

BBWI FORM
PROC-1811b
05/01

CONTRACT NO. 00029365
BECHTEL BWXT IDAHO, LLC (BBWI)

2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3975
(OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727)

To: Hewlett-Packard
Federal Program Office
6406 Ivy Lane
Greenbelt MD 20770

Effective Date: 02/18/2004

To: Kathy Pannell
Phone: (800) 775-6551
Fax No.: (505) 823-6242
Service: (800) 354-9410

Completion Date: 03/31/2005

1. STATEMENT OF WORK

1.1. Hewlett-Packard (Subcontractor) shall furnish the following services, in accordance with the requirements, terms and conditions specified or referenced in this Contract: "Provide service and maintenance for servers WARP and IMPULSE (Serial Nos. N193607955 and 4222JSPZA008)."

2. RESOURCES

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

3. APPLICABLE DOCUMENTS

3.1. The following documents are incorporated into, and become a part of, this Contract:

3.1.1. Subcontractor Requirements Manual, required parts identified in Form 540.10, "Subcontractor Requirements Manual (SRM) Applicability," applicable to Contract No. 00029365 (<http://www.inel.gov/procurement/subcontractor-info.asp>). The Subcontractor and all lower-tiers shall perform work in accordance with the SRM, to the extent specified therein. The Subcontract Administrator (SA) shall notify the Subcontractor of changes to the SRM. The Subcontractor shall notify the SA within 15 days of the notification if any material impact on cost or schedule results from the SRM change. The notice shall include an assessment of the cost or schedule impact associated with the SRM change. The SA shall provide direction to proceed or not proceed with the SRM change. If direction is provided to proceed, the Subcontractor must proceed with the execution of the work as modified by the SRM change and a request for equitable adjustment may be submitted by the Subcontractor consistent with the Changes clause.

Subcontract Administrator: D. R. Whitham	Telephone: (208) 526-0721	Fixed Price: [REDACTED]
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 30 Days
BBWI Address: Accounts Payable BBWI P. O. Box 1625 Idaho Falls, ID 83415-3117 D. R. Whitham	Signed: <u>D. R. Whitham</u>	2/18/2004 Date
	Title: Subcontract Administrator	
	Signed: <u>Michael J. Mason</u>	3/12/04 Date
Title: CONTRACT MANAGER	MICHAEL J. MASON CONTRACT MANAGER	

Return one signed copy of this contract to the following address: **BBWI FEDERAL**

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3.1.2. Form PROC-1861, "Occurrence Notification and Reporting by the Supplier."

4. **TERMS AND CONDITIONS**

- 4.1. **GSA/FSS Contract No.:** This Contract is placed in accordance with the GSA/FSS Contract No. GS-35F-4663G. BBWI, as prime contractor for the U. S. Department of Energy, is authorized to utilize the GSA/FSS Contract by U. S. Department of Energy letter dated October 7, 1999. The terms and conditions of the GSA/FSS Contract apply.
- 4.2. **Certification of Eligibility:** Subcontractor, by entering into this Contract, 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 Contract shall constitute an additional basis for termination.
- 4.3. **Insurance:** Prior to Subcontractor acquiring access to the INEEL to initiate on-site work required under this Contract, Subcontractor shall provide BBWI with written evidence of insurance.
- 4.4. **Hazards Training:** Pursuant to 29 CFR 1910,1200, BBWI will provide Subcontractor's personnel with necessary information and training for any hazards to which Subcontractor's personnel may be exposed while working at the INEEL.
- 4.5. **Sensitive Information:** When Subcontractor's employees will, or could have, access to sensitive information pertaining to any business or government agency, Subcontractor shall ensure that its employees are aware of the necessity to safeguard such information by not disclosing it to individuals or companies outside of BBWI.
- 4.6. **On-Site Equipment Use Requirements:** All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INEEL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.
- 4.7. **Supplier Performance Evaluation System (SPES):** BBWI evaluates Subcontractor performance in accordance with the SPES. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 80 points out of 100 is required to maintain approved status. Information concerning the SPES is available for review at: <http://www.inel.gov/procurement/subcontractor-info.asp>. Select INEEL Supplier Management Program.
- 4.8. **Anti-Kickback Act:** By acceptance of this Contract, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.

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4.9. Information Change Requests: All Subcontractor requests for information or change during the performance period shall be transmitted to BBWI using Form 540.33, Information/Change Request (I/CR). I/CRs shall be prepared and completed in accordance with the form instructions and submitted directly to the Subcontract Administrator. Form 540.33 is available at: <http://www.inel.gov/procurement/subcontractor-info.asp>.

4.10. Technical Changes: Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.32, Procurement Change Notice.

5. PRICE

5.1. The firm-fixed price of this Contract is \$ [redacted] paid monthly in the amount of [redacted] per month.

6. COMPLETION DATE

6.1. This Contract shall be in effect through 03/31/2005.

6.2. BBWI, on or before the last day of the term, by written Amendment, shall have the unilateral, annual option to extend the term of, and performance under, this Contract up to 2 years, in accordance with the pricing established under the PRICE and/or STATEMENT OF WORK paragraphs of this Contract.

*MTH
3/1/04*

*PRICING shall be the then current GSA Schedule Price
At the Time of Exercise of the Option. (JRW)*

7. INSPECTION/ACCEPTANCE

7.1. Final inspection of material, equipment or services under this Contract will be performed at the INEEL. Acceptance under this Contract occurs at the time BBWI authorizes final payment.

3/12/2004

8. ADMINISTRATION

8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Kathy Pannell

8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by D. R. Whitham, or an authorized Subcontract Administrator named herein or Procurement Manager.

8.3. Technical Representative. All work performed under this Contract shall be subject to the technical direction of Gary Clegg.

8.4. Notice: Any notice provided for this action shall be considered as having been given:

8.4.1. To BBWI, if mailed electronically via e-mail ("dm8@inel.gov") or fax, or if delivered personally to D. R. Whitham, or if mailed by U. S. Mail addressed to D. R. Whitham, Bechtel BWXT Idaho, LLC, Mailstop 3975, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3975; or

8.4.2. To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at 2101 Gaither Road, P.O. Box 1487, Rockville, MD 20849-1487.