

BBWI FORM  
PROC-1811b  
05/01

**PURCHASE ORDER NO. 1199**  
**BECHTEL BWXT IDAHO, LLC (BBWI)**

2525 Fremont Avenue  
P. O. Box 1625, Idaho Falls, ID 83415-3521  
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: Hess Farms, Inc.  
959 North 3400 East  
Ashton, ID 83420

To: John Hess  
Phone: (208) 652-7359

Completion Date: 09/30/2003

1. **STATEMENT OF WORK**

1.1. The Subcontractor shall furnish the following services in accordance with the Statement of Work, "INEEL BIO/AG OFF-SITE FIELD RESEARCH LAB & SUPPORT," dated June 28, 2001, and other requirements, terms and conditions specified or referenced in this Purchase Order.

2. **RESOURCES**

2.1. The Subcontractor shall provide all resources, e.g., materials, labor, tooling, equipment and facilities, necessary to fulfill the requirements of this Purchase Order, except as otherwise specified.

3. **APPLICABLE DOCUMENTS**

The following document(s) are incorporated into, and become a part of, this Purchase Order:

3.1. Statement of Work entitled, "INEEL BIO/AG FIELD RESEARCH LAB AND SUPPORT," dated 06/28/2001.

4. **TERMS AND CONDITIONS**

4.1. **General Provisions:** The following document is incorporated by reference and hereby forms a part of this action: Bechtel BWXT Idaho, LLC General Provisions for Nonconstruction Subcontracts and Purchase Orders, Form PROC-183 Rev. November 21, 2000. Note: BBWI's General Provisions are available at the following Internet address:

Procurement Agent: Dennis G. Miller	Telephone: (208) 526-1737 fax: -7744	Ceiling Price: \$32,400.00
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 30 Days

**Billing Address:**  
Accounts Payable  
BBWI  
P. O. Box 1625  
Idaho Falls, ID 83415-3117  
Dennis G. Miller

Signed: *Dennis G. Miller* *DGM*  
Bechtel BWXT Idaho, LLC Date

Title:

Signed: *John R. Hess (Hess Farms Inc)* *July 11, 01*  
(Subcontractor's Official) Date

Title: *President*

Please return one signed copy of this Purchase Order to BBWI.

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<http://iweb.inel.gov/supplychainmgmt/procurement/forms-documents.shtml> .

- 4.2. Certification of Eligibility: Subcontractor, by entering into this Purchase Order, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this Purchase Order shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 4.3. Sales Tax: BBWI has been granted Direct Pay Authority for Idaho Sales Tax by the Idaho Tax Commission.
- 4.4. Anti-Kickback Act: By acceptance of this Purchase Order, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.
5. **PRICE**
  - 5.1. Services stated in the Statement of Work shall be provided for a fixed rate of \$1,200 per month, paid monthly in arrears. Payments to be made monthly without invoice or voucher required.
  - 5.2. If the commencement and/or end of the contract period shall not be the beginning or end of a month respectively, then the amount charged for such partial month shall be pro-rated based on the number of days in the month for such occurrence.
6. **COMPLETION DATE AND CANCELTION PROVISION**
  - 6.1. This Purchase Order shall be in effect through 09/30/2003, and may be canceled by BBWI at any time upon 60 days advance written notice.
7. **INSPECTION/ACCEPTANCE**
  - 7.1. Acceptance under this Purchase Order occurs at the time BBWI authorizes final payment.
8. **ADMINISTRATION**
  - 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by John Hess.
  - 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Dennis G. Miller, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein, Procurement Supervisor, or Procurement Manager. Such jurisdiction is to extend only to the assignment and coordination of work within the work under this Purchase Order.
  - 8.3. Notices: Any notice provided for this action shall be considered as having been given:
    - 8.3.1. To BBWI, if mailed electronically via e-mail ("dnm@inel.gov") or fax, or if delivered personally to Dennis G. Miller, or if mailed by U. S. Mail addressed to Dennis G. Miller, Bechtel BWXT Idaho, LLC, Mailstop 3521, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3521; or
    - 8.3.2. To the Subcontractor, if mailed electronically via e-mail ([hess@nstep.net](mailto:hess@nstep.net)), or if delivered personally to its duly authorized representative at the site of work, or if by U. S. Mail addressed to the Subcontractor at 959 North 3400 East, Ashton, ID 83420.

## Statement of Work

### INEEL BIO/AG OFF-SITE FIELD RESEARCH LAB & SUPPORT June 28, 2001

Selected farm must:

1. Provide use of New Holland twin-cylinder rotary grain combine
  - The combine must be a New Holland combine
  - The combine will be equipped by INEEL with additional threshing chamber characterization sensors and data acquisition system – holes cut in side panels, wiring installed in various places, sensors installed, data acquisition system installed, etc.
  - The combine must be available year-around
2. Provide offsite research area which must
  - Have limited access
    - Driving access to the area must be through a managed area
    - The area must not be immediately adjacent to a public road
    - The area must be such that visual access to the combine(s) can be minimized
  - Be suitable for threshing operations
    - No concern for accumulated chaff discharge onto the area and around the area
    - No concern for machinery noise, exhaust, etc.
    - Provide at least 100 acres of unharvested small grain to be harvested by New Holland combines
    - Provide auxiliary grain harvest equipment, e.g., grain trucks
3. Provide at least 100 small bales of straw – for straw separation research
4. Provide at least 20 large bales of straw – for straw separation research
5. Provide parking space for INEEL mobile research lab
  - Provide 220v service to mobile lab
6. Provide services for managing and moving large straw bales
7. Provide conveyor systems to be used for stationery combine field research on straw separation
  - for feeding the straw into the stationery combine
  - for moving the combine discharge away from the rear of the combine
8. Maintain access throughout winter for INEEL personnel – snow removal, etc.
9. Provide periodic area cleanup and removal of threshed straw no longer needed