

ADMINISTRATIVE INSTRUCTIONS FOR DOE COST-TYPE IWRs

All applicable provisions of the prime contract between Bettis and the Government which is referenced on the face of this Interworks Requisition are a part of this Interworks Requisition. The following general instructions are provided for your guidance. They do not abridge or modify the referenced prime contract as it applies to this IWR. In addition to these general instructions, all other administrative requirements in this IWR must be followed.

I. MATERIALS AND SERVICES PURCHASED UNDER THIS IWR

- A. Competitive procurement methods must be used, whenever practicable.
 - 1. For a purchase to be considered competitive at least three written bids from qualified suppliers must be obtained.
 - 2. Sealed bids are required if another Bechtel Division is on a fixed price bidder list. Interworks purchases are subject to special rules. Contact the Buyer for details.
 - 3. Justification for a non-competitive procurement must be written by your Buyer and placed in the procurement file.
- B. All purchase actions must include a fixed price or a price ceiling, and a delivery date or term.
- C. Prior written Bettis approval must be obtained for:
 - 1. Cost-type purchases with a ceiling of \$500 or more, and all changes to a cost-type purchase raising the ceiling above \$500 or making any increase of a ceiling above the \$500 level.
 - 2. Fixed price purchases over \$10,000.
 - 3. Changes and the total of a series of changes to a fixed price order, the value of which are over 25% of previously approved price, or over \$10,000, whichever is less.
 - 4. All research and development, design, and engineering purchases.
 - 5. Special items - Motor vehicles, typewriters, printing equipment, real property, real property rental, aircraft, helium, gasoline, alcohol, special nuclear materials, radium, pile-grade graphite, high purity calcium, heavy water, magnesium refractories, platinum.
 - 6. Plant alterations or construction.
 - 7. Insurance that is to be charged directly to the IWR and is not part of general overhead.
- D. Other instructions which must be followed in lower-tier procurements under this IWR are:
 - 1. Invitations to bid must request all data which you will use in the evaluation of the bids.
 - 2. Orders must contain the same description of the work as that in the invitation to bid.
 - 3. Specification changes may not be delayed to avoid rebidding.
 - 4. Orders shall not be split to avoid obtaining approval.
- E. Terms and conditions for lower-tier procurements under this IWR.
 - 1. Terms and Conditions must reflect the requirements of the applicable prime contract. Request terms and conditions from Bettis as needed. Contact Bettis regarding any suppliers' questions or exceptions.
 - 2. Cost-type IWRs will be governed by the applicable prime contract as outlined in this document.

ADMINISTRATIVE INSTRUCTIONS FOR DOE COST-TYPE IWRs (Continued)

II. COST REPORTING AND BILLING

- A. When requested by the Buyer, the supplying Division shall prepare and forward to the Buyer each month a Supplier Cost Control Report, Form 73657.
- B. Each IWR billing must be supported by a Statement of Cost forwarded to Bettis Accounting immediately following the billing period.

III. PAYMENT LIMITATION

No billing can be accepted in excess of the IWR ceiling formally established originally or by change notice, by Bettis Procurement.

IV. GOVERNMENT PROPERTY

- A. Title to all property furnished for, acquired for, or created as a result of work under this IWR immediately vests in the Government.
- B. Property may be used only for work contracted under the applicable prime contract.
- C. The supplying Division is responsible for normal care and maintenance of property in its custody, for controlling, identifying and accounting for property, and for disposing of property as directed by Bettis. At the time of closeout, inventory forms will be furnished by Bettis for this purpose.

V. NON-TECHNICAL RECORDS AND DATA

All non-technical records and data (such as billing support or procurement files) relating to this IWR are the property of the U.S. Government and are subject to Government disposition instructions. Billing support and other financial documents must be available to the Government until the time of closeout of the prime contract. Bettis will notify you at that time as to what disposition is to be made. All other non-technical documents must be available to the Government until six years after final audit settlement of the prime contract. Bettis will notify you at that time as to what disposition is to be made unless disposition has been made previously by agreement with the Government.

VI. TECHNICAL RECORDS AND DATA

All technical information developed during the performance of the scope of work of this IWR shall be treated as Government property. Inventories of such information must be

supplied as requested by Bettis Procurement and disposition or dissemination made only as prescribed by Bettis Procurement. In no event shall any such technical information be transmitted to any other Bechtel activity either on a formal or informal basis (for example, as part of general monthly research reports to other Bechtel activities), without the prior written approval of the Bettis Procurement activity.

VII. TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA

This IWR is subject to the Company's agreement to refrain from transmission abroad or to any foreign national of any equipment or technical data of the kind specified to be delivered or produced under this order. Such restriction must be contained in any lower-tier order. Copies of the pertinent clause, which is included in the referenced prime contract are available upon request from Bettis Procurement.

VIII. PATENTS

The Government has prior rights to everything patentable developed during or as a result of performance of this scope of work, and the disposition of these rights is subject to the discretion of the Government.

IX. SECURITY

All DOE security and document classification regulations apply.

X. PUBLICITY

Prior written Bettis approval is required for all releases to the public including speeches and ads, and for the public display of items, related to this IWR.

XI. FEDERAL LAWS AND DIRECTIVES

All pertinent laws and directives apply to this IWR, e.g., Buy American Act, Service Contract Wage Determination, Labor Laws.

XII. TERMINATION

Normal Government termination provisions apply.

XIII. OVERTIME

All overtime worked under this order by employees charging their time to this order on a direct basis requires prior written Bettis Procurement approval.