

H.34 SALT WASTE PROCESSING FACILITY PRE-CONCEPTUAL DESIGN AND SUPPORTING INFORMATION

The Salt Waste Processing Facility (SWPF) Pre-Conceptual Design and supporting information are provided to the Contractor. Additional information developed for the SWPF Pre-Conceptual Design will be transitioned from the U.S. Department of Energy (DOE) to the Contractor subsequent to Contract award. The Contractor is responsible for designing, constructing, and commissioning the SWPF in a manner that meets all Contract specifications and requirements, and results in an operating facility that meets or exceeds all functional and performance specifications and requirements. The DOE makes no warranties as to the accuracy, reliability, completeness or usefulness of the SWPF Pre-Conceptual Design materials. The Contractor shall have no recourse against DOE, or the individuals, or contractors who prepared such information for DOE, for impacts resulting from the Contractor's use or reliance upon SWPF Pre-Conceptual Design or supporting information. The Contractor shall perform such reviews and evaluations, as it deems necessary for the Contractor to satisfy itself as to the accuracy, reliability, usefulness and completeness of any SWPF Pre-Conceptual Design or supporting information, which it may utilize in performing the Contract. Any reference to the contractor(s) who prepared the SWPF Pre-Conceptual Design and supporting information shall not be carried forward by the Contractor in any work products, permits, presentations or deliverables produced under this Contract except where necessary to comply with applicable laws or comply with proprietary data requirements. A listing of the SWPF Pre-Conceptual design and supporting information is provided in Section J, Attachment H, *Listing of SWPF Pre-Conceptual Design and Supporting Information*.

As part of the Conceptual Design Report, the Contractor shall state that all data needs have been identified and data used have been reviewed and accepted by the Contractor.

H.35 AGE DISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations thereunder.

H.36 DOWNSelection AND DEMOBILIZATION

(a) Downselection

- (1) If DOE awarded two contracts for conceptual design services for the Salt Waste Processing Facility, DOE intends to downselect to one contractor after completion of Line Item 0001A.
- (2) Selection of the single contractor to continue performance will employ the evaluation criteria set forth below. Each contractor's performance during the base period of performance will be used for rating each contractor against the following evaluation criteria, listed in descending order of importance:
 - (a) Demonstrated effectiveness of technical approach.
 - (b) Technical adequacy, thoroughness, timeliness, and quality of the deliverables defined in Section C.5.
 - (c) Demonstrated performance of technical team.
 - (d) Demonstrated effectiveness of project management approach.

- (e) Reasonableness of proposed delivery dates for items identified in Section C, Table C.5-1.1, Deliverables, and timeliness for supporting SPP program requirements and objectives.
- (f) Realism of cost projections for Line Item 0002 and reasonableness of proposed fees.
- (g) Financial risk accepted by the contractor for Phase II work.
- (h) Establishment of project success oriented relationships with the site M&O contractor and DOE.
- (i) Achievement of established small business subcontracting plan goals and reasonableness of proposed goals for the remainder of the project.

H.37 SMALL DISADVANTAGED BUSINESS PARTICIPATION TARGETS

Small Disadvantaged Business participation targets submitted by the Contractor in its proposal for purposes of evaluation for award is incorporated into this Contract as Section J, Attachment E, *Small Disadvantaged Business Participation Program Targets*. To the extent that such concerns specifically were identified in the proposal, they are also incorporated into this Contract and the Contractor shall notify the Contracting Officer of any substitutions of firms. The Contractor's performance in meeting the targets contained in its proposal and its demonstrated commitment to maximizing the participation of Small Disadvantaged Business concerns in Contract performance will be assessed as part of the expected performance under this Contract.

H.38 PHASE II COST AND FEE PROPOSAL

Concurrent with submission of the final conceptual design under Line Item 0001A, the contractor shall submit, in accordance with the instructions provided in a letter from the Contracting Officer and FAR 15.408, Table 15-2, a cost and fee proposal for the work under Line Item 0002. Separate cost data is required for each element of work: Preliminary Design, Final Design, Construction, Commissioning and the Value Engineering Program.

The contractor shall provide the proposed delivery dates for the items identified in Section C, Table C.5-1.1, Deliverables required under Phase II of the contract. The contractor shall also complete the table in Section F.1(b) Milestones and in Section J, Attachment G, Annual Funding Requirements and shall submit a revised Small and Small Disadvantaged Business Subcontracting Plan with the proposal.

H.39 ALLOWABILITY FOR TRAVEL EXPENSES

The allowability of costs for travel and per diem expenses shall be governed by the policies set forth in Section J, Attachment B, TRAVEL COMPENSATION SCHEDULE FOR THE SAVANNAH RIVER SITE. Any exception to the policy shall require written approval from the Contracting Officer.

H.40 DEMOBILIZATION UNDER LINE ITEM 0001

- (a) As described in Section B, this contract is comprised of two phases. Phase I is completion of the conceptual design work after which a downselection will occur between the two contractors submitting competing conceptual designs. The successful contractor will be authorized to commence work under Phase II (Line Item 0002). If the contractor is notified that it has not been selected to continue performance under Line Item 0002, the contractor shall immediately commence demobilization of its contract operations under Line Item 0001B. Such notification of nonselection shall constitute completion of work under Line Item 0001A. Non-selection for Phase II does not constitute termination for

convenience in accordance with FAR 52.249-6 (Cost Reimbursement), Alternate I. Therefore, the contractor that has not been selected for Phase II will not be entitled to termination settlement costs as a result of its non-selection. The contractor agrees that its sole means of recovering the expenses incident to winding down its operations under Phase I shall be the allocable and allowable costs billed to Line Item 0001B, subject to the limitations set forth in paragraphs (b) and (c) below.

- (b) In view of the phased nature of the contract work, the contractor recognizes its obligations to the Government and the taxpayers to schedule its work, manage its workforce (including any subcontracts) and otherwise establish and conduct its operations in such a manner as to minimize demobilization costs. Although the cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under Line Item 0001B; the reasonableness of such costs shall be guided by this principle of minimized demobilization costs. For example, demobilization expenses, such as but not limited to, costs associated with breaking long term facility leases, termination costs for subcontracts, severance payments for employees, significant relocation costs, etc. will be closely scrutinized, and may be determined unallowable, in whole or in part, based upon being unreasonable under the circumstances of this contract.

- (c) The contractor shall be authorized a maximum of sixty (60) calendar days to complete demobilization under Line Item 0001B, unless a longer period is authorized by the Contracting Officer for extenuating circumstances, at which time the contract performance period shall expire. Upon completion of Line Item 0001B, the only costs allocable to the contract shall be costs associated with settlement of any claims, at any level, which have not been resolved, and settlement of any final indirect rate adjustments.

H.41 GUARANTEE OF PERFORMANCE

NOTE: The following clause is applicable if a Performance Guarantee was submitted as part of the Contractor's proposal leading to this contract.

(The Contractor or the Contractor's parent organization(s) has (have) provided a Performance Guarantee Agreement in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of fee, will be satisfactorily fulfilled. The Performance Guarantee Agreement dated TBD is incorporated herein by reference and made part of this Contract.

If the Contractor is a joint venture or other similar entity where more than one company is involved, the parent companies shall assume joint and several liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of Performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

TABLE OF CONTENTS

Section	Clause	Page
	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	1
I.129	DEAR 970.5227-11 -- PATENT RIGHTS-MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000)	5
I.130	DEAR 970.5227-10 -- PATENT RIGHTS-MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (DEC 2000)	10
I.131	FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	18
I.132	FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	19
I.133	DEAR 970.5227-1 RIGHTS IN DATA—FACILITIES (DEC 2000) (DEVIATION)	19
I.134	DEAR 970.5244-1 -- CONTRACTOR PURCHASING SYSTEM (DEC 2000)	24

PART II – CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.pr.doe.gov/dear.html>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.1	FAR 52.202-1	Definitions (MAY 2001) as modified by DEAR 952.202-1	None
I.2	FAR 52.203-3	Gratuities (APR 1984)	None
I.3	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)	None
I.5	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)	None
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I.8	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (JUN 1997)	None
I.9	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)	None
I.10	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995)	None
I.11	FAR 52.215-2	Audit and Records – Negotiation (JUN 1999)	None
I.12	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.13	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data– Modifications (OCT 1997)	None
I.14	FAR 52.215-13	Subcontractor Cost or Pricing Data–Modifications (OCT 1997)	None
I.15	FAR 52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)	None
I.16	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.17	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)	None
I.18	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.19	FAR 52.216-7	Allowable Cost and Payment (MAR 2000) as modified by DEAR 952.216-7	None
I.20	FAR 52.216-8	Fixed Fee (MAR 1997)	None
I.21	FAR 52.216-10	Incentive Fee (MAR 1997)	(e) See Section B
I.22	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)	None
I.23	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2000)	None
I.24	FAR 52.219-9	Small Business Subcontracting Plan– Alternate II (OCT 2000)	None
I.25	FAR 52.219-10	Incentive Subcontracting Program (OCT 2000)	(b) 10

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.26	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)	None
I.27	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (May 2001)	(b) 0
I.28	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)	None
I.29	FAR 52.219-26	Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000)	(b) 10
I.30	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	None
I.31	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990)	(a) 0
I.32	FAR 52.222-3	Convict Labor (AUG 1996)	None
I.33	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 2000)	None
I.34	FAR 52.222-6	Davis-Bacon Act (FEB 1995)	None
I.35	FAR 52.222-7	Withholding of Funds (FEB 1988)	None
I.36	FAR 52.222-8	Payrolls and Basic Records (FEB 1988)	None
I.37	FAR 52.222-9	Apprentices and Trainees (FEB 1988)	None
I.38	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	None
I.39	FAR 52.222-11	Subcontracts (Labor Standards) (FEB 1988)	None
I.40	FAR 52.222-12	Contract Termination – Debarment (FEB 1988)	None
I.41	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)	None
I.42	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	None
I.43	FAR 52.222-15	Certification of Eligibility (FEB 1988)	None
I.44	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	None
I.45	FAR 52.222-26	Equal Opportunity (FEB 1999)	None
I.46	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)	None
I.47	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)	None
I.48	FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)	None
I.49	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)	None
I.50	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)	(b) TBD
I.51	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (APR 1998)	None
I.52	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	None
I.53	FAR 52.223-10	Waste Reduction Program (AUG 2000)	None
I.54	FAR 52.223-14	Toxic Chemical Release Reporting (OCT 2000)	None
I.55	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I.56	FAR 52.224-2	Privacy Act (APR 1984)	None
I.57	FAR 52.225-5	Trade Agreements (APR 2000)	None
I.58	FAR 52.225-11	Buy American Act – Balance of Payments Program- Construction Materials under Trade Agreements (FEB 2000)	(b)(3) None
I.59	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)	None
I.60	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000)	None
I.61	FAR 52.227-1	Authorization and Consent (JUL 1995)	None
I.62	FAR 52.227-2	Notice and Assistance Concerning Patent and Copyright Infringement (AUG 1996)	None
I.63	FAR 52.227-3	Patent Indemnity (APR 1984)	None
I.64	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	TBD/TBD
I.65	FAR 52.230-2	Cost Accounting Standards (APR 1998)	None
I.66	FAR 52.230-6	Administration of Cost Accounting Standards (NOV 1999)	None
I.67	FAR 52.232-17	Interest (JUN 1996)	None
I.68	FAR 52.232-22	Limitation of Funds (APR 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.69	FAR 52.232-23	Assignment of Claims (JAN 1986)	None
I.70	FAR 52.232-25	Prompt Payment (MAY 2001)	None
I.71	FAR 52.232-33	Payment of Electronic Funds Transfer –Central Contractor Registration (MAY 1999)	(b) the date specified for receipt of offers
I.72	FAR 52.233-1	Disputes (DEC 1998) Alternate I (DEC 1991)	None
I.73	FAR 52.233-3	Protest After Award (AUG 1996) – Alternate I (JUN 1985)	None
I.74	FAR 52.236-5	Material and Workmanship (APR 1984)	None
I.75	FAR 52.236-7	Permits and Responsibilities (NOV 1991)	None
I.76	FAR 52.236-8	Other Contracts (APR 1984)	None
I.77	FAR 52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (APR 1984)	None
I.78	FAR 52.236-19	Organization and Direction of the Work (APR 1984)	None
I.79	FAR 52.236-24	Work Oversight in Architect-Engineering Contracts (APR 1984)	None
I.80	FAR 52.236-25	Requirements for Registration of Designers (APR 1984)	None
I.81	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None
I.82	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)	None
I.83	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.84	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.85	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) – Alternate III (APR 1984)	None
I.86	FAR 52.243-6	Change Order Accounting (APR 1984)	None
I.87	FAR 52.243-7	Notification of Changes (APR 1984)	(b) 10 days. (d) 30 days.
I.88	FAR 52.244-2	Subcontracts (AUG 1998)	(e) Construction Subcontract. (k) None.
I.89	FAR 52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineering Services) (AUG 1998)	None
I.90	FAR 52-244-5	Competition in Subcontracting (DEC 1996)	None
I.91	FAR 52-244-6	Subcontracts for Commercial Items (MAY 2001)	None
I.92	FAR 52-245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) as modified by DEAR 952.245-5	None
I.93	FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984)	(a) U.S. Department of Energy...(b) U.S. Department of Energy...Contract No. DE-AC09-01SR22210 ... U.S. Department of Energy, Savannah River Operations Office, P.O. Box A, Aiken, SC 29803
I.94	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997)	None
I.95	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)	None
I.96	FAR 52.249-6	Termination (Cost Reimbursement) Alternate I (SEP 1996)	None
I.97	FAR 52.249-14	Excusable Delays (APR 1984)	None
I.98	FAR 52.251-1	Government Supply Sources (APR 1984)	None
I.99	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991)	None
I.100	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.101	DEAR 952.202-1	Definitions (JAN 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I.102	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.103	DEAR 952.204-2	Security (SEP 1997)	None
I.104	DEAR 952.204-70	Classification/Declassification (SEP 1997)	None
I.105	DEAR 952.204-74	Foreign Ownership, Control, or Influence over Contractor (APR 1984)	None
I.106	DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	None
I.107	DEAR 952.208-70	Printing (APR 1984)	None
I.108	DEAR 952.209-72	Organizational Conflict of Interest – Alternate I (JUN 1997)	(b)(1)(I) – five years
I.109	DEAR 952-216-7	Allowable Cost and Payment – Alternate II (JAN 1997)	None
I.110	DEAR 952.217-70	Acquisition of Real Property (APR 1984)	None
I.111	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None
I.112	DEAR 952.224-70	Paperwork Reduction Act (APR 1994)	None
I.113	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
I.114	Reserved		
I.115	Reserved		
I.116	DEAR 952.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)	None
I.117	DEAR 952.247-70	Foreign Travel (DEC 2000)	None
I.118	DEAR 952.249-70	Termination (APR 1994)	None
I.119	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)	None
I.120	DEAR 952.251-70	Contractor Employee Travel Discounts (DEC 2000)	None
I.121	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	None
I.122	DEAR 970.5204-3	Access to and Ownership of Records (DEC 2000)	None
I.123	DEAR 970.5223-1	Integration of Environmental, Safety and Health into Work Planning and Execution (DEC 2000)	None
I.124	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (DEC 2000)	None
I.125	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)	None
I.126	DEAR 970.5228-1	Insurance -- Litigation and Claims (DEC 2000)	None
I.127	DEAR 970.5232-3	Accounts, Records, and Inspection (DEC 2000)	None
I.128	DEAR 970.5227-8	Refund of Royalties (DEC 2000)	None

The following clause applies if the contractor is a large business.

I.129 DEAR 970.5227-11 -- Patent Rights-Management and Operating Contracts, for-Profit Contractor, Non-Technology Transfer (DEC 2000)

(a) Definitions. (1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.

(2) DOE patent waiver regulations means the Department of Energy patent waiver regulations at 10 CFR Part 784.

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

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

(5) Patent Counsel means DOE Patent Counsel assisting the contracting activity.

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

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

(b) Allocation of Principal Rights. (1) Assignment to the Government. Except to the extent that rights are retained by the Contractor by a determination of greater rights in accordance with subparagraph (b)(2) of this clause or by a request for foreign patent rights in accordance with subparagraph (d)(2) of this clause, the Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention.

(2) Greater rights determinations. The Contractor, or an Contractor employee-inventor after consultation with the Contractor and with the written authorization of the Contractor in accordance with DOE patent waiver regulations, may request greater rights, including title, in an identified subject invention than the nonexclusive license and the foreign patent rights provided for in paragraph (d) of this clause, in accordance with the DOE patent waiver regulations. Such a request shall be submitted in writing to Patent Counsel with a copy to the Contracting Officer at the time the subject invention is first disclosed to DOE in accordance with subparagraph (c)(2) of this clause, or not later than eight (8) months after such disclosure, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request by the Contractor or Contractor employee-inventor. Unless otherwise provided in the greater rights determination, any rights in a subject invention obtained by the Contractor pursuant to a determination of greater rights are subject to a nonexclusive, nontransferable, irrevocable, paid-up license to the Government to practice or have practiced the subject invention throughout the world by or on behalf of the Government of the United States (including any Government agency), and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(c) Subject Invention Disclosures. (1) Contractor procedures for reporting subject inventions to Contractor personnel. Subject inventions shall be reported to Contractor personnel responsible for patent matters within six (6) months of conception and/or first actual reduction to practice, whichever occurs first

in the performance of work under this contract. Accordingly, the Contractor shall establish and maintain effective procedures for ensuring such prompt identification and timely disclosure of subject inventions to Contractor personnel responsible for patent matters, and the procedures shall include the maintenance of laboratory notebooks, or equivalent records, and other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and the maintenance of records demonstrating compliance with such procedures. The Contractor shall submit a written description of such procedures to the Contracting Officer, upon request, for evaluation of the effectiveness of such procedures by the Contracting Officer.

(2) Subject invention disclosure. The Contractor shall disclose each subject invention to Patent Counsel with a copy to the Contracting Officer within two (2) months after the subject invention is reported to Contractor personnel responsible for patent matters, in accordance with subparagraph (c)(1) of this clause, or, if earlier, within six (6) months after the Contractor has knowledge of the subject invention, but in any event before any on sale, public use, or publication of the subject invention. The disclosure to DOE shall be in the form of a written report and shall include:

(i) the contract number under which the subject invention was made;

(ii) the inventor(s) of the subject invention;

(iii) a description of the subject invention in sufficient technical detail to convey a clear understanding of the nature, purpose and operation of the subject invention, and of the physical, chemical, biological or electrical characteristics of the subject invention, to the extent known by the Contractor at the time of the disclosure;

(iv) the date and identification of any publication, on sale or public use of the invention;

(v) the date and identification of any submissions for publication of any manuscripts describing the invention, and a statement of whether the manuscript is accepted for publication, to the extent known by the Contractor at the time of the disclosure;

(vi) a statement indicating whether the subject invention concerns exceptional circumstances pursuant to 35 U.S.C. 202(ii), related to national security, or subject to a treaty or an international agreement, to the extent known or believed by Contractor at the time of the disclosure;

(vii) all sources of funding by Budget and Resources (B&R) code; and

(viii) the identification of any agreement relating to the subject invention, including Cooperative Research and Development Agreements and Work-for-Others agreements. Unless the Contractor contends otherwise in writing at the time the invention is disclosed, inventions disclosed to DOE under this paragraph are deemed made in the manner specified in Sections (a)(1) and (a)(2) of 42 U.S.C. 5908.

(3) Publication after disclosure. After disclosure of the subject invention to the DOE, the Contractor shall promptly notify Patent Counsel of the acceptance for publication of any manuscript describing the subject invention or of any expected or on sale or public use of the subject invention, known by the Contractor.

(4) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract, and to execute all papers necessary to file patent applications claiming subject inventions or to establish the Government's rights in the subject inventions. This disclosure format shall at a minimum include the information required by subparagraph (c)(2) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(5) Contractor procedures for reporting subject inventions to DOE. The Contractor agrees to establish and maintain effective procedures for ensuring the prompt identification and timely disclosure of subject inventions to DOE. The Contractor shall submit a written description of such procedures to the Contracting Officer, upon request, for evaluation of the effectiveness of such procedures by the Contracting Officer.

(6) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to 35 U.S.C. 205 and 37 CFR 401.13.

(d) Minimum Rights of the Contractor. (1) Contractor License. (i) Request for a Contractor license. Except for subject inventions that the Contractor fails to disclose within the time periods specified at subparagraph (c)(2) of this clause, the Contractor may request a revocable, nonexclusive, royalty-free license in each patent application filed in any country claiming a subject invention and any resulting patent in which the Government obtains title, and DOE may grant or refuse to grant such a request by the Contractor. If DOE grants the Contractor's request for a license, the Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded.

(ii) Transfer of a Contractor license. DOE shall approve any transfer of the Contractor's license in a subject invention, and DOE may determine the Contractor's license is non-transferrable, on a case-by-case basis.

(iii) Revocation or modification of a Contractor license. DOE may revoke or modify the Contractor's domestic license to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 404 and DOE licensing regulations. DOE may not revoke the Contractor's domestic license in that field of use or the geographical areas in which the Contractor, its licensee, or its domestic subsidiaries or affiliates achieved practical applications and continues to make the benefits of the invention reasonably accessible to the public. DOE may revoke or modify the Contractor's license in any foreign country to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates failed to achieve practical application in that foreign country.

(iv) Notice of revocation or modification of a Contractor license. Before revocation or modification of the license, DOE shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed thirty (30) days from the date of the notice (or such other time as may be authorized by DOE for good cause shown by the Contractor) to show cause why the license should not be revoked or modified. The Contractor has the right to appeal any decision concerning the revocation or modification of its license, in accordance with applicable regulations in 37 CFR Part 404 and DOE licensing regulations.

(2) Contractor's right to request foreign patent rights. If the Government has title to a subject invention and the Government decides against securing patent rights in a foreign country for the subject invention, the Contractor may request such foreign patent rights from DOE, and DOE may grant the Contractor's request, subject to a nonexclusive, nontransferable, irrevocable, paid-up license to the Government to practice or have practiced the subject invention in the foreign country, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee. Such a request shall be submitted in writing to the Patent Counsel as part of the disclosure required by subparagraph (c)(2) of this clause, with a copy to the DOE Contracting Officer, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request, and may consider whether granting the Contractor's request best serves the interests of the United States.

(e) Examination of Records Relating to Inventions. (1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, and documents and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, or to determine Contractor (and inventor) compliance with the requirements of this clause, including proper identification and disclosure of subject inventions, and establishment and maintenance of invention disclosure procedures.

(2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.

(3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.

(f) Subcontracts. (1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.

(2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202(a)(ii).

(3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (f)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work.

(4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause.

(5) Subcontractor refusal to accept terms of patent rights clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.

(6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.

(7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention, with a copy of the notification and identification to the Contracting Officer.

(g) Atomic Energy. (1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Patent Agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (g)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(h) Publication. The Contractor shall receive approval from Patent Counsel prior to releasing or publishing information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract, to ensure such release or publication does not adversely affect the patent interests of DOE or the Contractor.

(i) Communications. The Contractor shall direct any notification, disclosure, or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity, with a copy of the communication to the Contracting Officer.

(j) Reports. (1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and/or a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period. The interim report shall state whether the Contractor's invention disclosures were submitted to DOE in accordance with the requirements of subparagraphs (c)(1) and (c)(5) of this clause.

(2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract or within three (3) months of the date of completion of the contracted work, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and/or a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.

(k) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

(l) Classified Inventions. (1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.

(2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

(3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.

(m) Patent Functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.

(n) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

(End of Clause)

The following clause applies if the contractor is a small business or non-profit organization.

I.130 DEAR 970.5227-10 -- PATENT RIGHTS-MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (DEC 2000)

(a) Definitions.

(1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.

(2) Exceptional circumstance subject invention means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under *35 U.S.C. 202(a)(ii)* and in accordance with 37 CFR 401.3(e).

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

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

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

(6) Patent Counsel means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity.

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

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

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

(b) Allocation of Principal Rights.

(1) Retention of title by the Contractor. Except for exceptional circumstance subject inventions, the contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(2) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor in a determination of exceptional circumstances or granted to a contractor through a determination of greater rights in accordance with subparagraph (b)(4) of this clause, the Contractor does not have a right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.

(i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions:

(A) uranium enrichment technology;

(B) storage and disposal of civilian high-level nuclear waste and spent fuel technology; and

(C) national security technologies classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168).

(ii) Inventions made under any agreement, contract or subcontract related to the following are exceptional circumstance subject inventions:

(A) DOE Steel Initiative and Metals Initiative;

(B) U.S. Advanced Battery Consortium; and

(C) any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI).

(iii) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, tasks, or other classifications for the purpose of determining DOE exceptional circumstance subject inventions.

(3) Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at Appendix [Insert Reference] to this contract. DOE reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract and to effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations [*81060] under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

(4) Contractor request for greater rights in exceptional circumstance subject inventions. The Contractor may request rights greater than allowed by the exceptional circumstance determination in an exceptional circumstance subject invention by submitting such a request in writing to Patent Counsel at the time the exceptional circumstance subject invention is disclosed to DOE or within eight (8) months after conception or first actual reduction to practice of the exceptional circumstance subject invention, whichever occurs first, unless a longer period is authorized in writing by the Patent Counsel for good

cause shown in writing by the Contractor. DOE may, in its discretion, grant or refuse to grant such a request by the Contractor.

(5) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in an exceptional circumstance subject invention, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights, including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may, in its discretion, grant or refuse to grant such a request by the Contractor employee-inventor.

(6) Government assignment of rights in Government employees' subject inventions. If a Government employee is a joint inventor of a subject invention or of an exceptional circumstance subject invention to which the Contractor has rights, the Government may assign or refuse to assign to the Contractor any rights in the subject invention or exceptional circumstance subject invention acquired by the Government from the Government employee, in accordance with 48 CFR 27.304-1(d). The rights assigned to the Contractor are subject to any provision of this clause that is applicable to subject inventions in which the Contractor retains title, including reservation by the Government of a nonexclusive, nontransferable, irrevocable, paid-up license, except that the Contractor shall file its initial patent application claiming the subject invention or exceptional circumstance invention within one (1) year after the assignment of such rights. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the Government employee, as DOE deems appropriate.

(c) Subject Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.

(1) Subject invention disclosure. The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s) and all sources of funding by B&R code for the invention. It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. The disclosure shall include a written statement as to whether the invention falls within an exceptional circumstance field. DOE will make a determination and advise the Contractor within 30 days of receipt of an invention disclosure as to whether the invention is an exceptional circumstance subject invention. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor. The Contractor shall obtain approval from Patent Counsel prior to any release or publication of information concerning any nonelectable subject invention such as an exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.

(2) Election by the Contractor. Except as provided in paragraph (b)(2) of this clause, the Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

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

(4) Contractor's request for an extension of time. Requests for an extension of the time for disclosure, election, and filing under subparagraphs (c)(1), (2) and (3) may, at the discretion of Patent Counsel, be granted.

(5) Publication Approval. During the course of the work under this contract, the Contractor or its employees may desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor, approval for release or publication shall be secured from the Contractor personnel responsible for patent matters prior to any such release or publication. Where DOE's approval of publication is requested, DOE's response to such requests for approval shall normally be provided within 90 days except in circumstances in which a domestic patent application must be filed in order to protect foreign rights. In the case involving foreign patent rights, DOE shall be granted an additional 180 days with which to respond to the request for approval, unless extended by mutual agreement.

(d) Conditions When the Government May Obtain Title.

The Contractor will convey to the DOE, upon written request, title to any subject invention-

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

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

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

(4) If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention to which the Contractor had initially retained title or rights, or in an exceptional circumstance subject invention to which the Contractor was granted greater rights, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.

(e) Minimum Rights of the Contractor and Protection of the Contractor's Right to File.

(1) Request for a Contractor license. The Contractor may request the right to reserve a revocable, nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. DOE may grant or refuse to grant such a request by the Contractor. When DOE approves such reservation, the Contractor's license will normally extend to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the contractor's business to which the invention pertains.

(2) Revocation or modification of a Contractor license. The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and DOE licensing regulations at 10 CFR Part 781. This license

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

(3) Notice of revocation or modification of a Contractor license. Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and DOE licensing regulations at 10 CFR part 781 concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest.

(1) Execution of delivery of title or license instruments. The Contractor agrees to execute or to have executed, and promptly deliver to the Patent Counsel all instruments necessary to accomplish the following actions:

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and

(ii) convey title to DOE when requested under subparagraphs (b) or paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) Notification of discontinuation of patent protection. The contractor will notify the Patent Counsel of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) Notification of Government rights. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(5) Invention Identification Procedures. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a written description of such procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.

(6) Invention Filing Documentation. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents:

(i) the filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);

(ii) an executed and approved instrument fully confirmatory of all Government rights in the subject invention; and

(iii) the patent number, issue date, and a copy of any issued patent claiming the subject invention.

(7) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to the confidentiality provision at 35 U.S.C. 205 and 37 CFR Part 40.

(g) Subcontracts.

(1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.

(2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202 and subparagraph (b)(2) of this clause. The subcontractor retains all rights provided for the contractor in the patent rights clause at 48 CFR 952.227-11.

(3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work. For subcontracts subject to exceptional circumstances, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause.

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

(5) Subcontractor refusal to accept terms of patent clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.

(6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.

(7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention.

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

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

(j) March-in Rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any DOE supplemental regulations to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that-

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

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

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

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

(k) Special Provisions for Contracts With Nonprofit Organizations. If the Contractor is a nonprofit organization, it agrees that-

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

(2) Small business firm licensees. It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the

capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(2).

(3) Contractor licensing of subject inventions. To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.

(l) Communications. The Contractor shall direct any notification, disclosure or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity.

(m) Reports.

(1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period.

(2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.

(n) Examination of Records Relating to Subject Inventions. (1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor compliance with any requirement of this clause.

(2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, including exceptional circumstance subject inventions, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.

(3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.

(4) Power of inspection. With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.

(o) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or product manufactured at the facility (1) to practice or have practiced by or for the

Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

(p) Atomic Energy.

(1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Patent agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (p)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(q) Classified Inventions. (1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.

(2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

(3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.

(r) Patent Functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.

(s) Educational Awards Subject to 35 U.S.C. 212. The Contractor shall notify the Contracting Officer prior to the placement of any person subject to 35 U.S.C. 212 in an area of technology or task (1) related to exceptional circumstance technology or (2) which is subject to treaties or international agreements as set forth in paragraph (b)(3) of this clause or agreements other than funding agreements. The Contracting Officer may disapprove of any such placement.

(t) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

I.131 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives 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 clause.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

I.132 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter ___) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.133 DEAR 970.5227-1 RIGHTS IN DATA—FACILITIES (DEC 2000) (DEVIATION)

- (a) Definitions.
 - (1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
 - (2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
 - (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term "data" does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
 - (4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (e) of this clause.
 - (5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of paragraph (f) of this clause.
 - (6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
 - (7) Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly,

in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have:

- (i) Ownership of all technical data and computer software first produced in the performance of this Contract;
- (ii) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Work for Others Program;
- (iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;
- (iv) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (e) of this clause ("Rights in Limited Rights Data") or paragraph (f) of this clause ("Rights in Restricted Computer Software"); and
- (v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.

(2) The Contractor shall have:

- (i) The right to withhold limited rights data and restricted computer software unless otherwise provided in accordance with the provisions of this clause; and
- (ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data.

- (3) The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE Contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.
- (c) Copyrighted Material.
- (1) The Contractor shall not, without prior written authorization of the Patent Counsel, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the Contractor.
 - (2) The Contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the contracting officer to include such material in the technical data or computer software prior to its delivery.
- (d) Subcontracting.
- (1) Unless otherwise directed by the contracting officer, the Contractor agrees to use this clause in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data.
 - (2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:
 - (i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and
 - (ii) Not proceed with the subcontract without the written authorization of the contracting officer.
 - (3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data or restricted computer software for their private use.
- (e) Rights in Limited Rights Data. Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby

grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth. All such limited rights data shall be marked with the following "Limited Rights Notice":

Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. DE-AC09-02SR22210 with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

- (a) Use (except for manufacture) by support services contractors within the scope of their contracts;
- (b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (c) This "limited rights data" may be disclosed to other contractors participating in the Government's Salt Waste Processing Facility Program including preliminary design, final design, construction and operation, for information or use in connection with the work performed under their contracts and to prospective bidders on any contractors for this Program and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and
- (e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government. This Notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

(f) Rights in Restricted Computer Software. (1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice":

Restricted Rights Notice-Long Form

(a) This computer software is submitted with restricted rights under Department of Energy Contract No. DE-AC09-02SR22210. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.

(b) This computer software may be:

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

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

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

(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by other contractors in the DOE's Salt Waste Processing Facility Program for use in that program in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

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

(End of Notice)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used.

Restricted Rights Notice-Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No. DE-AC09-02SR22210 with (name of Contractor).

(End of Notice)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr), in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor

includes the following statement with such copyright notice "Unpublished-rights reserved under the Copyright Laws of the United States."

(g) Relationship to patents. Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

I.134 DEAR 970.5244-1 -- CONTRACTOR PURCHASING SYSTEM (DEC 2000)

(a) General. The contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR 970.44. The contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to DOE in accordance with 48 CFR 970.4401-1. The contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the contractor submit for approval any or all purchases under this contract. The contractor shall not purchase any item or service the purchase of which is expressly prohibited by the written direction of DOE and shall use such special and directed sources as may be expressly required by the DOE contracting officer. DOE will conduct periodic appraisals of the contractor's management of all facets of the purchasing function, including the contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the contracting officer, through the contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (x) of this clause.

(b) Acquisition of utility services. Utility services shall be acquired in accordance with the requirements of 48 CFR 970.41.

(c) Acquisition of Real Property. Real property shall be acquired in accordance with 48 CFR Subpart 917.74.

(d) Advance Notice of Proposed Subcontract Awards. Advance notice shall be provided in accordance with 48 CFR 970.4401-3.

(e) Audit of Subcontractors. (1) The contractor shall provide for:

(i) periodic post-award audit of cost-reimbursement subcontractors at all tiers, and

(ii) audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.

(2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The contractor shall provide, in appropriate cases, for the timely involvement of the contractor and the DOE contracting officer in resolution of subcontract cost allowability.

(3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE

contracting officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the contractor.

(4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR Part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR Part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 970.3102-3-21(b).

(f) Bonds and Insurance. (1) The contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed priced and unit-priced construction subcontracts in excess of \$100,000. The contractor shall consider the use of performance bonds in fixed price nonconstruction subcontracts, where appropriate.

(2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of \$100,000 a payment bond shall be obtained on Standard Form 25A modified to name the contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).

(3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts, greater than \$25,000, but not greater than \$100,000, the contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.

(4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.

(g) Buy American. The contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-3 and 48 CFR 52.225-5. The contractor shall forward determinations of nonavailability of individual items to the DOE contracting officer for approval. Items in excess of \$100,000 require the prior concurrence of the Head of Contracting Activity. If, however, the contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the contractor to make determinations of nonavailability for individual items valued at \$100,000 or less.

(h) Construction and Architect-Engineer Subcontracts. (1) Independent Estimates. A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.

(2) Specifications. Specifications for construction shall be prepared in accordance with the DOE publication entitled "General Design Criteria Manual."

(3) Prevention of Conflict of Interest. (i) The contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a "turnkey" subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.

(ii) The contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.

(iii) The contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships of the construction

subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.

(i) Contractor-Affiliated Sources. Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.

(j) Contractor-Subcontractor Relationship. The obligations of the contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors). Subcontracts shall be in the name of the contractor, and shall not bind or purport to bind the Government.

(k) Government Property. Identification, inspection, maintenance, protection, and disposition of Government property shall conform with the policies and principles of 48 CFR Part 45, 48 CFR 945, the Federal Property Management Regulations 41 CFR Chapter 101, the DOE Property Management Regulations 41 CFR Chapter 109, and their contracts.

(l) Indemnification. Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.

(m) Leasing of Motor Vehicles. Contractors shall comply with 48 CFR 8.11 and 48 CFR 908.11.

(n) Make-or-Buy Plans. Acquisition of property and services shall be obtained on a least-cost basis, consistent with the requirements of the "Make-or-Buy Plan" clause of this contract and the contractor's approved make-or-buy plan.

(o) Management, Acquisition and Use of Information Resources. Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.

(p) Priorities, Allocations and Allotments. Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.

(q) Purchase of Special Items. Purchase of the following items shall be in accordance with the following provisions of 48 CFR 908.71 and the Federal Property Management Regulations, 41 CFR Chapter 101:

- (1) Motor vehicles-48 CFR 908.7101
- (2) Aircraft-48 CFR 908.7102
- (3) Security Cabinets-48 CFR 908.7106
- (4) Alcohol-48 CFR 908.7107
- (5) Helium-48 CFR 908.7108
- (6) Fuels and packaged petroleum products-48 CFR 908.7109
- (7) Coal-48 CFR 908.7110
- (8) Arms and Ammunition-48 CFR 908.7111

(9) Heavy Water-48 CFR 908.7121(a)

(10) Precious Metals-48 CFR 908.7121(b)

(11) Lithium-48 CFR 908.7121(c)

(12) Products and services of the blind and severely handicapped-41 CFR 101-26.701

(13) Products made in Federal penal and correctional institutions-41 CFR 101-26.702

(r) Purchase vs. Lease Determinations. Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease vs. purchase determinations. Such determinations shall be made:

- (1) at time of original acquisition;
- (2) when lease renewals are being considered; and
- (3) at other times as circumstances warrant.

(s) Quality Assurance. Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.

(t) Setoff of Assigned Subcontractor Proceeds. Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.

(u) Strategic and Critical Materials. The contractor may use strategic and critical materials in the National Defense Stockpile.

(v) Termination. When subcontracts are terminated as a result of the termination of all or a portion of this contract, the contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR Subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR Subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the contracting officer.

(w) Unclassified Controlled Nuclear Information. Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.

(x) Subcontract Flowdown Requirements. In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the contractor shall include the following clauses in subcontracts, as applicable:

- (1) Davis-Bacon clauses prescribed in 48 CFR 22.407.
- (2) Foreign Travel clause prescribed in 48 CFR 952.247-70.
- (3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).
- (4) Service Contract Act clauses prescribed in 48 CFR 22.1006.
- (5) State and local taxes clause prescribed in 48 CFR 970.2904-1.

(6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b).

PART III – LIST OF DOCUMENTS, EXHIBITS, ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

TABLE OF CONTENTS

Section	Description
Attachment A	List of Acronyms
Attachment B	Travel Compensation Schedule for the Savannah River Site
Attachment C	Davis-Bacon Wage Rate Determination
Attachment D	Small Business Subcontracting Plan
Attachment E	Small Disadvantaged Business Participation Program Targets
Attachment F	Key Personnel
Attachment G	Funding Profile
Attachment H	Listing of SWPF Pre-Conceptual Design and Supporting Information
Attachment I	Performance Guarantee Agreement (See Clause H.41)

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT A – LIST OF ACRONYMS

The following list of acronyms may be used in this contract.

ACWP	Actual Cost of Work Performed
ADR	Alternative Dispute Resolution
AFL-CIO	American Federation of Labor-Congress of Industrial Organizations
ALARA	As Low As Reasonably Achievable
ASME	American Society of Mechanical Engineers
ANSI	American National Standards Institute
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
B&R	Budgeting and Reporting
CD-ROM	Compact Disc-Read Only Memory
CERCLA	<i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i>
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer Representative
CPI	Cost Performance Index
CPIF	Cost Plus Incentive Fee
CSPI	Cost and Schedule Performance Index
DEAR	Department of Energy Acquisition Regulation
DNFSB	Defense Nuclear Facilities Safety Board
DOE	U.S. Department of Energy
DQO	Data Quality Objectives
EMR	Experience Modification Rate
EPA	U.S. Environmental Protection Agency
EPCRA	<i>Emergency Planning and Community Right-To-Know Act of 1986</i>
ERISA	<i>Employee Retirement Income Security Act of 1974</i>
ES&H	Environment(al), Safety and Health
ESH&Q	Environment(al), Safety, Health and Quality
FAR	Federal Acquisition Regulation
FOCI	Foreign Ownership, Control or Influence
FY	Fiscal Year
HLW	High-Level Waste
HUBZone	Historically Underutilized Business Zone
HWMA	<i>Hazardous Waste Management Act</i>
ICD	Interface Control Document
ISMS	Integrated Safety Management System
JOBBS	Job Opportunities Bulletin Board System
LDR	Land Disposal Restrictions
MEPP	Multiple Employer Pension Plan
M&O	Management and Operating
MS	Mail Stop
MSDS	Material Safety Data Sheet
NEPA	<i>National Environmental Policy Act of 1969</i>
NQA	Nuclear Quality Assurance
NOC	Notice of Construction
NOV	Notice of Violation
NOAV	Notice of Alleged Violation
NRC	Nuclear Regulatory Commission
NTE	Not to Exceed
OCI	Organizational Conflict of Interest
OSHA	Occupational, Safety and Health Administration
PBS	Project Breakdown Structure

PSD	Prevention of Significant Deterioration
PAAA	<i>Price Anderson Amendments Act of 1988</i>
PL	Public Law
PCB	Polychlorinated biphenyls
PPA	<i>Pollution Prevention Act of 1990</i>
ppm	Parts Per Million
QARD	Quality Assurance Requirements and Description for the Civilian Radioactive Waste Management Program
RCRA	<i>Resource Conservation and Recovery Act of 1976</i>
RFP	Request for Proposal
ROD	Record of Decision
SAS	Safeguards and Security
SEB	Source Evaluation Board
SF	Standard Form
SIC	Standard Industrial Classification
SPI	Schedule Performance Index
SR	Savannah River Operations Office
SRD	Safety Requirements Document
SRS	Savannah River Site
SWPF	Salt Waste Processing Facility
TBD	To Be Determined
TIN	Taxpayer Identification Number
TRU	Transuranic (waste)
TSCA	<i>Toxic Substances Control Act of 1976</i>
TSR	Technical Safety Requirements
UCNI	Unclassified Controlled Nuclear Information
USC	United States Code
WBS	Work Breakdown Structure

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT B

TRAVEL COMPENSATION SCHEDULE FOR THE SAVANNAH RIVER SITE

These provisions establish standards by which transportation and per diem costs shall be allowable costs under the contract.

- I. DEFINITIONS:
- A. ASSIGNMENT
The number of continuous calendar days that employees of the contractor will provide support to the Savannah River Site.
 - B. BUSINESS TRAVEL STATUS
Assignments associated with work under an SR contract of 30 continuous calendar days or less.
 - C. TEMPORARY ASSIGNMENT STATUS
Assignments associated with work under an SR contract of 31 continuous calendar days or more. (Includes one trip home per month, if allowable.)
 - D. PRINCIPAL PLACE OF BUSINESS
The normal place of employment where the employee commutes to and from work on a daily basis when not at SRS.
 - E. PERMANENT RESIDENCE
The dwelling that the employee of the Contractor will return to upon completion of the assignment at Savannah River Site (SRS).
 - F. DUPLICATE EXPENSES
Lodging, Meals and Incidental costs, incurred in addition to those costs associated with the "Permanent Residence", which are a direct result of being on "Temporary Assignment" or "Business Travel" status while performing work under a DOE contract.
 - G. FAR
Federal Acquisition Regulations
 - H. FTR
Federal Travel Regulations
- II. PER DIEM ENTITLEMENT:
- A. A Contractor may be entitled to reimbursement for per diem for any employee working at SRS or other facility under a Contract if the Contractor employee meets the following conditions:
 - 1. The employee is not performing work at his/her "Principal Place of Business";
 - 2. *The employee maintains a "Permanent Residence":*
 - (a) that is located more than 100 miles from Building 703-A at SRS, as determined by standard mileage tables (SRS is defined to be 18 miles from Aiken, SC);
 - (b) for which the employee incurs expenses in the form of monthly mortgage payments, rental expenses, or property taxes (if there is no mortgage), and
 - (c) the employee incurs "Duplicate Expenses";
 - 3. The employee does not commute daily to the DOE work location from the "Permanent Residence".
 - B. Employees on Temporary Assignment Status must document the expenses associated with the "Permanent Residence" by submittal of one of the following to the Contractor upon initial assignment:
 - 1. Proof of monthly mortgage payment,
 - 2. A current rental agreement which obligates the employee to pay rent for a "Permanent Residence", or
 - 3. Evidence of property tax liability for a "Permanent Residence". The employee requesting per diem must certify the incurrence of costs associated with his/her "Permanent Residence". Per Diem Eligibility Certifications shall be maintained by

the Contractor. Certifications must be provided to DOE for review upon request. DOE reserves the right to audit all Contractor employee Per Diem Eligibility Certifications as well as all documents submitted thereunder and to contact all parties providing such documents.

- C. Prior to requesting reimbursement of per diem, Contractor shall review all documentation for compliance with the eligibility requirements set forth herein. Invoices shall contain the names of the individuals for which per diem is being claimed.
- D. Contractor employees shall be reimbursed for per diem only so long as they continue to be eligible. Contractor shall require each Contractor employee to promptly provide written notification of any change which may affect his/her eligibility.
- E. Contractor is entitled to receive reimbursement for per diem for eligible employees during the continuous term of the employee's assignment to SRS, including weekends and holidays. However, per diem is not reimbursable for any vacation or personal absence, nor for periods covering trips home. Furthermore, per diem shall not be paid for days not worked due to illness of more than one (1) consecutive work day unless the absence is supported by a written physician's statement. In addition, Contractor employees must work a minimum of four (4) hours each workday to be eligible for per diem for that day.

III. REIMBURSEMENT FOR PER DIEM:

A. ASSIGNMENTS TO THE SAVANNAH RIVER SITE

- 1. Business Travel Status
Reimbursement for per diem shall be in accordance with the applicable Federal Travel Regulation Rates for the Savannah River Site, in effect at the time of travel. Lodging shall be reimbursed at the actual cost incurred not to exceed the applicable FTR rates; receipts for such lodging shall be provided.
- 2. Temporary Assignment Status
Reimbursement shall be a flat \$55/day, without receipts.

B. TRAVEL TO LOCATIONS OUTSIDE THE SRS AREA

- 1. For business travel to locations outside the SRS area, when required in the performance of the contract, reimbursement shall be in accordance with the applicable FTR rates applicable to that location, or the Contractor's corporate rate, whichever is less.
- 2. When a Contractor employee on temporary assignment to SRS is required to perform duties on business travel at locations outside the SRS area, the employee's \$55 per diem shall be reduced to \$33 for each day he/she is away from the temporary assignment at SRS, provided they maintain their SRS temporary residence during this absence.

C. CONTRACT EXTENSIONS

- 1. Business Travel Status
If a Business Travel assignment is extended, the total cumulative contractual period remaining at the time of contract extension will determine the reimbursement rate for per diem. For example, if the initial assignment is for 30 days, and the assignment is extended for 30 days on the 20th day (40 days total remaining at time of extension), the Temporary Assignment per diem rates would apply for the remainder of the assignment: i.e., \$55 commencing on the 21st day.
- 2. Temporary Assignment Status
Per diem for extensions to temporary assignments will continue to be reimbursed at the temporary assignment rate.

- D. Reimbursement for per diem shall be limited to one (1) year for contractor personnel on temporary assignment, unless otherwise approved by the DOE.

IV. REIMBURSEMENT FOR TRANSPORTATION EXPENSES:

A. GENERAL

Reimbursable transportation expenses include local transit system and taxi fares and fees for parking, tolls, ferries, etc. in addition to expenses detailed in sections B, C and D below. Travel to and from SRS on a daily basis for the purpose of reporting to work shall not be reimbursed.

B. AIRFARE

Receipt required. Allowable costs for air travel will be limited to the lowest available airfare. Such costs shall not be construed as authorization of first class airfare without the express approval of DOE. Such approval shall be based on the requirements set forth in FAR 31.205-46. To the extent reasonable, the Contractor will make use of commercial discount airfares, Government contract airfares, and customary standard airfares. Airfare costs in excess of the above standard must be justified in writing and approved in advance of travel by DOE.

C. RENTAL CARS

Receipt required. DOE shall reimburse Contractor employees for rental car use while on "Business Travel" only. Rental car expenses are allowable if the nature of the travel or the location of the business is such that the use of public transportation is not cost effective or practical, considering the traveler's time. Only lowest available car rates are allowable. Exceptions to the use of lowest available car rates may only be made when

- (a) more than two employees are traveling together;
- (b) extra equipment is being transported by the traveler; or
- (c) the traveler has a medical/health condition that prohibits the use of a lowest available car rate. When the lowest car rate is unavailable, the next higher class of car may be used. If the lowest class car is not used and a higher rate is paid, written justification must be submitted to justify the additional expense. To avoid costly rental car agency refueling charges the Contractor should encourage its employees to refuel his/her rental car.

D. PERSONAL VEHICLES

1. The allowance for the use of personal automobile shall be reimbursed in accordance with the applicable Federal Travel Regulation Rates, Part 301-4. Such allowance shall be based on the mileage between the authorized points of travel as listed in Rand-McNally standard distance charts. A variation of ten percent, if reasonable under the circumstances, is allowable, except when a longer route is necessitated by road or weather conditions.
2. Additional allowances shall be made for daytime and overnight parking and for ferry, toll road, tunnel, or toll bridge charges. In the event two or more persons travel in one automobile, only one mileage allowance will be paid.
3. The allowance for an employee on official travel who uses a privately owned automobile for the employee's own convenience in lieu of commercial transportation will be air coach fare plus a reasonable allowance for other normal travel costs, such as for taxi fare, required to get to the airport and to the point of destination and origin, or the applicable mileage rate, whichever is less. In such instances, reimbursement of per diem will be limited to the time required as if the employee had used air transportation.
4. DOE shall **only** reimburse Contractor for its employees' initial transportation costs from their permanent residence to the temporary residence at SRS and for the same transportation trip for the final return to the permanent residence at the completion of the assignment to SRS. If a Contractor employee moves his/her permanent residence to the local SRS area during his/her assignment, return to the point of origin shall not be reimbursed.

V. FOREIGN TRAVEL:

Foreign travel, when required under the Contract, shall be subject to the prior approval of DOE for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions. Requests for approval shall be submitted at least 60 days prior to the planned departure date, on a Request for Approval of Foreign Travel Form (DOE F 1512.1).

VI. RETURN TRIPS HOME:

Contractor employees on "Temporary Assignment" may be entitled to periodic trips to their "Permanent Residence" location only. DOE shall reimburse eligible Contractor employees for transportation expenses for not more than one (1) trip home per month while on assignment at SRS. DOE will NOT reimburse the Contractor for employee travel to locations other than the "Permanent Residence". A monthly trip home shall not be allowed if taken within two (2) weeks of the end of the assignment. Any exceptions require the prior written consent of the DOE. Evidence of actual travel to the "Permanent Residence" shall be verified by Contractor before reimbursement is made to the Contractor employee. DOE shall not reimburse Contractor for personal trips home for those Contractor employees who have been relocated under a DOE contract. Eligibility for return trip(s) home is not transferable from one Contractor employee to another.

VII. RELOCATION:

Subpart 31.205 of the FAR prohibits reimbursement for relocation costs for less than twelve (12) month assignments. DOE reserves the right to waive this restriction if the Contractor provides DOE with a cost comparison which shows that it is cost effective to relocate a Contractor employee versus paying the Contractor employee per diem. On any proposed assignment greater than twelve (12) months, the Contractor must provide DOE with a cost comparison to determine if the proposed Contractor employee should be placed on per diem or should be relocated to the SRS area. For the purpose of cost comparisons, relocation costs are to be computed in accordance with the Contractor's standard corporate policy, subject to the limitations contained in Subpart 31.205 of the FAR.

VIII. RECEIPTS:

Receipts for costs of less than \$25 are not required unless specifically requested by DOE. Additionally, unless requested by DOE, receipts are not required to be submitted with invoices under cost reimbursement contracts which are subject to final audit. However, under these contracts, the Contractor must retain the receipts and provide them upon request to support billings and/or cost incurred audits. These standards do not relieve the Contractor of its responsibility to retain whatever documentation is considered necessary to support cost incurred audits or to satisfy the rules and regulations of other US Government agencies or any Local, State or Federal Law.

**SECTION J – LIST OF ATTACHMENTS
ATTACHMENT C
DAVIS-BACON WAGE RATE DETERMINATION**

The Davis-Bacon Wage Determination applicable to construction work under this contract will be incorporated into this contract prior to submission of prices for Phase II work under this contract.

**SECTION J – LIST OF ATTACHMENTS
ATTACHMENT D – SMALL BUSINESS SUBCONTRACTING PLAN**

The Offeror's Small Business Subcontracting Plan dated February 28, 2002, is attached hereto.

**SECTION J – LIST OF ATTACHMENTS
ATTACHMENT E**

SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS

The Offeror's Small Disadvantaged Business Participation Program Targets are attached hereto.

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT F – KEY PERSONNEL

Name	Position
Charles H. Terhune III	Project Manager
Mona Johnson	ESH&Q Manager
Andrea Georgopoulos	Project Controls
Dan Jensen	Technology Manager
Phil Dovaston	Processing Engineering
Clark E. Swenson	Engineering & Design Manager
Edward Sparks	Construction Manager
Robert Anderson	Commissioning Manager
John Kasper	EPC Manager
Douglas Madrigal	Principal Contracts Administrator

SECTION J – LIST OF ATTACHMENTS
ATTACHMENT G – FUNDING PROFILE

Fiscal Year (FY)	Annual Funding Requirements (\$000)
2003	TBD
2004	TBD
2005	TBD
2006	TBD
2007	TBD
2008	TBD
2009	TBD
2010	TBD

TBD = To Be Determined during Phase II negotiations.

**SECTION J – LIST OF ATTACHMENTS
ATTACHMENT H**

LISTING OF SWPF PRE-CONCEPTUAL DESIGN AND SUPPORTING INFORMATION

The following SPP Design Data will be transitioned from site M&O Contractor to the Contractor subsequent to award.

No.	Document Title	Document Number
1	Pre-Conceptual Design Package (PCDP)	WSRC-RP-2001-00180 Rev 2
1a	Hazard Baseline Document (Ref _{12.14})	S-HAD-S-00004 Rev A
1b	Preliminary Vulnerability Analysis (Ref _{12.33})	TSD-SST-2000-00156
1c	Site Selection for the SWPF (Ref _{12.50})	WSRC-RP-99-00513, Rev 1
2	Facility Design Description (FDD)	G-FDD-J-00001 Rev B
2a	Salt Disposition Interface Requirements (Ref _{A.2.2})	WSRC-RP-98-00164 Rev 0
2b	Use of NRC Licensing Standards on the SPP (Ref _{A.2.6})	HLW-SDT-99-0062 Rev 1
2c	Solvent Washing Recommendation (Ref _{A.2.20})	HLW-SDT-2001-00049
3	Bases, Assumptions and Results (BAR)	WSRC-RP-99-00006, Rev 3
3a	Preliminary Siting Characterization (Ref ₂₀)	K-TRT-S-00001 Rev 0
3b	Preliminary Source Terms for SPP EIS (Ref ₃₁)	HLW-SDT-99-0161 Rev 5
3c	Accident Sequence Frequency for SPP EIS (Ref ₃₂)	S-CLC-G-00187 Rev 1
3d	Preliminary Report on MST Kinetics (Ref ₆₆)	WSRC-TR-98-00347 Rev 0
3e	Alternatives for Feed Clarification (Ref ₆₇)	HLW-SDT-99-00289
3f	Simulant Testing of MST Adsorption Kinetics (Ref ₆₉)	WSRC-TR-2000-00142 Rev 0
3g	Effect of Sludge-MST on Filtration Rates (Ref ₇₀)	WSRC-TR-99-00342 Rev 0
3h	Improving Filtration Rates with Chemicals (Ref ₇₁)	WSRC-TR-99-00343 Rev 0
3i	Improving Filtration Rates with Flocculants (Ref ₇₂)	WSRC-TR-2001-00175 Rev 0
3j	Filtration Demonstration – MST & Sludge (Ref ₇₃)	WSRC-TR-2001-00212 Rev 0
3k	Resuspension & Settling of MST-Sludge (Ref ₇₄)	ORNL/TM-1999/166 Rev 0
3l	Testing of CSSX Process (Ref ₁₁₇)	WSRC-TR-98-00368 Rev 0
3m	Demonstration of CSSX with SRS HLW (Ref ₁₁₈)	WSRC-TR-2001-00223 Rev 0
3n	Interim Report of Solvent Thermal Stability (Ref ₁₂₀)	IOM from ORNL 8/15/2000
3o	CSSX Properties Progress FY2000 FY2001 (Ref ₁₂₁)	CERS/SR/SX/019
3p	Hot Cell Tests with Irradiated Simulant (Ref ₁₂₂)	CERS/SR/SX/021
3q	Radiation Stability of Calixarene (Ref ₁₂₃)	WSRC-TR-98-00371 Rev 0
3r	Interim Report of Solvent Radiation Stability (Ref ₁₂₄)	IOM from ORNL 6/26/2000
3s	Salt Blending Basis System Plan Revision (Ref ₁₂₆)	HLW-SDT-2001-00146 Rev 1
4	Salt Processing Automation Strategy	HLW-SDT-2000-00392 Rev 1
5	Remove Organic Removal Capability from Baseline	HLW-SDT-2001-00216
6	Remove Acid Wash Capability from Baseline	HLW-SDT-2001-00210
7	Waste Characterization Action Plan	HLW-SDT-2001-00207 Rev 0
8	HVAC Chilled Water Sys –DID	HLW-SDT-2001-00069 Rev A

No.	Document Title	Document Number
9	HVAC Chilled Water Sys –SOW	M-SOW-J-00007 Rev A
10	Process Chilled Water Sys – DID	HLW-SDT-2001-00111 Rev A
11	Process Chilled Water Sys – SOW	M-SOW-J-00008 Rev A
12	Process Water System – DID	HLW-SDT-2001-00149 Rev A
13	Process Water System – SOW	M-SOW-J-00009 Rev A
14	Process Cooling Water Sys – DID	HLW-SDT-2001-00175 Rev A
15	Process Cooling Water Sys – SOW	M-SOW-J-00010 Rev A
16	Neutralized Well Water Sys – DID	HLW-SDT-2001-00204 Rev A
17	Neutralized Well Water Sys – SOW	M-SOW-J-00011 Rev A
18	Regulated Drains Sys – DID	HLW-SDT-2001-00211 Rev A
19	Regulated Drains Sys – SOW	M-SOW-J-00012 Rev A
20	Process Vessel Vent Sys – DID	HLW-SDT-2001-00238 Rev A
21	Process Vessel Vent Sys – SOW	M-SOW-J-00013 Rev A
22	Cold Feed Vent Sys – DID	HLW-SDT-2001-00260 Rev A
23	Cold Feed Vent Sys – SOW	M-SOW-J-00014 Rev A
24	Domestic Water Sys - SDD	G-SYD-J-00001 Rev A
25	Domestic Water Sys - SOW	M-SOW-J-00002 Rev A
26	Admin & Misc Bldg HVAC - SDD	G-SYD-J-00002 Rev A
27	Admin & Misc Bldg HVAC - SOW	M-SOW-J-00001 Rev A
28	Process Building - SDD	G-SYD-J-00003 Rev A
29	Process Building – SOW	N/A
30	Plant & Instrument Air Sys - SDD	G-SYD-J-00004 Rev A
31	Plant & Instrument Air Sys - SOW	M-SOW-J-00005 Rev A
32	Integrated Control Sys - SDD	G-SYD-J-00005 Rev A
33	Integrated Control Sys – SOW	J-SOW-J-00001 Rev A
34	Manufacturing & Engr Sys - SDD	G-SYD-J-00006 Rev A
35	Manufacturing & Engr Sys – SOW	SOW-J-00003 Rev A
36	Simulator Sys - SDD	G-SYD-J-00007 Rev A
37	Simulator Sys – SOW	J-SOW-J-00002 Rev A
38	Steam Supply Sys - SDD	G-SYD-J-00008 Rev A
39	Steam Supply Sys – SOW	M-SOW-J-00003 Rev A
40	Communications Sys - SDD	G-SYD-J-00009 Rev A
41	Communications Sys - SOW	E-SOW-J-00001 Rev A
42	Admin & Misc Bldgs - SDD	G-SYD-J-00010 Rev A
43	Admin & Misc Bldgs - SOW	C-SOW-J-00001 Rev A
44	Breathing Air Sys - SDD	G-SYD-J-00011 Rev A
45	Breathing Air Sys - SOW	M-SOW-J-00006 Rev A
46	Cooling Tower Water Sys – SDD	G-SYD-J-00012 Rev A
47	Cooling Tower Water Sys – SOW	M-SOW-J-00004 Rev A

SMALL BUSINESS SUBCONTRACTING PLAN

AND

SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS (IF APPLICABLE)

D. SMALL BUSINESS SUBCONTRACTING PLAN

Parsons is committed to small business (SB) subcontracting and is committed to providing meaningful roles to SB concerns on its contracts. As evidence of this commitment, Parsons has included Parallax, a small disadvantaged business (SDB) and woman-owned small business (WOSB) as a teaming subcontractor. Additional subcontracting opportunities will be provided to local small business as the SWPF work develops.

This Subcontracting Plan has been prepared to establish our commitments and to satisfy the applicable requirements of Public Law 95-507 as implemented by FAR 19.704. The plan follows the guidelines provided in FAR 52.219-9 and RFP Section L, Attachment D.

D.1 SUBCONTRACTING GOALS (%)

Parsons plans on providing significant subcontracting opportunities. Our subcontracting goals for Phase I and Phase II, expressed as a percentage of planned subcontracting dollars, are presented below.

		Goals (%)	
		Phase I	Phase II
(i)	Total percentage of work to be sub-contracted	40	50
(ii)	Large Business Concerns	80	50
(iii)	Small Business Concerns	20	50
(iv)	Veteran-Owned Small Business Concerns	4	4
(v)	Service-Disabled Veteran Owned Small Business [inc. in (iv)]	3	3
(vi)	HUBZone Small Business Concerns	3	3
(vii)	Small Disadvantaged Business Concerns	10	10
(viii)	Woman-Owned Small Business Concerns	10	10
(ix)	HBCU/MI	1	10

Historically Black Colleges or Universities and Minority Institutions (HBCU/MI) are in the Small Business goals since there are opportunities for research and development under this subcontracting plan.

D.2 SUBCONTRACTING GOALS (\$)

Our subcontracting goals with respect to SB, HUBZone, Veteran-Owned SB, Service-Disabled Veteran Owned SB, WOSB, and HBCU/MI are presented in dollars for Phase I. If Parsons is awarded Phase II, we would revise this plan, with DOE's approval, to include dollar values for Phase II consistent with the percentages presented in D.1.

		Value (\$1,000)
(i)	Total dollars to be subcontracted for an individual plan	\$4,162
(ii)	Small Business Concerns	\$832
(iii)	Veteran-Owned Small Business Concerns	\$166
(iv)	Service-Disabled Veteran Owned Small Business [inc. in (iii)]	\$125
(v)	HUBZone Small Business Concerns	\$125
(vi)	Small Disadvantaged Business Concerns	\$416
(vii)	Woman-Owned Small Business Concerns	\$416

D.3 PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED

Parsons plans on providing significant subcontracting opportunities for small business concerns. These services would be predominantly in support of construction during Phase II. During Phase I, we anticipate using additional subcontracts outside of our Team for surveying, geotechnical services, and technology support. In the table below, we have identified the types of supplies and services to be subcontracted during both phases of the contract. For the most part, it is our plan to maximize firm fixed price (FFP) subcontracting outside of our teaming subcontractors. These subcontractors would be selected through a competitive procurement process using our federal government certified procurement systems. The awardees of these subcontracts are to be determined (TBD) and are noted below. Likewise, contract values are TBD.

With respect to teaming subcontractors, the RFP requires that they be fee-sharing partners. Therefore, they will have cost plus fixed fee contracts in Phase I and a cost plus incentive fee (CPIF) contract in Phase II, if that remains as the Phase II contract type. The estimated value of these subcontracts is also to be determined based on specific work under the contract.

Products/Services	Subcontractor Name	Subcontract Type	Estimated Value
a. Large Business			
Technology Management	General Atomics	CPFF/CPIF	TBD
Commissioning Services	Duratek	CPFF/CPIF	TBD
Process Engineering	Kvaerner	CPFF/CPIF	TBD
b. Small Business			
ESH&Q Support	Parallax	CPFF/CPIF	TBD
Construction	TBD	FFP	TBD
Geotechnical	TBD	FFP	TBD
c. Veteran-Owned Small Business			
Construction	TBD	FFP	TBD
Surveying	TBD	FFP	TBD
Business Management	TBD	FFP	TBD
d. Service-Disabled Veteran-Owned Small Business			
Construction	TBD	FFP	TBD
e. HUBZone Small Business			
Construction	TBD	FFP	TBD
Surveying	TBD	FFP	TBD
f. Small Disadvantaged Business			
ESH&Q Support	Parallax	CPFF/CPIF	TBD
Construction	TBD	FFP	TBD
g. Woman-Owned Small Business			
ESH&Q Support	Parallax	CPFF/CPIF	TBD
Construction	TBD	FFP	TBD
h. HBCU/MI			
R&D Services	TBD	CPFF	TBD

D.4 METHOD USED TO DEVELOP SUBCONTRACTING GOALS

A preliminary work breakdown structure was developed for both Phase I and Phase II. Parsons then performed a "make or buy" analysis of the work to be subcontracted within the team, then external to the team. Since Parsons approach to construction is construction management, we were able to identify significant opportunities to be subcontracted.

Our proposed goals were developed taking into account the work to be subcontracted and our knowledge of the local contractor community. This knowledge has been gained through our 20 years supporting the Savannah River Site.

D.5 METHODS USED TO IDENTIFY POTENTIAL SOURCES

Parsons has been providing engineering and construction management support services to Savannah River Site. Likewise, our teaming partner Duratek has been operating the Barnwell facility for over 30 years. Together, we have developed a considerable database of qualified, local, small business concerns. In addition to our existing sources lists, we plan on using the following sources for solicitation purposes to identify potential suppliers:

- ▶ National Directory of Minority-Owned Business Firms
- ▶ National Directory of Woman-Owned Business Firms
- ▶ Regional Directories of Minority-Owned and Woman-Owned Business Firms

- ▶ The SBA Small Business Subcontracting Directory
- ▶ SBA PRO-Net Data Base

D.6 USE OF INDIRECT COSTS IN ESTABLISHING SUBCONTRACTING GOALS

Indirect and overhead cost goals are not a part of this Subcontracting Plan.

D.7 PLAN ADMINISTRATOR

The Corporate Small Business Liaison Officer, Larry Owens, telephone number (626) 440-6182, will administer the subcontracting plan and is responsible for issuing appropriate instructions to personnel to assure compliance with FAR 52.219-9 and Company policies on utilization of Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns. A description of his duties is as follows:

- ▶ Administering the Company Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone Business Concerns Program in accordance with FAR, DEAR, P.L. and Company policies and procedures.
- ▶ Prepare and submit required summary subcontract report, Standard Form 295, to the Deputy Secretary of Energy.
- ▶ Conduct training for all personnel involved in the procurement function for development of new Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns.
- ▶ Review procurements over \$10,000 for compliance to FAR, DEAR, P.L. and Company policies and procedures on subcontracting to Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns.
- ▶ Attend local congressional, civic, conferences and trade associations for Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns, and act as a counselor to discuss subcontracting opportunities.

D.8 DESCRIPTION OF EFFORTS

Parsons will make every possible effort, within contractual and monetary constraints, to assure that Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns have equitable opportunity to compete for subcontracts. The company-wide policy and procedures outline in detail the responsibilities of management and procurement personnel.

- ▶ Parsons management will have periodic reviews of its performance towards meeting its goals. The Parsons Director of Contracts and Procurement will be assigned this responsibility to ensure its visibility.
- ▶ This activity will include periodic procurement reviews and reports to management. Division and region managers will be assigned the responsibility of reassessing performance within their operations and improving the performance.
- ▶ Appropriate Parsons personnel will be trained in the application of company policies. This includes formal and informal training, which will be the responsibility of the Small Business Liaison Officer.
- ▶ Parsons will provide technical and administrative assistance to Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone businesses prior to the solicitation phase, during the solicitation phase and during contract performance.
- ▶ Such technical assistance and administrative assistance is to include, but not be limited to:
 - A. Buyer interface to discuss specification and production requirements.
 - B. Cognizant engineer and/or component engineers to interface for specification clarification and requirements.
 - C. Vendor visits, as required, to discuss facility capabilities and recommend process improvements.
- ▶ Parsons will assure that a best effort will be made to use, whenever applicable or feasible, Historic Black Colleges or Universities (HBCUs) and Minority Institutions (MIs). This will be accomplished by considering whether subcontracts, which are contemplated, will involve research or studies of the type normally performed by higher educational institutions. These dollars will be included in the Small Disadvantaged Business Goals. (See goals portion of the plan.)
- ▶ Parsons will provide counseling assistance to the fullest extent possible to any Small Disadvantaged business concerns upon request, and consistent with good business practice. Such assistance will include, but not be limited to (i) progress payments, (ii) on-site technical assistance, (iii) quality assurance assistance, (iv) engineering assistance, and any other areas that may be deemed necessary.
- ▶ Where possible, and consistent with good business practice, Parsons will restrict competition of certain consumables such as computer peripherals (paper, tapes,

diskettes, etc.) stationery supplies, and other miscellaneous computer components to Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns.

- ▶ The Project Manager will be responsible for ensuring timely consideration of Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns in all make-or-buy decisions under the contract for which the manager is responsible, based upon the potential and capability of these concerns. This effort is detailed in Company policy.
- ▶ The Small Business Liaison Officer will participate in the entire procurement cycle and will cause the review of subcontracts over \$10,000.
- ▶ Parsons will be an active participant in symposiums and conferences, as well as meetings sponsored by federal agencies, local government agencies, and private groups. The Small Business Liaison Officer and/or Administrator will attend and contribute to the success of these conferences and act as a counselor on a continuous basis. In addition, Parsons will provide technical and administrative advice and encouragement to Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone companies with the objective of qualifying them for potential subcontracting. Parsons has and will use all systems and publications previously listed in identifying Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns for proposal activity.

D.9 CLAUSE FLOWDOWN

Parsons will include a subcontracting clause entitled "Utilization of Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone Business Concerns" in accordance with FAR 52.219.8 and P.L. 105-135 in all subcontracts which offer further subcontracting opportunities, and will require all subcontractors (except Small Business Concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 if construction) to adopt a plan as outlined above in accordance with FAR 52.219.9.

The Small Business Liaison Officer will review all potential subcontracts in excess of \$500,000 (\$1,000,000 if construction) to assure that a subcontracting plan is prepared in consonance with its own plan under the prime contract. He is also responsible for monitoring compliance to this subcontracting plan.

D.10 REPORTS AND COOPERATION IN STUDIES AND SURVEYS

Parsons will cooperate in any studies or surveys and submit such periodic reports as may be required by the Federal Agency or the Small Business Administration in order to determine the extent of compliance with the subcontracting plan. Parsons agrees to submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and Standard Form (SF) 295, Summary Subcontract Report, in accordance with the instructions on the forms. In addition, Parsons will assure that its subcontractors agree to submit Standard Forms 294 and 295 when required.

D.11 RECORDS

Records will be maintained and updated quarterly, or as required, to demonstrate the compliance to this plan and to show the total dollar subcontract commitments and the percentage committed to Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns. The Subcontracting Report for Individual Contracts, Standard Form 294, as well as Standard Form 295, will be utilized for this purpose when required. A list of the records we will maintain is presented below:

- (i) Source lists of Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns will be on file and be maintained and updated to identify new sources. The current source lists are available at all times to all purchasing personnel.
- (ii) Organizations to be contacted as needed to obtain Small, Small Disadvantaged, Veteran-Owned, Woman-Owned and HUBZone business concerns are:
 - (a) DCMAC
 - (b) Small Business Administration
 - (c) Black Businessmen's Association
 - (d) Asian Businessmen's Association
 - (e) Latin Manufacturer's Association
 - (f) Regional Purchasing Associations
 - (g) National Association for Equal Opportunity in Higher Education
 - (h) NMSDC (National Minority Supplier Development Council)
 - (i) USHCC (U.S. Hispanic Chamber of Commerce)
- (iii) On a contract-by-contract basis, records will be maintained on all subcontract solicitations over \$100,000 indicating (a) whether Small Business was solicited, and if not, why not; (b) whether veteran-owned small business concerns were solicited.

ited and, of not, why not; (c) whether service-disabled veteran-owned small business concerns were solicited and, if not, why not; (d) whether HUBZone Small Business was solicited, and if not, why not; (e) Small Disadvantaged Business was solicited, and if not, why not; (f) whether Woman-Owned Small Business was solicited, and if not, why not; and (g) reasons for the failure of responding Small Businesses to receive the subcontract award.

- (iv) Records will be maintained on outreach efforts as follows:
 - (a) Contacts with Disadvantaged and Small Business trade associations.

- (b) Contacts with business development organizations.
- (c) Attendance at Small and Disadvantaged business procurement conferences and trade fairs.
- (d) Veterans service organizations
- (v) Records will be maintained on internal guidance and encouragement provided to buyers as follows:
 - (a) Workshops, seminars, training, etc.
 - (b) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) Records will be maintained on a contract-by-contract basis to support award claim data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.

SUBMITTED BY:

SIGNED:



DATE: 2-28-02

TYPED NAME: Mr. Lawrence A. Owens

TITLE: Procurement Manager

PLAN ACCEPTED BY:

SIGNED:



DATE: 9/17/02

TYPED NAME:

Charlene Smith
Contracting Officer

TITLE:

A. PARSONS, INCLUDING OUR SDB TEAMING PARTNER, PARALLAX, AND OUR LARGE BUSINESS TEAMING PARTNERS: DURATEK, GA, AND KVAERNER.

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage
54	Professional, scientific, and technical services (Parallax)	\$316,000	3%
54	Professional, scientific, and technical services (All others)	-	92%
	Subtotal	\$316,000	95%

B. SUBCONTRACTORS (TO BE DETERMINED)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage (%)
54	Professional, scientific, and technical services	\$100,000	1%
54	Professional, scientific, and technical services	-	4%
	Subtotal	\$100,000	5%

C. TOTAL (A + B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage (%)
54	Professional, scientific, and technical services	\$416,000	5%
54	Professional, scientific, and technical services	-	95%
	Subtotal	\$416,000	100%

The percentages stated are shown as a percentage of contract price. These are consistent with our SB Plan goals where we commit to subcontract 40% of the Phase I work and provide 10% of this work to SDB concerns for a total of 4% of the contracted value (40% x 10%)

The proposed sharing percentages applicable to FAR 52.219.10 Incentive Subcontracting Program (OCT 2000) and FAR 52.219.26 Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) is 10% of the dollars achieved in excess of the goals.