

**PART I - THE SCHEDULE**

**Section A**

**Solicitation, Offer, and Award**

<b>SOLICITATION, OFFER, AND AWARD</b>		<b>1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</b>		<b>RATING</b>		<b>PAGE OF PAGES</b> 1 194	
<b>2. CONTRACT NO.</b> DE-AC06-98RL13686		<b>3. SOLICITATION NO.</b> DE-RP06-98RL13686		<b>4. TYPE OF SOLICITATION</b> <input type="checkbox"/> SEALED BID (FB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		<b>5. DATE ISSUED</b>	
<b>ISSUED BY</b> U.S. Department of Energy Richland Operations Office Procurement Services Division P.O. Box 550, MSIN A7-80 Richland, WA 99352		<b>CODE</b>		<b>6. REQUISITION/PURCHASE NO.</b> 98RL13686.000		<b>8. ADDRESS OFFER TO (if other than Item 7)</b>	
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>10</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in <u>Richland, WA</u> until <u>1:00 pm PDT</u> local time <u>05/26/98</u> (City) (Date)							
CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.							
<b>10. FOR INFORMATION CALL:</b> A. NAME: <u>Ryan M. Kilbury</u>				B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <u>(509) 373-9758</u>			
<b>11. TABLE OF CONTENTS</b>							
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<b>OFFER (Must be fully completed by offeror)</b>							
<b>NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.</b>							
In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
<b>13. DISCOUNT FOR PROMPT PAYMENT</b> (See Section I, Clause No. 62.232-8)		10 CALENDAR DAYS N/A	20 CALENDAR DAYS N/A	30 CALENDAR DAYS N/A	CALENDAR DAYS N/A		
<b>14. ACKNOWLEDGMENT OF AMENDMENTS</b> (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:		AMENDMENT NO. A001 A002	DATE 04/24/98 04/28/98	AMENDMENT NO. A003	DATE 05/20/98		
<b>15A. NAME AND ADDRESS OF OFFEROR</b>		CODE	FACILITY CODE	<b>18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)</b>			
Hanford Environmental Health Foundation P.O. Box 100 3090 George Washington Way Richland, Washington 99352				DUNS # 076627751 Sandra J. Matheson President			
<b>15B. TELEPHONE NO. (Include area code)</b> (509) 376-7146		<b>15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE</b> <input type="checkbox"/>		<b>17. SIGNATURE</b> <i>Sandra J. Matheson</i>		<b>18. OFFER DATE</b> 5-29-98	
<b>AWARD (To be completed by Government)</b>							
<b>19. ACCEPTED AS TO ITEMS NUMBERED</b>		<b>20. AMOUNT</b> \$28,329,952		<b>21. ACCOUNTING AND APPROPRIATION INFORMATION</b>			
<b>22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:</b> <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				<b>23. SUBMIT INVOICES TO ADDRESS SHOWN IN Sect. G ITEM</b> (4 copies unless otherwise specified)			
<b>24. ADMINISTERED BY</b>		<b>CODE</b>		<b>25. PAYMENT WILL BE MADE BY</b>		<b>CODE</b>	
U.S. Department of Energy Richland Operations Office Procurement Services Division P.O. Box 550, MSIN A7-80 Richland, Washington 99352				Department of Energy Oak Ridge Financial Service Center - RL 200 Administration Road Oak Ridge, Tennessee 37830			
<b>26. NAME OF CONTRACTING OFFICER (Type or print)</b> Richard O. Puthoff				<b>27. UNITED STATES OF AMERICA</b> <i>Richard O. Puthoff</i> (Signature of Contracting Officer)		<b>28. AWARD DATE</b> 7/15/98	
<b>IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.</b>							
<b>PREVIOUS EDITION NOT USABLE</b>							

**Section B**

**Supplies or Services and Prices**

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**B.1 Occupational Medical Services**

This is a cost reimbursement performance based service contract for Occupational Medical Services for the U. S. Department of Energy's Hanford Site. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, *Statement of Work*.

**B.2 Obligation of Funds**

The total amount of funds presently obligated by the Government under this contract is \$60,357,221.24. This amount may be increased or decreased in accordance with FAR 52.232-22, *Limitation of Funds* (Apr 1984), referenced in Section I.1, *Clauses Incorporated by Reference*.

**B.3 Period of Performance**

The period of performance for the work specified in Section C, *Statement of Work*, of this contract shall commence on October 1, 1998, and continue through March 7, 2004, unless terminated sooner as provided for in other provisions of this contract.

**B.4 Estimated Cost and Fee**

a. The estimated cost (includes total available fee) for this contract is as follows:

<b>Table B-1</b>						
<b>Estimated Cost and Fee (in thousands)</b>						
<b>Fiscal Year</b>	<b>FY 1999</b>	<b>FY 2000</b>	<b>FY 2001</b>	<b>FY 2002</b>	<b>FY 2003</b>	<b>FY 2004*</b>
<b>Estimated Cost</b>	\$8,601	\$8,440	\$8,688	\$9,035	\$9,397	\$4,875.6
<b>Base Fee</b>	\$344	\$338	\$347	\$361	\$376	\$163.3
<b>Performance Fee</b>	\$516	\$506	\$521	\$542	\$564	\$301.4**
<b>Total Available Fee</b>	\$860	\$844	\$868	\$903	\$940	\$464.7
<b>Total Cost and Fee</b>	\$9,461	\$9,284	\$9,556	\$9,938	\$10,337	\$5,340.3

\* 10/01/03 through 03/07/04.

\*\* \$245,000 of FY04 performance fee and \$56,400 of fee opportunity associated with contract transition, carried forward from FY03.

B.5 Option to Extend the Term of the Contract

This contract may be extended at the unilateral option of the Government by written notice to the Contractor 60 days prior to the expiration date of this contract. Further, the Contractor agrees that the stated fees as set forth in Section B.4, *Estimated Cost and Fee*, above will apply to the Option Period(s). The Option Periods may be exercised at the sole discretion of the Contracting Officer and may be exercised unilaterally for any period(s) not to exceed two years. If an option is for a period of less than one year, the fee will be prorated based on the period of the option. (See FAR 52.217-9, *Option to Extend the Term of the Contract*, in Section I.)

## Statement of Work

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### C.1 Introduction

This is a cost reimbursement performance-based services contract for occupational health services at the Hanford Site. The Contractor will provide an integrated Occupational Health Program for DOE, DOE's Site contractors, and others as directed by the Contracting Officer or designee.

The U.S. Department of Energy, Richland Operations Office (RL) believes the workforce to be its most important asset, and has committed in the *Hanford Strategic Plan* to provide a safe and healthful workplace for all Federal, contractor, and subcontractor employees.

The mission of occupational health programs at Hanford is to support Project Hanford and other site missions through a coordinated occupational health program as part of the Integrated Environment, Safety, and Health Management System (ISMS). The Government believes prevention is the single most important health intervention, and is additionally committed to providing appropriate response and treatment when the best efforts at preventing illness and injuries fall short. The purpose of intervention is to mitigate injury or illness in order to alleviate acute symptomatology, prevent secondary problems, prevent disability, and return employees to work in a safe and healthy manner. When long-term interventions are required, the goal of returning the employee to work in a timely but safe manner remains paramount in the management of the injury or illness.

This *Statement of Work* is divided into five sections: this introduction, a description of services, accreditation requirements, transition requirements, and performance standards.

### C.2 Description of Services

This *Statement of Work* describes the occupational health services the Contractor shall provide under this Performance Based Service Contract. The performance objectives for occupational health services are to:

- a. provide timely and effective occupational medical services to the Hanford workforce, including the determination of medical qualifications to perform work in environments that may contain chemical, biological, physical, and/or radiological hazards; the monitoring of worker health and safety; the provision of first aid services, occupational primary care, case management; and emergency response support;
- b. assist site contractor and DOE management in protecting employees from health hazards in their work environments;
- c. assure the early detection, treatment, and rehabilitation of employees who are ill, injured, or otherwise impaired;
- d. apply preventive medical measures toward the maintenance of the optimal physical and mental health of employees through health promotion and education;

- e. provide employees, as appropriate, with professional medical evaluation, guidance, counseling, and referrals to specialists in support of optimal physical and mental health;
- f. provide professional guidance and consultation to site contractor and DOE management on all health-related issues;
- g. assist site contractor and DOE management in assuring the placement of employees in work that can be performed in a reliable and safe manner consistent with the requirements of the Americans with Disabilities Act of 1990;
- h. provide support to site contractor and DOE management in the medical, mental, and substance abuse aspects of personnel reliability and fitness for duty;
- i. protect the privacy of employees and the confidentiality of their medical records;  
and
- j. provide support to DOE and contractor management and the Office of Epidemiology and Health Surveillance/Office of Health by the collection and analysis, when requested, of employee health data for the purpose of early detection and prevention of occupational and nonoccupational illnesses and injuries, thereby reducing morbidity and mortality.

The Contractor shall comply with all applicable Federal, State, local, and DOE Richland Operations Office (RL) requirements, and where these requirements differ, the Contractor shall comply with the most stringent requirement. Where established requirements do not exist, the Contractor shall provide occupational health services using current best practices in health care and administration. Qualification requirements for professionals providing occupational medical services are provided in Section H, *Special Contract Requirements*.

Occupational medical services will be provided to personnel on the Hanford Site. These services include the requirement that the contractor update existing medical records with new examination results and create new medical records, where necessary, to document all treatment provided, all tests performed, including laboratory and clinic tests, exams, surveillance protocols, and qualification tests, for the Hanford workforce on an occupational health information system (currently a government furnished, Oracle-based system), as part of the Hanford Occupational Health Process (HOHP).

#### C.2.1 Medical Monitoring and Qualification Examinations, Tests and Services

The medical surveillance and qualification exams shall be performed by the contractor in accordance with DOE Orders and Federal, State and local laws and regulations as set forth in Section H.4. The Contractor shall establish unit charges for each exam. To the maximum extent practicable, these unit charges will be used to invoice DOE, which in turn will charge the appropriate site contractor. Medical surveillance and qualification examinations will include both initial and periodic examinations.

- a. Types of examinations include, but are not limited to:

1. Preplacement Evaluations.
  2. Medical Surveillance Examinations and Health Monitoring.
  3. Qualification Examinations.
  4. Voluntary Periodic Examinations.
  5. Return-to-Work Health Evaluations.
  6. Termination Health Evaluations.
- b. Each medical examination shall include, but is not limited to, the following:
1. All medical procedures, medical reports, and processes required for each type of medical examination, and in accordance with all Federal, State, and local laws (such as Occupational Safety and Health Administration and Washington Industrial Safety and Health Administration), and DOE Orders;
  2. all professional services, laboratory and medical technician services, administrative support, and other services;
  3. a medical notification system that communicates results of medical examinations to employer and employee; and
  4. disposition and disposal of all medical, biological, and other wastes generated from the medical service.
- c. Medical examinations shall be scheduled using the existing computerized scheduling system. The Contractor shall manage and coordinate medical examination scheduling with each of the site contractors and DOE so as to minimize the impact of medical examinations on the work conducted at the Hanford Site.
- d. The hours of operation for examination services shall be compatible with the site contractors' and DOE's core hour work schedules.

#### C.2.2 Medical Surveillance

The Contractor shall routinely and systematically analyze medical data gathered in the course of performing monitoring and qualification examinations. These data analyses shall be aimed at early identification of changes in worker health that may be indicative of trends or weaknesses in worker protection features and programs. The Contractor shall notify the Contracting Officer or designee of all adverse trends as they are identified and include all trending program results in the Site Medical Director's Annual Report.

### C.2.3 Diagnosis and Treatment of Injury or Disease

- a. Occupational Injury or Disease.
  1. The management of occupational injury or disease shall be in accordance with applicable Federal, State and local laws and regulations and DOE requirements.
  2. Diagnosis and treatment of occupational injury or disease shall be prompt with emphasis placed on rehabilitation and return to work at the earliest time compatible with job safety and employee health.
  3. Contractor will issue all employees with occupational injuries or illnesses written clearance indicating an employee's suitability to return to work.
  4. The occupational medical staff shall notify the affected individual(s) and immediate supervision of unhealthy work situations detected during the course of their duties. The Contractor shall also notify the appropriate health and safety groups (health physics, industrial hygiene, or safety) of these situations.
- b. Nonoccupational Injury and Illness. Hanford Site workers are encouraged to utilize the services of a private physician or medical facility, where these are available, for care of nonoccupational injuries or illnesses. However, the Contractor shall assist workers who are ill at work. Care should be available for what is judged a short-term, self-limited condition. Such a policy will contribute to containment of medical costs and encourage an atmosphere of trust for workers. The objective is to return the worker to a state of health in the shortest possible time consistent with modern medical therapy. Long-term treatment of nonoccupational injury and illness is not considered to be a responsibility of the Contractor.

NOTE: In emergencies, Hanford workers shall be given the necessary care required until referred to a private physician or facility.

### C.2.4 Monitored Care

Monitored care of ill or injured employees by occupational medical physicians is highly desirable to maximize recovery and safe return to work and to minimize lost time and associated costs. Hanford Site contractor and DOE management has the responsibility to advise the Contractor when an employee has been absent because of an illness or injury for 5 or more consecutive workdays, or has experienced excessive absenteeism. Worker's compensation cases should be monitored, when appropriate, through appropriate return visits and physician-to-physician communication with private physicians where applicable. The goal is to assist the employees in their recovery and to facilitate their return to duty at the earliest practicable time. Reasonable accommodations or restrictions may be a part of this rehabilitation process and need to be closely coordinated with the human resources department and line management of site contractors and DOE.

C.2.5 Health Care Cost Management

The Contractor will provide cost-effective health care recommendations, where available, to DOE and site contractor management. The Site Medical Director may request information regarding lost-time data, worker's compensation case costs, medical and surgical costs by common diagnosis, and inpatient versus outpatient costs from site contractors and DOE. The Site Medical Director will be a resource to site contractor and DOE benefits personnel in managing health care costs and providing advice on the quality and availability of community health care resources.

C.2.6 Employee Counseling and Health Promotion

The Contractor shall operate employee counseling and health promotion programs that include:

- a. Employee Assistance and Wellness Programs.
- b. Immunization Program.
- c. Fitness for Continued Duty Assignment. The Contractor has the responsibility to make fitness-for-duty determinations on employees for all conditions that may influence performance or work suitability.

C.2.7 Field/Facility Visits

Occupational Health Examiners (i.e., physicians and physicians' assistants) shall be familiar with employee job tasks, worksite environments, and existing or potential health hazards. Familiarization shall be accomplished by reviews of employee job task analyses (EJTAs), interviews with workers and supervisors, and by visits to work sites and facilities. Visits shall be, when appropriate, coordinated with industrial hygiene, health physics, and safety personnel and management, and should include a review of materials, processes, and procedures used with emphasis on physical, chemical, and biological hazards. The information obtained from these interviews and visits may form the basis for recommendations to DOE for corrective actions or preventive measures. These visits shall be conducted at least once a month by each Occupational Health Examiner and document the results of the visit on a Report of a Facility/Site Visit Form. Some facilities on the Hanford Site require personnel to have an L security clearance.

C.2.8 Emergency and Disaster Preparedness

- a. Integrated Emergency and Disaster Preparedness Planning. The Site Medical Director is responsible for the management and implementation of the medical portion of the site emergency and disaster plan. This input shall be closely integrated with, and made a part of, the overall site emergency and disaster preparedness plan.

b. Integration with Community Emergency and Disaster Plans. The occupational medical portion of the site emergency and disaster plan is integrated with surrounding community emergency and disaster plans to the extent consistent with the development of a mutual aid and assistance capability. The Site Medical Director shall advise DOE of the actions needed to manage the integration of Hanford occupational medical emergency and disaster planning with the surrounding communities' plans. Integration with the local hospitals will be required in these activities.

c. Preplanning and Response Requirements.

The Contractor shall assist DOE to ensure that the medical portion of the site emergency and disaster response capability is adequate to meet the type and severity of accidents and trauma dictated by the character and history of plant operations and conditions, including preplanning and prearrangements for:

1. Onsite capabilities for medical aid and triage, which shall include onsite capability for cardiopulmonary resuscitation, cardiac defibrillation and advanced cardiac life support;
2. Support to DOE in the arrangements for hospital care, which shall include the capability to evaluate and treat injuries resulting from exposure to radiation and/or toxic materials, including internal and external contamination, as appropriate;
3. Services of medical specialists and consultants;
4. Medical aid coverage during evacuation operations from facilities and the site; and
5. Communication with the DOE Emergency Operating Center for the coordination of fire and rescue units, hospitals and hospital teams, and local and State police.

d. Emergency preparedness and response support shall be provided by licensed physicians. Services may be required to be provided in the Emergency Operations Center located in the basement of the Richland Federal Building, at the local hospitals, in the contractor's main clinic, or at other locations as specified by the Government. In addition to emergencies, this service includes participation in training, drills, and exercises.

#### C.2.9 Requirements for Medical Records

The Contractor shall:

- a. Manage, operate and maintain the existing medical records system.
- b. Protect the confidentiality of all employee medical records.

- c. Provide access to Employee Medical Records in accordance with:
  - 1. The Privacy Act as codified in 10 CFR 1008; and
  - 2. "Access to Exposure and Medical Records" as codified in 29 CFR 1910.1020 (OSHA Standard).
- d. Operate and maintain a central Work Restriction Registry documenting worker restrictions.

C.2.10 Occupational Primary Care

Occupational primary care shall be provided in the 200 East Health Care Center and the Contractor's main clinic. The purpose is to immediately diagnose and treat minor job-related injury or illness and return the employee to work the same day.

C.2.11 First Aid

First aid services shall be provided at the 100N, 200 East, and 200 West Health Care Centers on the Hanford Site and at the Contractor's main clinic.

C.2.12 Case Management

Case Management services shall be provided at the Contractor's main clinic. The purpose of Case Management is to assist employees return to work after a medical absence. This includes the preparation of an electronic daily report of work restrictions sent to the employee's management and safety organization.

C.2.13 Records and Data Extraction

From time to time, the Government and other organizations will perform epidemiological studies of Hanford health data. The contractor shall provide the necessary personnel to search for, extract and print or transfer via electronic media such records as directed by the Contracting Officer, or designee, to the organizations performing the studies. The instructions regarding the Contractor's participation in these activities may specify the methods and provisions for addressing the privacy issues of the information provided. The Contractor shall similarly provide health data to DOE's Office of Environment, Safety and Health, Office of Occupational Medicine and Health (EH-6) on request.

C.2.14 Employee Job Task Analysis (EJTA) Evaluations

As part of the HOHP, Employee Job Task Analyses (EJTAs) will be prepared by DOE and the Site contractors and provided to the Contractor for processing in the Risk Management Medical Surveillance (RMMS) system that evaluates the medical surveillance requirements based on the hazards identified in the EJTAs.

The Contractor is responsible for the operation, maintenance and upgrade of the RMMS. This system is a Hanford-developed software system that analyzes hazard

exposure data in EJAs and assigns medical monitoring and qualification examination requirements.

C.2.15 Site Medical Director's Annual Report

For each fiscal year of the contract, the Contractor shall prepare and submit a written Site Medical Director's Annual Report assessing the state of worker health. The report shall be submitted to the Contracting Officer within 180 days after the end of each fiscal year. The report shall provide information on the relationship of site activities to the health and safety of site personnel. It will identify any trends and analyze their effects. It will present conclusions of the medical surveillance analyses and recommendations to the Government for improvements in protecting worker safety and health. It will also include the results of any special studies directed by the Contracting Officer, or designee. The Contractor shall describe the analyses, present the bases for the conclusions, discuss the urgency of the recommendations and explain the benefits to the health and safety of the site workers and the Government. Standards for the analyses and the preparation of the report shall be comparable to that required for acceptance by a peer-reviewed medical journal. The Contractor also shall present the results verbally to the Government at a time specified by the Contracting Officer after the report has been submitted.

C.2.16 Additional Occupational Health Services

From time to time, the Government may require additional occupational health services not otherwise described in this contract.

C.2.17 Contractor Quality Assurance Plan

The Contractor shall develop, implement, and submit to DOE for approval a Quality Assurance Plan in accordance with the requirements of DOE 5700.6C, *Quality Assurance Programs*, Change 1, May 10, 1996. The Plan will include a Quality improvement plan that DOE reviews and monitors. The Contractor shall development and conduct a self assessment on a semi-annual basis and report the results to DOE annually in the Occupational Medical Program Appraisal.

C.2.18 Emergency Decontamination Facility (EDF)

The Contractor is responsible for managing and maintaining the operational capability of the Emergency Decontamination Facility to respond to contaminated medical injuries.

C.3 Accreditation Requirements

The Contractor shall achieve and maintain accreditation for occupational health services from the Joint Commission for Accreditation of Healthcare Organizations, or the Accreditation Association for Ambulatory Health Care, in accordance with the Contractor's accreditation plan.

C.4 Transition Requirements

The Contractor shall accomplish transition from the existing provider of occupational health services from the time of contract award to September 30, 1998. During the transition period, the incumbent contractor will be responsible for delivery of occupational health services.

The Contractor shall assume full responsibility for delivery of occupational health services at the end of the transition period. During the transition period, the Contractor shall plan and prepare for an orderly transfer of responsibilities and accountability from the incumbent contractor.

The Contractor shall implement its proposed Transition Plan, as approved by the Contracting Officer. The activities to be accomplished include, but are not limited to, the following:

- a. Determine staffing needs and make offers to and arrange to transition incumbent employees to the Contractor, as applicable;
- b. Develop and deliver to DOE the list of applicable DOE Orders and Directives;
- c. Complete all specific milestones identified in the Transition Plan;
- d. Perform a complete inventory of all DOE-owned property for transfer to the Contractor;
- e. Execute any necessary transition agreements with the incumbent contractor; obtain DOE approval before execution by the Contractor;
- f. Submit periodic transition reports as directed by the Contracting Officer;
- g. Prepare and submit the Quality Assurance Plan, and
- h. Establish an accounting/billing system that is acceptable to DOE.

C.5 DELETED

**Section D**

**Packaging and Marking**

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D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work delivered under this Contract shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation.

D.2 Marking

Each package, report or other deliverable shall be accompanied by a letter or other document which identifies

- a. the contract by number under which the item is being delivered and
- b. the deliverable item number or report requirement applicable to the delivered item(s).

**Section E**

**Inspection and Acceptance**

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E.1 FAR 52.246-3 Inspection of Supplies--Cost-Reimbursement (Apr 1984)

(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 a plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling 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 the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.
- (f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former

requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--
  - (i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
  - (ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
  - (iii) Terminate the contract for default.
- (2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- (j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.
- (k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 FAR 52.246-5 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.

E.3 Inspection

Inspection of all products, reports, or services under this Contract shall be accomplished by the Contracting Officer or designee.

E.4 Acceptance

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer or designee.

**Section F**

**Deliveries or Performance**

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F.1 Period of Performance

The period of performance (exclusive of the Transition Period) for the work specified in Section C, *Statement of Work*, of this Contract shall commence on October 1, 1998 and continue through March 7, 2004.

F.2 Principal Place of Performance

The principal places of performance of this contract shall be the Hanford Site and the Richland, Washington area.

Medical examinations shall be provided in the Richland, Washington area at a single main clinic. The Richland, Washington area is defined as follows: the area bounded on the north by the Hanford Site, on the east by the Columbia River, on the west by the Yakima River, and on the south by Interstate I-182.

F.3 Reporting Requirements

The following are reports required of the Contractor. This list is not complete and is subject to change at the sole discretion of the Contracting Officer or designee. The distribution list, content and format will be determined by the Contracting Officer or designee.

<b>Table F.1, Routine Reporting Requirements</b>			
<b>Title</b>	<b>Content</b>	<b>Frequency</b>	<b>Recipient</b>
Occupational Medical Program Appraisal	Self-assessment survey instrument for occupational health program, facilities and professional staff	Annually	Program Office
Report on occupational injuries and illness	Reports number and frequency of illness/injury trended with gov't vehicle mileage, payroll hours, and property values	Quarterly	RL-QSH
Tier II Emergency & Hazardous Chemical Inventory	Contractor chemical inventory is included in site document compiled by the Project Hanford Management Contactor. Part of Emergency Planning and Community Right-to-Know Act 312.	Annually	RL-Environmental, Assurance, Permits, and Policy
Dangerous Waste & Biennial Waste Minimization Report	Report includes shipping information, waste description and category, and recycling credit for RCRA wastes [compiled by the Project Hanford Management Contactor (PHMC)]	Annually with quarterly input	PHMC then DOE HQ & EPA/W DOE

Title	Content	Frequency	Recipient
Toxic Chemical Release Inventory Report	Report lists release of EPCRA 313 chemical quantities	Annually	The Project Hanford Management Contractor then DOE-HQ & EPA/WOE
Site Medical Director=s Annual Report	Identify trends and analyze effects, present conclusions of medical surveillance analyses, make recommendations for improvements in protecting worker safety and health.	Annually	Program Office
Employee Concerns Report	Information on status of employee concerns program -- cumulative, by Fiscal Year	Monthly	RL-Safety Program Mgr.
Collective Bargaining Agreement	Copy of agreement	End of negotiations	RL Office of Contractor Workforce Programs
Public Voucher (SF-1034)	Incurred cost and earned fee	Monthly	In accordance with Section G.1, <i>Billing Instructions</i>
Billing Rate Variance Report	Variance between estimated and actual rates for services	As required	Chief Financial Officer
Safeguards and Security Monitoring Activity Report	Substance dependence monitoring program and psychological monitoring	Monthly	RL Safeguards and Security Division
Ethyl Alcohol Inventory	Indicates control and protection of government property	Semiannually	RL-Site Infrastructure Division (SID)
Controlled Substances Inventory	Indicates control and protection of government property	Semiannually	RL-SID
Report of Records Holdings	Identifies volume of active records being maintained by Contractor	Annually	RL-SID
Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	Annually	RL-SID

**Section G**

**Contract Administration Data**

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G.1 Billing Instructions

a. Public Voucher

The Contractor shall submit to the Government a monthly Public Voucher (SF-1034).

**Originals are to be submitted as follows:**

ORIGINAL TO: Department of Energy  
Oak Ridge Financial Service Center  
P.O. Box 4307  
Oak Ridge, TN 37831

EXPRESS COURIER ADDRESS: Department of Energy  
Oak Ridge Financial Service Center - RL  
200 Administration Road  
Oak Ridge, TN 37830

**Copies are to be submitted as follows:**

COPY TO: Department of Energy  
Procurement Services Division  
P.O. Box 550 - MS A7-90  
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy  
Procurement Services Division  
825 Jadwin Avenue - MS A7-90  
Richland, WA 99352

COPY TO: Department of Energy  
Quality, Safety, and Health Programs Division  
P.O. Box 550 - MS A1-55  
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy  
Quality, Safety, and Health Programs Division  
825 Jadwin Avenue - A1-55  
Richland, WA 99352

COPY TO: Department of Energy  
Financial Management Division  
P.O. Box 550 - MS A1-55  
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy  
Financial Management Division  
825 Jadwin Avenue - A1-55  
Richland, WA 99352

Original and copies of invoices are to be transmitted simultaneously. When appropriate, invoices may be transmitted by Hanford plant mail or hand delivered. Invoices not

simultaneously submitted to all addressees may be rejected or have payment delayed. Advance faxed copies will also be provided as specified by the Government.

b. Details of Monthly Billings

1. Public Voucher (form 1034) will list the total costs incurred by cost element segregated into monthly and cumulative costs to date amounts, including fee. In addition, this data shall be furnished in an electronic file as directed by the Contracting Officer.

2. Billing by medical service category

Each Public Voucher will be accompanied by a breakdown showing medical services provided showing total charges using the DOE approved rates. These charges will be divided into categories (by service recipients, or other categories) as directed by the Contracting Officer and provided by an electronic file to meet DOE's needs.

G.2 RL Property Administration

The point of contact for contract administration relating to Government property is as follows:

U. S. Department of Energy  
Richland Operations Office  
Organizational Property Management Officer  
Site Services Division, MSIN: A2-45  
P.O. Box 550  
Richland, WA 99352

G.3 Contracting Officer's Representative (COR) Technical Direction - Notification of Changes

a. 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.

b. Performance of the work under this Contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility, and limitations; a copy of the designation letter will be provided to the Contractor by the Contracting Officer.

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

1. Directions to the Contractor that redirect the Contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in d *Statement of Work*, found in Section C;
2. provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work descrip

3. review and, where required by the Contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract; and
1. performance of technical monitoring, inspection, approval of shop drawings, testing, approval of samples, engineering evaluation, monitoring schedules and deliverables, and other functions not involving a change in the scope, price, or terms or conditions of the Contract.
2. Technical direction must be within the *Statement of Work* (see Section C) stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
  1. Constitutes an assignment of additional work outside the *Statement of Work* (see Section C);
  2. constitutes a change, as defined in Contract clause entitled *Changes* (see Section I);
  3. changes any of the express terms, conditions, or specifications of the Contract; or
  4. interferes with the Contractor's right to perform the terms and conditions of the Contract.
- d. All technical directions shall be issued in writing by the COR.
- e. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- f. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs c.1 through c.4 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instructions or direction, and shall request that the Contracting Officer modify the Contract accordingly. 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 related documents provided by the COR and documentation of any oral communication involved in such conduct.
  4. In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration.
  5. The particular elements of Contract performance for which the Contractor may seek an equitable adjustment under this clause, including

- a)                                    ne items have been or may be affected by the alleged change;
  - b)                                    what labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - c)                                    to the extent practicable, what delay and disruption in the manner and sequence of perfor been or may be caused by the alleged change; and
  - d)                                    other provisions affected by the alleged change.
6.                                    the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.
- do one of the following:
- a)                                    ractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the  
  
inform the Contractor in writing within 30 days afte Contractor's letter not to perform under the direction and cancel the direction; or
  - c)                                    advise the Contractor that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time ions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this

A failure of the Contractor and Contracting Officer to agree that the technical direction is tatement of Work of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the Contract clause entitled , in Section I, *Contract Clauses*

Modification Authority

As stated above and notwithstanding any of the other provisions of this Contract, the Contracting

- a)                                    accept nonconforming work;
- b.                                    waive any requirement of this Contract; and/or
- c.                                    modify any term or condition of this Contract.

**G.5 Representations and Certifications**

The Representations and Certifications, completed as Section K of the solicitation leading to award of this Contract, dated May 28, 1998, are hereby incorporated into this Contract by reference.

**Section H Special Contract Requirements**

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## H.1 Definitions

- a. **Employee Job Task Analysis.** The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that employees will face in the performance of their jobs, as described in the employee's individual job or position description. This analysis is updated annually, or as often as the employee's job or position description is changed. This analysis serves as the basis for determining whether or not the employee will be enrolled in a medical surveillance program and the personal protective equipment that the employee will have to routinely use in the course of work.
- b. **Job Hazard Analysis.** The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that a particular work assignment, work order, project or work package will present to workers assigned to the task(s). The results of the Job Hazard Analysis are compared against the Employee Job Task Analysis for each worker assigned to the job to determine whether additional medical surveillance or personal protection equipment is warranted by the hazards.
- c. **Limited Area.** A security area for the protection of classified matter where guards, security inspectors, or other internal controls can prevent access to classified matter by unauthorized persons.
- d. **Protected Area.** A specifically defined area that is enclosed by physical barriers (e.g. walls or fences), subject to access controls, surrounding a material access area or containing Category II special nuclear material, and which meets the standards of the applicable DOE directive.

## H.2 Key Personnel Requirements

- a. Key personnel requirements for the provision of services are as follows:
  1. **Principal Contract Manager:** The Principal Contract Manager, who has overall management, operating and contracting authority for the Contractor, shall have previous experience in a similar position.
  2. **Site Medical Director:** The Site Medical Director, who has responsibility for overseeing the provision of Hanford Occupational Medical services and advising DOE on medical issues, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree; be licensed to practice medicine in the State of Washington; have completed residency training and board certification in Occupational and Environmental Medicine (OEM), Aerospace Medicine (AM), or Public Health & Preventive Medicine (PM) by the appropriate Medical or Osteopathic Medical certifying board. The director shall have experience in the oversight and management of occupational medical programs similar in complexity and type to the services described in Section C, *Statement of Work*.
  3. **Clinic Director:** the clinic director, who has operational responsibility for the provision of all medical services, shall be currently licensed in the State of Washington and certified for the practice of occupational medicine by the American Board of Preventive Medicine or the American Osteopathic Board of Preventive Medicine. The director shall have experience in the provision of occupational

medical services similar in complexity and type to the services described in Section C, *Statement of Work*.

4. Case Manager: the Case Manager, who has responsibility for providing initial and follow-up care for occupational injuries or illnesses, shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. The Case Manager shall be Board eligible in a primary care specialty (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Physical Medicine and Rehabilitation); with experience in:
- a) provision of primary occupational health care, workers' compensation or other health benefits utilization case review and management,
  - b) provision of worker placement programs and services in business, industry or military,
  - c) provision of independent medical evaluations/second opinion services or certification as an Independent Medical Examiner (CIME), and
  - d) design and development of Functional Capacities Evaluations (or objective tests for human skills, strength, stamina and agility).

The Case Manager shall have familiarity with and knowledge of the complex legal environment and requirements of the Civil Rights Act of 1964, Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The case manager shall have successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training.

5. Substance Abuse Manager/Medical Review Officer: the Substance Abuse Manager/Medical Review Officer, who has responsibility for evaluating employees with substance abuse disorders and making placement recommendations shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. This Officer shall have completed an internship or one year of residency in a primary care specialty (Occupational and Environmental Medicine, Internal Medicine, General Practice, Family Practice, Emergency Medicine, or Psychiatry). This Officer shall have experience:
- a) in providing primary health care,
  - b) in providing primary occupational health care,
  - c) as a Medical Review Officer with oversight of substance abuse rehabilitation;

This Officer shall have successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training.

- b. It having been determined that the employees whose names appear in Section J, or persons approved by the Contracting Officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this Contract, the Contractor agrees to assign such employees or persons to the performance of the work under this

Contract and shall not reassign or remove any of them without the consent of the Contracting Officer. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the Contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

### H.3 Qualification of Medical Personnel

The requirements for medical personnel, other than those listed in Section H.2, *Key Personnel Requirements*, are as follows:

- a. Physicians: physicians shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree, currently licensed to practice in the State of Washington. Physicians shall have completed an internship or one year of residency in a primary care speciality (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Aerospace Medicine, Public Health & Preventive Medicine, Physical Medicine and Rehabilitation). The physicians shall have experience in the provision of primary occupational health care and general medical care and successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training. It is highly desirable that physicians be board certified in Occupational and Environmental Medicine.
- b. Physician Assistants: physician assistants shall be licensed in the State of Washington. The physician assistants shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).
- c. Nurse/Nurse Practitioner: nurses and nurse practitioners shall be licensed in the State of Washington. They shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).

### H.4 Use of DOE Property

The Contractor may propose the use of Government-owned facilities, equipment and other property on a non-interference basis for private work and private work for other entities. The Contractor agrees to reimburse DOE for such use on a full-cost recovery basis at rates approved by the Contracting Officer.

### H.5 Laws, Regulations, and DOE Directives

- a. In performing work under this Contract, the Contractor shall comply with the requirements of:
  1. Federal, State, and local laws and regulations, unless relief has been granted in writing by the appropriate regulatory agency; and
  2. those DOE directives, or parts thereof, identified in the List of Applicable Directives contained in Section J.7.

- b. The Contracting Officer may, from time to time and at any time, revise the List of Applicable Directives (List) by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising the List, the Contracting Officer shall notify the Contractor in writing of DOE's intent to revise the List and provide the Contractor with the opportunity to (1) assess the effect of the Contractor's compliance with the revised List on contract cost and funding, technical performance, and schedule, and (2) identify any potential inconsistencies between the revised List and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised List. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the List, and so advise the Contractor not later than 30 days prior to the effective date of the revision of the List. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of the List pursuant to the contract clause entitled *Changes--Cost Reimbursement - Alternate II* referenced in Section I.1, *Clauses Incorporated by Reference*.
- c. The Contractor shall be responsible for compliance with the requirements made applicable to this contract, regardless of the performer of the work. Consequently, the Contractor shall be responsible for flowing down the necessary provisions to subcontracts at any tier to which the Contractor determines such requirements apply.
- d. The Contractor shall incorporate the substance of this clause with respect to applicable Orders and Directives, excluding any reference to the contract clause entitled *Changes--Cost Reimbursement Alternate II* referenced in Section I.1, *Clauses Incorporated by Reference*, in applicable subcontracts and as directed by the Contracting Officer.

#### H.6 Systems/Ownership of Records

##### a. Government Records

Except as provided in Paragraph b. of this clause, all records acquired or generated by the Contractor in its performance of this Contract shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the process of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the Contract.

All radiation exposure records generated during the performance of Hanford-related activities will be maintained by Pacific Northwest National Laboratory (PNNL) and are the property of DOE.

##### b. Contractor's Own Records

The following records are considered the property of the Contractor and are not within the scope of Paragraph a. above:

1. employment-related records as follows:
  - a) personnel files maintained on current individual employees;

- b) files maintained on applicants;
  - c) qualifications or suitability for employment;
  - d) allegations, investigations, and resolution of employee misconduct;
  - e) employee discipline;
  - f) records on salary and employee benefits;
  - g) labor negotiations records;
  - h) employee concern program records;
  - i) employee assistance program records;
2. Confidential Contractor financial information and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters).
3. The following categories of records:
- i. executed license agreements (including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans) and all related documents, notes, and correspondence.
  - ii. the Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - iii. patent, copyright, mask work, and trademark application files and related Contractor invention disclosures, documents, and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

In the event of completion or termination of this Contract, copies of any such Contractor-owned records identified above shall be delivered to DOE or its designees. Title to such records shall vest in DOE upon delivery.

c. Inspection, Copying, and Auditing of Records

All records acquired or generated by the Contractor to perform the services under this Contract shall be subject to inspection, copying, and audit by the Government at all reasonable times, and the Contractor shall afford the Government or its designee reasonable facilities for such inspection, copying, and audit. Upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit.

d. Applicability

The provisions of paragraphs b. and c. of this clause apply to all records described therein without regard to the date or origination of any such record.

e. Records Retention Standards

Special records retention standards, as described in the National Archives and Records Administration (NARA) General Records Schedule and the Department of Energy (DOE) Records Schedules (version in effect on effective date of contract), are applicable for the classes of records described therein whether or not the records are owned by the Government or the Contractor.

f. Flowdown

The Contractor shall include the requirements of this clause in all applicable subcontracts.

H.7 Reserved

H.8 Health and Safety

- a. The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and the public.
- b. The Contractor shall comply with Hanford requirements for work performed on the Hanford Site, including requirements for activities conducted in areas that may contain chemical, biological, physical, and/or radiological hazards.
- c. Contractor employees that 1) require access to Hanford Site radiologically controlled areas, 2) require access to the Emergency Decontamination Facility, and/or 3) are located at the First Aid Stations on the Hanford Site may be required to use Hanford Site dosimetry and shall comply with Hanford Site dosimetry requirements. Dosimetry will be provided to these employees at no charge to the Contractor.
- d. The Contractor is responsible for compliance by its employees and subcontractors with the health and safety requirements of this Contract. DOE reserves the right to direct in writing that the Contractor remove any employee and/or subcontractor employee from the Hanford Site who fails to comply with health and safety requirements of this Contract. If the Contractor fails to comply, DOE may cause removal of the employee from the Hanford Site.
- e. Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract may constitute a material breach of contract.

H.9 Security Requirements

a. Citizenship

Each Contractor and subcontractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance DOE authorization.

b. Property Passes

Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. DOE will advise the Contractor of procedures applicable to this Contract.

c. Employee Access

Contractor employees without appropriate levels of security clearance may require security escort when access to Limited and/or Protected Areas of the Hanford Site is required.

d. Picture Security Badges

1. Each Contractor and subcontractor employee must have a picture (photo) security badge for access to any area within the Hanford Site. Picture badges are not required for visitors whose stay is for 30 days or less; in such cases, badges without photos are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.
2. Security badges will be valid only for the duration of the contract or shorter period of time as determined by the Government.
3. A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.
4. The Contractor will ensure that each Contractor and subcontractor employee returns his/her badge to the issuing office whenever any one of the following occurs, but in any event, before final payment:
  - # Contract work is completed.
  - # Badge is no longer needed.
  - # Badge becomes void for any reason.
5. A charge of \$250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.
6. Lost security badges shall be reported to the issuing office as soon after the loss as possible.

e. Safety and Security Orientation

Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge.

f. Prohibited Articles

The following items can only be brought onto the Hanford Site under strict controls: 1) weapons including but not limited to firearms, explosives, or incendiary devices; 2) non-prescription narcotics or dangerous drugs and/or controlled substances; 3) alcoholic beverages; and 4) other items similar in effect or purpose to any of the above.

1. Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when used inside the 100, 200, 300, and 400 Limited Areas.
2. Upon notification that an employee of the Contractor or a subcontractor is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's work site access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.
3. Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.10 Required Insurance

- a. The Contractor shall procure and maintain during the entire period of performance under this Contract, the following minimum insurance coverage:
  1. Comprehensive General Liability: \$500,000 per occurrence;
  2. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage;
  3. Employer's liability coverage: \$100,000 except in states where workers' compensation may not be written by private carriers;
  4. Medical Malpractice: as required to maintain hospital privileges for provision of Emergency Preparedness Support; and
  5. other as required by State Law.
- b. Before commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than 30 days after written notice to the Contracting Officer.
- c. The Contractor shall include the requirements of this clause in all contracts with subcontractors.
- d. Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property in amounts that are at or below the minimum insurance coverage required by this clause.

**H.11 Responsibility for Loss or Damage to Contractor Property**

The Government shall be responsible for loss or damage to the property of the Contractor only to the extent that a claim for such loss is authorized by the Federal Tort Claims Act.

**H.12 Implementation of Section 3161 Policy on Workforce Restructuring**

- a. Pursuant to the requirements of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Public Law 102-484), hiring preference is to be provided to displace contractor employees including lower-tier subcontractor employees whose eligibility is defined in the DOE guidelines on workforce restructuring or the site workforce restructuring plan, for work at the Hanford Site in accordance with the following, unless modified by the final section 3161 guidance issued by DOE. The Contractor shall:
  1. require subcontractors and sub-tier contractors offering or bidding to perform a work activity to provide hiring preferences, to the extent practicable, in filling vacancies. Such hiring preferences shall be extended to displaced employees who meet the eligibility criteria contained in DOE's Workforce Restructuring Guidelines and as consistent with DEAR 952.226-74, and who are qualified for the prospective work or, through further retraining, can become qualified within the time frames and dollar amounts provided for in the guidelines (displaced workers with the hiring preference may choose to be listed on DOE's Job Opportunity Bulletin Board system [JOBBS] along with their qualifications), consistent with applicable law or employment seniority plans or practices of DOE, and with the terms of any legally enforceable affirmative action plan; and
  2. provide, either directly or through its subcontractors, the training contemplated by Paragraph a.1. above.
- b. The Contractor and any subcontractor shall comply with the DOE approved Hanford Site Workforce Restructuring Plan, as amended.
- c. Nothing in this clause shall be construed to excuse the Contractor or any subcontractor from compliance with the requirements of any applicable law.
- d. Nothing in this clause is intended to create rights in third parties or persons.

**H.13 First Right of Employment for the Workforce of the Incumbent**

- a. In filling employment positions deemed necessary by the Contractor for work under the Contract other than for management positions, the Contractor agrees to hire qualified employees (those who are or can, in the judgment of the Contractor, become qualified by the time the work commences) from the workforce of the incumbent contractor. The number and type of positions to be established, the salary/pay rate ranges for all positions, and the terms and conditions of such employment, except as noted below, are at the sole discretion of the Contractor. For purposes of this Contract, management positions are defined as those above the first-line managerial/supervisory level and as those typically responsible for subordinate staff, budget oversight, and/or policy-making decisions.
- b. Employees currently employed by the incumbent contractor, other than management positions, who are offered and accept employment with the Contractor, will be paid base salary/pay rates equivalent to the base salary/pay rates that are then being paid at the time of the offer, if the positions for which they are being hired entail duties and responsibilities substantially equivalent to the positions last held with the incumbent contractor.
- c. The Contractor shall credit the length of service of employees currently employed by the incumbent contractor who are hired for work under the Contract toward the service period

required for benefits of this Contract relating to vacations, sick leave, health insurance, layoff, recall, or other benefits. This includes accepting severance pay credits earned by the employees of the incumbent contractor to the extent that the employees have not exercised any severance pay rights with the incumbent contractor.

- d. After operations begin, subsequent vacant positions, other than those covered under paragraph a. above, shall be filled in accordance with the Contractor's normal business practices, subject to any other applicable requirements of this Contract, including Section 3161 of the National Defense Authorization Act for Fiscal Year 1993.

#### **H.14 Labor Relations**

- a. The Contractor will respect the rights of employees to 1) 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; or 2) refrain from such 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 and, upon proper request, bargain in good faith, 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 at the prime or subcontract level 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 that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.

#### **H.15 Continuity of Insurance Coverage**

The Contractor shall provide for continuity of insurance coverage of employees of the incumbent contractors and their predecessors who are absent and receiving payments under the following programs: Long Term Disability, Short Term Disability, and Workers' Compensation, and including any then current COBRA (Consolidated Omnibus Budget Reconciliation Act) participation in a health benefits insurance program. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions, where applicable.

The Contractor shall provide for continuity of insurance coverages (health, life, other, as applicable) of employees who have retired from the incumbent contractors or their predecessors to the extent currently provided by the incumbents. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions where applicable.

**H.16 Assignment of This Contract**

DOE reserves the right to assign this Contract to any Federal agency or onsite contractor for Contract administration. The rights and obligations of the Contractor shall not be adversely affected in any material respect as a result of such assignment. Written notice will be provided to the Contractor if an assignment is made. No claim for additional costs will be considered by reason of any assignment under this provision.

**H. 17 Audit**

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

**H. 18 Financial Management**

- a. The contractor shall maintain and administer a financial management system that meets DOE needs. The system should: 1) operate a DOE approved billing process that charges costs to the onsite users for the various medical services; 2) provide proper accounting in accordance with Generally Accepted Accounting Principles, and Cost Accounting Standards, except as modified by DOE requirements; 3) provide accurate and reliable financial and statistical data on a timely basis; 4) ensure accountability for all assets; 5) support financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Numbers (B&R), activity data sheet numbers (ADS), and local projects/tasks; and 6) maintain cost control within authorized funding. The Contractor will be requested, periodically, to provide certain functional cost information not normally provided to DOE on a routine basis, but should be otherwise available through query of the Contractor's accounting system.
- b. The Contractor shall submit a plan for DOE approval of any substantive change to the financial management system at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the new systems(s) to the existing system(s).

**H. 19 Reserved**

**H. 20 Base Fee and Performance Fee**

It is herewith agreed that a base fee and a performance fee, to be determined in accordance with the provisions of this clause, are available for payment.

- a. Determination of Performance Fee Earned
  1. The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance for a determination of performance fee earned.
  2. For this contract, the Government Fee Determination Official (FDO) will be the Manager of the RL Office of Environment, Safety and Health. The Contractor agrees that the determination as to the amount of performance fee earned will be made solely by the Government FDO and such determination is binding on both parties and shall not be subject to appeal under the contract clause entitled *Disputes-Alternate 1*, referenced in Section I.1 *Clause Incorporated by Reference*, or otherwise subject to litigation under the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), or any other appeal clause.

3. The evaluation of Contractor performance shall be in accordance with the Performance Evaluation Plan described in Subparagraph b. below. The Contractor shall be promptly advised in writing of the determination and the reasons why the performance fee 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 (PEP), the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract requirements, regardless of whether or not those requirements are specifically identified in the PEP. To the extent the Contractor does not perform those requirements, FDO may reduce the fee determination. In the event that the Contractor's performance is considered unacceptable in any area of contract performance which is specified in the Performance Evaluation Plan, even if no weight or fee is specifically assigned to the particular performance area, the FDO may at his/her sole discretion determine the Contractor's overall performance to be unacceptable, and accordingly may withhold the entire performance fee for the evaluation period.
4. If, in the performance of this contract, there is a catastrophic event (such as a fatality, or a serious workplace related injury or illness to one or more employees, loss of control over classified or special nuclear material, or significant damage to the environment), the FDO or his/her designee, may reduce any otherwise earned fee for the evaluated period by an amount up to the fees earned. In determining any diminution of fee resulting from a catastrophic event, the FDO or his/her designee will consider whether willful misconduct and/or negligence contributed to the occurrence and will take into consideration any mitigating circumstance presented by the contractor or other sources. This clause is in addition to any other remedies available to the Government that may be contained in this contract.

b. Performance Evaluation Plan

1. The Government shall establish unilaterally a Performance Evaluation Plan upon which the determination of performance fee shall be based. Such Plan shall include the performance measures set forth in Section C and any additional objectives and measures deemed appropriate. A copy of the Plan shall be provided to the Contractor 30 calendar days prior to the start of an evaluation period.
2. The Performance Evaluation Plan will set forth the criteria upon which the Contractor will be evaluated for performance relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria may be objective or subjective. The Plan shall also set forth a performance grading and fee conversion table establishing performance points and the percentage of available performance fee earned for each performance point for outstanding, good, satisfactory, marginal, and unsatisfactory performance levels.
3. The Performance Evaluation Plan may, consistent with the contract statement of work, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor at least 90 calendar days prior to the end of the evaluation period in which the change will apply and at least 30 calendar days prior to the change becoming effective.

c. Contractor Self-Assessment

Following each evaluation period, the Contractor shall submit a self-assessment within 7 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The FDO will review the Contractor's self-assessment is

submitted, as part of their evaluation of the Contractor's self-assessment, if submitted, as part of their evaluation of the Contractor's management during the period. An unrealistic self-assessment will result in lower performance fee determinations. The Contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the performance fee determination.

d. Schedule for Performance Determinations

The FDO shall issue the final performance fee determination in accordance with the schedule set forth in the Performance Evaluation Plan.

**H. 21 Additional Government Furnished Property and Services**

In addition to the Government equipment listed in Attachment J-2 in Section J, the Government will also provide to the Contractor all of the Government owned property in the possession of the incumbent medical services contractor on the last day of the transition period. This additional property includes motor vehicles, office furniture, office supplies, telecommunications equipment (includes desk telephones), computer software, medical supplies, pharmaceuticals, and other property incidental to the performance of the required services.

The Contractor may utilize the Federal Telecommunications System (FTS), the Hanford Site local area computer network and associated computer network support, and other similar services for the sole purpose of contract performance.

**H.22 Payment of Fee**

The Contractor may list an amount equal to one twelfth of the annual base fee on each monthly voucher. The Contractor may list the total amount of the unpaid annual performance fee earned on the first monthly voucher after the Government has formally notified the Contractor of the amount earned in accordance with the Performance Evaluation Plan.

Monthly vouchers may also include an amount based on the portion of the annual performance fee that is anticipated to be earned during the current performance year. The maximum amount to be listed shall be established in writing by the Contracting Officer. The Government may revise or withdraw the authorization for payment of anticipated performance fee at any time at the sole discretion of the Contracting Officer.

In the event the performance fee evaluation results in an amount of performance fee earned that is less than the sum of the payments of anticipated performance fee, the Contractor will promptly repay the difference to the Government. Repayment shall be made either by check or by offset against payments of fee or cost otherwise due the Contractor.

**H.23 Workers' Compensation**

Pursuant to the Revised Code of Washington (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this contract, including work of pre-selected subcontractors, be subject to the following:

- A. The terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I) by which, DOE has agreed to perform all functions required of self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers' compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.

- B. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer for transmittal to the L & I), such payroll records required by the workers' compensation laws of the State of Washington.
- C. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer), for transmittal to the Washington Department of Labor and Industries, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or the L&I pursuant to the workers' compensation laws of the State of Washington.
- D. The Contractor shall take such action, and only such action, as DOE (or other party as designated by the Contracting Officer) requests in connection with any accident reports, including assistance in the investigation and disposition of any claim there under and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- E. The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.

H-22 Payment of Fee

The Contractor may list an amount equal to one twelfth of the annual base fee on each monthly voucher. The Contractor may list the total amount of the unpaid annual performance fee earned on the first monthly voucher after the Government has formally notified the Contractor of the amount earned in accordance with the Performance Evaluation Plan.

Monthly vouchers may also include an amount based on the portion of the annual performance fee that is anticipated to be earned during the current performance year. The maximum amount to be listed shall be established in writing by the Contracting Officer. The Government may revise or withdraw the authorization for payment of anticipated performance fee at any time at the sole discretion of the Contracting Officer.

In the event the performance fee evaluation results in an amount of performance fee earned that is less than the sum of the payments of anticipated performance fee, the Contractor will promptly repay the difference to the Government. Repayment shall be made either by check or by offset against payments of fee or cost otherwise due to the Contractor.

## PART II - CONTRACT CLAUSES

### Section I

### Contract Clauses

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1.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

a. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>Number</u>	<u>Date</u>	<u>Title</u>
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Jul 1996	Restrictions on Subcontractor Sales to the Government
52.203-7	Jul 1985	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan 1996	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Jun 1996	Printing/Copying Double-Sided on Recycled Paper
52.207-5	Feb 1995	Option to Purchase Equipment
52.209-6	Jul 1995	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Aug 1996	Audit and Records--Negotiation
52.215-8	Oct 1997	Order of Precedence--Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-11	Oct 1997	Price Reduction for Defective Cost or Pricing Data-- Modifications
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data
52.215-13	Oct 1997	Subcontractor Cost or Pricing Data--Modifications
52.215-15	Oct 1997	Termination of Defined Benefit Pension Plans
52.215-16	Oct 1997	Facilities Capital Cost of Money
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.219-8	Jun 1997	Utilization of Small, Small Disadvantaged and Women- Owned Small Business Concerns
52.219-9	Aug 1996	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan Alternate II (Mar 1996)
52.219-16	Oct 1995	Liquidated Damages--Subcontracting Plan
52.222-1	Feb 1997	Notice to the Government of Labor Disputes
52.222-2	Jul 1990	Payment for Overtime Premiums
52.222-3	Aug 1996	Convict Labor
52.222-4	Jul 1995	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-26	Apr 1984	Equal Opportunity

52.222-28	Apr 1984	Equal Opportunity Preaward Clearance of Subcontracts
52.222-35	Apr 1998	Affirmative Action for Special Disabled and Vietnam Era Veterans
52.222-36	Apr 1984	Affirmative Action for Handicapped Workers
52.222-37	Apr 1998	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era
52.222-41	May 1989	Service Contract Act of 1965, as Amended
52.223-2	Apr 1984	Clean Air and Water
52.223-3	Jan 1997	Hazardous Material Identification and Material Safety Data Alternate I (Jul 1995)
52.223-5	Mar 1997	Pollution Prevention and Right-to-Know Information
52.223-6	Jan 1997	Drug-free Workplace
52.223-10	Oct 1997	Waste Reduction Program
52.223-12	May 1995	Refrigeration Equipment and Air Conditioners
52.223-14	Oct 1996	Toxic Chemical Release Reporting
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.225-3	Jan 1994	Buy American Act - Supplies
52.225-9	Jan 1996	Buy American Act--Trade Agreements--Balance of Payments Program
52.225-11	Oct 1996	Restrictions on Certain Foreign Purchases
52.225-19	Jan 1996	European Union Sanction for Services
52.225-21	Jan 1997	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program
52.227-1	Jul 1995	Authorization and Consent
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Apr 1984	Patent Indemnity
52.227-11	Jun 1997	Patent Rights--Retention by the Contractor (Short Form) [NOTE: <i>Applicable if the Contractor is a small business or a non-profit entity</i> ]
52.227-13	Jan 1997	Patent Rights--Acquisition by the Government [NOTE: <i>Applicable if the Contractor is not a small business or non-profit entity</i> ]
52.227-14	Jun 1987	Rights in Data - General
52.227-16	Jun 1987	Additional Data Requirements
52.228-7	Apr 1984	Insurance - Liability to Third Persons
52.230-2	Apr 1998	Cost Accounting Standards [NOTE: <i>Applicable if full CAS coverage is required</i> ]
52.230-3	Apr 1998	Disclosure and Consistency of Cost Accounting Practices [NOTE: <i>Applicable if modified CAS coverage is approved</i> ]
52.230-6	Apr 1996	Administration of Cost Accounting Standards
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Jun 1996	Interest
52.232-20	Apr 1984	Limitation of Cost
52.232-22	Apr 1984	Limitation of Funds
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Jun 1997	Prompt Payment

52.232-33	Aug 1996	Mandatory Information for Electronic Funds Transfer Payment
52.233-1	Oct 1995	Disputes Alternate I (Dec 1991)
52.233-3	Aug 1996	Protest after Award Alternate I (Jun 1985)
52.237-2	Apr 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Jan 1991	Continuity of Services
52.239-1	Aug 1996	Privacy or Security Safeguards
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	Oct 1995	Penalties for Unallowable Costs
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-10	Apr 1984	F.O.B. Origin - Government Bills of Lading or Prepaid Postage
52.242-13	Jul 1995	Bankruptcy
52.242-15	Aug 1989	Stop-Work-Order Alternate I (Apr 1984)
52.243-2	Aug 1987	Changes - Cost-reimbursement Alternate II (Apr 1984)
52.244-2	Aug 1998	Subcontracts Alternate II (Aug 1998)
52.244-5	Dec 1996	Competition in Subcontracting
52.245-1	Apr 1984	Property Records
52.245-5	Jan 1986	Government Property (Cost-reimbursement, Time-and-Material, or Labor-Hour Contracts)
52.245-19	Apr 1984	Government Property Furnished "As Is"
52.246-25	Feb 1997	Limitation of Liability - Services
52.247-1	Apr 1984	Commercial Bill of Lading Notations
52.247-63	Jan 1997	Preference for U.S.-Flag Air Carriers
52.248-1	Mar 1989	Value Engineering
52.249-6	Sep 1996	Termination (Cost-reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.251-1	Apr 1984	Government Supply Sources
52.251-2	Jan 1991	Interagency Fleet Management System (IFMS) Vehicles and Related Services
52.253-1	Jan 1991	Computer Generated Forms

b. Department of Energy Acquisition Regulation (48 CFR Chapter 9) Clauses

<u>Number</u>	<u>Date</u>	<u>Title</u>
952.204-2	Sep 1997	Security Requirements
952.204-70	Apr 1984	Classification
952.204-71	Apr 1994	Sensitive Foreign Nations Controls
952.204-74	Apr 1984	Foreign Ownership, Control, or Influence over Contractor
952.208-70	Apr 1984	Printing
952.217-70	Apr 1984	Acquisition of Real Property
952.223-72	Apr 1984	Radiation Protection and Nuclear Criticality
952.223-75	Apr 1984	Preservation of Individual Occupational Radiation Exposure Records
952.224-70	Apr 1994	Paperwork Reduction Act
952.226-71	Jun 1996	Utilization of Energy Policy Act Target Entities
952.226-72	Jun 1996	Energy Policy Act Subcontracting Goals and Reporting Requirements
952.226-74	Jun 1997	Displaced Employee Hiring Preference

952.247-70	Feb 1997	Foreign Travel
952.251-70	Jun 1995	Contractor Employee Travel Discounts
970.5204-58	Aug 1992	Workplace Substance Abuse Programs at DOE Sites

I.2 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)

(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, that 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 that meet the applicability requirement of FAR 15.408(k).

I.3 FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data--Modifications (Oct 1997)

(a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
  - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions

of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (ii) Information on modifications of contracts or subcontracts for commercial items.
  - (A) If--
    - (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
    - (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
  - (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--
    - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
    - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
    - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
  - (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
  - (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.4 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 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.5 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
Nurse GS (\$31,897)	\$15.34	\$3.31
Records Clerk GS (21,051)	\$10.12	\$2.19
Laboratory Technician GS (26,075)	\$12.53	\$2.70

All grades are step 1 The fringes are 21.59%

I.6 FAR 52.223-7 Notice of Radioactive Materials (Jan 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 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).
- (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) State 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.

I.7 FAR 52.223-9 Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items (Oct 1997)

- (a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the Contractor shall execute the following certification:

Certification I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

\_\_\_\_\_  
[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

\_\_\_\_\_  
 [Title]

\_\_\_\_\_  
 [Name of Company, Firm, or Organization]

\_\_\_\_\_  
 [Date]

- (b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

ESTIMATE

EPA Designated Item	Total dollar value of EPA designated item	Percentage of recovered material content*

\*Where applicable, also include the percentage of postconsumer material content.

- (c) The Contractor shall submit this certification and estimate upon completion of the contract to the Contracting Officer.

I.8 FAR 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

- (a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: See Section H.10, *Required Insurance*.
- (b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

- (c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.
- (d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.
- (e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

I.9 FAR 52.243-7 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 ten 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 (b) above, 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 (b) above, 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 30 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 (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
  - (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
    - (i) In the contract price or delivery schedule or both; and
    - (ii) In such other provisions of the contract as may be affected.
  - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

I.10 FAR 52.244-6 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.

I.11 FAR 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)

- (a)
  - (1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
  - (2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.
- (c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.
- (d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show-

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.12 DEAR 952.202-1 Definitions (Oct 1995)

- (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) "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 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 subparagraph (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 contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

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

I.13 DEAR 952.216-7 Allowable Cost and Payment (Feb 1998) Alternate I

[NOTE: *This clause is applicable if the contractor is a non-profit organization other than an educational institution; or a State or local government*]

- (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 31.7 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 contribution), the term "costs" includes only--
    - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
    - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
      - (A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
      - (B) Direct labor;
      - (C) Direct travel;
      - (D) Other direct in-house costs; and
      - (E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
    - (iii) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

- (2) Contractor contributions to any pension, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.
  - (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.
  - (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.
- (d) Final indirect cost rates
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
  - (2) The Contractor shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by the Contracting Officer, submit to the cognizant Contracting Officer responsible for negotiating its final indirect cost rates and, if required by agency procedures, to the cognizant audit activity proposed final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
  - (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the 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.

I.14 DEAR 952.216-7 Allowable Cost and Payment Alternate II (Feb 1998)

[NOTE: *This clause is applicable if the Contractor is a commercial organization*]

- (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) as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (b) Reimbursing costs.
  - (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--
    - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
    - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
      - (A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
      - (B) Direct labor;
      - (C) Direct travel;
      - (D) Other direct in-house costs; and

- (E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
  - (iii) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.
- (2) Contractor contributions to any pension or other postretirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or other 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 under 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.

I.15 DEAR 952.227-82 Rights to Proposal Data (Apr 1994)

Except for technical data contained on page (see page 7 of 16, *G. Listing of Proprietary Data*, of Volume I) of the contractor's proposal dated May 27, 1998 which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

I.16 DEAR 952.245-5 Government Property Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts (Jan 1986)

- (a) Government-furnished property.
  - (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--
    - (i) All or substantially all of the Contractor's business;
    - (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
    - (iii) A separate and complete major industrial operation connected with performing this contract.
  - (2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the

Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

- (3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times states in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
  - (4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
  - (5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (b) Changes in Government-furnished property.
- (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.
  - (2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--
    - (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
    - (ii) Withdrawal of authority to use property, if provided under any other contract or lease.
- (c) Title.
- (1) The Government shall retain title to all Government-furnished property.
  - (2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

- (3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--
  - (i) Issuance of the property for use in contract performance;
  - (ii) Commencement of processing of the property or use in contract performance; or
  - (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.
- (4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property.

The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

- (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5 as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer shall make 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. 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 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, when the equitable adjustment made 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.

I.17 DEAR 970.5204-59 Whistleblower Protection for Contractor Employees (Jan 1993)

- (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 at 10 CFR 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 at 10 CFR 708.

I.18 DOE AL-04R Lobbying Restrictions (Energy & Water Development Appropriations Act, 1999)

The contractor or awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than that communicated to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

I.19 DOE AL-04R Lobbying Restriction (Department of Interior & Related Agencies Appropriations Act, 1999)

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

I.20 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor not later than 30 days prior to the end of the Contract performance period.

**PART III – LIST OF OTHER DOCUMENTS,  
EXHIBITS, AND OTHER ATTACHMENTS**

**Section J**

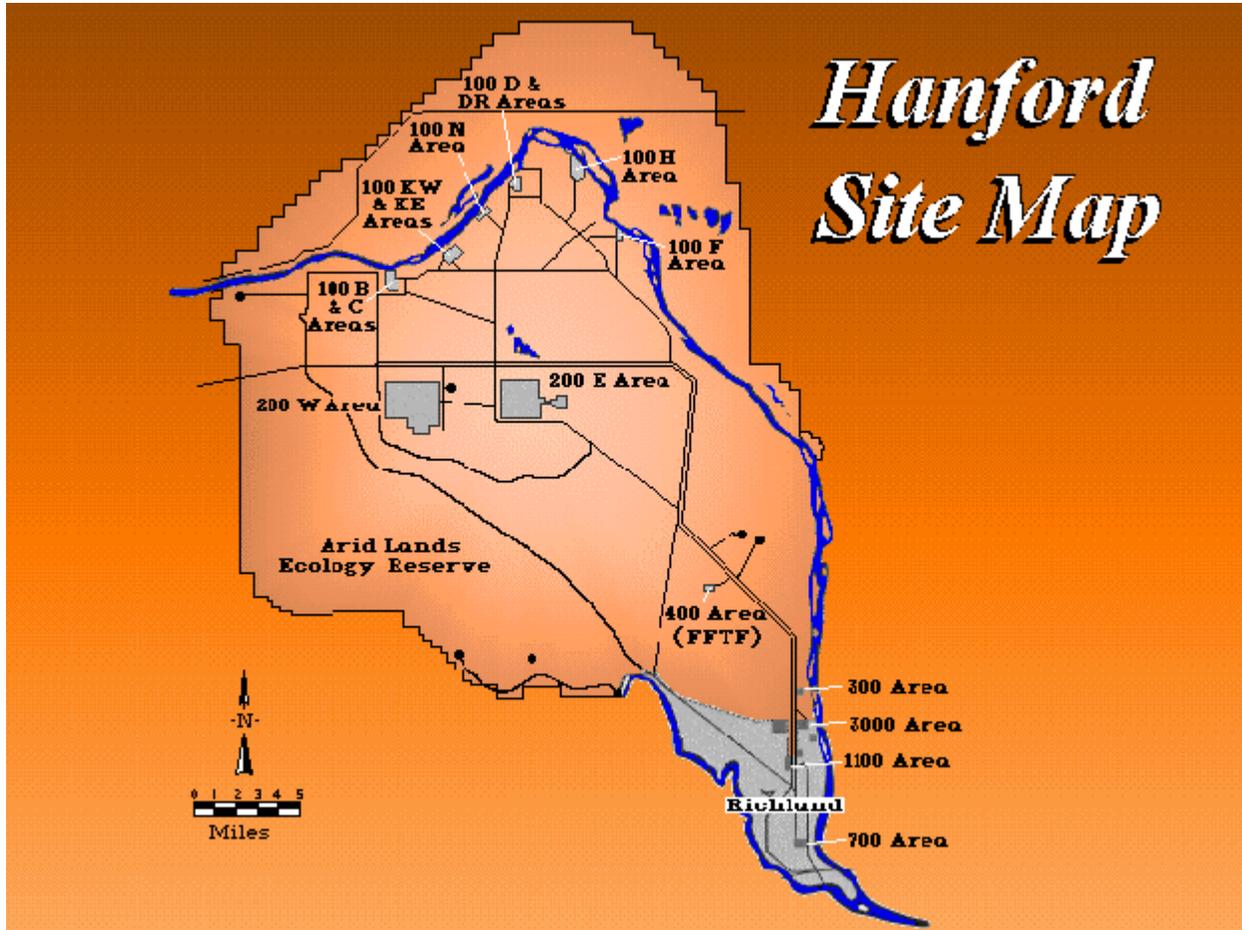
**List of Attachments**

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J.1 Hanford Site Map

The Hanford Site is located in southeastern Washington and covers 540 square miles of land north of Richland, Washington. The site is bounded on the north and east by the Columbia River. Within the Hanford Site are several areas where former defense production facilities are located. The facilities operated by the occupational medical contractor are shown on the Hanford Site Map. The Hanford Square I and IV facilities (located respectively at 3080 and 3090 George Washington Way, Richland) are the main clinic and office facilities of the incumbent contractor, and may or may not be used by the Offeror.



J.2 Government-Furnished Property

Government-furnished property associated with this contract may change during contract performance. The Government-furnished equipment as of December 31, 1997 is as follows:

**Occupational Medical Contractor  
 Property Management Inventory**

NAME	MFGNAME	MFGMODEL	PROPERTY			
			NUMBER	AREA	BLDG	ROOM
ANALYSIS SYSTEM	SENSORMEDICS	2900	WC40218	RCHN	3080GWW	84
ANALYZER	COULTER	MD16	WC53384	RCHN	3090GWW	426
ANALYZER	DOHRMANN	832280	WB92975	RCHN	WSUTC	WAREHOUS
ANALYZER	FOXBORO	MIRAN IBX	WC53184	RCHN	3090GWW	469
ANALYZER	GRASEBY ANDERSON	S401	WC56195	RCHN	3080GWW	70
ANALYZER	REFLECTRON PLUS	747461	WC43779	RCHN	3090GWW	426
ANALYZER	SPIROTECH	S400	WC38027	RCHN	3080GWW	79
ANALYZER	SPIROTECH	S400	WC38028	RCHN	3080GWW	79
ANALYZER	SPIROTECH	S400	WC38998	RCHN	3080GWW	72
ANALYZER	SPIROTECH	S401	WC45039	RCHN	3080GWW	83
ANALYZER	SPIROTECH	S401	WC45040	RCHN	3080GWW	75
AUDIOMETER	PROTEK	RA500	WC35287	RCHN	3080GWW	73
AUDIOMETER	PROTEK	RA500	WC35288	RCHN	3080GWW	73
AUDIOMETER	PROTEK	RA500	WC35289	RCHN	3080GWW	73
AUDIOMETER	PROTEK	RA500	WC35290	RCHN	3080GWW	73
BOOTH	INDUSTRIAL ACOUST		WC45089	RCHN	3080GWW	73
CAMERA	SONY	DXC1640	WB50592	RCHN	3090GWW	454B
CAMERA	SONY	DXC182H	WA84512	700	748	SURGERY
CAMERA	SONY	DXC182H	WA84513	700	748	SURGERY
CARDIOGRAPH	HEWLETT PACKARD	M1700A	WC45002	RCHN	3080GWW	79
CARDIOGRAPH	HEWLETT PACKARD	M1700A	WC45006	RCHN	3080GWW	81
CARDIOGRAPH	HEWLETT PACKARD	M1700A	WC51723	RCHN	3080GWW	74
CARDIOGRAPH	HEWLETT PACKARD	M1700A	WC56196	RCHN	3080GWW	83
CHROMATOGRAPH	HEWLETT PACKARD	5880A	WB50500	OS	OFFSITE	OFFSITE
CHROMATOGRAPH	HEWLETT PACKARD	5880A	WB50501	OS	OFFSITE	OFFSITE
CHROMATOGRAPH	HEWLETT PACKARD	5880A	WC55142	OS	OFFSITE	OFFSITE
COMPUTER	ACER	915	WC38958	OS	OFFSITE	OFFSITE
COMPUTER	APPLE	M1288LLA	WC45487	RCHN	3090GWW	431
COMPUTER	APPLE	M5780	WC17481	RCHN	3090GWW	431
COMPUTER	AST RESEARCH	PS5100	WC58616	RCHN	3070GWW	231
COMPUTER	AST RESEARCH	486DX266	WC51140	700	FED	360
COMPUTER	AST RESEARCH	48633	WC36575	RCHN	3070GWW	218
COMPUTER	AST RESEARCH	48633E	WC51203	RCHN	3070GWW	226
COMPUTER	AST RESEARCH	48633E	WC51207	OS	OFFSITE	
COMPUTER	AST RESEARCH	48633E	WC51210	RCHN	3070GWW	218
COMPUTER	AST RESEARCH	48666E	WC47672	RCHN	3070GWW	224B
COMPUTER	AST RESEARCH	48666E	WC47673	RCHN	3070GWW	226
COMPUTER	AST RESEARCH	48666E	WC47701	RCHN	3070GWW	226
COMPUTER	AST RESEARCH	48666E	WC51690	RCHN	3090GWW	402
COMPUTER	AST RESEARCH	48666E	WC51691	RCHN	3090GWW	402
COMPUTER	AST RESEARCH	48666E	WC51692	700	FED	357
COMPUTER	AST RESEARCH	48666E	WC51693	RCHN	3090GWW	402
COMPUTER	AST RESEARCH	48666E	WC51694	RCHN	3090GWW	402
COMPUTER	AST RESEARCH	48666E	WC51702	RCHN	3070GWW	205
COMPUTER	AST RESEARCH	500763007	WC22375	RCHN	3070GWW	226
COMPUTER	AST RESEARCH	501503221	WC56190	RCHN	3070GWW	226
COMPUTER	AST RESEARCH	501503221	WC56191	RCHN	3070GWW	
COMPUTER	COMPAQ	LTE386S20	WC55167	RCHN	3070GWW	233
COMPUTER	COMPAQ	SLT386	WC18364	RCHN	3070GWW	233
COMPUTER	COMPAQ	SLT386S120	WC17467	RCHN	3070GWW	233
COMPUTER	COMPAQ	SLT386S120	WC17468	RCHN	3070GWW	250
COMPUTER	COMPAQ	SLT386S120	WC17472	RCHN	3070GWW	233
COMPUTER	COMPAQ	SLT386S120	WC17473	RCHN	3080GWW	84
COMPUTER	DELL COMPUTER	GL5100	WC56334	RCHN	3080GWW	31
COMPUTER	DELL COMPUTER	GM5133	WC56335	RCHN	3070GWW	226
COMPUTER	DELL COMPUTER	GM5133	WC56336	RCHN	3070GWW	233
COMPUTER	DELL COMPUTER	H266	WC58751	RCHN	3090GWW	

COMPUTER	DELL COMPUTER	H266	WC58754	RCHN	3090GWW	OFFSITE
COMPUTER	DELL COMPUTER	H266	WC58755	RCHN	3090GWW	
COMPUTER	DELL COMPUTER	H266	WC58756	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	H266	WC58757	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	H266	WC58758	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	LMP100	WC58629	RCHN	3070GWW	231
COMPUTER	DELL COMPUTER	OPTIPLEX GL51	WC56194	RCHN	3090GWW	485
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58759	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58760	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58761	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58762	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58763	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58764	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58765	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58766	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58767	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58768	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58769	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58770	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXI	WC58771	RCHN	3090GWW	402
COMPUTER	DELL COMPUTER	OPTIPLEX GXL5	WC58636	700	748	NURSE
COMPUTER	DELL COMPUTER	OPTIPLEX GXL5	WC56197	RCHN	3090GWW	422
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56188	200W	2719WB	HCC
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56189	RCHN	3080GWW	30
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56198	RCHN	3090GWW	403
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56200	RCHN	3070GWW	LOBBY
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56201	RCHN	3080GWW	30
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56202	RCHN	3080GWW	53
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56206	RCHN	3080GWW	45
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56210	RCHN	3080GWW	35
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56211	RCHN	3080GWW	30
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56212	RCHN	3090GWW	431
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56213	RCHN	3080GWW	30
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56214	RCHN	3070GWW	254
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56217	RCHN	3080GWW	87
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56218	RCHN	3080GWW	30
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56219	RCHN	3080GWW	95
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56220	RCHN	3080GWW	21
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56221	RCHN	3080GWW	30
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COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56223	RCHN	3080GWW	24
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56224	RCHN	3080GWW	30
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56225	RCHN	3080GWW	71
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56226	RCHN	3080GWW	97
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56227	RCHN	3080GWW	76
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56228	RCHN	3080GWW	76
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56231	RCHN	3070GWW	214
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COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56237	RCHN	3080GWW	30
COMPUTER	DELL COMPUTER	OPTIPLEX XL57	WC56238	RCHN	3080GWW	76
COMPUTER	DELL COMPUTER	OPTIPLEX XL59	WC53337	RCHN	3070GWW	232
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COMPUTER	DELL COMPUTER	OPTIPLEX XL59	WC56204	RCHN	3070GWW	254
COMPUTER	DELL COMPUTER	OPTIPLEX XL59	WC56207	RCHN	3070GWW	257
COMPUTER	DELL COMPUTER	OPTIPLEX XL59	WC56208	RCHN	3090GWW	455
COMPUTER	DELL COMPUTER	OPTIPLEX XL59	WC56209	RCHN	3070GWW	259
COMPUTER	DELL COMPUTER	OPTIPLEX XL59	WC56229	RCHN	3070GWW	229
COMPUTER	DELL COMPUTER	OPTIPLEX XL59	WC56230	RCHN	3070GWW	221
COMPUTER	DELL COMPUTER	OPTIPLEX XL59	WC56236	RCHN	3070GWW	237
COMPUTER	DELL COMPUTER	OP075	WC56330	RCHN	3070GWW	BAY254
COMPUTER	DELL COMPUTER	PB220BA	WC56193	RCHN	3070GWW	226
COMPUTER	DELL COMPUTER	PPS	WC56346	RCHN	3070GWW	246
COMPUTER	DELL COMPUTER	PPS	WC56347	RCHN	3070GWW	232
COMPUTER	DELL COMPUTER	TS30G	WC62551	RCHN	3090GWW	402A
COMPUTER	DELL COMPUTER	XL590	WC56205	RCHN	3090GWW	447
COMPUTER	DELL COMPUTER	XL590	WC56216	RCHN	3070GWW	254
COMPUTER	DELL COMPUTER	4100/200	WC58752	RCHN	3090GWW	428B
COMPUTER	DELL COMPUTER	4100/200	WC58753	RCHN	3090GWW	428B
COMPUTER	DELL COMPUTER	5100GXM	WC56352	RCHN	3070GWW	217

COMPUTER	DELL COMPUTER	5100GXM	WC56353	RCHN	3090GWW	445
COMPUTER	DELL COMPUTER	5100GXM	WC56354	RCHN	3070GWW	208
COMPUTER	DELL COMPUTER	5100GXM	WC56355	RCHN	3070GWW	216
COMPUTER	DELL COMPUTER	5100GXM	WC56356	RCHN	3070GWW	208
COMPUTER	DELL COMPUTER	5100GXM	WC56368	RCHN	3070GWW	208
COMPUTER	DELL COMPUTER	5100GXM	WC56369	RCHN	3070GWW	236
COMPUTER	DELL COMPUTER	5100GXM	WC56370	RCHN	3070GWW	208
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COMPUTER	DELL COMPUTER	5100GXM	WC58517	RCHN	3070GWW	248
COMPUTER	DELL COMPUTER	5100GXM	WC58518	RCHN	3070GWW	211
COMPUTER	DELL COMPUTER	5100GXM	WC58519	RCHN	3070GWW	250
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COMPUTER	DELL COMPUTER	5100GXM	WC58521	RCHN	3070GWW	221
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COMPUTER	DELL COMPUTER	5100GXM	WC58527	RCHN	3070GWW	209
COMPUTER	DELL COMPUTER	5100GXM	WC58528	RCHN	3090GWW	425
COMPUTER	DELL COMPUTER	5100GXM	WC58529	RCHN	3070GWW	226
COMPUTER	DELL COMPUTER	5100GXM	WC58530	RCHN	3070GWW	226
COMPUTER	DIGITAL EQUIPMENT	PB224BD	WC53492	RCHN	3070GWW	225
COMPUTER	DIGITAL EQUIPMENT	VAX4000700A	WC45090	RCHN	3070GWW	226
COMPUTER	HEWLETT PACKARD	300	WB56832	OS	OFFSITE	OFFSITE
COMPUTER	IBM		WB72084	RCHN	3070GWW	208
COMPUTER	IBM	70386	WC12204	RCHN	3070GWW	226
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COMPUTER	IBM	720C	WC45183	RCHN	3070GWW	233
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COMPUTER	IBM	755C	WC53061	RCHN	3070GWW	229
COMPUTER	IBM	77	WC49377	RCHN	3070GWW	250
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COMPUTER	IBM	8570081	WC29805	RCHN	3090GWW	437

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COMPUTER	IBM	9577	WC42655	RCHN	3090GWW	402
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COMPUTER	IBM	9577	WC42657	RCHN	3080GWW	99
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COMPUTER	IBM	9577	WC42661	RCHN	3090GWW	402
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COMPUTER	IBM	9577	WC42669	RCHN	3080GWW	49
COMPUTER	IBM	9577	WC42670	300	3719A	TREAT
COMPUTER	IBM	9577	WC42673	RCHN	3080GWW	85
COMPUTER	IBM	9577	WC42674	RCHN	3080GWW	59
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COMPUTER	IBM	9577	WC42679	RCHN	3070GWW	225
COMPUTER	IBM	9577	WC42680	RCHN	3080GWW	47
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COMPUTER	IBM	9577	WC42685	RCHN	3080GWW	89
COMPUTER	IBM	9577	WC42687	RCHN	3070GWW	236
COMPUTER	IBM	9577	WC42688	RCHN	3090GWW	405
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COMPUTER	IBM	9577	WC42691	200E	2719EA	HCC
COMPUTER	IBM	9577	WC42692	RCHN	3090GWW	431
COMPUTER	IBM	9577	WC42693	RCHN	3070GWW	244
COMPUTER	IBM	9577	WC42694	RCHN	3070GWW	244
COMPUTER	IBM	9577	WC42695	RCHN	3080GWW	55
COMPUTER	IBM	9577	WC42696	200E	2719EA	HCC
COMPUTER	IBM	9577DUA	WC51579	RCHN	3090GWW	449
COMPUTER	IBM	9577DUA	WC51581	RCHN	3090GWW	481
COMPUTER	TOSHIBA	T4850CT	WC55380	RCHN	3090GWW	459
COPIER	MINOLTA	3170	PX16408	RCHN	3080GWW	33
DEFIBRILLATOR	LIFE PAK	300	WC13929	RCHN	3080GWW	54
DEFIBRILLATOR	LIFE PAK	9P	WC45084	200E	2719EA	HCC
DEFIBRILLATOR	PHYSIO CONTROL		WC45068	RCHN	3080GWW	54
DRYER	OLYMPIC MEDICAL	54343	WC53338	RCHN	3080GWW	74
ELECTROCARIOGRAPH	SCHILLER	AT6	WC40148	RCHN	3080GWW	84
EMBOSSER	DATA CODE	220	WC36043	RCHN	3080GWW	30
EXAMINATION TABLE	MIDMARK	411	WC54531	200E	2719EA	HCC
EXAMINATION TABLE	MIDMARK	411	WC54532	RCHN	3080GWW	60
EXAMINATION TABLE	MIDMARK	411	WC54533	RCHN	3080GWW	56
EXAMINATION TABLE	MIDMARK	411	WC54534	200E	2719EA	HCC
EXAMINATION TABLE	MIDMARK	411	WC54535	RCHN	3080GWW	25
EXAMINATION TABLE	MIDMARK	411	WC54536	RCHN	3080GWW	54
EXAMINATION TABLE	MIDMARK	411	WC54537	RCHN	3080GWW	
EXAMINATION TABLE	MIDMARK	411009	WC55152	RCHN	3080GWW	46
EXAMINATION TABLE	MIDMARK	411009	WC55153	RCHN	3080GWW	58
EXAMINATION TABLE	MIDMARK	411009	WC55154	RCHN	3080GWW	42
EXAMINATION TABLE	MIDMARK	411009	WC55155	RCHN	3080GWW	44
EXERCISE SYSTEM	CATALINA	PACIFIC FITNE	WC55200	RCHN	3090GWW	474
FACSIMILE	CANON	LC7500	WC54941	300	3719A	HCC
FACSIMILE	CANON	LC7500	WC54942	100N	MO050	HCC
FACSIMILE	CANON	LC7500	WC54943	200W	2719WB	HCC
FACSIMILE	CANON	LC7500	WC54944	RCHN	3080GWW	93
FACSIMILE	CANON	LC7500	WC54945	RCHN	3080GWW	76
FACSIMILE	CANON	LC7500	WC54989	RCHN	3070GWW	236
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FACSIMILE	CANON	L770	WC13571	RCHN	3090GWW	454

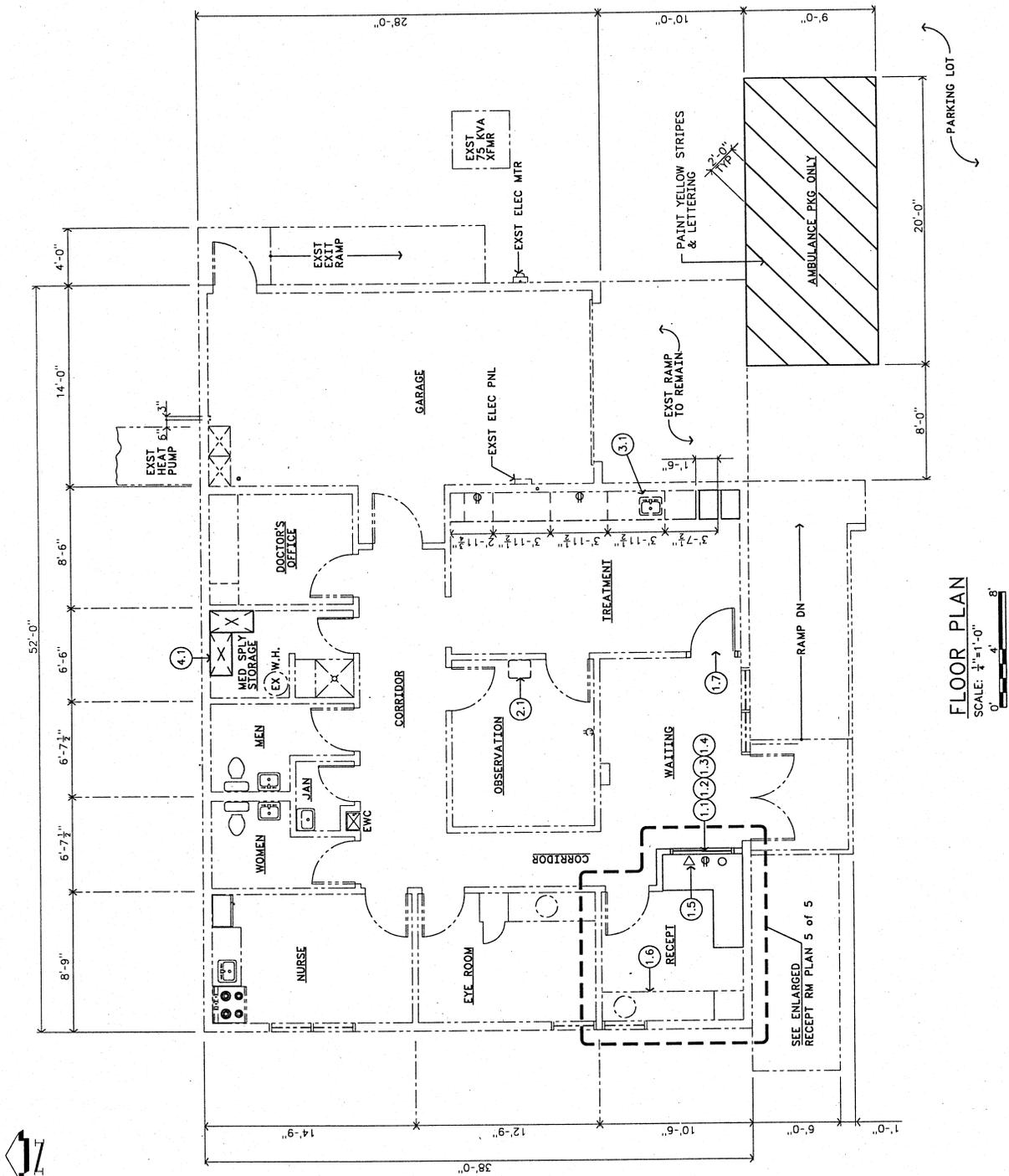
FACSIMILE	CANON	L770	WC32501	RCHN	3070GWW	LOBBY
FACSIMILE	CANON	L775	WC40394	RCHN	3080GWW	30
FACSIMILE	CANON	L775	WC45626	RCHN	3080GWW	24
FACSIMILE	CANON	L775	WC52343	RCHN	3090GWW	402
FACSIMILE	CANON	L775	WC53029	RCHN	3090GWW	400
FID/PID	FOXBORO	TVA1000A	WC55193	RCHN	3090GWW	459
GENERATOR	ONAN	69.0DYA-1	7405628	RCHN	3080GWW	BUSLANES
HOIST	ELECTRO LIFT				F256222	700 748
HOOD	BODY WAS					
INTERCOMMUNICATIO	PERMALAB METALAB		F256221	700	748	INST DEC
			F256223	700	748	TREATMENT
LIFT TRAK	MOTION ANALYSIS	VP110	WC28293	RCHN	3090GWW	401
MICROSCOPE	MARCO	B	WC54538	200E	2719EA	HCC
MONITOR	METROSONICS	AQ502	WC53479	RCHN	3090GWW	459
MONITOR	MIE	RAM1	WC41869	RCHN	3090GWW	459
MONITOR	PANASONIC	AG513	WC19256	RCHN	3070GWW	247
MONITOR	PANASONIC	AG513	WC19257	RCHN	3070GWW	473
MONITOR	PANASONIC	AG513	WC19258	RCHN	3090GWW	425
MONITOR	PANASONIC	AG513	WC19259	RCHN	3070GWW	218
MONITOR	PANASONIC	AG513	WC25480	RCHN	3090GWW	464
MONITOR	SONY	PVM1910	WC01488	RCHN	3090GWW	KITCHEN
MONITOR	SUPERMAC	CM2086A3UY	WC17480	RCHN	3090GWW	429
OXYGEN METER	OXYLOG		WC40271	RCHN	3080GWW	LAB
PASTEURIZER	CONTROL	540	WC58739	RCHN	3080GWW	74
PLAYER	MAXIVISION	13	WB95216	100N	MO050	HCC
PLAYER	MAXIVISION	13	WB95217	RCHN	3080GWW	21
PLAYER	MAXIVISION	13	WB95218	200E	2719EA	HCC
PLAYER	MAXIVISION	13	WB95219	200W	2719WB	HCC
PLAYER	PANASONIC	AG1000	WB32006	RCHN	3090GWW	454B
PLAYER	PANASONIC	AG1000	WB45926	RCHN	3070GWW	240
PLAYER	PANASONIC	AG1000	WB45953	RCHN	3070GWW	234
PLAYER	PANASONIC	AG1000	WC05933	RCHN	3090GWW	KITCHEN
PLAYER	PANASONIC	AG1150	WC18041	RCHN	3090GWW	454A
POWER SYSTEM	BEST	FD5.3KVA	WC38022	RCHN	3070GWW	226
POWER SYSTEM	BEST	FD5.3KVA	WC38023	RCHN	3070GWW	226
POWER SYSTEM	BEST	FD5.3KVA	WC38024	RCHN	3070GWW	224
PRINTER	MCBRIDE	LP37SA	WC51232	RCHN	3070GWW	226
PROJECTOR	EPSON	ELP5000	WC62559	RCHN	3090GWW	402
PROJECTOR	EPSON	ELP5000	WC62560	RCHN	3080GWW	87
READER PRINTER	CANON	PC80	WC11482	RCHN	3080GWW	30
READER PRINTER	CANON	PC80	WC23226	RCHN	3080GWW	30
RECEIVER	SONY	1967	WB32061	RCHN	3080GWW	92
RECORDER	PANASONIC	AG1000B	WB54486	RCHN	3080GWW	92
RECORDER	SONY	VO2860	WB88316	RCHN	3090GWW	454A
SAMPLER	SIEMEN FLANDERS	7045-NU FH	F265154	700	748	V&H ROOM
SCANNER	FUJITSU	M3097E	WC51687	RCHN	3090GWW	402
SCANNER	FUJITSU	M3097E	WC51688	RCHN	3090GWW	402
SHIELDING	SHOP MADE		F256225	700	748	SURGERY
SPECTOMETER	EXTREL	ELQ400	WC03338	OS	OFFSITE	OFFSITE
SPECTROPHOTOMETER	PERKIN ELMER	306	WB50508	OS	OFFSITE	OFFSITE
STRESS TESTER	QUINTON	Q4500	WC38678	RCHN	3080GWW	86
TABLE	SHOP MADE		F256226	700	748	SURGERY
TABLE	SHOP MADE		F256227	700	748	SURGERY
TANK	SHOP MADE		F258223	700	748	UNDRGROU
TELEVISION	SONY	CVM1900	WB50590	RCHN	3090GWW	454B
TONOMETER	REICHERT	12415	WC21467	RCHN	3080GWW	68
TONOMETER	REICHERT	12415	WC21472	RCHN	3080GWW	68
TONOMETER	REICHERT	12430	WC45001	RCHN	3080GWW	81
TREADMILL	QUINTON	Q55	WC55194	RCHN	3090GWW	474
TUB	SHOP MADE		F257249	700	748	
TUB	WELK BROTHERS		F256228	700	748	EXHAUST
TUB	WELK BROTHERS		F256230	700	748	BODY WAS
VIDEO SYSTEM	SONY		WB50581	700	748	TREATMENT
WASHER	CLARAGE		F256232	700	748	EXHAUST

WORK CUBE	ADVANCED THERAPY	WC100	WC55176	RCHN	3090GWW	474
XRAY MACHINE	XRAY MARKETING	AS A360	WC62553	RCHN	3080GWW	88

### J.3 Health Care Center Descriptions

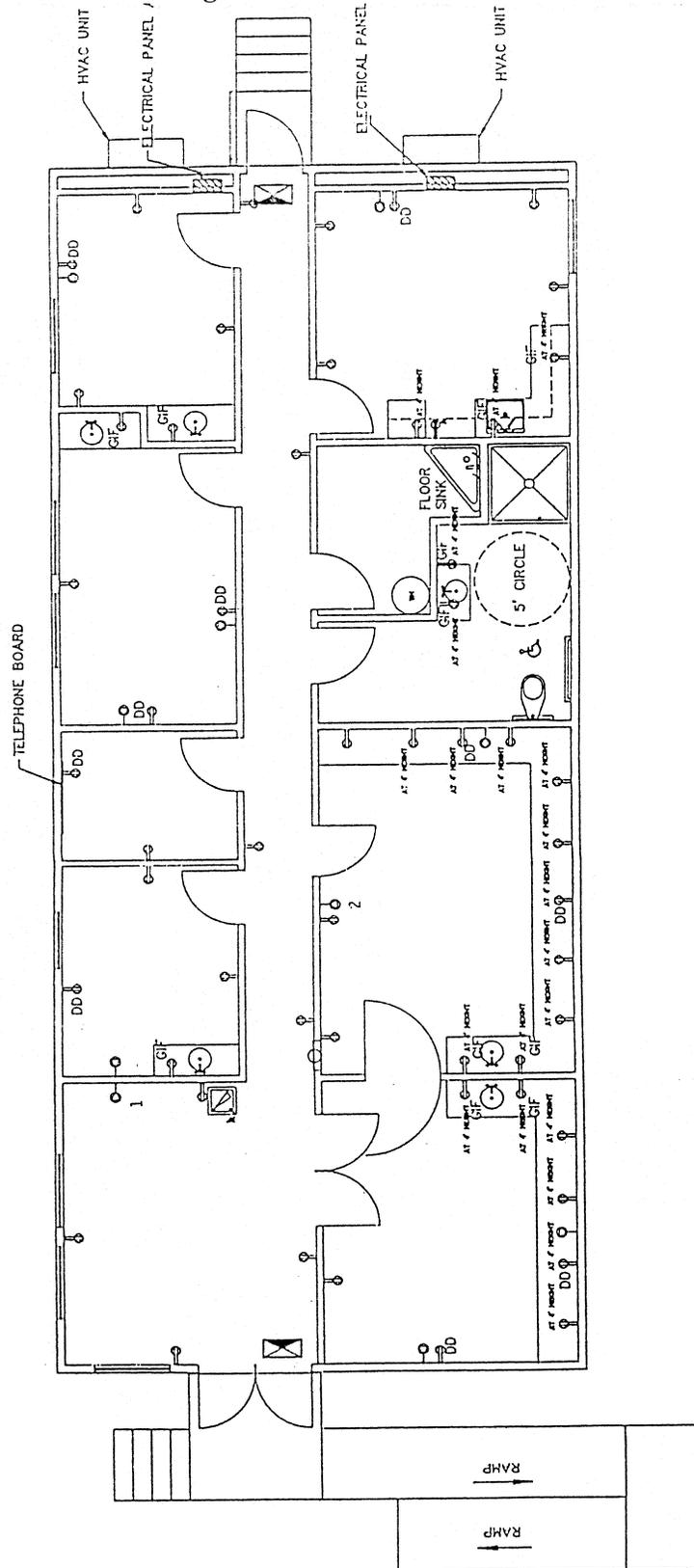
There are 2 Health Care Centers located on the Hanford Site that are staffed by the Occupational Medical Contractor to provide first aid services to workers in the adjacent areas. These centers are located in the 200 East and 200 West Areas, as shown on the site map in Subsection J.1. The Health Care Centers consist of office space, examination/treatment rooms, storage rooms, etc. as shown on the floor plans in this section.

**Figure J.3-1: 200 East Health Care Center Floor Plan**



**FLOOR PLAN**  
 SCALE: 1/4"=1'-0"  
 0 4 8

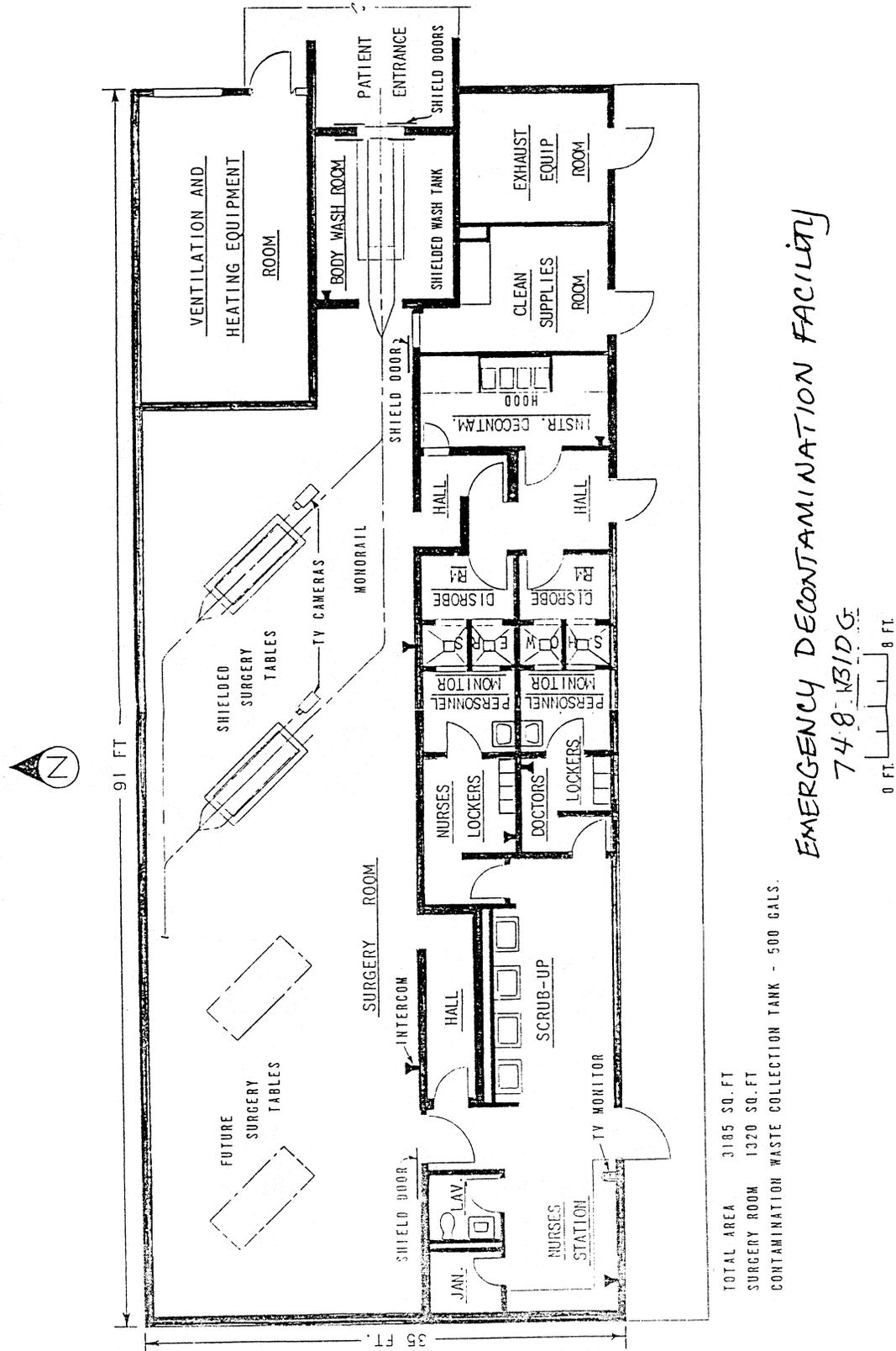
Figure J.3-2: 200 West Health Care Center Floor Plan



#### J.4 Emergency Decontamination Facility Description

The Emergency Decontamination Facility (EDF) is a hardened structure located behind Kadlec Medical Center, 888 Swift Ave, Richland, Washington. The facility provides two shielded surgery tables with attendant hoists to move shielding and patients. Other details of the EDF are shown on the floor plan in this section.

Figure J.4-1: EDF Floor Plan



J.5 Key Personnel

The key personnel in accordance with Section H.2, *Key Personnel Requirements*, are:

Principal Contract Manager <sup>1</sup>	Lee Thomas Ashjian
Site Medical Director	Vacant
Clinic Director	Vacant
Case Manager	Larry B. Smick, M.D.
Substance Abuse Manager/Medical Review Officer	Larry B. Smick, M.D.

J.6 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan

Requirements for the preparation of this plan are found in Section I.1, *Clauses Incorporated by Reference*. The following five pages contain the Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan.

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<sup>1</sup> Title is at the discretion of the contractor.

## Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan

- |  |   |
|--|---|
| 1. Name of Prime Contractor<br>Address   | Hanford Environmental Health Foundation<br>P.O. Box 100<br>Richland, Washington 99352   |
| 2. Solicitation No.<br>Total Amount of Contract<br>Period of Performance<br>Place of Performance<br>Description of Contract Requirements             | DE-RP06-98RL13686<br>Est. \$48,578,000*<br>10/1/98 - 03/07/04<br>Hanford Site, Richland, Washington<br>Performance of Occupational Medical Services<br>for U.S. Department of Energy's Hanford Site |
| 3. Total amount of planned subcontracting<br>Percentage of total amount planned<br>subcontracting  | \$5,829,360 (including option terms)<br>12% (including option terms)  |
| 4. Total planned for subcontracting to small<br>business (SB) (including item 5 and 6 below)<br>Percentage of total amount planned<br>subcontracting | \$4,080,552 (including option terms)<br>70% (including option terms)  |
| 5. Total planned for subcontracting to small<br>disadvantaged business (part of item 4)<br>Percentage of total amount planned<br>subcontracting      | \$116,587 (including option terms)<br>2% (including option terms)   |
| 6. Total planned for subcontracting to women-<br>owned small business (part of item 4)<br>Percentage of total amount of planned<br>subcontracting    | \$524,642 (including option terms)<br>9% (including option terms)   |

\* Through 09/30/2003

J.7 List of Applicable Directives

In addition to applicable laws, Federal Regulations, and Washington Administrative Code governing DOE activities, various DOE Orders and Directives apply to work and activities conducted/accomplished by the Contractor. The following DOE Orders and Directives are applicable:

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
RRD 002	The Department of Energy Richland Operations Office (RL) Software Quality Assurance Requirement Document (SQARD)	Rev 0, February 2002	N/A
DOE-RL 94-02	Hanford Emergency Response Plan	Current Version	N/A
CRD DOE O 110.3	Conference Management <i>(Printed in its entirety below)</i>	05/08/00	See CRD Below
CRD DOE O 130.1	Budget Formulation Process	09/29/95	None
CRD DOE N 142.1	Unclassified Foreign Visits and Assignments	07/14/99	Rev 0
CRD DOE O 151.1A	Comprehensive Emergency Management System	11/01/00	None
CRD DOE O 200.1	Information Management Program	09/30/96	Rev 1
CRD DOE N 205.1	Unclassified Cyber Security Program	07/26/99	Rev 0
CRD DOE N 205.2	Foreign National Access to DOE Cyber Systems	11/01/99	None
CRD DOE N 205.3	Password Generation, Protection, and Use	11/23/99	None
CRD DOE N 205.4	Handling Cyber Security Alerts and Advisories and Reporting Cyber Security Incidents	03/18/02	Rev 0
CRD DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	03/22/01	None
CRD DOE O 221.2	Cooperation With the Office of Inspector General	03/22/01	None
DOE - 0223	RL Emergency Implementing Procedures	Current Version	N/A
CRD DOE O 225.1A	Accident Investigations	11/26/97	None
CRD DOE O 231.1, Ch 1-2	Environment, Safety, and Health Reporting	09/30/95	None
CRD DOE O 232.1A	Occurrence Reporting and Processing of Operations Information	07/21/97	Rev 0
CRD DOE O 241.1A	Scientific and Technical Information Management	04/09/01	None
CRD DOE O 251.1A	Directives System	01/30/98	None
CRD DOE O 413.1A	Management Control Program	04/18/02	None
CRD DOE O 414.1A	Quality Assurance	09/29/99	None

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
CRD DOE O 420.1A	Facility Safety	05/20/02	Rev 0
CRD DOE O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees	03/27/98	None
CRD DOE O 442.1A	Department of Energy Employee Concerns Program	06/06/01	Rev 1
CRD DOE O 443.1	Data Protection Board for Human Subjects Research	05/15/00	None
CRD DOE N 450.4	Assignment of Responsibilities for Executive Order 13148, Greening of the Government Through Leadership in Environmental Management	02/05/01	None
CRD DOE O 470.1, Ch 1	Safeguards and Security Program	09/28/95	Rev 1
CRD DOE O 470.2B	Independent Oversight and Performance Assurance Program	10/31/02	Rev 1
CRD DOE M 471.2-1B	Classified Matter Protection and Control Manual	01/06/99	Rev 1
CRD DOE M 471.2-1C	Classified Matter Protection and Control Manual	04/17/01	Rev 0
CRD DOE O 471.2A	Information Security Program	03/27/97	Rev 1
CRD DOE N 471.3	Reporting Incidents of Security Concern	04/13/01	Rev 0
CRD DOE O 472.1B	Personnel Security Activities	03/24/97	None
CRD DOE O 473.1	Physical Protection Program	12/23/02	None
CRD DOE M 473.1-1	Physical Protection Program Manual	12/23/02	Rev 0
CRD DOE O 481.1B	Work For Others (Non-Department of Energy Funded Work)	09/28/01	Rev 0
CRD DOE O 534.1A	Accounting	07/05/01	Rev 0
CRD DOE O 551.1A	Official Foreign Travel	08/25/00	Rev 1
DOE O 1220.1A, Ch 1	Congressional and Intergovernmental Affairs	04/09/92	N/A
DOE O 1230.2	American Indian Tribal Government Policy	04/08/92	N/A
DOE O 1340.1B	Management of Public Communications Publications, and Scientific, Technical and Engineering Publications	01/07/93	N/A
DOE O 1350.1, Ch 1	Audiovisual and Exhibits Management	10/28/81	N/A
DOE O 2110.1A, Ch 1-2	Pricing of Departmental Materials and Services	07/14/88	N/A
DOE O 3790.1B (Chapter 8 only)	Federal Employee Occupational Safety and Health Program	01/07/93	N/A
DOE O 5400.1, Ch 1	General Environmental Protection Program	06/29/90	N/A

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
DOE O 5400.5, Ch 1-2	Radiation Protection of the Public and the Environment	02/08/90	N/A
DOE O 5480.4, Ch 1-4	Environmental Protection, Safety, and Health Protection Standards	05/15/84	N/A
DOE O 5670.3	Counterintelligence Program	09/04/92	N/A
EO 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	N/A	N/A

CRD DOE O 443.1	Data Protection Board for Human Subjects Research	05/15/00	No
CRD DOE N 450.4	Assignment of Responsibilities for Executive Order 13148, Greening of the Government Through Leadership in Environmental Management	02/05/01	No
CRD DOE O 470.1, Ch 1	Safeguards and Security Program	09/28/95	No
CRD DOE O 470.2A	Safeguards and Security Independent Oversight Program	03/01/00	No
CRD DOE O 471.2A	Information Security Program	03/27/97	No
CRD DOE O 472.1B	Personnel Security Activities	03/24/97	No
CRD DOE O 481.1A	Work for Others (Non-DOE Funded Work)	01/03/01	No
CRD DOE O 534.1	Accounting	09/29/95	No
CRD DOE O 551.1A	Official Foreign Travel	08/25/00	No
CRD DOE M 140.1-1A	Interface with the Defense Nuclear Facilities Safety Board	12/30/96	No
CRD DOE M 471.2-1B	Manual for Classified Matter Protection and Control	01/06/99	No
CRD DOE N 205.1	Unclassified Cyber Security Program	07/26/99	No
CRD DOE N 205.2	Foreign National Access to DOE Cyber Systems	11/01/99	No
CRD DOE N 205.3	Password Generation, Protection, and Use	11/23/99	No
CRD DOE N 470.2	Unofficial Foreign Travel	12/15/00	No
CRD DOE N 473.4	Department of Energy Badges	05/26/00	No

In addition to the CRDs listed above, the Contractor shall comply with the DOE-RL-prepared CRD that pertains to Conference Management. The CRD is included in its entirety below.

## 2. REQUIREMENTS:

- a. A senior contractor official must approve sponsorship, co-sponsorship, or funding for a Department of Energy (DOE) contractor conference if 30 or more DOE and DOE contractor employees are expected to attend the conference and will be on official travel. If fewer than 30 employees will be on official travel, organizations may establish any procedure to ensure the intent of the Order is met [e.g., delegate conference approval to a lower level (equivalent to a member of the DOE Senior Executive Service) in the organization]. A senior contractor official is the equivalent to the Principal Deputy Manager of Richland Operations Office. This authority cannot be delegated below that official's principal deputy. The official must obtain concurrence of the Principal Deputy of Richland Operation office. The official package must be sent to the Contracting Officer.
- b. When managing contractor-sponsored or co-sponsored conferences, contractors must:
  - (1) Keep Federal expenditures and attendance at conferences to the minimum necessary to accomplish program objectives.
  - (2) Minimize the number and cost of DOE-sponsored exhibits/booths at all DOE and DOE-contractor-sponsored conferences by using, where practical, DOE corporate-type exhibits/booths that can be shared by DOE and DOE contractor organizations. Exhibit/booth fees may not be charged to DOE and DOE contractor employees.
  - (3) Justify a recurring conference (do not assume that an annual conference must be held merely because it has been held previously).
  - (4) Select sites that minimize conference costs by, among other actions, minimizing conference administrative costs and attendees' travel and per diem costs and maximizing the use of Government-owned or -provided facilities.
  - (5) Select sites only after evaluating cost differences of at least three prospective locations. The selection process should identify opportunities to save costs in selecting a particular conference site or the timing of the conference (e.g., off-season rates). Contractors must maintain written documentation of the alternatives considered and the selection rationale used. Avoid selecting resort or recreational sites unless true cost savings will result. The written documentation must be forwarded with the approval package.
  - (6) Make binding conference arrangements only after obtaining the Approval of the Principal Deputy Manager of the Richland Operations Office. Employees are reminded that only designated contracting officers have authority to make contractual commitments on behalf of DOE.
  - (7) Conferences sponsored by DOE contractors should not include events, such as entertainment or meals, that are being paid for by the contractor which will result in Federal employees violating the Standards of Ethical Conduct for Employees of the Executive Branch (5 Code of Federal Regulations 2635).
  - (8) Avoid commercial conference facilities for DOE-contractor- sponsored conferences involving classified or sensitive information.

- (9) Use a format similar to that in Attachment 2, "Suggested Format for Conference Approval Request" in requesting conference approval to ensure necessary information is included. The information in Attachment 2 is necessary when 30 or more total employees from any DOE or contractor organizations are expected to attend the conference and will be on official travel. If fewer than 30 employees will be on official travel, organizations may establish any procedure to ensure the intent of the Order is met and the information shown in attachment 2 is documented for record and for reporting all sponsored and co-sponsored conferences. [e.g., delegate conference approval to a lower level (equivalent to the Principal Deputy Manager of Richland Operations Office) in the organization].
  - (10) Avoid holding conferences at non-DOE sites that do not meet the fire protection requirements of the Hotel and Motel Fire Safety Act of 1990 (P.L. 101-391, as amended). The Secretary of Energy or the Executive Secretariat may waive this requirement.
  - (11) Use Attachment 1, "Criteria for Conference Approval," as an aid in deciding whether to hold a conference.
- c. In determining the number of and which employees to send to a conference that requires employees to travel, contractors must:
- (1) Ensure that a contractor official (is equivalent to the Principal Deputy Manager of Richland Operations Office) approves attendance of employees at conferences.
  - (2) Develop its own internal procedure to ensure the minimum number of their employees are attending conferences.
- e. In determining whether employees should participate in a conference sponsored by a private interest, contractors must:
- (1) Ensure that a contractor official (equivalent to the Principal Deputy Manager of Richland Operations Office) approves participation of employees at conferences.
  - (2) Determine that participation in the conference is in the best interest of the Department. In making this determination, the following factors must be considered:
    - (a) the relevance of the event to the Department;
    - (b) the potential benefit to the Department;
    - (c) the need to get DOE-related information out to the attendees and whether the particular conference is an effective means to do that;
    - (d) the number of DOE or DOE contractor employees who are either participants or expected attendees;
    - (e) the total costs for DOE and DOE contractor attendees and participants;
    - (f) the location of the event; the potential for any adverse appearance associated with Departmental participation; and
    - (g) whether DOE's interests would be better served by the Department's direct

sponsorship of a conference.

- (3) Consult, as necessary, with the DOE contracting officer before committing to contractor employee conference participation.
- e. DOE policy regarding reimbursement of conference registration fees, allowable conference (and related) costs, and funding the contractor follow:
- (1) DOE will reimburse a contractor for its conference costs only if the principal purpose of the conference is to disseminate trade, business, professional, or technical information or to stimulate production per contract requirements.
  - (2) If a DOE contractor sponsors or co-sponsors a conference, it may charge attendees (including DOE and DOE contractor employees and non-DOE attendees) a registration fee and use the fee to offset the conference costs. The fee may not be used for any type of unallowable cost, such as entertainment or alcoholic beverages.
  - (3) DOE will not reimburse a contractor for the cost of entertainment, including alcoholic beverages, regardless of how the cost is classified; for example, DOE will not reimburse an entertainment cost included in a conference fee.
  - (4) If a non-Government organization sponsors a conference and a single, mandatory, nonseparable registration fee is charged for both attendance and meals or an evening social event, the Government will reimburse the contractor employee's full registration fee. Employees must reduce claims for per diem if meals are included in a registration fee.
  - (5) Although per diem is an allowable cost under DOE contracts, DOE will not reimburse contractors for any additional costs for employees meals.
  - (6) In connection with conferences, DOE contractors may charge a separate voluntary fee to attendees to cover such items as meals and entertainment. This fee will not be reimbursed by DOE. However, when the employee pays this voluntary fee, he/she is not required to reduce his/her per diem.
  - (7) DOE will generally reimburse contractors for their employees' registration fees for non-DOE or DOE-contractor-sponsored conferences.

f. Reporting Requirements:

Provide Richland Operations Office with the following information, in the following format, for reporting to HQ and Congress on all (DOE Sponsored/Co-Sponsored Conferences and Private Sector Conferences attended by DOE Federal and/or Contractor Employees) of their prior calendar quarter conference activities. Submit Quarterly Report to the Richland Operations Office one week prior to the last working day of the month following the end of each calendar quarter. For example, In CY 2000 the dates will be April 21, 2000, July 21, 2000, October 20, 2000, and January 08, 2000. Forward the information through e-mail or on disk in Microsoft Word format.

Conference Sponsor and Co-sponsor	Conference Title	Purpose/ Objectives	Date (s)	Number of DOE Attendees	Number of Contractor Attendees	Location

In addition HQ requires a quarterly report of planned conference activity for the following year's first-quarter (January through March) conference activities. To fulfill this requirement, use the following matrix to provide the appropriate information. Submit report to the Richland Operations Office by January 8th each year. Forward the information through e-mail or on disk in Microsoft Word format.

Conference Sponsor and Co-sponsor	Conference Title	Purpose/ Objectives	Proposed Date (s)	Estimated Number of DOE Attendees	Estimated Number of Contractor Attendees	Proposed Location

g. Organizational Points-of-Contact:

- (1) After receiving concurrence from Richland Operations Office post the following information about their organization's proposed conference on the Office of Management and Administration's Web site [<http://www.ma.doe.gov> (Conference Management icon)]: sponsoring organization, purpose of conference, date(s) of conference, location of conference, total estimated cost of conference, projected number of DOE and DOE contractor employees attending the conference, and any other pertinent information.
- (2) Confirm that their organization's proposed conference does not duplicate any other DOE or DOE-contractor-proposed conference by checking the Office of Management and Administration Web site (Conference Management icon) for information and include signed certification of this fact in their conference approval information.

3. RESPONSIBILITIES:

Contractor Principal Deputy (equivalent to the Principal Deputy Manager of Richland Operations):

- a. Approves all contractor-sponsored conferences as described in the Requirements 1.a.
- b. Obtains the concurrence of the cognizant field element as described in the Requirement.
- c. Ensures that contractor conferences are being held to support the contract's purpose and conform with the procedural requirements and policies of DOE O 110.3.
- d. Coordinates with the DOE Office of the Assistant Secretary for International Affairs on all foreign conferences, in accordance with DOE 1500.3, FOREIGN TRAVEL AUTHORIZATION.
- e. Coordinates with the DOE Office of Assistant Secretary for Congressional and Intergovernmental Affairs and the Director of Public Affairs when conference decisions may have congressional, intergovernmental, press, or public affairs implications or effects.
- f. Ensures proposed conferences do not duplicate conferences presented by others (i.e., other DOE contractors or other non-DOE sources) that involve DOE funds and ensures that contractor-sponsored conferences do not duplicate private-sector activities, such as trade shows and similar productions.
- g. Ensures that conferences are held at locations accessible to disabled individuals and that such

individuals are provided special assistance to engage in conference activities.

- h. Designates a point of contact that will be responsible for ensuring compliance with DOE O 110.3 to Richland Operations Office. The Point of Contact (POC) will maintain central files on all conference activities within the organization. Within 30 days of implementation of DOE O 110.3, notifies the Operations Office of the designated POC.

## CRD ATTACHMENT 1

### CRITERIA FOR CONFERENCE APPROVAL

The following areas should be reviewed and considered prior to approval of a DOE-sponsored conference.

#### Program Mission:

- How is the conference related to the mission and goals of the organization? (Specifically, how essential is the conference to those goals and mission?)

#### Purpose and Objectives:

- What is the purpose of the proposed conference?
- Are alternative means available for achieving the same expected results?
- Are other conferences planned or scheduled with the same objectives? Could this conference be combined with another?
- If the conference is recurring, is the need for this one justified at this time?

#### Location:

- Is the conference location the most cost-effective?
- Is there a basis for criticism?
- Have cost comparisons of other locations been considered?
- Is the location necessary to accomplish the conference goal (e.g., site visit to demonstrate research and development activity)?
- Is the conference site reasonably central to the majority of participants to lessen travel costs?
- Is the location the best suited for the conference considering the cost, attendance, and conference purpose?

#### Number of DOE/Contractor Employees:

- Is the total number of DOE and DOE contractor conference attendees necessary to achieve the purpose for which attendance at the conference is being approved?
- Is there any basis for criticism from external entities (e.g., Congress, General Accounting Office, or the Inspector General)?
- What is the cost per participant?
- Who will attend and what role will each proposed attendee play (e.g., speaker, chairperson, expert in a complex subject that requires experts in several subareas, etc.)?
- Can attendance be reduced without adversely affecting the objective?

#### Expected Benefits:

- What benefits will be derived from conducting this conference?

Support Contractor Performance:

- What assignments will the contractor perform?
- Do the contractor's responsibilities include any Government functions (e.g., exercising discretionary authority or making final value judgments that affect the day-to-day or long-term development, execution, and evaluation of Government programs).

Estimated Support Costs:

- Are support costs (e.g., printing, mailing, graphics, travel expenses, conference facilities, honorariums, etc.) reasonable and necessary?

## CRD ATTACHMENT 2

### SUGGESTED FORMAT FOR CONFERENCE APPROVAL REQUEST

Following is a suggested format that includes the type of information needed in an organization's conference approval package:

DATE OF REQUEST: (self-explanatory)

REQUESTED BY: (name/title of requesting official)

SPONSORING ORGANIZATION: (title of DOE or DOE contractor organization sponsoring the conference)

COSPONSORING ORGANIZATION: (title of DOE or DOE contractor organization or non-DOE entity cosponsoring the conference, if applicable)

CONFERENCE TITLE: (formal title of conference)

CONFERENCE DATE: (proposed date(s) of the conference)

PURPOSE AND OBJECTIVE(S): (Describe the purpose of the conference, justify, and certify that sponsorship of this conference is important to the program mission.)

CONFERENCE LOCATION: (proposed city and state where the conference is to be held, or foreign location, if applicable)

RATIONALE FOR SELECTION OF CONFERENCE LOCATION: (Provide a rationale and justification for site selection; a cost comparison of alternative sites considered (if location is not at a principal facility site of the sponsoring organization); and certification that the site selected is the most cost-effective considering costs such as travel, per diem, and conference logistics.)

ESTIMATED COST BREAKDOWN: (Provide applicable information.)

	<u>TRAVEL AND</u> <u>PER DIEM COSTS</u>
DOE Employees (HQ):	\$ XX,XXX
DOE Employees (Field):	XX,XXX
Contractor Employees (HQ):	XX,XXX
Contractor Employees (Field):	<u>XX,XXX</u>
Total DOE Travel Costs:	\$ XXX,XXX

OTHER EXPENSES

Logistics (facility arrangements):	\$ XX,XXX
Supplies and Support Equipment: (specify costs; e.g., materials, printing, etc.)	XX,XXX
Other Costs: (specify, e.g., direct labor support and overhead)	<u>XX,XXX</u>
Total Other Expenses:	\$XXX,XXX

TOTAL ESTIMATED DOE COSTS: \$ XXX,XXX

ESTIMATED CO-SPONSOR COSTS:  
 (specify source, if applicable) \$ XX,XXX

ESTIMATED TOTAL NUMBER OF CONFERENCE ATTENDEES:

<u>Agency/Group</u>	<u>Traveling</u>	<u>Non-traveling</u>
DOE Employees (HQ): (Detail number from each office)		
FI	XX	
MA	X	
etc.	XX	XX
DOE Employees (Field):		
AL	XX	
etc.	XX	XX
Contractor Employees (HQ):		
CACI	XX	XX
etc.	XX	X
Contractor Employees (Field):		
LBNL	XX	XX
FETC	XX	X
etc.	XX	XX
Others:	<u>XX</u>	<u>XX</u>
Total:	XXX	XXX

SUPPORT CONTRACTOR PERFORMANCE: (If applicable, specify the support contractor who will provide support for the conference.)

IMPACT STATEMENT: (Provide an impact statement of effect if the conference is not approved.)

POINT OF CONTACT FOR THE SPONSORING ORGANIZATION: (Provide name and telephone number.)

J.9 Service Contract Act Wage Determination No. 1994-2569, Revision No. 15, June 27, 2001

The following 11 pages constitute this attachment.

Page 1 of 11

**\*\*Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing\*\***

OCCUPATION CODE AND TITLE

ADMINISTRATIVE SUPPORT AND CLERICAL:	MINIMUM HOURLY WAGE
Accounting Clerk I	\$ 8.99
Accounting Clerk II	\$ 9.83
Accounting Clerk III	\$ 11.39
Accounting Clerk IV	\$ 14.88
Court Reporter	\$ 11.23
Dispatcher, Motor Vehicle	\$ 11.36
Document Preparation Clerk	\$ 9.40
Duplicating Machine Operator	\$ 9.40
Film/Tape Librarian	\$ 10.04
General Clerk I	\$ 7.33
General Clerk II	\$ 8.16
General Clerk III	\$ 9.56
General Clerk IV	\$ 10.72
Housing Referral Assistant	\$ 15.25
Key Entry Operator I	\$ 9.15
Key Entry Operator II	\$ 9.99
Messenger (Courier)	\$ 7.21
Order Clerk I	\$ 8.95
Order Clerk II	\$ 10.74
Personnel Assistant (Employment) I	\$ 10.09
Personnel Assistant (Employment) II	\$ 11.33
Personnel Assistant (Employment) III	\$ 12.67
Personnel Assistant (Employment) IV	\$ 15.12
Production Control Clerk	\$ 13.40
Rental Clerk	\$ 10.04
Scheduler, Maintenance	\$ 11.43
Secretary I	\$ 11.43
Secretary II	\$ 12.78
Secretary III	\$ 15.25
Secretary IV	\$ 17.09
Secretary V	\$ 18.91
Service Order Dispatcher	\$ 11.55
Stenographer I	\$ 9.34
Stenographer II	\$ 11.25
Supply Technician	\$ 17.09
Survey Worker (Interviewer)	\$ 11.23
Switchboard Operator-Receptionist	\$ 9.36
Test Examiner	\$ 12.78
Test Proctor	\$ 12.78

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Travel Clerk I	\$	10.61
Travel Clerk II	\$	11.17
Travel Clerk III	\$	11.86
Word Processor I	\$	9.78
Word Processor II	\$	10.98
Word Processor III	\$	12.28

#### AUTOMATIC DATA PROCESSING OCCUPATIONS

Computer Data Librarian	\$	9.14
Computer Operator I	\$	10.51
Computer Operator II	\$	12.97
Computer Operator III	\$	16.40
Computer Operator IV	\$	18.96
Computer Operator V	\$	20.34
Computer Programmer I (1)	\$	15.71
Computer Programmer II (1)	\$	18.55
Computer Programmer III (1)	\$	22.00
Computer Programmer IV (1)	\$	27.12
Computer Systems Analyst I (1)	\$	19.54
Computer Systems Analyst II (1)	\$	22.93
Computer Systems Analyst III (1)	\$	24.62
Peripheral Equipment Operator	\$	11.17

#### AUTOMOTIVE SERVICE OCCUPATIONS

Automotive Body Repairer, Fiberglass	\$	18.71
Automotive Glass Installer	\$	16.84
Automotive Worker	\$	16.84
Electrician, Automotive	\$	17.78
Mobile Equipment Servicer	\$	14.95
Motor Equipment Metal Mechanic	\$	18.71
Motor Equipment Metal Worker	\$	16.84
Motor Vehicle Mechanic	\$	18.71
Motor Vehicle Mechanic Helper	\$	14.00
Motor Vehicle Upholstery Worker	\$	15.88
Motor Vehicle Wrecker	\$	16.84
Painter, Automotive	\$	17.78
Radiator Repair Specialist	\$	16.84
Tire Repairer	\$	14.44
Transmission Repair Specialist	\$	18.71

#### FOOD PREPARATION AND SERVICE OCCUPATIONS

Baker	\$	15.66
Cook I	\$	13.97
Cook II	\$	15.66
Dishwasher	\$	9.89

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Food Service Worker	\$	9.89
Meat Cutter	\$	15.66
Waiter/Waitress	\$	11.04

#### FURNITURE MAINTENANCE AND REPAIR OCCUPATIONS

Electrostatic Spray Painter	\$	17.78
Furniture Handler	\$	11.71
Furniture Refinisher	\$	17.78
Furniture Refinisher Helper	\$	14.00
Furniture Repairer, Minor	\$	15.88
Upholsterer	\$	17.78

#### GENERAL SERVICES AND SUPPORT OCCUPATIONS

Cleaner, Vehicles	\$	9.89
Elevator Operator	\$	9.89
Gardener	\$	13.97
House Keeping Aid I	\$	8.76
House Keeping Aid II	\$	9.89
Janitor	\$	9.89
Laborer, Grounds Maintenance	\$	11.04
Maid or Houseman	\$	8.77
Pest Controller	\$	14.77
Refuse Collector	\$	9.89
Tractor Operator	\$	13.21
Window Cleaner	\$	11.04

#### HEALTH OCCUPATIONS

Dental Assistant	\$	12.20
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	\$	11.09
Licensed Practical Nurse I	\$	10.02
Licensed Practical Nurse II	\$	11.24
Licensed Practical Nurse III	\$	12.57
Medical Assistant	\$	11.24
Medical Laboratory Technician	\$	11.24
Medical Record Clerk	\$	11.24
Medical Record Technician	\$	13.54
Nursing Assistant I	\$	7.30
Nursing Assistant II	\$	8.20
Nursing Assistant III	\$	8.95
Nursing Assistant IV	\$	10.04
Pharmacy Technician	\$	12.19
Phlebotomist	\$	11.24
Registered Nurse I	\$	15.57
Registered Nurse II	\$	19.06
Registered Nurse II, Specialist	\$	19.06

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Registered Nurse III	\$	23.06
Registered Nurse III, Anesthetist	\$	23.06
Registered Nurse IV	\$	27.62

#### INFORMATION AND ARTS OCCUPATIONS

Audiovisual Librarian	\$	14.81
Exhibits Specialist I	\$	12.83
Exhibits Specialist II	\$	15.31
Exhibits Specialist III	\$	16.80
Illustrator I	\$	12.83
Illustrator II	\$	15.31
Illustrator III	\$	16.80
Librarian	\$	19.10
Library Technician	\$	11.23
Photographer I	\$	11.95
Photographer II	\$	15.35
Photographer III	\$	16.80
Photographer IV	\$	18.64
Photographer V	\$	20.69

#### LAUNDRY, DRY CLEANING, PRESSING AND RELATED OCCUPATIONS

Assembler	\$	7.92
Counter Attendant	\$	7.92
Dry Cleaner	\$	9.11
Finisher, Flatwork, Machine	\$	7.92
Presser, Hand	\$	7.92
Presser, Machine, Drycleaning	\$	7.92
Presser, Machine, Shirts	\$	7.92
Presser, Machine, Wearing Apparel, Laundry	\$	7.92
Sewing Machine Operator	\$	10.80
Tailor	\$	11.52
Washer, Machine	\$	8.64

#### MACHINE TOOL OPERATION AND REPAIR OCCUPATIONS

Machine-Tool Operator (Toolroom)	\$	17.78
Tool and Die Maker	\$	21.55

#### MATERIAL HANDLING AND PACKING OCCUPATIONS

Forklift Operator	\$	10.52
Fuel Distribution System Operator	\$	14.96
Material Coordinator	\$	12.51
Material Expediter	\$	12.51
Material Handling Laborer	\$	9.23
Order Filler	\$	11.28

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Production Line Worker (Food Processing)	\$	12.34
Shipping Packer	\$	10.30
Shipping/Receiving Clerk	\$	10.65
Stock Clerk (Shelf Stocker; Store Worker II)	\$	10.30
Store Worker I	\$	9.17
Tools and Parts Attendant	\$	11.45
Warehouse Specialist	\$	12.76

MECHANICS AND MAINTENANCE AND REPAIR OCCUPATIONS

Aircraft Mechanic	\$	18.66
Aircraft Mechanic Helper	\$	14.00
Aircraft Quality Control Inspector	\$	19.68
Aircraft Servicer	\$	15.88
Aircraft Worker	\$	16.84
Appliance Mechanic	\$	17.78
Bicycle Repairer	\$	14.44
Cable Splicer	\$	18.71
Carpenter, Maintenance	\$	17.78
Carpet Layer	\$	16.84
Electrician, Maintenance	\$	18.71
Electronics Technician, Maintenance I	\$	15.23
Electronics Technician, Maintenance II	\$	18.64
Electronics Technician, Maintenance III	\$	19.62
Fabric Worker	\$	15.88
Fire Alarm System Mechanic	\$	18.71
Fire Extinguisher Repairer	\$	14.95
Fuel Distribution System Mechanic	\$	18.71
General Maintenance Worker	\$	16.84
Heating, Refrigeration and Air Conditioning Mechanic	\$	18.71
Heavy Equipment Mechanic	\$	18.71
Heavy Equipment Operator	\$	16.64
Instrument Mechanic	\$	18.71
Laborer	\$	9.89
Locksmith	\$	17.78
Machinery Maintenance Mechanic	\$	18.71
Machinist, Maintenance	\$	18.71
Maintenance Trades Helper	\$	14.00
Millwright	\$	18.71
Office Appliance Repairer	\$	17.78
Painter, Aircraft	\$	17.78
Painter, Maintenance	\$	17.78
Pipefitter, Maintenance	\$	21.52
Plumber, Maintenance	\$	20.45
Pneudraulic Systems Mechanic	\$	18.71
Rigger	\$	18.71
Scale Mechanic	\$	16.84
Sheet-Metal Worker, Maintenance	\$	18.71

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Small Engine Mechanic	\$	16.84
Telecommunication Mechanic I	\$	18.71
Telecommunication Mechanic II	\$	19.68
Telephone Lineman	\$	18.71
Welder, Combination, Maintenance	\$	18.71
Well Driller	\$	18.71
Woodcraft Worker	\$	18.71
Woodworker	\$	14.95

MISCELLANEOUS OCCUPATIONS

Animal Caretaker	\$	12.19
Carnival Equipment Operator	\$	13.21
Carnival Equipment Repairer	\$	14.11
Carnival Worker	\$	9.89
Cashier	\$	8.22
Desk Clerk	\$	9.13
Embalmer	\$	16.57
Lifeguard	\$	9.02
Mortician	\$	16.57
Park Attendant (Aide)	\$	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$	8.14
Recreation Specialist	\$	12.64
Recycling Worker	\$	13.08
Sales Clerk	\$	9.36
School Crossing Guard (Crosswalk Attendant)	\$	9.89
Sport Official	\$	8.14
Survey Party Chief (Chief of Party)	\$	15.49
Surveying Aide	\$	9.73
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$	13.32
Swimming Pool Operator	\$	15.66
Vending Machine Attendant	\$	13.07
Vending Machine Repairer	\$	15.66
Vending Machine Repairer Helper	\$	13.07

PERSONAL NEEDS OCCUPATIONS

Child Care Attendant	\$	9.13
Child Care Center Clerk	\$	12.40
Chore Aid	\$	8.76
Homemaker	\$	12.64

PLANT AND SYSTEM OPERATION OCCUPATIONS

Boiler Tender	\$	18.71
Sewage Plant Operator	\$	20.45
Stationary Engineer	\$	18.71
Ventilation Equipment Tender	\$	18.71

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Water Treatment Plant Operator \$ 16.10

PROTECTIVE SERVICE OCCUPATIONS

Alarm Monitor \$ 11.43  
Corrections Officer \$ 18.00  
Court Security Officer \$ 19.14  
Detention Officer \$ 18.00  
Firefighter \$ 18.02  
Guard I \$ 8.74  
Guard II \$ 10.97  
Police Officer \$ 23.61

STEVEDORING/LONGSHOREMEN OCCUPATIONS

Blocker and Bracer \$ 14.84  
Hatch Tender \$ 14.84  
Line Handler \$ 14.84  
Stevedore I \$ 13.98  
Stevedore II \$ 15.85

TECHNICAL OCCUPATIONS

Air Traffic Control Specialist, Center (2) \$ 27.00  
Air Traffic Control Specialist, Station (2) \$ 18.62  
Air Traffic Control Specialist, Terminal (2) \$ 20.50  
Archeological Technician I \$ 13.21  
Archeological Technician II \$ 14.77  
Archeological Technician III \$ 18.30  
Cartographic Technician \$ 21.05  
Civil Engineering Technician \$ 18.30  
Computer Based Training (CBT) Specialist/Instructor \$ 22.47  
Drafter I \$ 10.63  
Drafter II \$ 11.95  
Drafter III \$ 15.35  
Drafter IV \$ 18.30  
Engineering Technician I \$ 13.26  
Engineering Technician II \$ 14.88  
Engineering Technician III \$ 17.97  
Engineering Technician IV \$ 21.05  
Engineering Technician V \$ 26.52  
Engineering Technician VI \$ 35.66  
Environmental Technician \$ 16.49  
Flight Simulator/Instructor (Pilot) \$ 23.38  
Graphic Artist \$ 19.54  
Instructor \$ 17.16  
Laboratory Technician \$ 14.26  
Mathematical Technician \$ 18.31

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Paralegal/Legal Assistant I	\$	12.15
Paralegal/Legal Assistant II	\$	15.01
Paralegal/Legal Assistant III	\$	16.72
Paralegal/Legal Assistant IV	\$	22.21
Photooptics Technician	\$	18.31
Technical Writer	\$	17.05
Unexploded (UXO) Safety Escort	\$	17.16
Unexploded (UXO) Sweep Personnel	\$	17.16
Unexploded Ordinance (UXO) Technician I	\$	17.16
Unexploded Ordinance (UXO) Technician II	\$	20.76
Unexploded Ordinance (UXO) Technician III	\$	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	\$	14.26
Weather Observer, Senior (3)	\$	15.85
Weather Observer, Upper Air (3)	\$	14.26

**TRANSPORTATION/MOBILE EQUIPMENT OPERATION OCCUPATIONS**

Bus Driver	\$	12.18
Parking and Lot Attendant	\$	8.05
Shuttle Bus Driver	\$	11.48
Taxi Driver	\$	10.80
Truckdriver, Heavy Truck	\$	14.35
Truckdriver, Light Truck	\$	11.48
Truckdriver, Medium Truck	\$	12.18
Truckdriver, Tractor-Trailer	\$	14.35

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.02 per hour or \$80.80 per week or \$350.13 per month.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are full-time employed (40 hours per week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e., occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or

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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 Title and Descriptions:

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

REQUEST OF 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).

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- 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.