GILSON	FC203B	1,377	1
COMMUNICATION SERVER	CUBIX CORP	ERS-FAULT TL	11,084	1
COMP TO VIDEO CONVERTER	ADDA TECH	AVERKEY 3-PC	399	1
COMPRESSOR	CAMPBL	MT5012	206	1
COMPRESSOR	CHAMPI	0EH418	5,000	1
COMPRESSOR	DAYTON	1233-98	650	1
COMPRESSOR	DAYTON	3N220	501	1
COMPRESSOR	GAST	DOA0102AA	202	1
COMPRESSOR	GAST	DOA-P109-FB	219	1
COMPRESSOR	HNYWEL	M322	650	1
COMPRESSOR	ISCO	3600	2,761	1
COMPRESSOR	JOY	G0100QP	5,186	1
COMPRESSOR	SANBRN	112A30030	520	1
COMPRESSPR	GRANGR	3Z180	770	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
COMPULOG	CENGEO	NMN	2,500	1
COMPUTER			1,478	1
COMPUTER		COMDIAL	0	1
COMPUTER		PENTIUM 90	0	1
COMPUTER		VECTRA	10,930	1
COMPUTER	3COM	3C588-12TP	995	1
COMPUTER	APPLE	M3078LL\A	3,384	1
COMPUTER	APPLE	MAC PLUS	1,593	1
COMPUTER	COMPAQ	40	4,619	1
COMPUTER	DIGITAL	8PLN/3DDDPM	6,952	1
COMPUTER	DIGITAL EQP	11/44	43,960	1
COMPUTER	DIGITAL EQP	PE4DA-CC	10,796	1
COMPUTER	DIGITL	PC743-W4	2,099	1
COMPUTER	EASY	ED325HI	3,752	1
COMPUTER	ELAB	386SX	6,600	3
COMPUTER	ELAB	386/16	1,200	1
COMPUTER	ELAB	ELAB	2,200	1
COMPUTER	ELAB	Z241	2,200	1
COMPUTER	ELAB	ZUG386-16	3,750	3
COMPUTER	ELAB	ZUS248	1,000	1
COMPUTER	ELAB	ZUS-286	2,200	1
COMPUTER	ELAB	ZUS3865X	1,000	1
COMPUTER	ELAB	ZUS386-SX	1,000	1
COMPUTER	ELAB	ZUS386SX	1,000	1
COMPUTER	EPSON	HX-20	690	1
COMPUTER	EVEREX	DESIGNOTE2	3,340	1
COMPUTER	GATEWAY 2000	486DX266LB	3,060	1
COMPUTER	GATEWAY 2000	4DX2-66	1,974	1
COMPUTER	GATEWAY 2000	4DX2-66E	3,895	1
COMPUTER	GATEWAY 2000	4DX-33	1,590	1
COMPUTER	GATEWAY 2000	4DX-66	1,974	1
COMPUTER	GATEWAY 2000	CB4DX475	4,495	1
COMPUTER	GATEWAY 2000	P4D-66	40,777	17
COMPUTER	GATEWAY 2000	P4D-66	11,691	5
COMPUTER	GATEWAY 2000	P5-90	6,040	2
COMPUTER	GATEWAY 2000	P5-90	10,873	3
COMPUTER	GATEWAY 2000	PD4-66	12,733	5
COMPUTER	GATEWY	LP486I25SX	2,000	2
COMPUTER	HEWLETT PACK	HP-5340A	12,374	1
COMPUTER	HEWLETT PACK	HP-71B	469	1
COMPUTER	HEWLETT PACK	HP85B	8,525	2
COMPUTER	HEWLETT PACK	HP9825T	5,160	1
COMPUTER	IBM	5170	31,020	4
COMPUTER	IBM	70	2,972	1
COMPUTER	IBM	77	12,500	1
COMPUTER	IBM	8570-121	4,065	1

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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	N1716014	8,324	1
COMPUTER	KOMTRN	IPL386SX	4,995	1
COMPUTER	MAXTOR	PO-12S	2,928	1
COMPUTER	MITAC	486DX266	2,148	1
COMPUTER	MKTTCH	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	NRTHGT	4C6338	3,477	1
COMPUTER	OMNIDATA	286-04HC1007	3,192	1
COMPUTER	PACKARD	486SX	0	1
COMPUTER	PERKIN	7500	6,815	1
COMPUTER	PERKIN ELMER		0	1
COMPUTER	POQUET	PQ0164	2,900	2
COMPUTER	RADSHK	TRS80100	499	1
COMPUTER	ROCKWL	AIM65	1,165	1
COMPUTER	SEGATE	ST41200NV	1,760	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	STARWST	486DX/50	3,134	1
COMPUTER	STARWT	486DX	1,869	1
COMPUTER	STATWS	386/33	922	1
COMPUTER	TENLEC	LB5100208001	29,800	1
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	50ZWL-32006	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	150,492	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

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
COMPUTER	ZENITH	Z386/20	11,491	4
COMPUTER	ZENITH	Z386/20-40	3,815	1
COMPUTER	ZENITH	Z-386/20-70	7,180	2
COMPUTER	ZENITH	Z386/20-70	14,040	5
COMPUTER	ZENITH	Z386/20/70	3,590	1
COMPUTER	ZENITH	Z-386/25	3,104	1
COMPUTER	ZENITH	Z-386/25	5,983	2
COMPUTER	ZENITH	Z386/25	3,104	1
COMPUTER	ZENITH	Z386/25-1	3,860	1
COMPUTER	ZENITH	Z386/25-1	4,463	1
COMPUTER	ZENITH	Z-386/25-70	3,413	1
COMPUTER	ZENITH	Z386/25-70	4,724	1
COMPUTER	ZENITH	Z386/33-1	18,851	4
COMPUTER	ZENITH	Z386/4-40	3,349	1
COMPUTER	ZENITH	Z-486/25E	4,960	1
COMPUTER	ZENITH	Z486/25E	9,805	2
COMPUTER	ZENITH	Z-486/33	8,655	1
COMPUTER	ZENITH	Z486/33ET	9,420	1
COMPUTER	ZENITH	ZA138-42	1,044	1
COMPUTER	ZENITH	ZEK1331KP	1,604	1
COMPUTER	ZENITH	ZEL-1331-KP	1,602	1
COMPUTER	ZENITH	ZEL1331KP	3,732	3
COMPUTER	ZENITH	ZEL-1348-KP	1,263	1
COMPUTER	ZENITH	ZEL1648KP	2,220	1
COMPUTER	ZENITH	ZEL-1651-QB	4,992	2
COMPUTER	ZENITH	ZEL-1651-QB	4,622	2
COMPUTER	ZENITH	ZF110-22	3,838	1
COMPUTER	ZENITH	ZF148-41	6,827	8
COMPUTER	ZENITH	ZF148-42	2,455	2
COMPUTER	ZENITH	ZF241-81	4,740	1
COMPUTER	ZENITH	ZF248-81	3,064	1
COMPUTER	ZENITH	ZF248-81	6,128	2
COMPUTER	ZENITH	ZF286	7,796	4
COMPUTER	ZENITH	ZF286-02	2,358	2
COMPUTER	ZENITH	ZJL-4231-KP	2,580	2
COMPUTER	ZENITH	ZJL4231KP	1,290	1
COMPUTER	ZENITH	ZKS-6034-QR	2,579	1
COMPUTER	ZENITH	ZKS-6038-KM	2,350	1
COMPUTER	ZENITH	ZKS6038KM	4,700	2
COMPUTER	ZENITH	ZL433ETO	11,380	2
COMPUTER	ZENITH	ZPR4834KV00	2,135	1
COMPUTER	ZENITH	ZSL-4231-KO	3,039	2
COMPUTER	ZENITH	ZSL4231KO	1,400	1
COMPUTER	ZENITH	ZSL-4234-KO	1,335	1
COMPUTER	ZENITH	ZSL4234KO	1,332	1
COMPUTER	ZENITH	ZSL-4634-KO	4,570	3

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
COMPUTER	ZENITH	ZW158-42	5,281	1
COMPUTER	ZENITH	ZW158-43	5,033	3
COMPUTER	ZENITH	ZW159-3	1,319	1
COMPUTER	ZENITH	ZW241-82	21,744	6
COMPUTER	ZENITH	ZW248-81	2,900	1
COMPUTER	ZENITH	ZW248-82	7,492	3
COMPUTER	ZENITH	ZW248-84	11,908	5
COMPUTER	ZENITH	ZW286	3,992	2
COMPUTER	ZENITH	ZW286-25	72,992	43
COMPUTER	ZENITH	ZW286-40	3,359	1
COMPUTER	ZENITH	ZW386-80	4,658	1
COMPUTER	ZENITH	ZWL0360AA	3,178	2
COMPUTER	ZENITH	ZWL0630AA	3,178	2
COMPUTER	ZENITH	ZWL18393	1,438	1
COMPUTER	ZENITH	ZWL32006	4,398	2
COMPUTER	ZENITH	ZWL325012	2,807	1
COMPUTER	ZENITH	ZWL325112	4,295	1
COMPUTER	ZENITH	ZWL-360-6	7,017	3
COMPUTER	ZENITH	ZWL-4251-20	6,958	2
COMPUTER	ZENITH	ZZSP1645QD	3,160	1
COMPUTER	ZENITH	SS286/20	2,829	1
COMPUTER LAPTOP	ZENITH	ZW286-40	3,359	1
COMPUTER LAPTOP	ZENITH	SS286/20	2,829	1
COMPUTER LAPTOP	ZENITH	SS386/100	3,899	1
COMPUTER LAPTOP	ZENITH	Z286	3,275	1
COMPUTER LAPTOP	ZENITH	ZWL286	3,068	1
COMPUTER LAPTOP	ZENITH	SS286/20	8,135	3
COMPUTER LAPTOP	ZENITH	Z286	3,275	1
COMPUTER LAPTOP	ZENITH	Z286E/20	6,613	2
COMPUTER LAPTOP	ZENITH	Z286/20	2,995	1
COMPUTER LAPTOP	ZENITH	ZWL184-2	1,777	1
COMPUTER TERMINAL	TEKTRONIX	TEK4106	1,048	1
COMPUTER INTERFACE UNIT	CONSUMER TEC	DK003	358	1
COMPUTER LAPTOP	ZENITH	SS286/20	5,658	2
COMPUTER SYSTEM	DIGITAL EQP	VAX300	94,984	1
COMPUTER W/2 RACK & DISK	IBM	9406	0	1
COMPUTER XT LAPTOP	ZENITH	ZWL184-20	2,095	1
COMPUTER (NOTEBOOK)	COMPAQ	4/25CONCERTO	1,243	1
CONCENTRATOR	TEKMAR	14-2000	6,895	1
CONDENSATE PUMP	MARATHON	6150C	0	1
CONDUCTIVITY METER	ORION	122	556	1
CONDUIT BENDER	GREENLEE TEX	1818	2,416	1
CONE BLENDER	WINSMITH	920 MDN	1,920	1
CONNECTION	BLKBOX	NMN	695	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
CONTAINER		NMN	2,825	1
CONTRL ION	GRANVL	03	915	1
CONTROL DP	RIGAKU	5072D1	29,525	1
CONTROL MODULE	BRECGJ	PRN	1,600	1
CONTROL MODULE	CAMPBL	CR-10	2,095	1
CONTROL MODULE	CMASCI	CR-10	970	1
CONTROLLER	CNTRL	CD-4	269	1
CONTROLLER	DYLON	1015B-2	4,982	1
CONTROLLER	IBM	9335-A01	5,705	1
CONTROLLER	IPM	IP1612DC	290	1
CONTROLLER	PERKIN	MHS-20	4,120	1
CONTROLLER	SYMBOL	LL5001200	293	1
CONTROLLER	SYMBOL	LL5001100	1,462	5
CONTROLLER	SYMBOL	LL56001100	293	1
CONTROLLER	TRACOR	TN171024	3,797	1
CONTROLLER	VRSATC	255-VUV	5,000	1
CONTROLLER POWER SUPPLY	PERKIN ELMER	AS90/AS91	0	1
CONVAMPLIT	TENLEC	TC861	625	1
CONVERTER	BRNICA	BA0372	766	1
CONVERTER	CNBERA	8075	1,500	1
CONVERTER	EAZY	LE2110A	1,500	1
CONVERTER	GSSI	38	2,850	1
CONVERTER	NUCLID	MDAC1	2,586	1
CONVERTER	RAYCOM	3140	3,825	5
CONVERTER/CHARGER	HNU	100013A	1,580	4
CONVERTER/CHARGER	HNU SYSTEMS	100013A	790	2
CONVERTER/CUPLEXER	MILAN TECH	MIL-150A	1,958	6
COOLER	BRECGJ	NMN	272	1
COOLER	RUBBER	NMN	272	1
COOLINGSYS	PERKIN	B0145034	1,625	1
COOLSCAN(EXTERNAL FOR PC)	NIKON	LS-10E	1,895	1
COPIER	MNOLTA	2120	1,295	1
COPIER	TOSHIBA	BD8412	7,272	1
COPIER	XEROX	1035	3,395	1
COPIER	XEROX	5100	88,500	1
CORDLESS DRILL	PANASONIC	EY6205	300	1
CORDLESS DRILL W/CHGR	PANASONIC	EY6100	417	2
CORE SPLIT	LONGYR	18774	2,000	2
CORRECTOR	CALINS	LC1201B	1,792	1
COULOMETER	COUMET	5010	6,600	1
COUNT BETA	EBERLINE	BC-4	2,250	1
COUNT FREQ	TEKTRONIX	DC-508	1,300	1
COUNTER	BECKMAN	LS6000TA	33,278	1
COUNTER	EBERLINE	BC-4	4,230	2
COUNTER	EBERLINE	E112	215	1
COUNTER	GE	HP5245L	3,388	1
COUNTER	GE	HP5335A	4,740	1
COUNTER	GR	11919706	1,546	1
COUNTER	JSWFT	E-	1,014	1
COUNTER	JSWFT	NMN	1,014	1
COUNTER	LUDLUM	218	9,735	7
COUNTER	SHOPMA	60+	250	1
COUNTER D	GJPO	EL0018B	4,323	1
COUNTER/TIMER	CANBERRA	1790C	1,705	1
COUNTRUNIV	TEKTRONIX	DC-503	2,671	3
COUNT-TIME	CANBERRA	1790C	1,500	1
COUNT-TIME	CANBERRA	2071	1,700	2
COUNT-TIME	ORTEC	772	641	1
COUNT-TIME	ORTEC	773-	753	1
COUNT-TIME	ORTEC	776	1,140	1
COUNT-TIME	ORTEC	974	3,940	2
CPU	CDC	170-815	420,525	1
CPU	I-BUS	F-286	11,560	2
CRASHKELLY	MEDPLS	CPR1500	1,460	4
CRASHKELLY	MEDPLS	CPR2500	550	1
CRIMP TOOL	GSSI	570	200	1
CRUSHER	DENVER	1-	1,696	1
CRUSHER	DENVER	2-	1,257	1
CRUSHER	DENVER	NMN	1,810	1
CRUSHER	MORSE	JC305	1,407	1
CTR SCALNG	LUDLUM	2200	1,195	1
CTRL MODUL	CMPBEL	CR10	1,762	1
CUMP CART		45-0184-054	243	1
CURVE TRACER	TEKTRONIX	575	1,457	1
CUT OFF MACHINE	MILWAU	5170	342	1
CUTTER	FLETCHER	16663-3000	2,298	1
CUTTER	HUSKIE	WMC750	675	1
CYCLE 4WHL	HONDA	TRX250	2,093	1
D S MODULE	CMPBEL	SM192	817	2
DATA COLLECTION DEVICE	GRID SYSTEMS	2350 PALMPAD	3,000	1
DATA COLLECTOR	PERCON	40-000-00	579	1
DATACONTRL	DIONEX	AI-450	13,950	1
DATACONVTR	CDC	18001-1	3,822	1
DATALOGGER	EVREST	3056DL	1,250	1
DATALOGGER	METRO	714	4,335	2
DATALOGGER	METRO	DL-714	5,385	3
DATALOGGER	OMNI	516C64A	2,773	1
DATAQC SYS	CMT	MC-II	1,305	1
DATATABLET	SUMMA	MM1201	562	1
DATCOMTEST	TEKTRONIX	832	1,942	1
DD SYSTEM	JVR	ST41200NV	1,980	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
DDL AMPLIFIER	CANBERRA	1411A	643	1
DDL AMPLIFIER	CANBERRA	1411A-1	564	1
DECADE BOX	CIARST	240C	448	1
DECADE BOX	CLARST	240C	448	1
DECON PREP	PENTEK	35492	34,278	1
DELTIMEBAS	TEKTRONIX	7B71	800	1
DEMODULATR	VALDYN	CD15	1,325	3
DEMODULATR	VALDYN	DP103	450	1
DENS GUAGE	TROXLR	3411-B	4,300	1
DENSITOMTR	GAM	126P	1,485	1
DESK DOLLY	WESCO	4W485	200	1
DESKPORTE MODEM	MICROCOM	ES 28.8	840	4
DESKTOP	KERN	PE40A-A9	6,825	1
DESORPCOND	SUPELC	60	2,500	1
DESORPUNIT	SUPELC	850	3,995	1
DETEC ALPH	LUDLUM	43-9	405	1
DETECALPH	LUDLUM	43-9	810	2
DETECT GAS	DRAGER	31	242	1
DETECT ION	HNUSYS	ISPI101	4,995	1
DETECT RAD	EDA	RD200	10,299	2
DETECT RAD	EDA	RDA-200	5,290	1
DETECT RAD	GRUMAN	DETECTOR	62,700	1
DETECT RAD	PYLON	PRD-1	435	1
DETECT UV	PERKIN	LC-90	4,600	1
DETECTLEAK	VEECO	MS-17-AB	10,535	1
DETECTOR	ANALYT	UVD1	3,000	1
DETECTOR	BICRON	2M2/2	1,500	5
DETECTOR	BICRON	3M3/3LP	984	1
DETECTOR	BRNSTD	D2770	639	1
DETECTOR	DIONEX	35221	2,697	1
DETECTOR	DIONEX	PULSED AMPER	5,900	1
DETECTOR	EBERLINE	5AC-R5	1,330	1
DETECTOR	EBERLINE	LRADCC	17,000	1
DETECTOR	EV	EV-251-01-B	1,145	1
DETECTOR	GARDNR	70004G2	482	1
DETECTOR	HARSHAW	2000D	15,000	1
DETECTOR	LUDLUM	43-10-1	4,644	2
DETECTOR	LUDLUM	43-9	395	1
DETECTOR	LUDLUM	L-12	0	1
DETECTOR	MILLIPORE	M-996	10,830	1
DETECTOR	ORTEC	GMX20210	26,626	1
DETECTOR	PGT	IGP2016	18,235	1
DETECTOR	PYLON	AEP-47	2,900	5
DETECTOR	RIGAKU	5738E1	1,575	1
DETECTOR	TELDYN	SW-1616	3,925	1
DETECTOR	WESSYS	MERAC-IV	540	1
DETECTRSYS	MCPHAR	POLY-512	24,888	1
DETELECCAP	VARIAN	63NIECD	1,825	1
DEW POINT TRANS	GENEAS	653	295	1
DEW POINT TRANSMITTER	GENEAS	653	295	1
DEWAR	EG&G	DWR-S/F	1,393	1
DEWAR	UNCARB	DEWAR	428	1
DEWAR	UNION CARBID	LD-21	0	1
DEWAR ME	ORTEC	NMN	150.000	1
DEWATERING PUMP	TSURUM	NK-15	1,519	1
DEWPOINT SENSOR	GENEST	1211D	1,824	1
DGTL DRIVE	COLE P	L-07524-20	836	1
DIAZOPRINT	BRNNG	PD-80	1,499	1
DIAZOPRINT	GAF	930D	10,875	1
DICTATING MACHINE	SONY	BM-11	215	1
DIE CUTTER	N/A	NMN	495	1
DIG DRIVE	COLE-P	NMN	780	1
DIG ODOMTR	BFECGJ	NMN	2,522	2
DIG ODOMTR	BFECGJ	ODOMETER	671	1
DIG TESTER	TEKTRONIX	851	2,155	1
DIG THERM	FLUKE	2100A	1,078	1
DIG THERM	OMEGA	HH-1	355	1
DIGITAL DRIVE	COLE PARMER	7524-10	795	1
DIGITAL INPUT	TRACOR	TN171042	7,374	5
DIGITAL MULTIMETER	FLUKE	8842A	1,491	1
DIGITAL PRESSURE GAUGE	MENSOR	15000	2,450	1
DIGITALELE	KEITH	616	1,398	1
DIGITIZER	CALCOM	25180-01	727	1
DIGITIZER	CLCOMP	33360	3,300	2
DIGITIZER	HOUSTN	DT-114	1,150	1
DIGRECORDR	DIGTEC	6110-	1,196	1
DIGTL BURET	BRINKM	50ML	495	1
DIPPINGBED	BFECGJ	TDB-1	6,045	1
DIPPINGBED	BFECGJ	TDB-2	6,045	1
DISC	IBM	400	28,140	3
DISC PORT	MICROTEST	2943400001 01	563	1
DISC PORT	MICROTEST	2943400010 1	563	1
DISCPORT	DISKPT	2943400001 01	530	1
DISCPORT 9030-00	MICROTEST	29434000-01	413	1
DISCRIMNTR	CANBERRA	1432	420	2
DISCRIMNTR	ORTEC	473A	1,433	1
DISCRIMNTR	ORTEC	934	1,433	1
DISCRMNATR	CANBERRA	2032	240	1
DISK DRIVE	DIGITAL EQP	BA42	4,866	1
DISK DRIVE	DIGITAL EQP	EL-750DS	36,566	1
DISK DRIVE	DIGITAL EQP	RUA60-CA	22,000	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
DISK DRIVE	DIGITAL EQP	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	331,363	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	JMR ELECTRNC	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 STOORAGE 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 EQP	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	BRNKMN	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
DOSEMETER	XETEX	44A-21-IMP	350	1
DOSERATE	JOHNSN	2000W	2,499	1
DOSIMETER	ALPNUC	550*	10,941	3
DOSIMETER	DOSMTR	1988A	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
DRAINCLEAN	RIGID	K-37	353	1
DRILL	BLCK & DECKR	1321	224	1
DRILL	MILWAU	5398/CATALOG	213	1
DRILL	MILWAUKEE	0398-1	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	LISLE	91000	389	1
DRIVE	DIGITAL EQP	RRD40-FA	1,475	1
DRIVE PWR	RIGID	700-	418	1
DRIVE SYSTEM DUAL	JMR	MIDTOWER	340	1
DRIVECDROM	DIGITAL EQP	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	IND.FILTERS		276	1
FILTER/STRAINER 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
DRYERPRNT	BESLER	PC-JET	550	1
DRYER&EXTR	BOOK	NMN	472	1
DRYER&EXTR	HUEBSH	NMN	472	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
DSPLY KYBD	CAMPBL	CR10KD	245	1
DTA/TGASYS	STNRED	STA780	59,180	1
DUAL EMERGENCY LIGHT	GRANGER	7V003	202	1
DUAL-COUNT	CANBERAA	1776	1,446	1
DUAL-COUNT	CANBERRA	1776	16,204	12
DUAL-COUNT	ORTEC	778	1,012	1
DUALSCALER	LUDLUM	2929	2,420	1
DUMP CART		45-0184-054	243	1
DUPLICATOR	MNOLTA	DPF105	4,445	1
E BRIDGE		NMN SN:51110	3,953	2
EARTH TESTER	BIDDLE	250241	1,825	1
ECG MACHIN	SIEMEN	E350	3,222	1
EDGER	BRIGGS	80202	206	1
EDGER	SNAPPR	ETC302K	420	1
ELEC CNTRL	UNIVER	DC505A	1,500	1
ELECT DISP	PLANAR	EL8358M	2,295	1
ELECT DISP	PLANAR	EL8358M	2,295	1
ELECTRIC CART	E-Z GO	X 1875	6,226	1
ELECTRIC CART	E-Z-GO	X1500	4,409	1
ELECTRIC CART	E-Z-GO	XI-500	4,409	1
ELECTRIC HAMMER	MILWAUKEE	5300	342	1
ELECTRIC RPISU	RAD ELEC	E-RPISU	1,000	1
ELECTRIC STAPLER		SWI69270	269	1
ELECTRODE	EG&G	303+	2,683	1
ELECTROMAGNET	NUCLID	NMN	758	1
ELECTROMTR	KEITH	610A	1,485	1
ELECTROMTR	NUCLID	EAH 300	4,096	3
ELECTROMTR	TSI	3068	10,680	1
EMANOMETER	SCINTREX	835011	4,582	1
EMANOMETER	TSA	RE350	23,408	7
EMANOMETER	TSA	RE350	3,344	1
ENCLOSURE	CANBER	CE182	15,417	1
ENCLOSURE	GLOBAL	NMN	399	1
ENGRAV SYS	HERMES	V-3000	6,086	1
ENGRAVER	HERMES	CG4	595	1
ENGRAVER	HERMES	ITF	595	1
ENGRAVING TABLE	HERMES	2300240	0	1
ENLARGER	BERKEY	D2-	1,324	1
ENLARGER	BESLER	45MXD	1,506	1
ENLARGER	BESLER	67S	390	1
ENVIRONMENT CONTROL SYS	DATA AIRE	DATA TEMP	0	1
ENVIRONSYS	STANDA	STD/14	6,700	1
ENVRADMON	REUTER	RSS-111	10,325	1
ENVRADMON	REUTER	RSS11110	8,720	1
EQUIPMENT RACK	CBLTRN	NMN	1,000	1
ERPISU	GJPO	NMN	5,892	1
ETH BRIDGE	DIGITL	DECBRIDG90F L	2,500	1
ETHERNET ADAPTER	XIRCOM	EE16BU	397	1
ETHERSWITCH	KALAPANA	EPS500	2,005	1
EVAC SYSTM	AEROVC	951-5091	2,000	1
EVALU TAPE	GRAHAM	550000-2	15,070	1
EVAPORATION SYSTEM	BRINKMANN	R-114	2,778	1
EVAPORATOR	MULTIV	11350-N	2,220	1
EVAPORATOR	ZYMARK	ZW640-3	4,900	1
EVAPORATOR	ZYMARK	ZW8000-2	4,900	1
EX BLOWER	DURIRN	2600CFM	1,035	1
EXERCSER	PROTO	EX2000	349	1
EXHAST FAN	GLOBAL	ST2000	2,595	1
EXHAST FAN	NYBLOW	U8916100	9,200	2
EXHAST FAN	NYBLOW	U8916110	9,200	2
EXHAUST	SUPVAC	P164SE	728	2
EXPNSNCHAS	ZENITH	ZA3040EB	379	1
EXPOSRCONT	GAM	GAMI	1,637	1
EXPOSURE METER	SEKONC	L-256D	200	1
EXTERNAL BUSS	ZENITH	ZAS0304EB	295	1
EXTRACTOR	SFC	SFE/50	28,153	1
EXTSN TUBE	BRNICA	BA3022(G-36)	477	1
EYE WASH	FNDALL	MA-2122S	285	1
FACSIMILE	SHARP	FO-420	1,471	1
FACSIMILE	XEROX	7017	2,126	1
FALLARREST	BARROW	8091T4	1,560	2
FANOUT	ORTEC	918DPF	765	3
FASTCOINCI	ORTEC	414A	572	1
FASTEN GUN	HILTI	DX451	379	1
FAX	CANON	L770	2,700	1
FAX	RICOH	R2110M	4,300	1
FAX MACH	CANON	L770	2,600	1
FAX MACH	CANON	L770 AZ-	2,467	1
FAX MACHINE	CANON	L775	2,085	1
FAX MACHINE	SHARP	FO-420	1,471	1
FAX MACHINE	SHARP	FO-750	3,645	1
FAX MACHINE	XEROX	7042	2,110	1
FAX MACHINE	XEROX CORP	7042	2,110	1
FIBEROPTIC	FOTEC	M200	876	1
FICHE READ	B&H	COMMUTER	297	1
FICHE READ	WSI	INFORMANT-1	233	1
FILESERVER	INTEL	NMN	466	1
FILESERVER	ZENITH	KSL-8071-SW	4,020	1
FILESYSTEM	WESTER	NMN	10,090	1
FILM BACK	BRNICA	BA0460	422	1
FILM BACK	BRNICA	BA460	422	1
FILM BACK	BRNICA	GS120	884	3

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
FILM DRYER	KINDER	KN4320	626	1
FILM PROCESSOR	FUJI	AP5	10,850	1
FILMDISPEN	ICONIC	FD54	3,036	1
FILMRECRDR	LSRGRP	UR	9,950	1
FILTER HOLDER MODULE	NFS/RPS	BF13	1,675	1
FILTER SYS	ENFELD		1,200	1
FILTERED MACHINE	HEPA-AIRE	H2000C	1,950	1
FILTERUNIT	IONEX	5500	6,500	2
FIREPROOF FILE CABINET	FIREKING	4-21-C	1,129	1
FIREPROOF FILE CABINET	FIRKNG	NMN	847	1
FIRPRFFLE	FIRKNG	NMN	847	1
FIT TESTER	TSI	8020	5,000	1
FLAM CABNT	FISHER	97-5050	1,399	1
FLAM CABNT	JUSTRT	25450	414	1
FLAM CABNT	LABSFT	D1359Y	415	1
FLAM CABNT	LABSFT	D1396Y	2,490	6
FLAM CABNT	LABSFT	D1397Y	712	2
FLAMMABLE LIQUID CABINET	LAB SAFETY	QC-1199W	320	1
FLANG TOOL	RAININ	CI900330	230	1
FLASH HEAD	NOVTRN	600	895	1
FLASH UNIT	NIKON	SB-25	335	1
FLASH UNIT	SUNPAC	622	285	1
FLIP CHART EASEL	QUARLET	200E	265	1
FLOPPY DRIVE	ZENITH	ZA180-54	231	1
FLOPYDRIVE	DAYNAF	DF2	439	1
FLOPYDRIVE	POQUET	PQ0164	1,100	2
FLOPYDRIVE	ZENITH	ZA180-54	462	2
FLOPYDRIVE	ZENITH	ZA480-54	251	1
FLOW KIT	GILIAN	D-8002721	725	1
FLOWLITE CHARGER	MSA	BLUE 10	468	1
FLOWLITE CHARGER	MSA	FLOWLITE	468	1
FLOWMETER		220-1170	495	1
FLOWMETER	AROSPC	42L-5-3A(SP)	1,600	2
FLOWMETER	CMEINC	4025.01AD	1,150	1
FLOWMETER	CMEINC	4151000AD	1,100	1
FLOWMETER	CMEINC	C1030LA	2,480	4
FLOWMETER	F&J	C8102	1,050	2
FLOWMETER	ISCO	2300	2,072	1
FLOWMETER	MAST	8231	570	1
FLOWMETER	MT SOPRIS	FLP-2280	3,800	1
FLOWMETER	TELDYN	NALL-IKP	10,000	2
FLOWMETER	TN TEC	9700DSD	3,295	1
FLOWMETER	UNIMET	520	459	1
FLUINCSYST	BFECGJ	III	3,145	1
FLUOROMETER	MILLIPORE	4-474	37,338	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
FLUXER	CLAISS	ES	22,550	1
FLY TRAP	PRISM	P 519	365	1
FORK LIFT (STANDING)	CROWN	20MT-S	4,740	1
FORKLIFT	CATPIL	TC30	13,527	1
FORKLIFT	CLARK	GPX40GAS	28,336	1
FORKLIFT	HYSTER	H-20E	7,308	1
FORKLIFT	HYSTER	ZA80	5,731	1
FORVAC SYS (VACUUM PUMP)	WELCH	1400-	1,540	1
FOUNTAIN	ELKAY	EBFSA-BG-1	460	1
FREEQUENCY CONVERTER	HEWLETT PACK	89430A	21,620	1
FREEZER	BAXTER	SLF518AOB	575	1
FREEZER	GIBSON	FH-10M5DY	319	1
FREEZER	MARVEL	61AF	750	1
FRYER	WELLS	F85	986	1
FUME HOOD		5-1 0116-2E	2,151	1
FUME HOOD	FISHER	NMN	6,830	1
FUME HOOD	KEWAUN	5-0116-2N	1,934	1
FUME HOOD	KEWAUN	H3908MSX	76,344	4
FUME HOOD	KEWAUN	NMN	92,657	6
FUME HOOD	LABCON	22551S9013	2,518	1
FUME HOOD	NONE	NMN	7,470	1
FUMEHOOD	KEWAUN	5011602N	4,657	1
FUMEHOOD	KEWAUN	501262NWE	5,788	1
FUNCTION GENERATOR	STANFORD RES	DS/345-1	2,195	1
FURNACE	FISHER	495	2,915	1
FURNACE	LINBER	51848	842	1
FURNACE	LINBER	51894	2,498	2
FURNACE	LINBER	54032	842	1
FURNACE	THERMO	F-B1315M	387	1
FURNACE (FOR ELAN 5000)	PERKIN ELMER	AS-60	7,356	1
FURNACEMUF	THERMO	F-B1315M	540	2
G PUMP	DIONEX	4000	11,048	1
GALLERY		235	0	1
GAMMA DETECTOR	EV PRODUCTS	EV25103	1,285	1
GAMMA DETECTOR	PGT	IGW1123	18,010	1
GAMMA DETECTOR	TENLEC	CPVDS30	12,312	1
GAMMA TOOL	MT SOPRIS	KLP-2780	5,500	1
GAMMACOCAV	TRACOR	N5-308	490	1
GAMMASENSR	SNTREX	832014	21,516	1
GAS ALARM	GASTEC	GX-86	18,096	8
GAS ALARM	MSA	360	1,517	1
GAS CART	TAYLOR	B 6-10	6,503	1
GAS DETECT	DRAGER	31	510	2
GAS DETECT	GOWMAC	21-150	760	1
GAS DETECT	PYLON	TEL	2,711	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
GAS DETECT	TRACE	RGD2	5,840	1
GAS MONITR	EBERLINE	RGM-3	15,412	3
GASCALBRTR	BFECGJ	NMN	11,239	1
GASCHROMAT	SNSDYN	FID-PLUS GC	6,800	1
GASCHROMAT	SNSDYN	FIR-PLUS GC	6,800	1
GAS/OXYGEN ALARM	MSA	260*	3,070	2
GAS/OXYGEN ALARM	MSA	360	10,619	7
GATE OPENR	STANLY	550-211-RH	2,428	1
GAUGE	NONE	4005K999	290	1
GAUGE	PETROS	7078148CUH RL	988	1
GAUGEPRESS	HEISE	CM-36572	2,158	2
GAUSSMETER	BELL	610	700	1
GC SYSTEM		3600	19,110	1
GEN SYNTH	HEWLETT PACK	HP-3325A	3,102	2
GEN X-RAY	RIGAKU	4056V1	30,625	1
GENERATOR		D13000	15,864	1
GENERATOR	ATI	TDA-4A	1,040	1
GENERATOR	BERNUC	GL3	1,460	1
GENERATOR	BERNUC	RP1	985	1
GENERATOR	BNC	BH-1	1,810	3
GENERATOR	BNC	CT-2	529	1
GENERATOR	GENEST	C-1	1,895	1
GENERATOR	GENRAC	5972-0	826	1
GENERATOR	HEWLETT PACK	8015A	3,242	1
GENERATOR	HEWLETT PACK	HP-3312A	891	1
GENERATOR	HONDA	E1500	2,096	2
GENERATOR	HONDA	EB5000X	1,463	1
GENERATOR	HONDA	EB5000X	1,463	1
GENERATOR	HONDA	EB5000XA	1,528	1
GENERATOR	KATO	GE213	11,920	1
GENERATOR	KATO	KAMAG 14	14,272	1
GENERATOR	KATO	NMN	11,545	1
GENERATOR	ONAN	JC18R14758 AA	5,408	1
GENERATOR	ONAN	K3200	827	1
GENERATOR	ONAN	K3500	2,475	3
GENERATOR	PERMEA	CPA-1	4,900	1
GENERATOR	TEKTRONIX	FG502	2,496	4
GENERATOR	TEKTRONIX	FG504	1,496	1
GENERATOR	WAVTEK	116	841	1
GENGAT&DEL	CANBERRA	1455A	320	1
GENGAT&DEL	ORTEC	416A	345	1
GENTIMMARK	TEKTRONIX	184	700	1
GERMANDECT	CANBER	GC-3021	12,450	1
GERMANIUM DECTCTOR	CANBERRA	GX-S	48,900	1
GERMANIUM DETECTOR	CANBERRA	GX8024 EXTRA	48,900	1
GERMANM DETECTOR SYSTEM	CANBER	GC-3021	12,450	1
GILIBRATOR	GILIAN	X800275	1,795	1
GLOBAL SYS	TRIMBL	TDC-1	64,082	1
GOLD AMALGAMATION	PERKIN ELMER	B019-1090	2,358	1
GONIOMETER	RIGAKU	2173D5	13,375	1
GRAD SYSTM	NANOPR	D4741	2,250	1
GRADIOMETER	URTEC INST	FM18	11,985	1
GRANITELOK	BFECGJ	CALPTDMS	19,963	1
GRAVITY	KEM-X	GG1340C	1,751	1
CONVECTION OVEN				
GRINDER	DENVER	NMN	1,255	1
GRMN DETEC	PGT	IGC4321	29,900	1
GUN CABINT	BROWNG	FROSTEEL	739	1
GURNEY	STRYKR	926-30	575	1
HA MONITOR	QUEST	55-900	463	1
HALIDE SYS	DORMAN	DX-20B	14,018	1
HAMMER DRILL	MAGNUM	5371-1	226	1
HAMMERPROBE	BOSCH	11305	3,600	1
HAND DRYER	WORLD	NT125004A	611	2
HAND DRYER	WORLD DRYER	NT126	643	2
HAND SCAN	SABA	HS-2000	649	1
HAND TRUCK		4W470	229	1
HAND TRUCK	GRAINGR	4W471	342	1
HAND TRUCK	VALLEY	1047	698	1
HAND TRUCK	WESCO	4W470	237	1
HAND & FOOT MONITOR	LUDLUM	49	3,895	1
HARD DISK	OVERBY	900-05-0001	543	1
HARD DISK	PLUS	PLUSPASSPORT	1,058	2
HARD DRIVE	CENON	CRD-253	1,499	2
HARD DRIVE	PERIPHERAL	88/RW44	400	1
HARD DRIVE ENCLOSURE	DIGITALBASIC	BA353-AE	1,936	1
HAZ MAT KIT	SNSDYN	800	1,360	1
HAZ MAT KT	SNSDYN	800	2,398	2
HEADSET	HELLO DIRECT	1441	299	1
HEAT EXCHR	NESLAB	CFT-33	1,695	1
HEAT MONITOR	VISTA	858	1,395	1
HEAT STRESS MONITOR	QUEST	QUESTTEMP I	730	2
HEAT STRESS MONITOR	QUEST TEMP	QUEST I	365	1
HEAT STRESS MONITOR	QUEST TEMP	QUEST I	365	1
HEATER	PRECSN	61560	339	1
HEATER	TEKMAR	14-3531-000	615	3
HEATER	TEKMAR	14-3531-100	410	2
HEATER	TEKMAR	44-3531-100	205	1
HEATER ASY	ELCTML	EME60500CE	1,272	1
HEATMANTLE	ACE	NMN	1,338	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
HEATMANTLE	ELECTH	EM6	1,350	1
HEATMANTLE	GLAS	SOX-125	550	1
HEATMANTLE	PERKIN	B0102953	1,510	1
HEATR ASSY	EXTREL	ALS2016	5,300	1
HEATR ASSY	TEKMAR	143310000	3,675	1
HELLOSET	HELLOD	1341-1	369	1
HEP VACUUM	PULMAN	102A5B12	1,130	2
HEPADEVICE	MICTRP	MICTRAP	2,598	2
HI-POTTER	HIPO	HDB12	950	1
HNY SYSTEM	HNU SYSTEM	IS-101	4,995	1
HOIST		EC106	1,450	1
HOIST	COFFIN	MT05035	1,249	1
HOIST	DAYTON	2Z668A	496	1
HOIST	DAYTON	4Z358	738	2
HOIST	DAYTON	4Z811	417	1
HOLE-HAWG	MILWAU	1675-1	299	1
HORNTAPPED	HEAT	XL2020	3,672	1
HOT PLATE	BNSTED	RE-2240	503	1
HOT PLATE	BRNSTD	HP-47180	210	1
HOT PLATE	BRNSTD	RC2230	2,599	5
HOT PLATE	BRNSTD	SPA1025B	792	3
HOT PLATE	BRNSTD	SPA1025H	264	1
HOT PLATE	CORNING	PC-320	444	2
HOT PLATE	CRNING	PC320	1,056	4
HOT PLATE	FISHER	11-501-4SH	205	1
HOT PLATE	THERMO	2200/2240	650	1
HOT PLATE	THERMO	HPA2245M	1,040	2
HOT PLATE	THERMO	RC2240	1,233	3
HOT PLATE	THERMO	RC2440	411	1
HOT PLATE	THMLYN	RC2230	390	1
HOTSTICK	HASTNG	81-546-U	343	1
HS MONITOR	QUEST	56-900	9,045	9
HS MONITOR	QUEST	56-929	4,677	3
HUMIDIFIER	NORTEC	NHMC-020	1,86[illegible]	1
HYGROMETER	GENEST	1200 APS	7,668	2
HYGROMETER	GENEST	800LC	1,050	1
HYGROMETER	TESTO	6400	839	1
HYGROPROBE	SOLOMT	355RH	341	1
ICE MACHINE	MANITOWOC	BY0425W	1,400	1
ICE MACHINE	SCOTSM	AC30MAE-1B	2,597	1
ICP MASS SPECTROMETER	PERKIN ELMER	5000	145,340	1
ICP-OES SYSTEM	PERKIN ELMER	OPTIMA 3000	101,705	1
ILLUMINATR	AM OPT	365	225	1
ILLUMINATR	B&L	31-35-28	225	1
ILLUMINATR	B&L	31-35-30	900	4
ILLUMINATR	B&L	31-35-39	450	2

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
ILLUMINATR	FIBLIT	170D	225	1
ILLUMINATR	LUXO	FL-1	225	1
ILLUMINATR	LUXO	LFM-1A	225	1
ILLUMINATR	OLYMPS	TE-II	225	1
ILMARADON METER	ILMAST	07	3,643	1
ILMARADON METER	ILMAST	07	3,643	1
IMPEDBRIDG	GR	1608-A	1,561	1
INCUBATOR	HACH	3550	2,030	1
INCUBATOR	HOTPAK	305502	43,295	7
INCUBATOR	HOTPAL	305502	6,185	1
INFAUWPEYE	HUGHES	549	7,295	1
INFRARED HEATER	FISHER	11-504-5	290	1
INPUT MODULE	TRACOR	TN171048	2,250	2
INTEGRATED AMP	ONKYO	A-803	340	1
INTEGRATING RATIOMETER	NUCLID	IR-3A01	4,570	1
INTEGRATOR	HEWLETT PACK	3396B	2,495	1
INTEGRATOR	HEWLETT PACK	HP-3392A	2,695	1
INTERCOM	TALKPH	K-CRP-5920	570	1
INTERCOM	TALKPH	KCRP5920	493	1
INTERFACE		CLNE	0	1
INTERFACE	ALPNUC	540*	2,550	3
INTERFACE	CALCOM	980-49MB	9,945	1
INTERFACE	CAMPBL	A0235	2,164	2
INTERFACE	CAMPBL	A235	1,080	1
INTERFACE	DIGITL	VINIPLUS	399	1
INTERFACE	DIONEX	039678	2,790	1
INTERFACE	DIONEX	NMN	2,790	1
INTERFACE	EBERLINE	WLI-1	1,950	1
INTERFACE	EG&G	918-DBF	705	1
INTERFACE	EG&G	PCBCBLIN	705	1
INTERFACE	HEWLETT PACK	HP82164A	247	1
INTERFACE	HEWLETT PACK	HP82165A	550	2
INTERFACE	ORTEC	981DPF	598	1
INTERFACE	PYLON	C1-55	775	1
INTERFACE	TEKTRONIX	P 5100	650	2
INTERFACE	OMNIDATA	PA-SPIE	456	1
ENCLOSURE INTRFACMOD	TEKMAR	14-2530	2,019	1
INVERTER	STATPR	PROWATT250	205	1
INVERTER	TOPAZ	5312-26	1,935	1
ION ANALYZER	ORION	407A/F	582	1
ION ANALYZER	YLW SPRINGS	407A/F	582	1
ION ANLYZR	ORION	399AF	460	1
ION ANLYZR	ORION	407A/F	2,851	5
ION CHAMBER	EBERLINE	RO-2	1,788	2
ION CHAMBER	LUDLUM	9	1,560	2
ION CHAMBR	EBERLINE	RO-2	1,781	2

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
ION CHAMBR	EBERLINE	RO-20	4,950	5
ION CHAMBR	ORDELA	8210A	20,700	1
ION DETECTOR	HNU SYSTEMS	ISPI101	4,995	1
ION DETECTOR	HNUSYS	ISPI101	14,985	3
ION GAUGE CONTROLLER	NUCLID	1C-11	2,551	1
IONCHROMAT	DIONEX	16	24,610	1
IRRADIATOR	HARSHAW	2000DI	5,000	1
ISOLATION TRANSFORMER	SENCORE	PR57	425	1
JACKHAMMER	INGRND	PBAL2	918	1
JAR MILL	NORTON	56145030	738	1
JAR MILL	NORTON	773	1,149	3
JOY STICK	TEKTRONIX	4952	535	1
JUKEBOX	HEWLETT PACK	C1100A	4,275	1
KEY CUTTER	LCO	026	384	1
KEYBOARD WEDGE	SYMBOL	LL390	347	1
KEYBOARD/DISPLAY	CMPBEL	CR-10KD	251	1
KEYBOARD/DISPLAY	CMPBEL	CR10KD	261	1
LABELING SYSTEM	KROY	244SE	289	1
LABELWRITER	COSTAR	60620	900	1
LABELWRITR	COSTAR	LBLWRTR II+	234	1
LADDER		PWRF105-G	210	1
LADDER	BAUER	SERIES 351	498	1
LADDER	GRAINGER	AS2010	232	1
LADDER	LOUISV	4W076	421	1
LADDER	WERNER	T7208	214	1
LAMINATOR	NEW MK	NMN	797	1
LAMINATOR	SEAL	25	797	1
LAMINATOR MACHINE	NEWMARK	5000	245	1
LAN BRIDGE	DIGITAL EQP	DEBET-RH	7,830	1
LAN CABLE METER	FLUKE	650	1,582	1
LAPIDARY	BUEHLR	1540	940	1
LAPTOP COMPUTER	EVEREXSYS	DESIGNOTE 2	3,340	1
LASER PRINTER	AM	VT600	24,368	2
LASER PRINTER	APPLE	M6000	4,619	1
LASER PRINTER	APPLE	M6000	22,286	5
LASER PRINTER	DATPRO	2865-001	12,500	1
LASER PRINTER	DIGITAL EQP	LN03S-AA	3,395	1
LASER PRINTER	HEWLETT PACK	LASERJET III	1,468	1
LASER PRINTER	LASERMASTER	UNITY1200XL 0	17,000	2
LASER PRINTER	MITSUBI	CP1OU	1,225	1
LASER PRINTER - HP:II	HEWLETT PACK	LAS JET III	1,499	1
LASER PRINTER - II	HEWLETT PACK	33471A	805	1
LASER PRINTER - II	HEWLETT PACK	HP3340A	1,680	1
LASER PRINTER - II	HEWLETT PACK	HP33440A	1,575	1
LASER PRINTER - II	HEWLETT PACK	HP33471A	1,953	2

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
LASER PRINTER - III	HEWLETT PACK	32449A	1,535	1
LASER PRINTER - III	HEWLETT PACK	33449A	10,734	7
LASER PRINTER - III	HEWLETT PACK	33449A	4,422	3
LASER PRINTER - III	HEWLETT PACK	3349A	1,489	1
LASER PRINTER - III	HEWLETT PACK	C2000:A	2,584	2
LASER PRINTER - III	HEWLETT PACK	C2001A	8,151	5
LASER PRINTER - III	HEWLETT PACK	C2001A	3,986	3
LASER PRINTER - III	HEWLETT PACK	C2010A	2,847	1
LASER PRINTER - III	HEWLETT PACK	HP33449A	2,978	2
LASER PRINTER - III	HEWLETT PACK	HP3349A	1,640	1
LASER PRINTER - III	HEWLETT PACK	HP500	3,457	1
LASER PRINTER - III	HEWLETT PACK	HP-501A	2,847	1
LASER PRINTER - III	HEWLETT PACK	HP501A	2,847	1
LASER PRINTER - III	HEWLETT PACK	HP-508	1,417	1
LASER PRINTER - III	HEWLETT PACK	HP-508	4,337	3
LASER PRINTER - III	HEWLETT PACK	HP508	2,885	2
LASER PRINTER - III	HEWLETT PACK	HP-509A	5,700	5
LASER PRINTER - III	HEWLETT PACK	HP*509A	2,684	2
LASER PRINTER - III	HEWLETT PACK	LASERJET III	6,373	6
LASER PRINTER - III	HEWLETT PACK	LASERJET III	12,308	7
LASER PRINTER - III SI	HEWLETT PACK	LASER III SI	3,465	1
LASER PRINTER - IIIP	HEWLETT PACK	111P	1,026	1
LASER PRINTER - IIIP	HEWLETT PACK	33449A	4,458	3
LASER PRINTER - IIIP	HEWLETT PACK	3349A	1,495	1
LASER PRINTER - IIIP	HEWLETT PACK	HP3349A	1,590	1
LASER PRINTER - IIIP	HEWLETT PACK	HP509A	1,342	1
LASER PRINTER - IIIP	HEWLETT PACK	NMN	1,026	1
LASER PRINTER - IIP	HEWLETT PACK	33471A	15,224	15
LASER PRINTER - IIP	HEWLETT PACK	33471A-HPII	994	1
LASER PRINTER - IIP	HEWLETT PACK	HP33471A	7,646	8
LASER PRINTER - IV	HEWLETT PACK	C2001A	3,989	3
LASER PRINTER - IV	HEWLETT PACK	LASERJET IV	2,995	1
LASERJET 4 PRINTER	HEWLETT PACK		0	1
LASERJET 4 PRINTER	HEWLETT PACK	C2011A	21,196	4
LASERJET 4 PRINTER	HEWLT PACKRD	C2001A	2,634	2
LASERJET 4+ PRINTER	HEWLETT PACK	C2037A	1,415	1
LASERJET IVSI PRINTER	HEWLETT PACK	C2010A	2,793	1
LASERJET PRINTER	HEWLT PACKRD	C2001A	1,317	1
LASERMAGST	LASER	CM121	3,500	1
LATCH DIG	TEKTRONIX	DL502	1,428	1
LATHE	AMTC	10-1340	5,295	1
LATHE	SHELDN	E5-56-P	3,519	1
LATHE	SOBEND	CL 117 G	18,572	1
LAWNMOWER	DEERE	A096	895	1
LAWNMOWER	SNAPER	250655	1,259	1
LAWNMOWER	SNAPER	3311X5S	1,715	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
LEAD PIG	ORNCO	RAG	7,250	2
LEADSHIELD	BFEOGJ	SHIELD	989	1
LEADSHIELD	PGT	121212	5,575	1
LEAK DETECTOR	GRAINGER	TIF 5650	240	1
LEAKGUN	ITI	56200	1,895	1
LENS	ASAHI	1:3.5/135	219	1
LENS	ASAHI	SMC PENTAX	557	3
LENS	BRNICA	1:3.5	499	1
LENS	BRNICA	1:4	723	1
LENS	BRNICA	1:4.5	930	1
LENS	HONEWELL	PENTAX	219	1
LENS	HONEYWELL	1:2/35	219	1
LENS	HONEYWELL	PENTAX	438	2
LENS	KALIMR	PKA/KR	430	2
LENS	MNOLTA	23.5X	440	1
LENS	NIKON	1:3.5/28MM	219	1
LENS	NIKON	EL-NIKKOR	290	1
LENS	NIKON	F-AF	1,418	2
LENS	NIKON	NIKOR 135MM	982	1
LENS	VIVATR	3.5-5.3	200	1
LENS	VIVITAR	1:3.3	200	1
LENS	VIVITR	1:3.3	200	1
LFTNG BOOM	WEBB	CM HAS SLNGS	9,546	1
LIFTER	GENIE	SL18	857	1
LIGHT BOOM	BENJU	8-12	8,424	1
LIGHT KIT	LOWEL	01-95	995	1
LIGHTMETER		MPS15	909	1
LINE CONDITIONER	ELGAR	6006B	1,544	1
LINE DISTURBANCE ANALYZER	DRNETZ	606-3	4,889	1
LINE PRINT	CDC	580-16	45,000	1
LINE PRINT	ORTEC	777A	1,130	1
LINE PRINTER	IBM	3262	10,528	1
LINE TRACR	METRO	810	2,744	2
LINEARGATE	CANBERRA	1454	3,942	9
LINEARGATE	ORTEC	426	855	3
LINEARGATE	TENLEC	TC304	1,236	2
LINEARGATE	TENLEC	TC305	1,200	3
LIQ SCINTILLATION COUNTER	PACKARD	B2500P3	27,666	1
LOADER	MOTOROLA	T3011CX	1,198	1
LOCATOR	SCHON	MAC-51B	1,395	1
LOG UNIT	MT SOPRIS	2500	14,575	1
LOGICANLYZ	TEKTRONIX	7D01	4,247	1
LUMINOSCOP	NUCLID	ELM 28	6,390	1
M DETECTOR	SENTRE	01-0210-01	200	1
MACH MILL	ENCO	100-5700	2,395	1
MACRO LENS	NIKKOR	28-85MM	400	1
MAGNETIC TAPE COUNTER	TRACOR	TN171027	1,000	1
MAGNETOMTR	SNTREX	MP-2PROTON	9,352	1
MAGTAPE TR	CDC	679-2	53,190	3
MAIL CART	CHRNSM	M212	430	1
MANOMETER	DWYER	11-287-15	420	1
MANOMETER	DWYER	305-8WT	83	1
MANOMETER	NEOTRN	EDM1	1,084	1
MANUAL DISPENSER	BETTER PKG	333	330	1
MAP HOLDER	FUNHLD	VIP3000-3001	2,250	1
MASERFLEX 1/S DRIVE	COLE PARMER	7524-10	795	1
MASSPECTRM	EXTREL	ELQ-400	50,630	1
MASSSTRGCT	CDC	FA722-B	73,062	1
MASTER CAB		10	15,625	1
MCA	CANBER	3502	7,140	1
MCA	CANBERRA	3100	4,517	1
MCA	NUCDAT	ND6	9,850	1
MCA	TRACOR	TN17104K	28,288	3
MCR/R MTR	LUDLUM	19	5,115	6
MEASUR MOD	CAMPBL	CR-10	970	1
MEASURESYS	HEWLETT PACK	5300B	455	1
MEASURING HOOD	SHORTRIDGE	CFM-88-3	0	1
MEASURING SYSTEM	KEITH	500	10,030	1
MEC-4	NUCLID	MEC-402	5,707	1
MEGAPHONE	CBLFRM	S-245	527	2
MEGAPHONE	CBLFRM	S245	264	1
MEGOHMETER	MITCHE	0E210600CL	899	1
MEMBRANE DESOLVATOR	CETAC	MDX-100	8,900	1
MEMORY SUB GROUP	TRACOR	TN171028	5,000	1
MEMORY SUBGROUP	TRACOR		0	1
MEMORY SUBGROUP	TRACOR	TN171028	2,975	7
MEMRYSUBGR	TRACOR	TN171028	425	1
MERC SYSTM	PERKIN	102954	6,025	1
METAL CUTTER SHEAR	METALX	FMU3020	1,550	1
METAL DETECTOR	GARRETT	SADS	400	1
METEOGRAPH	WEAMEA	M701	590	1
METER		PDR-102	540	1
METER		PDR-103	540	1
METER	KEITH	36155	275	1
METER	SENTRO	2001	995	1
METER COND	GEONIC	EM31-DL	11,406	1
METER COND	GEONIC	EM34-DL	16,772	1
METER GAS	ALPNUC	400	350	1
METER GAS	AMRMTR	DTM-115	788	1
METER GAS	AMRMTR	DTM1153	713	1
METER GAS	SINGER	DTM-115	642	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
METER PJR	BRNSTD	D2770	490	1
METER RHR	EBERLINE	PRM-7	12,883	4
METER SOIL	SOIL	5910A	246	1
METER SURV	EBERLINE	ESP-2	2,397	2
METER SURV	EBERLINE	RO-3A	635	1
METER SURV	KEITH	36155	1,595	1
METER TEMP	ORION	520A	725	1
METERMOIST	COSA	CA-02	4,450	1
METERVAPOR	AID	590	5,850	1
METERVIBRA	VIBRA	350-A	1,134	1
METRFLUOXY	HOREC	5946-10	239	1
METRMAGSUS	GEOINS	JH-8	1,141	1
MICROBUFER	ACT	MICROBF	241	1
MICROBUFFR	ACT	02-50-364	241	1
MICROBUFFR	ACT	0250364	5,978	25
MICROBUFFR	ACT	0250364	964	4
MICROBUFFR	ACT	MICROBUF	2,060	5
MICROBUFFR	ACT	MICROBUF	386	1
MICROBUFFR	ACT	MICROBUF	28,425	79
MICROCOMPUTER	TOUCHE	486/33/555 0T	4,568	1
MICROFILM PROCESSING UNIT	KODAK	1002807	13,606	1
MICROHARD	ZEISS	MHP1	6,451	1
MICROLOGER	CSI	CR21	2,800	1
MICROMETER	LUDLUM	19	2,610	3
MICROMETER	MITU	NMN	236	1
MICROMETER	MITUTO	8469ALL	236	1
MICROMNMTR	ALNOR	530	495	1
MICROPHONE	ARMACO	MP112	255	1
MICROPHONE	EDCOR	PM-5	510	2
MICROPHONE	LAFAT	ML-3	255	1
MICROPHONE	LAFAYE	99-46427	255	1
MICROPHONE	LAFET	99-46427	1,530	6
MICROPHONE	NADY	351VR	510	2
MICROPHONE	RELSTC	33-1056A	510	2
MICROPHONE	TELDYN	MC-057	255	1
MICROPHOTO	ZEISS	NMN	24,462	1
MICROSCOPE	B&L	31270142	2,630	2
MICROSCOPE	B&L	3270424A	1,245	1
MICROSCOPE	MICROO	100X	290	1
MICROSCOPE	NIKON	OPTIPHOT	27,912	1
MICROSCOPE	OLYMPS	NMN	838	1
MICROSCOPE	ZEISS	471690	33,364	3
MICROSCOPE	ZEISS	47-21-89	13,560	1
MICROSCOPE	ZEISS	NMN	23,598	1
MICROSEAL	MICRSL	VW-16	3,695	1
MICROWAVE	GE	JE2851	747	3
MICROWAVE	HOLDAY	HI1501	500	1
LEAKAGE METER MICROWAVE SYSTEM	CEM	MDS-81D	6,200	1
MICROR METER	LUDLUM	19	835	1
MILL	K&T	205D12	18,605	1
MILL	THOMAS	4	4,100	1
MINIPROKIT	NVATRN	440PLUS	722	1
MINIPULSER	EBERLINE	MP-2	2,100	2
MINIRAM AEROSOL MONITOR	MIE	PDM-3	3,230	1
MINITOWER CABINET	HEWLETT PACK	C3034T	9,894	1
MINRL LITE	UVP	R-52G	476	1
MITER SAW	DEWALT	DW70W12	379	1
MIX CONSOL		2000	743	1
MIXER	FSHER	G560	214	1
MIXER	NORTH	NS-459	750	1
MIXER/ROUTR	CANBERRA	8222A	7,350	6
MIXR/ROUTR	CANBERRA	8222A	2,450	2
MIXT/ROUTR	CANBERRA	8222A	1,145	1
MNTRAERSOL	MIE	PDM-3	4,460	2
MOD UPGRDE	TKTRNX	XP350	1,612	1
MODEM	CAMPBL	DC112	294	1
MODEM	CXR CO	2445-FXO	400	1
MODEM	DOWTY	DCP3552	3,380	2
MODEM	GRID	G2442262GL C	2,845	1
MODEM	HAYES	08-00093	529	1
MODEM	MCRCOM	71-23	1,875	3
MODEM	MCRCOM	7123-0200	3,610	5
MODEM	MCRCOM	AX/9624C	2,637	3
MODEM	MCRCOM	OX/V-32C	3,300	2
MODEM	MCRCOM	GX4232	574	1
MODEM	MCRCOM	QX/4232	574	1
MODEM	MCRCOM	QX/4232	2,296	4
MODEM	MCRCOM	QX/4232BIS	1,013	2
MODEM	MCRCOM	QX/V.32C	825	1
MODEM	MCRCOM	QX\4232BIS	575	1
MODEM	MCRCOM	WX/4232	574	1
MODEM	MCRCOM	QX/4232BIS	2,380	4
MODEM	MICROCOM	AX/96243	879	1
MODEM	MICROCOM	DESKPORTE	760	2
MODEM	MICROM	QX/4232BIS	571	1
MODEM	PRPER	PM14400RXPP M	365	1
MODEM	TELBIT	T2SA	560	1
MODEM	USROBT	2400	5,170	12
MODEM	USROBT	2400B	648	2
MODEM	USROBT	9600	735	1
MODEM	USROBT	9600BPS	1,370	2

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MODEM INTERNAL	HAYES	07-00038	389	1
MODEM INTL	HAYES	07-00038	600	1
MODEM INTL	HAYES	07-00056	2,427	4
MODEM INTL	HAYES	07-00056	510	1
MODEM INTL	RIXON	R212A	485	1
MODM SMART	HAYES	1002US	450	1
MODULE	CMPBEL	CR-10	2,795	1
MODULE	CMPBEL	SM192	352	1
MODULE	DORMAN	MC-1	11,645	1
MODULE	ETHRNT	MS-502	1,125	1
MODULE	NET	IM-506-ARCNT	4,500	1
MODULE	SMPLEC	CME	4,960	1
MODULE ANC	SMPLEC	CME	14,880	3
MODULESTRG	CAMPBL	SM-192	441	1
MODULTESTR	INNOVE	SIMMSIP	875	1
MODUMETER	SOLOMT	2013	218	1
MODUMETER	SOLOMT	2019	404	1
MONCHROMTR	RIGAKU	2726E1	5,860	1
MONITCOMM	IFR	FMAM 1200S	7,476	1
MONITER	AAMAZING	14" SVGA	366	1
MONITOR			0	1
MONITOR		COMDIAL	0	1
MONITOR		CVP5468NR	325	1
MONITOR		MXA1F1	1,174	1
MONITOR		NMN	4,389	3
MONITOR	AAMAZING	14" SVGA	366	1
MONITOR	AAMAZING	14" SVGA	366	1
MONITOR	AAMAZING	14"	299	1
MONITOR	AAMAZING	14" SSVGA	366	1
MONITOR	AAMAZING	14" SVGA	2,728	8
MONITOR	AAMAZING	14" SVGA	9,542	21
MONITOR	AAMAZING	14" VGA	1,017	3
MONITOR	AAMAZING	14" VGA	1,383	4
MONITOR	AAMAZING	14"SVGA	705	2
MONITOR	AAMAZING	14"SVGA	299	1
MONITOR	AAMAZING	14"SVGACOLOR	1,080	3
MONITOR	AAMAZING	34841	366	1
MONITOR	AAMAZING	8428MX14	369	1
MONITOR	AAMAZING	AMA8428MX	366	1
MONITOR	AAMAZING	AMA8486TX	366	1
MONITOR	AAMAZING	CM 8486QX	366	1
MONITOR	AAMAZING	CM428MX	366	1
MONITOR	AAMAZING	CM8418MX	4,295	1
MONITOR	AAMAZING	CM8418MX	4,295	1
MONITOR	AAMAZING	CM8424MX	975	3
MONITOR	AAMAZING	CM-8428MX	366	1

PROPERTY DESCHIPTION	MANUFAC	MODEL	COST	QTY
MONITOR	AAMAZING	CM8428MX	19,316	49
MONITOR	AAMAZING	CM8428MX	12,267	21
MONITOR	AAMAZING	CM8428MXSVGA	366	1
MONITOR	AAMAZING	CM8466TX	0	1
MONITOR	AAMAZING	CM84860X	366	1
MONITOR	AAMAZING	CM-8486QX	1,831	5
MONITOR	AAMAZING	CM8486QX	1,831	5
MONITOR	AAMAZING	CM8486QX	1,098	3
MONITOR	AAMAZING	CM-8486TX	366	1
MONITOR	AAMAZING	CM8486TX/14	366	1
MONITOR	AAMAZING	CM8728MX	366	1
MONITOR	AAMAZING	NMN	678	2
MONITOR	ACER	7133D	0	1
MONITOR	ALPNUC	760T	20,600	1
MONITOR	AMANG	14" SVGA	366	1
MONITOR	AMAZMG	CM8428MX	825	1
MONITOR	AMAZNG	CM8428MX	732	2
MONITOR	AMDEK	710	978	2
MONITOR	APPLE	M5814LL\A	0	1
MONITOR	APPLE MACINT	M2346LL\A	0	1
MONITOR	BESTP	3.1KVA	2,901	1
MONITOR	CTX	CPS-1760LR	1,454	2
MONITOR	DIGITL	PC7XV-DE	400	1
MONITOR	EVERVW	EM-1428	260	1
MONITOR	EVERVW	EM-1428	260	1
MONITOR	GATEWAY 2000	17004AAWW	0	1
MONITOR	GATEWAY 2000	17004AAWW	715	1
MONITOR	GATEWAY 2000	CPD-15F13	0	3
MONITOR	GATEWAY 2000	CPD-15F13	0	5
MONITOR	GATEWAY 2000	CPD915F13	0	6
MONITOR	GATEWAY 2000	CS1024NI2G	1,974	2
MONITOR	GATEWAY 2000	CS1572CG	0	1
MONITOR	GATEWAY 2000	CS1572DG	2,659	7
MONITOR	GATEWAY 2000	CS1572DG	399	3
MONITOR	GATEWAY 2000	CS1572DGM	420	1
MONITOR	GATEWAY 2000	CS17762LE G	785	1
MONITOR	GATEWAY 2000	CS17762LEG	780	1
MONITOR	GATEWAY 2000	CPD-15F13	0	1
MONITOR	GATEWY	CS1024N12G	400	2
MONITOR	GOLDSTAR	1620	738	1
MONITOR	GOLDSTAR	1620 PLUS	738	1
MONITOR	GOLDSTAR	1620VGA	3,453	5
MONITOR	GOLDSTAR	1620VGA	1,403	2
MONITOR	GOLDSTAR	1620VGA	679	1
MONITOR	GOLDSTAR	MBM-2105A	0	1
MONITOR	IBM	5154001	1,356	2

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MONITOR	IBM	COLOR	0	1
MONITOR	IDEM	MF-5117	900	1
MONITOR	MAGNVX	7CM329	359	1
MONITOR	MAGNVX	9CM032	314	1
MONITOR	MAGNVX	9CM062	718	2
MONITOR	MAGNVX	9CM082	731	2
MONITOR	MAGNVX	9CM082-0741	371	1
MONITOR	MAGNVX	9CM0820741	359	1
MONITOR	MAGNVX	CM8764	280	1
MONITOR	MAGNVX	CM9062	673	2
MONITOR	MAGNVX	CM9062	314	1
MONITOR	MAGNVX	CM9085	375	1
MONITOR	MAGNVX	CM9085	718	2
MONITOR	MGNAVX	CM9039194T	470	1
MONITOR	MITAC	M1564PD	0	1
MONITOR	MULTSY	JC1404HMA1	575	1
MONITOR	NAGNAV	CM9085	359	1
MONITOR	NEC	15" COLOR	800	1
MONITOR	NEC	17"COLOR	1,463	1
MONITOR	NEC	3FGE	1,153	2
MONITOR	NEC	3FGX	700	1
MONITOR	NEC	3FGX	647	1
MONITOR	NEC	APC-H530	900	1
MONITOR	NEC	JC1401P3	1,058	2
MONITOR	NEC	JC-1403HMA	1,204	3
MONITOR	NEC	JC-1403HMA	4,200	9
MONITOR	NEC	JC1403HMA	1,287	3
MONITOR	NEC	JC1403HMA	2,682	6
MONITOR	NEC	JC-1404-HMA	553	1
MONITOR	NEC	JC-1404HMA	1,206	2
MONITOR	NEC	JC1404HMA	1,025	2
MONITOR	NEC	JC1404HMA	480	1
MONITOR	NEC	JC1531VMA	3,883	5
MONITOR	NEC	JC-1531VMA-2	769	1
MONITOR	NEC	JC-1532VMA	615	1
MONITOR	NEC	JC-1532VMA	8,094	13
MONITOR	NEC	JC1532VMA	6,525	10
MONITOR	NEC	JC1532VMA	1,255	2
MONITOR	NEC	JC-1532VMA-2	1,170	2
MONITOR	NEC	JC1532VMA-2	530	1
MONITOR	NEC	JC1532VMA2	1,184	2
MONITOR	NEC	JC1532VMAN	591	1
MONITOR	NEC	JC1731VMA	1,170	1
MONITOR	NEC	JC17411UMA	1,308	1
MONITOR	NEC	JC-1741UMA	1,330	1
MONITOR	NEC	JC1741UMA	5,335	4
MONITOR	NEC	JC2002VMA	2,131	1
MONITOR	NEC	JC532VMA	615	1
MONITOR	NEC	KC-1532VMA-2	588	1
MONITOR	NEOTPN	50-0D	1,716	1
MONITOR	PACKARD		0	1
MONITOR	PERKIN	7500	3,820	1
MONITOR	PRINCE	1400	550	1
MONITOR	PRINCE	ULTRA 14	549	1
MONITOR	PRINCE	ULTRA1400	529	1
MONITOR	REUTER	RS112	455	1
MONITOR	SMSUNG	CVL4955	249	1
MONITOR	SONY	CPD-1304	0	1
MONITOR	SONY	PVM1343MD	1,050	1
MONITOR	STARWEST	14" VGA	678	2
MONITOR	STARWEST	486/33	2,086	1
MONITOR	TATUNG	14AUS	1,017	3
MONITOR	TATUNG	CM-14AUS	1,695	5
MONITOR	TATUNG	CM14AUS	1,017	3
MONITOR	ZENITH	ACM-1450	392	1
MONITOR	ZENITH	ACM1540UT	360	1
MONITOR	ZENITH	ACM1790BA01	0	1
MONITOR	ZENITH	ZCM1390	13,977	33
MONITOR	ZENITH	ZCM1390A	1,240	3
MONITOR	ZENITH	ZCM1390AZ	4,753	11
MONITOR	ZENITH	ZCM-1390-A/Z	496	1
MONITOR	ZENITH	ZCM1390Z	7,166	16
MONITOR	ZENITH	ZCM-1430	1,014	3
MONITOR	ZENITH	ZCM1430	338	1
MONITOR	ZENITH	ZCM-1430-BA	338	1
MONITOR	ZENITH	ZCM1430BA	676	2
MONITOR	ZENITH	ZCM-1440-DT	858	2
MONITOR	ZENITH	ZCM-1440-UT	429	1
MONITOR	ZENITH	ZCM-1450-UT	380	1
MONITOR	ZENITH	ZCM1450UT00	381	1
MONITOR	ZENITH	ZCM-1450-UT1	360	1
MONITOR	ZENITH	ZCM1490	7,859	13
MONITOR	ZENITH	ZCM1490SE	649	1
MONITOR	ZENITH	ZCM1490SW	11,273	19
MONITOR	ZENITH	ZCM1490Z	5,433	9
MONITOR	ZENITH	ZCM-1492	5,030	3
MONITOR	ZENITH	ZCM1492	2,327	4
MONITOR	ZENITH	ZCM1492Z	1,348	2
MONITOR	ZENITH	ZCM-1540-UT	509	1
MONITOR	ZENITH	ZCM1540UT	360	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
MONITOR	ZENITH	ZCM1540UT0G	440	2
MONITOR	ZENITH	ZCM-154-UT-1	478	1
MONITOR	ZENITH	ZCM-1790	1,220	1
MONITOR	ZENITH	ZMM149P	165	1
MONITOR	ZENITH	ZVM-133	756	2
MONITOR	ZENITH	ZVM-135	987	3
MONITOR C	DIGITAL EQP	PM363-PK	4,064	1
MONITOR C	DIGITAL EQP	VRT19-DA	4,064	1
MONITOR C	IBM	5154001	678	1
MONITOR C	NEC	JC1401P3	3,366	6
MONITOR C	NEC	JC1402HMA	5,349	11
MONITOR C	NEC	JC-1403HMA	3,226	6
MONITOR C	NEC	JC1403HMA	5,672	11
MONITOR C	NEC	JC1404HMA	3,024	4
MONITOR C	NEC	JC-1404HMA-1	640	1
MONITOR C	NEC	JC1501VMA	3,684	4
MONITOR C	NEC	JC1601VMA	2,295	2
MONITOR C	NEC	JC2002VMA	4,376	2
MONITOR C	NEC	JC2002VMA1	2,131	1
MONITOR C	QUASAR	TT6278YW	390	1
MONITOR C	ZENITH	ZCM1390	848	2
MONITOR C	ZENITH	ZCM1390Z	730	2
MONITOR C	ZENITH	ZCM-1492	629	1
MONITOR C	ZENITH	ZVM-135	479	1
MONITOR TV	RCA	FMR720	540	1
MONITOR TV	SONY	PVM 2550	2,974	1
MONITOR TV	ZENITH	SS6015W	300	1
MONITOR WL	EBERLINE	WLM-1	30,347	13
MONITOR WL	EBERLINE	WLM-1A	12,375	5
MONITOR (PLASMA II SYS)	PRINCETON	ULTRA 1400	376	1
MONITOR (W/ICP SYS)			0	1
MONITOR (W/VCR)	RCA	FKC2023S	899	1
MONITOROXY	DELTAF	500	1,885	1
MONITORRAD	GJPO	NMN	26,496	4
MONITR RAD	PYLON	AB-5	4,809	1
MONONMETER	DWYER	400-10	262	1
MONOTOR C	NEC	JC1404HMA	639	1
MONTR HEAT	VISTA	858	2,790	2
MONTR SURV	SUMMIT	SIP1000	28,395	5
MONTR VAPR	XONTEC	GC-810	10,472	1
MONTRVAPOR	PHTVAC	TIPII	3,900	1
MONVRECORD	PANASONIC	AG-513A	495	1
MONVRECORD	PANASONIC	AG513A	495	1
MOTOR	BALDOR		230	1
MOTOR	BALDOR	M3313T	260	1
MOTOR	SE	NMN	296	1
MOTOR 12 VLT 18HP	BRIGGS/STRAT	18TWIN II	0	1
MOUNTCAMRA	RIGAKU	1300	575	1
MOWER	TROYBT	34308	1,453	1
MSDS DELIVERY SYSTEM	MILLIPORE	M-600	12,978	1
MSTR SPORT	ZENITH	ZZWL-320-60	4,540	2
MTR RESIST	BAROID	553*	350	1
MTRCONDUCT	YLW SPRINGS	32FL	2,139	2
MULE	KWASKI	KAF300AL	3,409	1
MULE	KWSAKI	KAF300AL	3,409	1
MULTI CONNECT REPEATER	3COM	30588-12TP	1,039	1
MULTI CONNECT REPEATER	3COM	3C588	12,971	13
MULTI CONNECT REPEATER	3COM	3C588	997	1
MULTI CONNECT REPEATER	3COM	3C588-12TP	3,947	4
MULTIBUFFR	ORTEC	NS918A	11,841	3
MULTIBUFFR	ORTEC	NS918-OPT5	10,188	3
MULTICHANNEL ANALYZER	TRACOR	TN1710-4K	9,444	1
MULTICHANNEL ANALYZER	TRACOR	TN17104K	33,378	3
MULTIMETER	FAIRCH	7050	302	1
MULTIMETER	FLUKE	87	891	3
MULTIMETER	HEWLETT PACK	3435A	275	1
MULTIMETER	HEWLETT PACK	HP3476B	275	1
MULTIMETER	SIMPSN	260	460	2
MULTIMETER	SIMPSN	360-2	398	1
MULTIMETER	TEKTRONIX	7D13	630	1
MULTIMETER	TEKTRONIX	DM501	460	1
MULTIMETER	TEKTRONIX	DM501A	866	2
MULTIMETER	TEKTRONIX	DM502A	1,569	3
MULTIMETER	TEKTRONIX	TM515/05	388	1
MULTIPLEXER	TRACOR NORTH	1710-5	1,462	1
MULTIPLEXR	CDC	DY-200A	32,849	1
MULTIPLEXR	IBM	3299-002	458	1
MULTIPLEXR	IBM	3299-2	1,311	3
MULTIPLEXR	MICOM	ME724D	1,070	2
MULTIROUTER	TRACOR	TN1710-5	1,462	1
MULTIROUTER	TRACOR	TN17105	1,462	1
MULTIROUTR	ORTEC	NS47616A	8,299	3
MULTIROUTR	ORTEC	NS476-4A	2,924	2
MULTMTRCNT	HEWLETT PACK	5306A	713	1
MULTMTRDIG	FLUKE	8600A	531	1
MVII	DIGITAL EQP	VAXII	77,015	1
NAILER	PASLOD	3250-F16	400	1
NAILER	FASLCO	5300	553	1
NAILER	FASLCO	5300 PLUS	415	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
NAILER	PASLOD	MU-212 F	388	1
NAILER	STANLY	N12B1	399	1
NAIL(D)CETEC		DS5-3-F	1,098	1
NEBULIZER	CETAC	U-5000	14,900	1
NETPORT	GLTRNX	1000	413	1
NETPORT	INTEL	PCLA2121	707	2
NETPORT	INTEL	PCLA2131	422	1
NETPORT PRINT SERVER	INTEL	EXPRESSXL	0	1
NETPORT PRINT SERVER	INTEL	PCLA2131	1,696	4
NETPORT SERVER	INTEL	601	466	1
NETPORT SERVER	INTEL	NMN	480	1
NETPORT SERVER	INTEL	PCLA2121	470	1
NETPORT SERVER	INTEL	PCLA2122	452	1
NETPORT SERVER	INTEL	PCLA2131	1,748	4
NETPORT XL PRINT SERVER	INTEL	PCLA2131	904	2
NETWORK BRIDGE	CBLTRN	NB-29E	2,195	1
NETWORK HUB	KALPANA	EPS-2015-RS	12,630	2
NETWORKCON	DIGITAL EQP	DELNI-AA	3,269	1
NEUTCOUNTR	EBERLINE	PNR-4	2,250	2
NEUTRN CSK	REACEX	PIG	5,010	1
NEUTRNTOOL	MT SOPRIS	LLP-2676	7,200	1
NEUTRON MONITOR	NEUCRC	NP-2	1,575	1
NIBBLR MTL	MORN	MN70	553	1
NIMBIN	BFECGJ	NMN	1,446	2
NIMBIN	BNC	AP-1/A	723	1
NIMBIN	BNC	AP-2H	1,446	2
NIMBIN	CANBERRA	1400	1,204	2
NIMBIN	CANBERRA	2000	3,506	5
NIMBIN	ORTEC	401A	835	1
NIMBIN	ORTEC	401A	2,353	3
NIMBIN	ORTEC	401A402A	647	1
NIMBIN	ORTEC	401B	3,158	4
NIMBIN	ORTEC	401B402D	1,944	2
NIMBIN	ORTEC	402M	532	1
NIMBIN	ORTEC	420H	872	1
NIMBIN	TENLEC	3-	608	1
NIMBIN	TENLEC	NMN	260	1
NIMBIN	TENLEC	TB3TC911	729	1
NIMBIN	TENLEC	TB3/TC911	925	1
NIMBIN	TENLEC	TC911	5,422	8
NIMPWRSUPL	EG&G	M125/N	809	1
NINPWRSPLY	HEWLETT PACK	55808	1,650	2
NINPWRSPLY	ORTEC	NS4002A	1,948	2
NINPWRSPLY	ORTEC	NS4002D	1,552	1
NOISE DOSIMETER	QUEST	M-78	635	1
NOISE DOSIMETER	QUEST	MICRO-14	4,360	5
NOISE LEVEL DOSIMETER	QUEST	MICRO-14	872	1
NOMAD	EG&G	32X-P	3,354	1
NOTEBOOK COMPUTER	ASSOC MEGA	TRVLPRO 5300	3,194	1
NSECDELAY	CANBERRA	2058	249	1
NTWK PROC	CDC	2551	58,921	1
OBJECT MONITOR	EBERLINE	LRAD1	0	1
OCS CAMERA	TEKTRONIX	C51	1,371	1
OPT PRINTR	FOROX	55	13,286	1
OPTHMSCOPE	WALLEN	5261191705	364	1
OPTICAL JUKEBOX SYSTEM	DIGITAL	RE530-ZC	17,424	1
OPTICALBEN	NICOLT	510P	20,140	1
OSC CAMERA	TEKTRONIX	C30 ARGUS	885	1
OSCILLOSCOPE	HARDIGG	M092510015	1,277	1
OSCILOGRPH	HNYWEL	CASE 906C	3,511	1
OSCILSCOPE	TEKTRONIX	T201	995	1
OSCILSCOPE	TKTRNX	2232	4,695	1
O-SCOPE		PM3218	1,735	1
O-SCOPE		PM3218Q	1,735	1
O-SCOPE	HEWLETT PACK	HP1744A	5,198	1
O-SCOPE	TEKTRONIX	213DMM	1,164	1
O-SCOPE	TEKTRONIX	335	3,628	2
O-SCOPE	TEKTRONIX	453	3,944	2
O-SCOPE	TEKTRONIX	465	2,472	1
O-SCOPE	TEKTRONIX	7603	23,638	3
O-SCOPE	TEKTRONIX	7633	4,439	1
O-SCOPE	TEKTRONIX	7844	6,349	1
O-SCOPE	TEKTRONIX	R7603	1,843	1
O-SCOPE	TEKTRONIX	SC504	14,549	8
OVEN		CONVECTION	1,550	1
OVEN	HOTPNT	OVEN	1,272	1
OVEN	PRESC	STM135	1,950	1
OVEN	PRESCI	1258	220	1
OVEN LAB	AMCHEM	STM-80	1,600	1
OVENCONVEC	PRECSN	STG145	1,400	1
OVENDRYNG	DESPAT	V31	10,735	9
OVENDRYNG	DESPAT	V-31-2	1,071	1
OVERHEAD MIXER	LIGHTIN	2653-0002	1,503	1
OVERHEAD PROJECTOR	3M	213	438	1
OVERHEAD PROJECTOR	3M	313	376	1
OVERHEAD PROJECTOR	3M	5088-88BGC	255	1
OVERHEAD PROJECTOR	3M	5088-88BGC	274	1
OVERHEAD PROJECTOR	CHABES	15700DYST	260	1
OVRHD PROJ	APOLLO	AI-1000	238	1
OXYGEN MTR	YLW SPRINGS	57	560	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
P M STIRS	LBLINE	1287-1	1,890	1
PA SYSTEM	EXECUT	305-PA	304	1
PAGE SYSTM	MOTOROLA	T1600BM	5,000	1
PAGER	GE	P8A15	237	1
PAGER	GE	P8LBW6KA	4,046	17
PAGER	GE	PSA15	520	2
PAGER	GE	SR52VT	529	2
PAGER	NEC	3P3-3A	3,156	14
PAGER	SHINWA	SR52VT	3,095	12
PAGING ENCODER	ZETRON	M640 DAOT	6,600	1
PAINT STRIPER	EZLINR	233-S	990	1
PAINTSHAKR	HINSON	3100	236	1
PAINTSPRAY	KRAFT	1065P33A	603	1
PALLET TRUCK	ST	L-2000 U	625	1
PANEL	SCOTT	IR501B4PM	3,728	6
PAPER CUTR	CHALLE	MB-305	4,412	1
PAPER CUTR	UNICOL	380	4,412	1
PAPER DRL	CHALLE	CENTURY	1,026	1
PAPER SHREDDER	IDEAL	2000	598	2
PAPER SHREDDER	MICHAEL	2000	279	1
PAPER TRAY	HEWLETT PACK	HP-781B	225	1
PAPERJET	ASCO	HCF-7151	510	1
PARTICLE SIZING SYSTEM	TSI	3020	21,950	1
PASSIVE RADON MONITOR	EDA	RDT-310	575	1
PASVRADMON	EDA	RDT-310	4,025	7
PATROLSCAN TOUCHPROBE	FACILITIES C	PSP-15	1,638	1
PEAK SEARCH	TRACOR	TN171015	1,437	2
PEAK SEARCH MODULE	TRACOR	TN171015	8,720	6
PEAKSRCHMD	TRACOR	TN171015	750	1
PERISTALIC PUMP	RENDLP	610-100	550	1
PERSONAL AEROSOL MONITOR	MIE	MINIRAM	5,800	2
PH METER	CORNING	220	2,014	4
PH METER	CORNING	610A	647	1
PH METER	ORION	399AL	884	2
PH METER	ORION	520A	2,478	3
PH METER	ORION	52A	682	1
PH METER	ORION	SA250	442	1
PH METER SET	CORNING	CHECKMATE 90	428	1
PHONEMAIL SYSTEM	ROLM		0	1
PHOTODISCR	MECHTR	511	453	1
PHOTOMTBE	HMATSU	R2486-06	5,243	1
PHOTOMETER	ATI	TDA-2EN	4,745	1
PHOTOMULTI	SAI	NMN	10,000	2
PILEUPGATE	EG&G	GP100-N	572	1
PIPE MACH	RIDGID	801A	3,091	1
PIPECUTTER	RIDGID	206	219	1
PLANER	TRSPWR	LS24A	2,695	1
PLANIMETER	K&E	620015	238	1
PLANIMETER	TAMAYA	PLANIX 8	750	1
PLATE COMPACTER	MIKASA	MVC62	1,241	1
PLATFORM	BFECGJ	PLATFORM	526	1
PLOTCONKIT	WIRANL	WA3000R	205	1
PLOTTER	CALCOM	1077	21,990	1
PLOTTER	EG&G	RE0082	2,662	1
PLOTTER	GOULD	6320	1,498	1
PLOTTER	GULTON	ST-200HZP	5,190	2
PLOTTER	HEWLETT PACK	7475A	1,251	1
PLOTTER	HEWLETT PACK	7570A	3,036	1
PLOTTER	HEWLETT PACK	7595A	15,514	2
PLOTTER	HEWLETT PACK	7595B	5,590	1
PLOTTER	HEWLETT PACK	7595C	5,450	1
PLOTTER	HEWLETT PACK	7596A	7,990	1
PLOTTER	HEWLETT PACK	C2859Y ABA	7,787	1
PLOTTER	HEWLETT PACK	HP-7475A	1,264	1
PLOTTER	HEWLETT PACK	HP-GL\2	7,995	1
PLOTTER	HEWLETT PACK	JET 600	6,198	1
PLOTTER	HOUSTN	DMP-40-2	890	1
PLOTTER	ROLAND	DPX-2000	50,199	14
PLOTTER	ROLAND	DPX-2500	3,396	1
PLOTTER	TEKTRONIX	4662	4,505	1
PLOTTER	VRSTAC	C2700	7,160	1
POINTCOUNT	JSWFT	NMN	1,095	1
POLARANSYS	EG&G	384-4	13,289	1
POLYCORDER	OMNIDATA	OCF00H07	3,835	1
PORT PUMP	MSA	479680	24,139	57
PORT PUMP	MSA	FLOWLITE	1,712	4
PORT PUMP	MSA	G	5,366	16
PORT PUMP	MSA	S	1,740	3
PORTABLE DOWNFLOW ROOM	CUSTOM FILTR	PDF-40	4,421	1
PORTABLE LIGHT	WOBBLE	PORTABLE	1,459	4
PORTABLE OSCILLOSCOPE	LECROY	9354AM	15,665	1
PORTABLE OXYGEN	HUDSON	2050	555	1
PORTABLE PUMP	MSA	479680	13,074	29
PORTABLE PUMP	MSA	FLOWLITE	803	2
PORTABLE SCALER	LUDLUM	2000-	6,225	7
PORTACRANE		5311E1	1,155	1
PORTSCALER	LUDLUM	2000-	20,448	15
PORTSCALER	LUDLUM	2200-12	5,000	2
POSTRPRNTR	VARTRN	3408-00	2,027	1
POWER CONDITIONER	ONEAC	CS2348	2,417	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
POWER CONTROL MONITOR	GENEST	HYGRO	595	1
POWER MODULE	TEKTRONIX	RTM506	381	1
POWER SHEAR	BOSCH	060-1507034	475	1
POWER SUPPLY	BEST POWR TC	FE700VA	1,049	1
POWER SUPPLY	BSTPWR	FD4.3KVA	6,535	1
POWER SUPPLY	FERUP	ME700VA	836	1
POWER SUPPLY	ORTEC	446	595	1
POWER SUPPLY	ORTEC	456	595	1
POWER SUPPLY	TENLEC	TC909/MB	895	1
POWER SUPPLY (UPS)	TRIPP LITE	BC750LN	319	1
POWER SYSTEM	ELGAR	UPS252-1	4,955	1
POWERSAVER	COMACC	U1200	1,801	2
POWR CONDR	CITADL	LC1800	799	1
PR SERVER	INTEL	NETPORT II	499	1
PR SERVER	INTEL	NETPORT II	499	1
PREAMP	CANBER	1405-	260	1
PREAMP	CANBERRA	1409	260	1
PREAMP	HEWLETT PACK	5554A	260	1
PREAMP	ORTEC	113	520	2
PREAMP	ORTEC	142A	940	2
PREAMP	TENLEC	TC174	425	1
PREAMP	TENLEC	TC175FET	780	3
PREAMP	TRACOR	TN17101	13,890	1
PREAMPLFR	PRNCTN	PO-148	1,250	1
PREP SYSTM	CEM	MDS-2100	13,338	1
PRESENTATION EASEL	QUARLET	100E	345	1
PRESR IND	SINCO	51411-A	3,379	1
PRESS	DAKE	907002	2,645	1
PRESS DRL	JET	JET-6	525	1
PRESSURE INDICATOR	TRANSMETRIC	466/12	589	1
PRINT BAR	ZEBRA	Z130	5,904	1
PRINTER			0	1
PRINTER	ALNOR	NMN	335	1
PRINTER	CASIO	264	4,934	10
PRINTER	DATA PROD	8070	0	1
PRINTER	DATPRD	SPG8072	1,355	1
PRINTER	DICONX	150	1,373	4
PRINTER	DICONX	150-P	324	1
PRINTER	DICONX	150P	320	1
PRINTER	DIGITAL EQP	LA75	1,075	2
PRINTER	DIGITAL EQP	LA75-A2	1,090	2
PRINTER	DIGITAL EQP	LA75-CA	582	1
PRINTER	DIGITAL EQP	LA75P-CA	4,290	7
PRINTER	E KODK	180SI DICONX	294	1
PRINTER	EKODAK	DICONIX 180S	298	1
PRINTER	EPSON	FX-185	525	1
PRINTER	EPSON	LQ-1050	1,486	2
PRINTER	EPSON	LQ-2550	1,019	1
PRINTER	EPSON	LQ-850	1,090	2
PRINTER	EPSON	LQ850	559	1
PRINTER	EPSON	LX800	434	1
PRINTER	GILIAN	C800274	223	1
PRINTER	HEWLETT P	HP550C	1,315	1
PRINTER	HEWLETT PACK	3530A	1,011	1
PRINTER	HEWLETT PACK	82905B	795	1
PRINTER	HEWLETT PACK	C2037A	1,395	1
PRINTER	HEWLETT PACK	C2037A	1,377	1
PRINTER	HEWLETT PACK	DESKJET 500C	699	1
PRINTER	HEWLETT PACK	HP82162A	1,954	5
PRINTER	IBM	4202001	0	1
PRINTER	IBM	6252AS2	10,586	1
PRINTER	IBM	6262	23,090	1
PRINTER	IRVINE	P6280L	7,556	1
PRINTER	ITOH	5810-	1,382	2
PRINTER	MATOKI	CP-110	6,415	2
PRINTER	NEWGEN	SLB-600	13,850	1
PRINTER	PERKIN	P-132	2,585	1
PRINTER	PERKIN	SPG8050	2,070	1
PRINTER	PRIMAG	90GT	877	1
PRINTER	PRIMAG	STET 90-GT	877	1
PRINTER	PRNTEK	PRO 4003	2,995	1
PRINTER	PYLON	PPT-1	1,225	2
PRINTER	TEKTRONIX	TEKPHSR 2001	5,328	1
PRINTER	TI	TI810	1,735	1
PRINTER	TKTRNX	033-089	4,393	1
PRINTER	TOSHIBA	P321SL	699	1
PRINTER	TOSHIBA	P351	988	1
PRINTER	TSI	8902	1,995	1
PRINTER	VARIAN	6040L	6,204	1
PRINTER	XEROX	71S29	595	1
PRINTER LASERJET 4+	HEWLETT PACK	C2037A	2,810	2
PRINTER (LASERJET 4)	HEWLETT PACK	C2037A	1,399	1
PRINTER (LASERJET)	HEWLETT P	C2037A	1,399	1
PRINTER (W/CP-OES)			0	1
PRINTER CP	DICONX	150P	3,746	7
PRINTER CP	EPSON	FX-100	2,545	4
PRINTER CP	EPSON	FX-100+	1,010	2
PRINTER CP	EPSON	FX-1050	9,267	20
PRINTER CP	EPSON	FX-286	1,758	3
PRINTER CP	EPSON	FX-286E	4,865	9

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PRINTER CP	EPSON	FX-850	1,187	3
PRINTER CP	EPSON	LQ-1050	17,804	23
PRINTER CP	EPSON	LQ-2550	17,555	18
PRINTER CP	EPSON	LQ-510	298	1
PRINTER CP	EPSON	LQ-850	2,751	5
PRINTER CP	HEWLETT PACK	HP-2225D	410	1
PRINTER CP	IBM	PROII	896	2
PRINTER CP	IBM	QUICKWRIT	1,314	1
PRINTER CP	NEC	3515	1,626	1
PRINTER CP	NEC	7715	2,275	1
PRINTER CP	NEC	P5200	832	1
PRINTER CP	STAR	10X	520	2
PRINTER CP	TOSHIBA	P321SL	1,989	4
PRINTER CP	TOSHIBA	P341	1,612	2
PRINTER CP	TOSHIBA	P341E	756	1
PRINTER CP	TOSHIBA	P341SL	10,825	16
PRINTER CP	TOSHIBA	P351	14,258	11
PRINTER CP	TOSHIBA	P351C	1,217	1
PRINTER CP	TOSHIBA	P351C/2	1,235	1
PRINTER CP	TOSHIBA	P351SX	10,354	9
PRINTER CP	TOSHIBA	P351/2	1,790	2
PRINTER FOR CALIBRATOR	GILIAN	C800274	446	2
PRINTER FOR CALIBRATOR	GILIAN	D-800274	702	3
PRINTER FOR CALIBRATOR	GILIAN	DPU-40	223	1
PRINTER FOR CALIBRATOR	GILIAN	DPU40	234	1
PRINTER LASERJET IV	HEWLETT PACK	LASERJET 4	0	1
PRINTER SHARING DEVICE	GILTRN	PSD8000R	387	1
PRINTER (DESKJET COLOR)	HEWLETT PACK	560C	569	1
PRINTERLAS	DIGITAL EQP	LN03S-AA	2,787	1
PRINTERPLOTTER	HEWLETT PACK	HP82162A	397	1
PRISM FINDER	BRNICA	GS-1	625	1
PROBE	FLUKE	80F-15	1,740	3
PROBE	HEWLETT PACK	1141A	1,675	1
PROBE	HNUSYS	NMN	375	1
PROBE	LUDLUM	43-10	1,080	2
PROBE	LUDLUM	43-10-1	645	1
PROBE	LUDLUM	43-5	21,373	57
PROBE	LUDLUM	43-9	375	1
PROBE	LUDLUM	44-5	405	1
PROBE	LUDLUM	44-9	1,830	2
PROBE	LULDUM	43-5	750	2
PROBE	NETEC	NMN	730	1
PROBE	YLWSPRINGS	5730	529	1
PROBE FET	TEKTRONIX	P6201	2,560	2
PROBE GAMA	EBERLINE	SPA-3	2,599	4
PROBEALPHA	EBERLINE	AC-3-7	518	1
PROBERCURR	TEKTRONIX	P6042	625	1
PROCESSING SINK	CALUMT	GA152	1,200	1
PROCESSOR	AMT	ST4402	1,005	1
PROCESSOR	ILFORD	CAP-40	2,139	1
PROCESSOR	MOORE	3610	7,219	1
PROCESSOR	NUARC	P1400	625	1
PROCESSOR	TRACOR	TN17109	960	2
PROGRAMMER	MAXON	SMP-4000	200	1
PROGRAMMER	TRACOR	TN17107	1,980	4
PROHOOD	BRNICA	BA1321	454	1
PROJ OVRHD	APOLLO	AI-1000	229	1
PROJ OVRHD	APOLLO	AI-1000	467	2
PROJ OVRHD	B&H	3890A	287	1
PROJ SLIDE	KODAK	EKTAIIIA	599	1
PROJ SLIDE	KODAK	EKTAIIIA	599	1
PROJ UNIT	TELEX	5086	1,369	1
PROJECTION PANEL			0	1
PROJECTION PANEL	NFOCUS	700FX	3,373	1
PROJECTION SCREEN	DAYLIT	DAYLIGHT	207	1
PROJECTOR	3M	213	438	1
PROJECTOR	3M	213AKD	368	1
PROJECTOR	APOLLO	AI-1003	228	1
PROJECTOR	APOLLO	AI2000	277	1
PROJECTOR	BUHL	920-010	1,022	1
PROJECTOR	B&H	1552	435	1
PROJECTOR	B&H	1592C	435	1
PROJECTOR	DA-LIT	G-100-LT	210	1
PROJECTOR	NEC	GP-5000	16,705	1
PROJECTOR SCREEN	DALITE	B	224	1
PROTABLE PUMP	MSA	479680	1,278	3
PROWRITER	CITOH	8510A	696	1
PRSRTRNSM	AIR MN	5000A	1,620	1
PSA	HARSHAW	NC25A	1,650	1
PUL ANALYZ	BRNTWD	SPIROSCAN	3,019	1
PUL TESTER	SPIROM	3350	2,955	1
PULLINGSYS	GRNLEE	686	3,688	1
PULSE GENR	BERNUC	DB-2	1,242	1
PULSE GENR	BNC	PB2	1,157	1
PULSE GENR	BNC	PB-3	1,157	1
PULSE GENR	BNC	PB4	1,726	1
PULSE GENR	CANBERRA	1407P	574	1
PULSE GENR	CANBERRA	1407R	574	1
PULSE GENR	DATPUL	108-A	1,918	2
PULSE GENR	EBERLINE	MP-2	1,344	1
PULSE GENR	PHILIP	PM571509Q	1,062	1
PULSE GENR	TEKTRONIX	PG508	3,673	3

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PULSER	EBRUN	MP-2	1,050	1
PULVERIZER		NMN	355	1
PULVERIZER	BICO	UA	9,927	3
PULVERIZER	BRAUN	UA53	1,084	1
PULVERIZER	REULND	S-60890-B	3,760	1
PULVERIZER	TMENG	NMN	7,437	1
PUMP	BURKS	GNA-6	771	2
PUMP	COLPAR	7570-10	670	1
PUMP	DUPONT	GN-8P	5,787	8
PUMP	FISHER	D8A	3,678	3
PUMP	GAST	DA-P103-GB	357	1
PUMP	MGNTEK	816455520	205	1
PUMP	NPTUNE	300-S	675	1
PUMP	SARGEN	1400	946	1
PUMP	SKC	224-PCXR7	1,485	3
PUMP	SKC	224-PCXR8	855	2
PUMP	SKC	228-501	590	3
PUMP	SNSDYN	70106571	800	2
PUMP	SNSDYN	NMN	315	1
PUMP	SUPELC	SP-130	560	1
PUMP	USELEC	ED-12M	1,526	1
PUMP	VWR	E2M8	1,635	1
PUMP CALIB	MSA	A	730	2
PUMP HEAD	COLE PALMER	7529-80	475	1
PUMP INJCT	NEPTUN	363-60	549	1
PUMP ION	VARIAN	911-5031	914	1
PUMP METER	FLUMET	RPD	330	1
PUMP METER	FLUMET	RP-D-2	330	1
PUMP SAMP	BARNAN	7570	762	1
PUMP STATN	ORTEC	E2M8	2,410	1
PUMP SUMP	TEEL	3P544D	304	1
PUMP W/CAN	WILSON	1230CU	453	1
PUMP (ONE OF 5 IN KIT)	SKC	224-PCXR8	3,275	2
PUMP (ONE OF 5 IN KIT)	SKC	224PCXR8	0	1
PUMPBREATH	RHINE	13-2	896	1
PUMPMETER	MLTROY	A141-155X	770	2
PUMPTURMOL	BALZER	TPV270	11,950	1
PUMP(ONE OF 5 IN KIT)	SKC	224-PCXR8	0	2
PUNCH	GBC	111PM-2	2,542	1
PUNCHDRIVE	GRENLE	7310SB	943	1
PUNCHDRIVE	GRENLE	7646	942	1
PURGE AND TRAP W/A.SAMPLR	DYNATECH	505201	50,434	2
PURGESMPLR	EXTREL	LSC2000	9,900	1
PURIFIER	SUPELC	2-3800M	395	1
PWR MODULE	HEWLETT PACK	1142A	820	1

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PWR MODULE	TEKTRONIX	TM504	349	1
PWR MODULE	TEKTRONIX	TM515	1,120	3
PWR SOURCE	PWRDES	5020	825	1
PWR SUPLLY	BEST	NMN	1,113	1
PWR SUPPLY	BERASC	342	460	1
PWR SUPPLY	BEST	ME1.8KVA	2,116	1
PWR SUPPLY	BEST	ME700VA-BH	781	1
PWR SUPPLY	BEST P	ME700VA	1,065	1
PWR SUPPLY	BRTHLD	315	470	1
PWR SUPPLY	BRTHLD	342	2,110	4
PWR SUPPLY	BST PR	ME700VA	836	1
PWR SUPPLY	BST PW	FD18KVA	3,980	1
PWR SUPPLY	BSTPWR	SPS450B	279	1
PWR SUPPLY	BSTPWR	SPS450B	279	1
PWR SUPPLY	CAC	PS1000	792	1
PWR SUPPLY	CANBERRA	3002	1,780	3
PWR SUPPLY	CANBERRA	3005	436	1
PWR SUPPLY	CANBERRA	3005R	732	1
PWR SUPPLY	CANBERRA	4261A	1,521	2
PWR SUPPLY	CETAC	ATX-99-0001	2,900	1
PWR SUPPLY	CNBERA	31060	840	1
PWR SUPPLY	COMACC	U1000	2,015	3
PWR SUPPLY	FERUP	ME700VA	836	1
PWR SUPPLY	HEWLETT PACK	6114A	886	1
PWR SUPPLY	HEWLETT PACK	6206B	1,772	2
PWR SUPPLY	HEWLETT PACK	6228B	841	1
PWR SUPPLY	HEWLETT PACK	6271B	1,314	2
PWR SUPPLY	HEWLETT PACK	6299A	1,772	2
PWR SUPPLY	HEWLETT PACK	6438B	840	1
PWR SUPPLY	IBM	9309-002	1,921	1
PWR SUPPLY	KEITH	247	5,216	4
PWR SUPPLY	KEPCO	KS8-15M	703	1
PWR SUPPLY	LAMBDA	LE101M	540	1
PWR SUPPLY	NIMBIN	NS4001/4002D	1,790	1
PWR SUPPLY	ORTEC	456	595	1
PWR SUPPLY	ORTEC	456	1,149	2
PWR SUPPLY	ORTEC	495	540	1
PWR SUPPLY	PERKIN	00570761	3,851	2
PWR SUPPLY	PERKIN	057-0759	1,425	1
PWR SUPPLY	PERKIN	057-0761	1,581	1
PWR SUPPLY	PGT	315A	1,000	1
PWR SUPPLY	PWRDES	5020	1,650	2
PWR SUPPLY	PWRDES	AEC5000	0	1
PWR SUPPLY	STOORD	STD91923-2	400	1
PWR SUPPLY	SYSCON	RS320-2C	4,070	5
PWR SUPPLY	TEKTRONIX	PS501-2	1,164	4

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
PWR SUPPLY	TENLEC	TC909	923	2
PWR SUPPLY	TENLEC	TC909/MB	4,475	5
PWR SWITCH	STODRD	ST093050-1	295	1
PWRCONDTNR	ONEAC	CS1110	1,840	2
PWRCONDTNR	WANLAS	PD1410	550	1
PWRSUPDUAL	TEKTRONIX	PS503A	388	1
PYROTECH	SNSDYN	NMN	630	1
QUICK FIX	RJLEE	QRI	495	1
R SYSTEM		D6311	2,250	1
RACK	IBM	9309	2,100	1
RACK CHRGR		6 UNIT	466	1
RAD AIR MONITOR	MIE	PDM-3	2,230	1
RAD DETECTOR	PYLON	EL	2,250	2
RAD METER	EBERLINE	RO-2	1,851	2
RAD MONITOR	EDA	WLM-30	7,000	2
RAD MONITOR	PYLON	AB-5	4,809	1
RAD MONITR	EBERLINE	SRM-200	2,384	2
RAD MONITR	PYLON	AB-5	24,080	7
RAD SURVEY INSTRUMENT	BICRON	MICRO REM	7,295	5
RAD SURVEY METER	EBERLINE	E600	7,170	6
RADICOUNTR	EBERLINE	PAC-6	800	1
RADIO	BENDX	EPH5141A	609	1
RADIO	BENDX	LHP5142A	526	1
RADIO	BENDX	LPH	570	1
RADIO	BENDX	LPH 5141	1,572	3
RADIO	BENDX	LPH5141	938	2
RADIO	BENDX	LPH5142A	2,104	4
RADIO	BNXNKG	EPH5141A	628	1
RADIO	GE	MLSH040	402	1
RADIO	GE	MPI	354	1
RADIO	GE	MPIP5B17	1,026	2
RADIO	GE	N5A05	2,224	4
RADIO	GE	N5HH1W40	1,107	2
RADIO	GE	N5HH1W40T	555	1
RADIO	GE	P5B17	513	1
RADIO	GE	PE66RASA	1,985	1
RADIO	K/BNDX	LPH5142A	471	1
RADIO	MAXON	CP-0510	7,457	24
RADIO	MAXON	CPO510	504	2
RADIO	MAXON	SP2550	309	1
RADIO	MOTOROLA	AAU1140B	5,000	1
RADIO	MOTOROLA	D43TLA7D	1,024	2
RADIO	MOTOROLA	GP300	5,562	9
RADIO	MOTOROLA	H43AAU1140	5,000	1
RADIO	MOTOROLA	P93YPC20D2 AA	562	1
RADIO	MOTOROLA	P9CYPC20D2 AA	662	1
RADIO AIR	STODRD	NM22A	2,950	1
RADIO AIR	STODRD	NM30A	2,950	1
RADIO AIR	STODRD	NM52A	4,236	1
RADIO BASE STATION	MOTOROLA	L63BBB1/06A	860	1
RADON COUNTING SYSTEM	CANBERRA	1000	3,910	1
RADON FLASK COUNTER	LUDLUM	182	460	1
RADON FREE CHAMBER	DYAK	NMN	8,100	1
RADON MONITOR	EDA	MOD-225	1,350	1
RADONMONTR	EBERLINE	RGM-2	27,625	3
RADONMONTR	EDA	MOD-225	4,050	3
RADSORB	RADSYS	222	1,870	1
RAIN GAUGE	WEAMEA	P501-1	565	1
RAMPGENRTR	SERNUC	LG-1	728	1
RANDONCALB	LABCON	NMN	115,56	1
RATEMETER	BICRON	FRISK T	495	1
RATEMETER	DELTA	3/42/91/51	965	1
RATEMETER	LUDLUM	12	20,756	47
RATEMETER	LUDLUM	12	870	2
RATEMETER	LUDLUM	12S	5,250	7
RATEMETER	LUDLUM	12+	7,929	11
RATEMETER	LUDLUM	12+	710	1
RATEMETER	LUDLUM	12/239-1F	418	1
RATEMETER	LUDLUM	177	14,015	4
RATEMETER	LUDLUM	177-10	3,000	5
RATEMETER	LUDLUM	177-41	31,500	40
RATEMETER	LUDLUM	2200-12	2,250	1
RATEMETER	LUDLUM	2223	950	1
RATEMETER	ORTEC	449-2	711	1
READOUT WL	EBERLINE	WLR-1	7,145	2
READOUT WL	EBERLINE	WLR-1A	3,713	1
READ/PRINT	3M	295A6	6,322	1
READ/PRINT	MICDES	1000	2,876	1
READ/PRINT	MNOLTA	RP503	14,243	3
READ/PRINT	MNOLTA	RP507	12,681	1
RECTRNSMT	GE	FR56LAS66	739	1
RECEIVER	EDCOR	E-COM-5	1,830	1
RECHGSYSTM	ROBNAR	17600A	2,295	1
RECIRCULATOR	FSHER	6100	1,978	1
RECORDER	3M	2551AV	918	1
RECORDER	ANALYT	SCR-1	750	1
RECORDER	DICKSN	SCR-90-87	323	1
RECORDER	FOSTEX	X26	400	1
RECORDER	HEWLETT PACK	7132A	2,363	1
RECORDER	LANIER	AL-C	498	2
RECORDER	LANIER	MS-105	249	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
RECORDER	LANIER	MS-105	249	1
RECORDER	LANIER	MS-60	1,755	5
RECORDER	L&S	68	811	1
RECORDER	MARANTZ	PMD201	399	1
RECORDER	PANASONIC	RR-930	224	1
RECORDER	PERKIN	056-1001	560	1
RECORDER	PMC	2312-2	850	1
RECORDER	SONY	BM-11	215	1
RECORDER	SONY	CVD-1000	1,525	1
RECORDER	SONY	EVS900	1,555	1
RECORDER	WHTBOX	NMN	507	1
RECORDERXY	HEWLETT PACK	7035B	1,020	1
RECORDSTCH	HEWLETT PACK	680	1,083	1
RECORDSTCH	HEWLETT PACK	7155A	1,223	1
RECORDSTCH	LINEAR	255	1,180	2
RECORDTEMP	WHTBOX	CT485	449	1
RECORDTOUR	DETEX	DTR-6500	504	1
REEL	MARK		4,400	11
REEL	MARK	CARRYLITE	4,500	9
REFDIGSYST	TECHCN	BD20/40	2,898	1
REFRIGRATOR	DLFELD	6025-S	1,690	1
REFRIGRATOR	DLFELD	9048	1,137	1
REFRIGERATED CASE	DELFLD	NMN	1,134	1
REFRIGERTR	FORMA	3626	4,845	2
REFRIGRATOR	REVCO	R402GABA	378	1
REFRIGRATR	FSHER	348G	1,870	1
REFRIGRATR	GE	TBX18LW	449	1
REFRIGRATR	GERALD	GR-17A	264	1
REFRIGRATR	GIBSON	RT17F3WT	499	1
REFRIGRATR	GSA	NMN	1,748	4
REFRIGRATR	HOTPNT	NMN	489	1
REFRIGRATR	MAGIC	RB152AW	400	1
REFRIGRATR	SANTRY	T6SA0	200	1
REFRIG/FZR	FSHER	812	926	1
REG MAGNET	NUCLID	MR-18	4,949	1
REGULATOR		E11N1450346	233	1
REGULATOR		E11N1450350	233	1
REMOTCNTRL	AMX	MX30	239	1
REMOTCNTRL	AMX	MX40	245	1
REMOTCNTRL	GE	RCD1SM	441	1
REMOTE CONTROL	TRACOR	TN171031	4,400	8
REPEATER	3 COM	3C588	3,096	4
REPEATER	3 COM	3C588	749	1
REPEATER	DIGITAL EQP	DEREP-RC	4,884	2
REPEATER	DIGITAL EQP	DEREP-RH	9,368	4
REPEATER	DIGITAL EQP	DESPR-AA	4,337	4

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
RESISTMTR	SOLTES	R-60PS	2,180	1
RESISTOHM	KEITH	6105	752	1
RESISTREX	CADTEC	1433971000	1,550	1
RESPIRATOR	TSI	8010	4,500	1
RESPIRATORY FIT TESTER	TSI	8010	8,000	1
RESTORER	CANBERRA	1464	248	1
RFDIRMETER	BIRD	5Z12	207	1
RINSESYS	CETAC	A2000	1,570	1
RMOTE CONT	GE	RECSM	427	1
RMSVOLTMTR	HEWLETT PACK	3400A	525	1
ROCK SAW	RAYTEC	L-10S	552	1
ROLLALONG SWITCH	GEOSTF	R/A-96/24	2,900	1
ROTARY HAMMER	MILWAUKEE	5362-1	455	1
ROUTER	EG&G	920-16	19,464	4
RPSU	HARSHAW	RPSU-II	16,875	15
SALAD SERVER	LAKESD	635	1,037	1
SAMPL SYST	KURZ	IK-EVA-4200	16,976	1
SAMPLCHNGR	RIGAKU	D2455V5	18,350	1
SAMPLE CHANGER	GAMMA PROD	G3000	75,000	2
SAMPLE PUMP	GILIAN	LFS113C	531	1
SAMPLER		3700FR	5,248	1
SAMPLER	GILIAN	X800485-301	450	1
SAMPLER	MINE S	GEMINI TWIN	575	3
SAMPLER PUMP	GILIAN	LFS113D	531	1
SAMPLER (FOR ELAN 5000)	PERKIN ELMER	5000/500/250	23,800	1
SAMPLERMOD	EXTREL	ALS2016	10,200	1
SAMPLRPART	ANDRSN	20-725	2,915	1
SAMPLRPUMP	ERNANT	7570	1,257	2
SAMPLRPUMP	GILIAN	LFS113D	2,124	4
SAMPLRPUMP	SUPELC	PSA-3000	871	1
SAMPLRWATR	ISCO	2700	1,964	1
SAND BOX	SSD	NMN	4,550	1
SAND SALT	EPOKE	ITM60	2,400	1
SANDER	BOSCH	12720	286	1
SANDER	PROMAX	PROMAX II	1,495	1
SANDERBELT		4340	229	1
SANDERBELT	LISLE	56M02RB	498	1
SANDINGKIT	DYNBRD	55L	339	1
SAW	DOTTIE	AV08	210	1
SAW CIRCLR	DEWALT	GE	856	1
SAW GAS	WACKER	BTS11	704	1
SAW MITER	DELTA	34-080	210	1
SAW O/H	BEACON	OH-14	475	1
SAW TRIM	BEACON	TC-14	1,124	1
SAWBUCK	DELTA	33-150	550	1
SC PRINTER	CASIO	264	958	2

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
SCA	CANBER	2030	578	2
SCA	CANBERRA	1431	288	1
SCA	CANBERRA	2030	5,214	18
SCA	CANBERRA	2037A	345	1
SCA	HEWLETT PACK	5583A	1,100	2
SCA	LUDLUM	2200-12+	2,495	1
SCA	ORTEC	550*	806	3
SCA	TENLEC	TC445	1,500	2
SCA TIMING	ORTEC	455	3,477	6
SCA TIMING	ORTEC	551	1,464	3
SCAFFOLD	UPRGHT	NMN	768	1
SCALE	DETECT	436	220	1
SCALE	GENERL	402/GE600	1,712	1
SCALE	HOWE	CD25	925	1
SCALE	OHAUS	PL150-CO	858	1
SCALEBALNC	SARTOR	A200SVIBRS	3,600	1
SCALEPRINT	KINETC	4660	1,600	1
SCALER	CANBERRA	1476	499	1
SCALER	CANBERRA	1476A	499	1
SCALER	CHCAGO	CP9356 A	219	1
SCALER	EBERLINE	PRS-1	4,673	1
SCALER	HARSHAW	NS31	1,490	1
SCALER	LUDLUM	177-10	545	1
SCALER	LUDLUM	177-61	1,635	3
SCALER	LUDLUM	2000	9,145	10
SCALER	LUDLUM	2200	2,739	2
SCALER	LUDLUM	2929	4,644	2
SCALER	MT SOPRIS	PS872	1,500	1
SCALER COUNTER	LUDLUM	2929	1,630	1
SCALER MIN	EBERLINE	MS-2	2,736	2
SCALERDUAL	LUDLUM	2929	7,795	4
SCALING UNIT	CANBER	8082	3,940	2
SCAN BAR	MARS	MEQ300	3,235	1
SCAN BAR	SYMBOL	LS7000	3,882	3
SCANNER	DEST	C9410	649	1
SCANNER	HEWLETT PACK	HP-543	1,725	2
SCANNER	MICROT	600Z	1,369	1
SCANNER	SYMBOL	LS20001000 A	4,271	6
SCANNER	SYMBOL	LS2000I000A G	712	1
SCANRPRINT	CANBERRA	2089	1,285	1
SCNT SYST	PACKRD	460C	16,525	1
SCNTLOMTR	MT SOPRIS	SC-132	3,007	2
SCNTCRYSAS	TELDYN	SW1616U3	2,100	1
SCOOTER	BEVCO	220EV	4,115	1
SCOOTER	CUSHMAN	322-8710	4,794	1
SCOOTER	CUSHMAN	400	3,121	2
SCOOTER	CUSHMAN	435	3,530	1
SCOOTER	CUSHMAN	898444	4,748	1
SCOOTER	CUSHMAN	898447	3,973	1
SCOOTER	CUSHMAN	898547	3,927	1
SCOOTER	CUSHMAN	EXECUTIV	1,585	1
SCOOTER	CUSHMAN	EXECUTIV	1,585	1
SCOOTER	CUSHMAN	GOLFSTER	1,195	1
SCOOTER	OTIS	961	1,970	1
SCOOTER	T D	1248 B	4,985	1
SCOPE CART	TEKTRONIX	B	200	1
SCOPEMOBIL	TEKTRONIX	201-2-D	200	1
SCOPEMOBIL	TEKTRONIX	204	200	1
SCOPEMOBIL	TEKTRONIX	205	600	3
SCOPEMOBIL	TEKTRONIX	B-	200	1
SCREW SHTR	BLKDKR	2054	201	1
SCRUBBER	FIBDYN	L18916	9,440	1
SCRUBBER	FIBDYN	NMN	28,320	3
SCSI DRIVE	CLAYTN	M2266SA	1,960	1
SCT METER	YELLOW SPRNG	33	224	1
SCT METER	YLW SPRINGS	33	224	1
SEEDER	HERD	GT-77	325	1
SEISMGRAPH	EG&G	ES-2401X	41,800	1
SEISMGRPH	EG&G	2401	39,900	1
SEIVE SHAKER	ROTAP	RX-29	1,550	1
SERIAL INTERFACE ADAPTER	GEO INST	GMS-2SIA	225	1
SERIES 6400 MODEL 200 DC	HEWLETT PACK	C1521B	1,963	1
SERVER	DIG EQ	LNXXD-M	519	1
SERVER	INTEL	44-027	470	1
SERVER	INTEL	501	450	1
SERVER	INTEL	INTEL-611	900	2
SERVER	INTEL	NETPORT	466	1
SERVER	INTEL	PCLA-2101	931	2
SERVER	INTEL	PCLA2101	450	1
SERVER	INTEL	PCLA2101	470	1
SERVER	INTEL	PCLA2121	5,174	11
SERVER	INTEL	PCLA2121	2,492	5
SERVER	INTEL	PCLA2131	1,352	3
SERVER	INTEL	PCLA2201	460	1
SERVER	INTEL	PCLA2201	460	1
SERVER	INTEL	PCLA2221	462	1
SERVER	INTEL	PCLA2221	5,860	13
SERVER	INTEL	RMA1754	486	1
SERVER SYSTEM	DIGITL	DY251P1-A9	22,757	1
SGNLSWITCH	INMAC	1873R3	229	1
SHAKER	BARNT	49100	4,180	5
SHAKER	BRNSTD	M49125	748	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
SHAKER	BURREL	75*	600	*
SHAKER	BURREL	M75	1,050	:
SHAKER	EBRBCH	115V	2,100	2
SHAKER BATH	PRECISION SC	25	2,275	:
SHAKER CRB	FSHER	361	1,090	:
SHAKERBATH	PRECSN	25	1,558	*
SHAKRSIEVE	GILSON	SSBR	599	:
SHAKRSIEVE	TYLER	8	2,712	2
SHARPENER	DAREX	5800M5	896	:
SHATTERBOX	SPEX	8510	21,048	3
SHEARMETAL	STRBN	120042	3,629	:
SHED	TUFF	14'X 14'	2,650	*
SHEET BIN	ZENITH	C2920A	414	*
SHKR TABLE	EBRBCH	6140	2,350	*
SHREDDER	FELLOW	110	499	:
SHREDDER	FELLOW	PS70	325	:
SHREDDER	FELLOW	PS70	337	:
SHREDDER	FELLOWES	PS70	259	1
SHREDDER	FELLOWES	PS-80	450	:
SHREDDER	FELLOWS	PS80	882	2
SHREDDER	FELOWS	110	471	1
SHREDDER	IDEAL	2601 MBM	1,290	1
SHREDDER	INDSHR	SUPERIOR	3,909	1
SHREDDER	SEM	US222	1,311	1
SHREDDER	SHRDEX	550	834	1
SHREDDER	WILSON	AWJ 1000	1,125	1
SHREDDER	WLS JN	42713	1,365	1
SIG CONDNR	VALOYN	CD15	500	1
SILICA MONITOR	MIE	PDM-3	4,460	2
SILVER RCV	SNOOK	ULTRA 3	499	:
SINGLE CHANNEL ANALYZER	CANBER	2030	289	1
SINGLE CHANNEL ANALYZER	CANBERRA	2030	1,471	5
SLICER	HOBART	512	2,409	1
SLIDE PROJECTOR	KODAK	AF-2	416	2
SMART TERMINAL(ENVIZEX)	HEWLETT PACK		5,190	1
SNOWBLOWER	SEARS	536906000	593	1
SOLAR PANL	CMPBEL	MSX10	205	1
SOLDER STN	WELLER	EC2001	234	1
SOLDERING STATION	WELLER	EC2001	234	1
SOLVT PUMP	FLDMTR	RP-G50	869	1
SONICATOR	HSUI	W-385	4,050	1
SONICSIFTR	ALLBRA	L3PF	1,324	1
SOUND LEVEL METER	QUEST	2400	826	1
SOUND METER	MSA	695091	788	1
SOUND STATION	HELLO DIRECT	2362	3,190	2
SOUND STATION	HELLO DIRECT	2362-T	1,595	1
SOUND STATION	HELLO DIRECT	2362T	3,190	2
SOUNDBOOTH	TREMET	AR8S	2,745	1
SOUNDMETER	MSA	695091	1,576	2
SPEAKER	JBL		550	2
SPECPHOMTR	PERKIN	5100	60,500	1
SPECPHOMTR	PERKIN	603	18,600	1
SPECPHOMTR	PERKIN	LAMBDA 3	5,640	1
SPECPHOMTR	PERKIN ELMER	3030	40,715	1
SPECTROAMP	CANBERRA	816	550	2
SPECTROAMP	NUCLUS	5010	895	1
SPECTROAMP	ORTEC	471	535	1
SPECTROMETER	SCINTREX	GAD-6	15,119	2
SPECTROMTR	CANBER	7404	12,488	2
SPECTROMTR	EG&G	576450RH	3,950	1
SPECTROMTR	EXTREL	ELQ-400	60,630	1
SPECTROMTR	GEOMETRICS	GR-410	5,691	1
SPECTROMTR	GEOMETRICS	GR-410	45,473	8
SPECTROMTR	ORTEC	576	24,853	7
SPECTROMTR	ORTEC	576A	11,940	4
SPECTROMTR	ORTEC	NS576A	26,912	8
SPECTROMTR	PERKIN	ELAN 5000	220,875	1
SPECTROMTR	PERKIN	ICP-5000	60,800	1
SPECTROMTR	PERKIN	PLASMAII	119,040	1
SPECTROMTR	SCINTREX	GAD-6	19,231	2
SPECTROMTR	TENELC	TC256	31,312	16
SPECTROMTR	TENLEC	TC256	49,792	32
SPECTROSCOPY AMP	CANBERRA	2020	0	1
SPECTROSCP	GAERTN	NMN	860	1
SPECTRYSYS	EG&G	92X-CH	5,646	1
SPECTRYSYS	ORTEC	92X-CH	5,646	1
SPEED GRIP	BRNICA	NMN	210	1
SPILL GUN	SPL-XA	SC-30-A	411	1
SPILL GUN	SPL-XA	SC-30-S	438	1
SPLICING TOOL	AT & T	945A	588	1
SPOTMETER	ASAHI	35141	311	1
SPRAYPAINT	GRACO	ULTRA500	1,496	1
SPREADER	AGRI F	44-0187	238	1
SQUARE WAVE GENERATOR	TEKTRONIX	106	625	1
STABILIZER	CNBERA	8232	1,480	1
STAGE UNIT	HACKER	C1948	605	1
STAGE UNIT	SWIFT	NMN	605	1
STAPLER	PASLOD	3150-N18	370	1
STAPLER	PASLOD	MU-112N18	324	1
STAPLERELC	SWING	6800-D	700	2
STATIC INV	TOPAZ	1000-GZ	1,850	1

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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
STEEL COLUMN HEATER	MILLIPORE	600	819	1
STEREOTUNR	PIONER	TPX-608	331	1
STEROSCOPE	WILDHB	M-8	4,895	1
STEROSCOPE	WILDHB	M8	2,639	1
STIR	LABLIN	1287-1	3,024	2
STIRRER	BRNSTD		481	2
STIRRER	BRNSTD	S47035	994	4
STIRRER	BITHER	S47035	248	1
STIRRER/HOT PLATE	CORNING	PC-320	245	1
STIRS	LABLIN	1287-1	3,024	2
STITCHER	INTLAK	S3A	2,973	1
STOCK FEED	DELTA	34-985	525	1
STORAGE MGMT SYSTEM	ALPHATRONIX	ALP-C006	19,372	1
STORAGE MODULE	CAMPBL	SM192	882	2
STRIP CHART RECORDER	HEATH	SR-204	1,055	1
STRIP UNIT	DYNA	1000	3,800	1
STRIPPER	RCOFEQ	10-459	400	1
STRIPPER	UNIMAS	73	750	1
SUBSYSTEM		JMR/MIDTOWER	1,815	1
SUBSYSTEM	ANDATA	D250A-M	2,595	1
SUBSYSTEM	ANTHEM	757240	570	2
SUBSYSTEM	CLAYTN	8500	3,300	1
SUBSYSTEM	COCOMP	223TM	3,499	1
SUBSYSTEM	EXABYT	8500	2,718	1
SUBSYSTEM	EXABYT	8500 SN:LP9	3,300	1
SUBSYSTEM	EXABYT	EXB8500ST	2,718	1
SUBSYSTEM	EXABYTE	EXB-10E	3,369	1
SUBSYSTEM	JMR	MIDT-003	295	1
SUBSYSTEM	JMR	MIDTOWER	299	1
SUBSYSTEM	JMR	NMN	295	1
SUBSYSTEM	JMR	NMN	590	2
SUBSYSTEM	OMEGA	NMN	1,045	1
SUBSYSTEM	SCSI	NMN	2,775	1
SUBSYSTEM	SEGATE	MIDTOWER	530	2
SUBSYSTEM	SEGATE	ST41200	298	1
SUBSYSTEM/HARDDRIVE	PICO/SEAGATE	STS31200N	965	1
SUR MONITR	SUMMIT	SIP1000	9,600	2
SURVEY INSTRUMENT	EBERLINE	E600	1,195	1
SURVEY METER	EBERLINE	ESP-1	930	2
SURVEY METER	VICREN	740F	525	1
SURVEY PROBE	NETECH	DP68D	3,150	3
SUSCEPTIBILITY METER	GEO INSTR	GMS-S	1,980	1
SW CONTROL	HEWLETT PACK	3488A	1,895	1
SWEEPER ST	ADVANC	560G	9,702	1
SWITCH	GEOSTF	RS-48/24	4,150	1
SWITCH BOX	SILTRNX	1000	413	1
SWTCH UNIT	CYBEX	EZQUEUE COMMANDER	2,450	2
SYNTH GEN	HEWLETT PACK	3325A	4,239	1
SYSTEM TEST FIXTURE	TEKTRONIX		1,140	1
SYSTEMIZER	ACT	02-50-364	241	1
SYSTEMIZER	ACT	02-50-364	1,241	5
S/HOTPLATE	B/THMY	SP46920	223	1
S/HOTPLATE	B/THYM	SP46920	668	3
S/HOTPLATE	CORNING	PC-320	1,000	4
T K ANALYZER	HARSHAW	2080	9,950	1
TABL LIGHT	BACHER	1520-	2,833	1
TABLET	CALCOM	12140	1,229	1
TABLET	CALCOM	23240	1,229	1
TABLET	CALCOM	25180	1,097	1
TABLET	CALCOM	25180-01	896	1
TABLET	CALCOM	25180-01	19,294	20
TABLET	CALCOM	91240	5,760	2
TABLET	SUMMA	MGII3648	3,550	1
TABLET	SUMMA	MGIITB426	3,704	1
TABLET	SUMMA	MM1201	1,065	1
TABLET	SUMMA	SUMMA	830	
TAMP BACKF	GARD-D	T-23-1A	[illegible]	
TANK	300 GL	M-06923-01	890	1
TANK	WATER	425 GAL	305	1
TANK	WESTSLOPIRON	STEEL	4,065	1
TANKTESTER	ITT	5000	7,965	1
TAP N DIE	GTD	312 COMBO	317	1
TAP & DIE	ZELEND	8282A12	224	1
TAPE BACKUP DRIVE	HEWLETT PACK	JT20C	379	1
TAPE BAKUP	CMS	120	449	1
TAPE CART		NMN	500	1
TAPE CART	EDPCOR	NMN	500	1
TAPE CART	TAB	NMN	500	1
TAPE CART	WRIGHT	NMN	500	1
TAPE CONTL	IBM	3803-2	16,530	1
TAPE DISPN	HUNT	HUN6100	299	1
TAPE DRIVE	ADTEK	DT-6000	500	1
TAPE DRIVE	ANDATA	D250A	4,990	2
TAPE DRIVE	CLAYTN	EXB-8500	675	1
TAPE DRIVE	CO MEMORY	JT20C	335	1
TAPE DRIVE	DIGITAL EQP	TK50	3,451	1
TAPE DRIVE	DIGITAL EQP	TK50Z-GA	3,049	1
TAPE DRIVE	DILOG	STDOTT1-1X8S	3,777	1
TAPE DRIVE	EXABYT	NMN	3,395	
TAPE DRIVE	EXABYTE	EXB-8205ST	1,669	
TAPE DRIVE	HEWLETT PACK	HP82161A	811	2

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
TAPE DRIVE	IBM	3420-8	25,333	2
TAPE DRIVE	IBM	3490E-C11	0	1
TAPE DRIVE	IBM	9347	5,925	1
TAPE DRIVE	IBM	9348-001	0	1
TAPE DRIVE	TANBRG	TDC-3000	13,379	3
TAPE RACK	MONARC	NMN	5,250	7
TAPE RACK	WRIGHT	NMN	18,750	25
TAPE SUBSYSTEM	EXABYTE	832000-000	3,022	1
TAPE SUBSYSTEM	EXABYTE	EXB-100E CHS	3,022	1
TAPEBACKUP	CIPHER	T05400	644	1
TAPEBACKUP	COLMEM	DJ-10	497	1
TAPEBACKUP	EMRALD	2-9000	4,275	1
TAPEBACKUP	EMRALD	9000	4,275	1
TAPEBACKUP	EXABYT	NMN	2,223	1
TAPEBACKUP	TECMAR	Q60H	1,462	1
TAPEBACKUP	TECMAR	QIC-60H	5,647	4
TAPETRNSPT	CDC	679-6	59,908	2
TELEPHONE		F09HRD8383 AG	869	1
TELEPHONE		S2937A	423	1
TELEPHONE		S2939A	423	1
TELEPHONE	MOTOROLA	F09GTD8459	1,680	2
TELEPHONE	MOTOROLA	F09LF094	2,396	4
TEMP CNTRL	NESLAB	HTS-LTS	525	1
TEMP CNTRL	POWERS	NMN	525	1
TEMP LOGR	ECD	5100	3,990	2
TEMP TOOL	MT SOPRIS	DLP-2481	2,300	1
TEMPERATURE CONTROL	PHOTO	7C	525	1
TENSIOMETR	SCNVLV	SSFSW/WO	2,778	1
TERM SERVR	DIGITAL EQP	200/MC	6,538	2
TERM SERVR	DIGITAL EQP	DSRBV-BA	2,886	1
TERMINAL	ADDS	580	5,000	1
TERMINAL	DIGITAL EQP	147VT105B	2,910	1
TERMINAL	DIGITAL EQP	LA36	2,076	1
TERMINAL	DIGITAL EQP	LA36DK	1,739	1
TERMINAL	DIGITAL EQP	VT220	4,137	5
TERMINAL	DIGITAL EQP	VT320-C2	760	2
TERMINAL	DIGITAL EQP	VT320-CA	380	1
TERMINAL	HEWLETT PACK	2623A	3,565	1
TERMINAL	HEWLETT PACK	HP-2623A	3,428	1
TERMINAL	IBM	3151	0	1
TERMINAL	NOTECH	3222	599	1
TERMINAL	PERCM	MG600	4,324	1
TERMINAL	TEKTRONIX	4027A	11,900	1
TERMINAL	TELVID	910	542	1
TERMINAL	TI	765	2,459	1
TESTCHAMBR	TENNEY	T5-40240	3,328	1
TESTER	AMREL	185-T	300	1
TESTER	AMREL	185-T	300	1
TESTER	INOVEN	NMN	325	1
TESTERFLSH	FISHER	134975	1,500	1
TESTREGLTR	MSA	462845	989	1
THERAMETER	ALNOR	8555	1,194	1
THERMAL PRINTER	HEWLETT PACK	HP82162A	369	1
THERMO DET	HARSHAW	2000A	6,660	1
THERMOMETE	AZONIX	NMN	2,875	1
THERMOMETR	CHECK	602	230	1
THERMOMETR	DIATEK	600	388	1
THERMOMETR	SIMPSN	388	204	1
THERMOTACH	SCLOMT	MPM 2000	731	1
TIGWELDSYS	LINDE	UCC-305	2,978	1
TIME BASE	TEKTRONIX	7B53A	3,405	3
TIME BASE AMP	TEKTRONIX	7B50	547	1
TIME STAMP	MITE	210-1C	335	1
TIMECLOCK	LATHEM	LTTC	398	1
TIMER	CHRNTL	CD-4	295	1
TIME/DATE STAMP	LATHEM	LTTC	356	1
TIM/DAT ST	STRMBG	210-1C	361	1
TOASTER	SAVORY	8D-PD4	561	1
TOOL	RAMSET	D60	550	1
TOOL KIT	JENSEN	2B998	479	1
TOOL KIT	JENSEN	JTK-17	610	2
TOOL KIT	JENSEN	JTK-17AL	1,346	4
TOOL KIT	MINE SAFETY	472813	785	1
TOOL KIT	ZERO	XKE-100	401	1
TOOLTESTER	MLTAMP	B-2500	1,596	1
TOP TOOL CHEST		65738	200	1
TOUCHPROBE DOWNLOADER	FACILITIES C	PSP-450	0	1
TPE SUBSYSTEM	EXABYTE	832000-000	3,022	1
TRACKER	HUNTRN	2000	1,798	1
TRACTOR	FORD	NAA	1,672	1
TRACTOR	JACOBS	GT12	1,455	1
TRACTOR	MTD	131800H	2,210	1
TRACTOR	MTD	131800H	2,336	1
TRACTOR	TORO	MTD 5301	758	1
TRALER			441,075	21
TRALER		BROWN TRAILR	58,335	3
TRALER	HRKLAU	SM11F	550	1
TRALER	TAGALO	U58NLV/MOD	1,304	1
TRALER	WELLS	CW-162	13,715	1
TRALER OFFICE	PLAMOR	2100/MOD	5,232	1
TRALERHOUSE	PLAMOR	2100	5,232	1
TRANSCEIVR	ETHRNT	LEE054A	250	1

Appendix B Government Furnished Equipment
Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
TRANSCRBP	YLW SPRINGS	2014	875	1
TRANSCRBR	LANIER	P-127	365	1
TRANSCRBR	SANYO	TRC-5020	449	1
TRANSCRBR	SONY	NMN	376	1
TRANSDUCER	CAMPBL	SBP270	1,380	1
TRANSDUCER	CMEINC	41BC2530	1,665	1
TRANSDUCER	MKS	220BHS22	19,916	1
TRANSDUCER	VALDYN	DP103	895	1
TRANSDUCER	VALDYN	DP103-10	1,720	3
TRANSDUCER	VISALA	PTA-427	960	1
TRANSFORMR	RCA	WP-26A	461	1
TRANSFORMR	RUCKER	E103-15-A1	461	1
TRANSINDIC	OMEGA	DP2000P4	276	1
TRANSMITTER	ZETRON	M66	915	1
TRANSMITTER	ZONGE ENG	NT-20	3,234	1
TRICYCLE	N/A	STPT	590	1
TRICYCLE	TRAIL	DESOTO	330	1
TRIGGER	GSSI	570	1,600	1
TRIPOD	BOGEN	3068 & 3063	422	1
TRIPOD (FOR AIR SAMPLER)	SAIC	TR[-2	250	1
TRIPOD (FOR AIR SAMPLER)	SAIC	TRP-2	500	2
TRIPOD/WINCH SYSTEM	D B IND	L1850T7-60	1,859	1
TRNSPRTDIG	MFE	250BH-1	1,890	1
TRUCK		54051WJ	380	1
TRUCK	CHEVY	C-60	60,642	1
TRUCK LIFT	HYSTER	H20E	4,370	1
TURBDMETER	HACH	43900-00	1,595	1
TURBO PUMP	BALZER	PMP01246	8,235	1
TURRET PUN	DIACRO	12-	3,135	1
TV	GE	82679	706	1
TV	QUASAR	HP1321DW	319	1
TV MOMITOR	RELSTC	16-108	320	1
TV MONITOR	RCA	F25652BL	399	1
TV MONITOR	RCA	FC443W	1,772	1
TV/MONITOR	GE	6738	395	1
TV/VCR	EMRSON	VT0950	400	1
TV/VCR	MAGNVX	CRM132AT01	490	1
TYPEWRITER	IBM	10	465	1
TYPEWRITER	IBM	1434000	1,194	2
TYPEWRITER	IBM	2500	840	1
TYPEWRITER	IBM	SELECTRIC II	0	1
TYPEWRITER	IBM	SLECT II	12,330	17
TYPEWRITER	IBM	WHEELWRITR15	1,154	2
TYPEWRITER	IBM	WHELWRITR 15	1,194	2
TYPEWRITER	IBM	WHLRITR 1000	545	1
TYPEWRITER	IBM	WHLWRITER 15	1,370	2
TYPEWRITER	IBM	WHLWRTR 1500	656	1
TYPEWRITER	IBM	WW1500	525	1
TYPEWRITER	SMICOR	XD5500	279	1
TYPEWRITER	SMICOR	XD5600	269	1
TYPEWRITER	XEROX	5020	4,500	3
ULTRASONIC BATH	CC SCIENTIFI	H-8893-20	1,053	1
ULTRCLEANR	COLPAR	L1	1,600	1
ULTRCLEANR	FISHER SCIEN	FS14H	379	1
ULTRCLEANR	LDR	663	1,780	1
UNDERCOUNTER REFRIGERATOR	FORMA	3626	2,491	1
UNISAW	DELTA	34-806	1,649	1
UNIV STAGE	LEITZ	UT-5	1,112	1
UNIVERCOIN	ORTEC	418A	740	2
URAN ANLYZ	SCINTREX	UA-3	145,488	9
URANIUM ANALYZER	SCINTREX	UA-3	16,214	1
UTILITY BX	GRANGR	3W265	619	2
UTILITY CART		5073600	325	1
VTESTER	TITMUS	NMN	986	1
VACUUM	BFECGJ	20 GALLON	497	1
VACUUM	CASTEX	LITE TRAC	407	1
VACUUM	CASTEX	NMN	416	1
VACUUM	CINCIN	1Z863B	436	1
VACUUM	DAYTON	52Z770A	243	1
VACUUM	DAYTON	6Z770	312	1
VACUUM	EUREKA	500--	497	1
VACUUM	HAKO	C839858010 85	2,630	2
VACUUM	HAKO	X-100	3,780	3
VACUUM	HIPPO	999	994	2
VACUUM	HOOVER	A2	497	1
VACUUM	JONSON	VECTRON	375	1
VACUUM	MILWAUKEE	8935	250	1
VACUUM	MRCURY	MVS734	254	1
VACUUM	MSRFLX	1510	714	2
VACUUM	MSTRCR	W6600	497	1
VACUUM	TREND	CV-141	355	1
VACUUM GAG	CONS	GTC100	385	1
VACUUMGAGE	WELCH	1515*	385	1
VACUUMPUMP	ASH	NMN	1,500	1
VACUUMPUMP	BFECGJ	NMN	1,500	1
VACUUMPUMP	GE	363-60	549	1
VACUUMPUMP	LEYBLD	898000	1,350	1
VACUUMPUMP	SME	2006G1	1,500	1
VACUUMPUMP	WELCH	1399	2,175	1
VACUUMPUMP	WELCH	1400B-01	633	1

Appendix B Government Furnished Equipment
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PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
VACUUMPUMP	WELCH	1402	4,350	2
VACUUMPUMP	WELCH	1405	2,175	1
VACUUMPUMP	WELCH	1405B01A	1,576	1
VACUUMPUMP	WELCH	8810	1,465	1
VACUUMPUMP	WELCH	8816	1,465	1
VAC/BLOWER		690	846	1
VALVE	CLUMET	WCP-25C	360	1
VAN	FORD	250	14,202	1
VAPOR ANALYZER	FOXBORO	TVA 1000	19,154	2
VAPOR ANALYZER	HNU SYSTEMS	PI101	4,245	1
VAPOR MONITOR	PHTVAC	TIPII	7,800	2
VAPORIZER	COSA	VA-21	4,538	1
VARIMIXER	VARAMR	W20A	2,158	1
VCR	GE	ICVP5028	999	1
VCR	HITACHI	VT-F382A	400	1
VCR	JVC	6800	600	1
VCR	PANASONIC	AG-1240	350	1
VCR	PANASONIC	AG-1280P	850	1
VCR	PANASONIC	PV-2900	375	1
VCR	PANASONIC	PV-4900	370	1
VCR	PANASONIC	PVZ101	240	1
VCR	QUASAR	VH5162	284	1
VCR	RCA	VPT385	320	1
VCR	RCA	VR490	300	1
VCR	SHARP	XA-120	605	1
VCR	SONY	VP-2000	1,225	1
VCR CAMERA	GE	ICVC5036	899	1
VCR/TV	PANASONIC	PV-M2024	550	1
VEGETABLE CUTTER	DITO DEAN	575-031	554	1
VELOMETER	ALNOR	6006AP	1,100	1
VELOMETER	ALNOR	8100-	1,100	1
VENDING MACH TRUCK	WESCO	4W471	330	1
VENT FAN			0	1
VENT FAN	SUPVAC	P164SE	327	1
VENT FAN	SUPVAC	P2000SE	780	1
VENT FAN	SUPVAC	P200SE	2,340	3
VERSA BATH	FISHER	133	459	1
VERTICMILL	SELECT	08	1,550	1
VHS PLAYERRECORDER MNTR	PANASONIC	AG-513A	550	1
VIBRATION METER	MITCHELL		1,050	1
VIDEO CASETTE PLAYER	PANASONIC	VP-2215	200	1
VIDEO DECK	PANASONIC	AG-1960	1,040	1
VIDEO PRINTER	MITSUBISHI	P71U	2,190	1
VIDEO TAPE ERASER	SONAR RADIO	VP-2001	409	2
VIDEO TERMINAL	PERKIN ELMER	550E	745	1
VIDEOEDIT	SONY	EME300	540	1
VID/WALKMN	SONY	GV-50S	838	1
VIOLINIST	SG&G	VIOLINISTII	1,586	1
VISE	RIDGID	450	225	1
VLOC METER	SWOFER	2100-13	1,730	1
VOLT READER	RAD EL	SPERI	1,800	1
VOLTMETER	ES	ESD-7X	1,950	2
VOLTMETER	FLUKE	8300A	2,941	1
VOLTMETER	GDLINE	9575	3,100	1
VOLTMETER	HEWLETT PACK	740B	2,458	1
VOLTMETER	RAWSON	518	1,876	1
VOLTMETER	ZERNIC	K--	1,876	1
VOLTMODULE	TEKTRONIX	7D12	1,350	1
VRS REPSONSE KEYPAD	ONE TOUCH	RD-145	220	1
VRS RESPONSE KEYPAD	ONE TOUCH	RD-145	440	2
VRS RESPONSE KEYPAD	ONE TOUCH	RK-145	220	1
VRS SITE CONTROLLER	ONE TOUCH	SC201	1,399	1
WS METER	MCMAST	4052K61	613	1
WALKMAN	SONY	GV-300/B2	1,000	1
WASHER	DAYTON	4Z426	1,030	2
WASHER	GRACO	800-638	1,773	1
WASHER	NAPCO	NUC-60	2,675	1
WATER DISPENSER	EBCO	PLF8WMQ	486	1
WATER LEVEL METER	SINCO	51453	380	1
WATER LEVEL PROBE	SINCO	51453	760	2
WATER MONITOR	YLW SPRINGS	3500	1,332	1
WATER SYST	MILLIQ	ZD2011584	4,535	3
WATER SYST	MLPOR	ZD201158	1,985	1
WATER SYST	MLPOR	ZD210058	2,140	1
WATERCOOLR	NESLAB	HX-151	4,395	1
WATERRECIR	NESLAB	75-	1,145	1
WATERVICE DISPENSER	MANITOWOC	FS-291S	3,789	1
WAVELENGTH DETECTOR	ABC INST	UVD-1	3,000	1
WAXER	DAIGE	1215	1,018	2
WEATHER STATION	HINDS	CAP II	995	1
WEATHRHOUS	HI Q	WH-3	1,600	4
WEATHRHOUS	HI Q	WH-36	4,670	10
WEDGE BAR	ZEBRA	1002	2,857	3
WEEDEATER	STIHL	FS72	200	1
WEIGHT	RICEL	W4115G	1,948	4
WEIGHT SET	RICEL	CLASS 3	776	2
WEIGHTS	RICELK	NMN	792	2
WELDER	LINCON	SA200	842	1
WELDER	LINCON	WP225G7	2,075	1
WELDER	MILLER	330A/VP	1,488	1

Appendix B Government Furnished Equipment

Facility Operations and Support

PROPERTY DESCRIPTION	MANUFAC	MODEL	COST	QTY
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	RAMSEY	2000/12	801	1
WINCH ATV	WARN	A1500CL	300	1
WINCH CNTR	SPECGJ	NMN	3,447	1
WINCH SYS	SPECGJ	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 EQP	5000/200PX	952	1
WORKGROUP HUB	SYNOPTICS	810M	527	1
WORKSTATION			1,280	1
WORM	LASERO	LF-5090	4,090	1
WTR HEATER	AOSMIH	EES-52-913	207	1
WTR HEATER	TEMPCO	3595K92	488	1
WTR PURIFY	MILPOR	ZD300007	1,080	1
WTRPTDATSY	WESCOR	HP-115	4,512	1
Z-SELECT MICROCOMPUTER	ZENITH	ZEL-1331-KP	1,602	1
Z-SERVER	ZENITH	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 Telecommunications Center (fixed contamination)	1948	5	2,480
7	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	15	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

Appendix D Space Allocation

Facility Operations and Support/Technical Assistance and Remedial Action

PART III

SECTION J

ATTACHMENT D

KEY/CRITICAL PERSONNEL AND QUALIFICATIONS

FACILITY OPERATIONS AND SUPPORT CONTRACTOR KEY/CRITICAL PERSONNEL QUALIFICATIONS

A. KEY PERSONNEL

5 each GM & 4 Dept Mgrs

GENERAL MANAGER

DUTIES

The General Manager is responsible for planning, organizing, and directing work related to the operation of facilities at the GJPO and for the operation of the laboratories. The individual has overall responsibility for Contractor personnel and will be responsible for contract performance. The General Manager also ensures that the Contractor's organization produces products of high quality, implements continuous improvement actions, and protects the health and safety of the workers and public.

EDUCATION

Education should include a Bachelor's degree in a technical (engineering or scientific) or management discipline with a Master's degree in a management area being desirable.

EXPERIENCE

Experience should include a history of progressive work-related experience in facilities or laboratory management with eight (8) years of relevant and directly applicable programmatic experience with complex, multi-faceted projects. Three (3) years of demonstrated ability to manage these programs should be at a second tier or higher management level in organizations with a diverse mix of technical, management, and administrative functions. In addition, the Manager's experience must demonstrate the successful application of supervisory and communication skills while managing programs related to this position.

MANAGER OF ADMINISTRATION

DUTIES

The Manager of Administration ensures that the areas of finance, accounting, budget, and project control systems function efficiently and meet all applicable DOE requirements. The incumbent shall ensure that systems for planning, budgeting, financial controls and accounting are managed in accordance with guidelines established by Cost Accounting Standards, Federal Acquisition Regulations, and DOE requirements. The incumbent is also responsible for ensuring that financial management systems are fully integrated with the project control system. The individual will also provide an organization capable of providing services including safeguards and security, mail, information systems, and telecommunications for the GJPO.

EDUCATION

Education should include a Bachelor's degree in the area of business or a related field with a Master's degree in business desirable.

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

PERFORMANCE-BASED FEE DETERMINATION PROCEDURES
GRAND JUNCTION PROJECTS OFFICE

This Performance-Based Fee Determination Procedures covers the administration of the Performance-Based Fee provisions of Contract No. DE-RP04-95AL87460 for the Grand Junction Project Office (GJPO), and provides the standardization necessary to ensure effective development, administration and coordination of the evaluation process.

PURPOSE

This Performance-Based Fee Determination Prodecures encompasses many recommendations of the Contract Reform Report for new Department of Energy (DOE) contracts to include cost-snaring arrangements and incentives to reduce costs while strictly enforcing performance criteria and measures. The Contractor is responsible for striving to attain the highest standards of excellence in executing responsibilities under the contract as measured against performance standards consistent with the best management practices available. The Contractor is expected to develop standards of excellence and to have a strong, on-going self-assessment program to measure progress against the standards. The Contractor will receive a favorable rating for identifying problems and for developing and implementing effective and economical corrective actions.

The Contract Reform Report suggests that the new "performance based management contracts" include well defined, objective performance criteria and measures for program activities, environmental, safety and health requirements, and financial management objectives. To the extent possible, DOE shall endeavor to assure that the majority of the performance criteria are objective, measurable, and verifiable (they are either achieved or they are not achieved). In addition, there may be a limited number of subjective criteria which are necessary for DOE in evaluating Contractor performance for areas which do not lend themselves to objective measurement.

This approach clearly defines DOE's message that the Contractor's performance is expected to be better than satisfactory; and also allows DOE to focus the Contractor's performance on DOE's strategic goals and mission.

FEE APPLICATION

The Cost-Plus-Award-Fee (CPAF) type of contract has been employed to provide an incentive, in the form of an available award fee, to encourage and reward the Contractor for increasing efficiency in the performance of the contract. A Performance Evaluation Plan shall be developed for each six month evaluation period and will be the basis for determining the amount of award fee to which the Contractor is entitled for the period.

This CPAF contract incorporates the concept of base fee and award fee. The base fee is an amount that is considered reasonable compensation for receiving a rating of "Satisfactory". A portion of the calculated annual base fee is included in each monthly progress payment per paragraph H.23 Payment of Base and Award Fee.

The award fee is additional fee available to reward excellence in performing specific areas designated by the Government for evaluation. Of the fee pool established annually, _____% is established for base fee and _____% for award fee. The award fee shall be determined by the rating established at the end of each six month evaluation period and

approved by the Fee Determination Official (FDO). No award fee shall be earned forSatisfactory 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.

GJPO MANAGER

The GJPO Manager provides a coordinating and integrating function for consolidation of inputs from AL Performance Area Managers and assigned Performance Task Monitors for development of the draft Performance Evaluation Plan prior to the beginning of the evaluation period and in development and presentation of the initial evaluation results to the Award Fee Board at the end of the evaluation period.

CONTRACTOR SELF-ASSESSMENT

[redacted] the Contractor shall provide the AFB Chairperson and the DOE Manager of the Grand Junction Projects Office, a written [redacted] The self-assessment shall discuss major accomplishments or progress made in any functional area during the evaluation period and discuss the Contractor's assessment of their weaknesses and areas requiring improvement. The self-assessment shall also discuss other accomplishments deemed worthy of consideration during the performance period that were not specifically addressed in the Performance Evaluation Plan. The self-assessment shall clearly measure performance against the DOE approved work scope, schedule, and budget for each Task.

MANAGEMENT OF KEY/CRITICAL WORK PERSONNEL

The performance award amount will be adjusted as a result of any impacts mandated by the Key/Critical Work Personnel clauses in H07. These adjustments will be a reduction to the award fee as indicated in H07.

FINAL CONTRACTOR RATING AND AWARD FEE

Within 60 calendar days after the end of the evaluation period, the FDO will forward an Award Fee Performance Evaluation Report to the Contractor, outlining a score and rating for the period and authorizing payment of the appropriate amount of Award Fee. The FDO may rely upon the recommendations provided by the Award Fee Board, information from the Performance Monitors on their assigned tasks, and the input from the GJPO Manager, as well as deliverables, milestones, cost and schedule information to determine the amount of award fee earned. The FDO award fee determination is final and is not subject to the Disputes clause of the contract.

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 acnievement or deficiency.

1 Significant Achievements
2 Notable "
3 Significant Deficiencies
4 Notable "
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	**Performance substantially exceeds expected levels.** • Several significant or notable achievements exist. • No deficiencies were identified during the evaluation period.
Good	82-95	**Performance exceeds expected levels.** • Several significant or notable achievements exist. • Some notable deficiencies may exist. • No significant deficiencies exist.
Satisfactory	76-81	**Performance meets expected levels.** • 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	**Performance is less than expected.** • 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	**Performance is below minimum acceptable levels.** • 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

PERFORMANCE POINTS		PERCENT OF AWARD FEE
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 and 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

DOE F 4300.3
(10-87)
All other editions are obsolete

OMB Control No.
1910-0600

U.S. Department of Energy

Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment

Contractor Name _____ Contract No. _____

Address _____

Location of Property (City, State) _____

Contracting Office _____

1	2	3	4	5	6	7	8	9
Asset Type Code	Beginning Balance As of _____		Acquisitions		Dispositions		Ending Balance As of _____	
	No. of Items	$	No. of Items	$	No. of Items	$	No. of Items	$
Total Plant and Capital Equipment								

Prepared By _____
name (printed), title, telephone number, signature

Date of Last Physical Inventory of Capital Equipment _____

Contracting Officer Representative Signature _____

(Attach results of latest Physical Inventory if conducted since last reporting period)

Summary of Acquisitions & Dispositions by Type of Transactions

Acquisitions from Column (5) above

1. Purchases:
   a. P&CE Budgeted Items ..... $ _____
   b. Operating Expense Budgeted Items ..... $ _____
2. Fabrications
   a. Beginning Balance ..... $_____
   b. Additions - P&CE Budgeted ..... $_____
   c. Additions - Operating Expense Budgeted ... $_____
   d. Completions ..... ($_____) $ _____
   e. Ending Balance ..... $_____
3. No-Charge-Transfers from Other DOE Offices or Contractors ..... $ _____
4. No-Charge-Transfers from Other Federal Agencies ..... $ _____
5. Other (Explain) ..... $ _____
6. Total Acquisitions ..... $ _____

Disposition from Column (7) Above

7. Sales (Salvage Credit of $) ..... $ _____
8. Trade-ins (Salvage Credit of $) ..... _____
   No-Charge-Transfers to Other DOE Offices or Contractors ..... $ _____
10. No-Charge-Transfers to Other Federal Agencies ..... $ _____
11. Other (Explain) ..... $ _____
12. Total Dispositions ..... $ _____

Note: Detail lines 1 through 12 above in accordance with the following columnar headings. Attach extra sheets if necessary.

DOE F 4300.3, pg. 2
(10-87)

Line No.	Asset Type No. (See DEAR 945.5)	Tag No.	Equipment Item Description (Brief)	In-Service Date	Acquisition Cost

DOE F 4300.3, pg. 3
(10-87)

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.

due by 4/12 due 10/15

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 routinely 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 reuseable 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

ORDER NUMBER	DATE	LAST CHG	TITLE
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	8/9/89	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

ORDER NUMBER	DATE	LAST CHG	TITLE
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

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

Alan L. Moss
Director

Division of
Wage Determinations

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

Wage Determination No.: 95-0227

Date of Last Revision: 03/20/1995

State(s): Colorado

Area: COLORADO COUNTIES OF MESA.

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

OCCUPATION	MINIMUM HOURLY WAGE

Employed on contracts for management, engineering, and scientific services at Grand Junction:

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended employees employed by the contractor in performing the above services and covered by the collective bargaining agreement(s) between Chem-Nuclear Geotech, Inc. and Local Union No. 2-655, Oil Chemical and Atomic Workers International Union and Local Union No. 65, International Guards Union of America are to be paid wage rates and fringe benefits set forth in the bargaining agreement(s), effective July 5, 1993-July 15, 1996 and March 1, 1993-February 25, 1996, respectively.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $4.25 per week (or $.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried

with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

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.

NOTE:

In accordance with Section 4(c) of the Service Contract Act, as amended, the wage rates and fringe benefits set forth in this wage determination are based on a collective bargaining agreement(s) under which the incumbent contractor is operating. The wage determination sets forth the wage rates and fringe benefits provided by the collective bargaining agreement and applicable to performance on the service contract. However, failure to include any job classification, wage rate, or fringe benefit encompassed in the collective bargaining agreement does not relieve the successor contractor of the statutory requirements to comply as a minimum with the terms of the collective bargaining agreement insofar as wages and fringe benefits are concerned.

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

Alan L. Moss
Director

Division of
Wage Determinations

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

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, PROWERS, 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	$ 6.68
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	$ 13.83
01320 Service Order Dispatcher	$ 8.46

01341	Stenographer I	$ 9.82
342	Stenographer II	$ 10.32
01400	Supply Technician	$ 12.48
01420	Survey Worker(Interviewer)	$ 11.00
01460	Switchboard Operator-Receptionist	$ 9.63
01531	Travel Clerk I	$ 6.92
01532	Travel Clerk II	$ 7.39
01533	Travel Clerk III	$ 7.79
01551	Typist I	$ 7.05
01552	Typist II	$ 8.48
01611	Word Processor I	$ 8.00
01612	Word Processor II	$ 9.00
01613	Word Processor III	$ 10.05

AUTOMATIC DATA PROCESSING:

03010	Computer Data Librarian	$ 10.09
03041	Computer Operator I	$ 8.95
03042	Computer Operator II	$ 10.09
03043	Computer Operator III	$ 12.26
03044	Computer Operator IV	$ 13.63
03045	Computer Operator V	$ 15.09
03071	Computer Programmer I 1/	$ 10.09
03072	Computer Programmer II 1/	$ 12.48
03073	Computer Programmer III 1/	$ 15.26
03074	Computer Programmer IV 1/	$ 18.46
03101	Computer Systems Analyst I 1/	$ 15.26
03102	Computer Systems Analyst II 1/	$ 18.46
.03	Computer Systems Analyst III 1/	$ 22.13
03160	Peripheral Equipment Operator	$ 10.09

AUTOMOTIVE SERVICE:

05005	Automobile Body Repairer, Fiberglass	$ 12.67
05010	Automotive Glass Installer	$ 11.62
05040	Automotive Worker	$ 11.62
05070	Electrician, Automotive	$ 12.67
05100	Mobile Equipment Servicer	$ 10.55
05130	Motor Equipment Metal Mechanic	$ 12.67
05160	Motor Equipment Metal Worker	$ 11.62
05190	Motor Vehicle Mechanic	$ 12.67
05220	Motor Vehicle Mechanic Helper	$ 9.92
05250	Motor Vehicle Upholstery Worker	$ 11.62
05280	Motor Vehicle Wrecker	$ 11.62
05310	Painter, Automotive	$ 12.29
05340	Radiator Repair Specialist	$ 11.62
05370	Tire Repairer	$ 10.55
05400	Transmission Repair Specialist	$ 12.67

FOOD PREPARATION AND SERVICE:

07010	Baker	$ 11.83
07041	Cook I	$ 10.83
07042	Cook II	$ 11.83
70	Dishwasher	$ 8.31
07100	Food Service Worker	$ 8.31
07130	Meat Cutter	$ 11.83
07250	Waiter/Waitress	$ 8.90

FURNITURE MAINTENANCE AND REPAIR:

09010	Electrostatic Spray Painter	$ 12.46
09040	Furniture Handler	$ 10.05
09070	Furniture Refinisher	$ 12.46
09100	Furniture Refinisher Helper	$ 10.05
09110	Furniture Repairer, Minor	$ 10.69
09130	Upholsterer	$ 12.46

GENERAL SERVICES AND SUPPORT:

11030	Cleaner, Vehicles	$ 8.31
11060	Elevator Operator	$ 8.31
11090	Gardener	$ 10.83
11121	Housekeeping Aide I	$ 8.31
11122	Housekeeping Aide II	$ 8.90
11150	Janitor	$ 8.31
11180	Laborer	$ 8.27
11210	Laborer, Grounds Maintenance	$ 8.90
11240	Maid or Houseman	$ 7.70
11270	Pest Controller	$ 11.61
11300	Refuse Collector	$ 8.31
11360	Window Cleaner	$ 8.90

HEALTH:

12010	Ambulance Driver	$ 10.83
12040	Emergency Medical Technician	$ 10.11
12070	Licensed Practical Nurse	$ 9.09
12100	Medical Assistant	$ 8.13
12130	Medical Laboratory Technician	$ 8.13
12160	Medical Record Clerk	$ 8.13
12190	Medical Record Technician	$ 11.26
12220	Nursing Assistant	$ 7.24
12250	Pharmacy Technician	$ 10.13
12280	Phlebotomist	$ 8.13
12311	Registered Nurse I	$ 11.26
12312	Registered Nurse II	$ 13.77
12313	Registered Nurse II, Specialist	$ 13.77
12314	Registered Nurse III	$ 16.66
12315	Registered Nurse III, Anesthetist	$ 16.66
12316	Registered Nurse IV	$ 19.97

INFORMATION AND ARTS:

13002	Audiovisual Librarian	$ 12.96
13011	Exhibits Specialist I	$ 10.46
13012	Exhibits Specialist II	$ 12.96
13013	Exhibits Specialist III	$ 15.85
13041	Illustrator I	$ 10.46
13042	Illustrator II	$ 12.96
13043	Illustrator III	$ 15.85
13050	Library Technician	$ 10.46
13071	Photographer I	$ 9.36
13072	Photographer II	$ 10.46
13073	Photographer III	$ 12.96
13074	Photographer IV	$ 15.85
13075	Photographer V	$ 18.46

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	Machinist, 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	Pneudraulic 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	Telecomunications 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

29082	Engineering Technician II	$ 9.36
29083	Engineering Technician III	$ 10.46
29084	Engineering Technician IV	$ 12.96
29085	Engineering Technician V	$ 15.85
29086	Engineering Technician VI	$ 19.17
29090	Environmental Technician	$ 12.96
29210	Laboratory Technician	$ 12.26
29240	Mathematical Technician	$ 12.96
29330	Mortician	$ 15.85
29390	Photooptics Technician	$ 12.96
29480	Technical Writer	$ 15.09
29620	Weather Observer, Senior 2/	$ 13.63
29621	Weather Observer, Combined 2/ Upper Air and Surface Programs	$ 12.26
29622	Weather Observer, Upper Air 2/	$ 12.26

TRANSPORTATION/MOBILE EQUIPMENT OPERATION:

31030	Bus Driver	$ 10.69
31100	Driver Messenger	$ 9.37
31200	Heavy Equipment Operator	$ 12.84
31290	Shuttle Bus Driver	$ 9.98
31300	Taxi Driver	$ 10.11
31361	Truckdriver, Light Truck	$ 9.98
31362	Truckdriver, Medium Truck	$ 10.69
31363	Truckdriver, Heavy Truck	$ 12.07
36364	Truckdriver, Tractor-Trailer	$ 12.62

M ELLANEOUS:

99005	Aircraft Quality Control Inspector	$ 13.55
99020	Animal Caretaker	$ 9.50
99030	Cashier	$ 7.31
99040	Child Care Center Clerk	$ 11.16
99050	Desk Clerk	$ 8.96
99260	Instructor	$ 13.63
99300	Lifeguard	$ 7.98
99350	Park Attendant (Aide)	$ 10.02
99400	Photofinishing Worker	$ 7.98
99500	Recreation Specialist	$ 12.41
99510	Recycling Worker	$ 10.11
99610	Sales Clerk	$ 7.98
99630	Sports Official	$ 7.98
99658	Survey Party Chief	$ 10.83
99659	Surveying Technician	$ 10.02
99660	Surveying Aide	$ 7.31
99690	Swimming Pool Operator	$ 11.83
99720	Vending Machine Attendant	$ 10.11
99730	Vending Machine Repairer	$ 11.83
99740	Vending Machine Repairer Helper	$ 10.11

**** Fringe Benefits Required For All Occupations Included In This Wage Determination ****

HEALTH & WELFARE: $0.90 per hour or $36.00 per week or $156.00 per

month.

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

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

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $4.25 per week (or $.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards

set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

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

Guidance for
Environment, Safety & Health Management Plan

Within 60 days after the date of award of the contract, the contractor shall submit to the contracting officer for review and approval an Environment, Safety & Health (ES&H) Management Plan. Elements of this Plan may already have been submitted as part of contract (extension) negotiations, as terms in an offer in response to a request-for-proposal (RFP), or under requirements in a DOE Order or Directive. Other elements of the ES&H Management Plan may appear in related contract clauses or appendices included as part of the final contract and minimal additional planning or development may be required by the contractor in connection with preparing the Plan. To at least some degree, preparation of the Plan will be a matter of tying together and presenting in a cohesive form ES&H elements addressed elsewhere in the contract, presented in the RFP, or required by DOE Order or Directive. However, preparation of this contractor's attention on those issues and integrating ES&H planning and execution in the work. The Plan shall acknowledge and address the following:

ES&H Responsibilities of Key Personnel

The Plan shall confirm that the contractor explicitly holds the Program Manager for the Grand Junction (GJ) Site responsible for and accountable for satisfactory ES&H performance under the contract. Additionally, any other key personnel reporting directly to the Program Manger at the site on ES&H issues shall be held explicitly responsible and accountable for satisfactory ES&H performance within their purview. ES&H performance shall also be included in evaluations of personnel performance.

Integrated Planning

The Plan shall:

(a) be consistent with and further the purpose of the Department's Strategic Plan and goals relative to ES&H;

(b) demonstrate management commitment for bringing about actions to correct conditions impacting satisfactory ES&H performance;

(c) reflect the contractor's commitment to put in place all the elements of a comprehensive ES&H program according to a negotiated and definitive schedule for funded activities;

(d) provide for ES&H issue identification and risk-based resource allocation (i.e., ES&H Management Planning Process);

(e) provide a framework for contingency planning to ensure critical elements of the ES&H program are conducted in the event of shortfalls in funding;

(f) describe the mechanism for holding the contractor Chief executive Officer at the site accountable for ES&H performance;

(g) address the role of the parent corporation (if this situation is present) to support and ensure that the Contractor is integrating and carrying out ES&H

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.