

## **CHAPTER 8**

### **BUSINESS/CONTRACT MANAGEMENT**

#### **WHAT ARE THE BASIC PRINCIPLES/OBJECTIVES OF BUSINESS/CONTRACT MANAGEMENT?**

To ensure that work executed under Performance-Based Management Contracts (PBMCs) is:

- Performance-based,
- Consistent with the Departments' Strategic Management System,
- Properly executed consistent with the "Work Authorization Systems" and other directives,
- In accordance with Work for Others Program requirements when appropriate,
- Consistent with proper business practices ensuring impartiality and objectivity in Government contracts, and
- Consistent with procurement regulations.

#### **WHY IS BUSINESS/CONTRACT MANAGEMENT IMPORTANT?**

Because of the criticality of the work being conducted under its contracts and the increasing pressure being put on its budgets, the Department needs to ensure that work under its contracts:

- Is appropriate, appropriately documented and performance-based;
- Does not violate restrictions or constraints on the use of Department of Energy (DOE)-controlled facilities;
- Complies with appropriate DOE directives;
- That voluntary consensus standards are used in preference to Government unique standards;
- Is carried out in a manner that protects the workers, public and the environment against hazards;
- Is properly authorized; and
- Consistent with proper business practices and existing regulations.

## **WHAT IS A GENERAL DESCRIPTION OF THE PROCESSES UNDER BUSINESS/CONTRACT MANAGEMENT?**

This chapter focuses on several processes:

- Ensuring appropriate directives are included in every PBMC contract,
- The use of voluntary consensus standards,
- Properly authorizing work under contracts,
- Ensuring that any contractor work under the Work for Others Program meets program and policy requirements, and
- Ensuring contract performance is consistent with proper business practices and existing regulations.

### **A. Specifying Applicable DOE Directives**

#### **How do you specify the directives applicable to each contract at the DOE facility involved?**

It is important for the Department to specify the DOE Directives applicable to each contract. It is also important to have a process to incorporate new and revised directives. The term DOE Directive is defined as DOE Orders, Notices, Manuals, Guides, Standards and other policy documents issued. The DOE Explorer system listed in the Related Internet Web Sites in Appendix B of this Reference Book

maintains a listing of all current DOE Directives.

Department of Energy Acquisition Regulation (DEAR) 970.5204-78 covers the development of lists for applicable laws, regulations and DOE directives. List A, which is optional and is provided in the contract for informational purposes, is composed of applicable laws and regulations. List B, which is required, is composed of applicable DOE directives and is compiled by technical and requirements personnel knowledgeable of the requirements of the contracts including but not limited to Environment, Safety, and Health (ES&H) requirements.

As provided in memorandum of February 19, 1999, from the Director of the Office of Procurement and Assistance Management, the Contracting Officer (CO) is required to, at least annually, review and update the “List B” set of documents to ensure that they are complete and current. In order to accomplish this update, the CO should identify the organization and individuals with operational, line management, or technical support responsibility for each requirement and request that they review the requirements and affirm their applicability. More detail in regard to tailoring the List B set of directives, in regard to Environmental, Safety and Health requirements, is provided in Chapter 2 of this Reference Book.

Although not required, after contract award, it is a good business practice to establish an implementation process to incorporate revised and new DOE Directives into the contract. It is also good business practice to establish a process for resolution of disputed DOE Directives.

This process should be performed annually or concurrently with the annual work scope and fee negotiations. Contract modifications to update the DOE Directive listing are issued by the CO. See Chapter 2 for further discussion of applicable directives.

For contracts involving facilities management, DEAR 970.5204-60 "Facility Management," addresses site development planning, general design criteria, energy management, and subcontract requirements. Applicable directives for these areas are identified as part of the pre-award procurement package and incorporated into the contract terms and conditions. After award, additional technical guidance may be provided to the contractor to supplement the directives as it relates to the specific site. The contractor submits various plans for approval by DOE, including approval for off-site leases and utility service contracts.

**Who is responsible for determining which directives are applicable to individual contracts?**

The program and requirements personnel are responsible for identifying which directives are applicable to individual solicitations and contracts. DEAR 970.0470-1 requires program and requirements personnel to:

- Identify requirements in the directives system that are applicable to a contract,
- Develop a list of applicable requirements, and
- Provide it to the contracting officer.

The contracting officer is responsible for ensuring that applicable requirements are properly inserted into contracts and solicitations.

**B. Voluntary Consensus Standards**

**What are voluntary consensus standards?**

Voluntary consensus standards are technical standards developed or adopted by both domestic and international private sector organizations which plan, develop, establish, or coordinate such standards using agreed-upon procedures.

**When are voluntary consensus standards used?**

OMB Circular A-119, "Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities," as implemented in part by Federal Acquisition Regulation (FAR) 11.101, requires that voluntary consensus standards will be used in preference to government unique standards whenever technical standards or specifications are used in a procurement, except where inconsistent with law or otherwise impractical.

**Who needs to be aware of voluntary consensus standards and the requirements of OMB Circular A-119?**

Statements of work and specifications are normally prepared by the program and technical office cognizant over the procurement. However, the CO often assists

the program and technical personnel in the drafting and review process. Both program and contracting personnel need to be aware of the requirements of OMB Circular A-119 to ensure that voluntary consensus standards are used in preference to government unique standards as indicated above.

Contracting personnel assistance may be needed by program and technical personnel in preparing the required explanations and reports for forwarding to the designated DOE Agency Standards Executive when government-unique standards are used instead of voluntary consensus standards.

### **What are the reporting requirements of OMB Circular A-119?**

Each agency's Agency Standards Executive is required to report to the National Institute of Standards and Technology (NIST) information on the nature and extent of agency participation in the development and use of voluntary consensus standards. NIST reports this agency information to the Office of Management and Budget.

If you are a program official or requirements-determining official developing a regulation or conducting a procurement that mandates the use of a government-unique standard in a proposed regulation or procurement *in lieu of a comparable Voluntary Consensus Standard*, then OMB Circular A-119 requires that DOE report this action to OMB through NIST. In DOE, the program official notifies the Agency Standards Executive in the Technical Standards Program Office of the use of that technical standard and the justification for its use. The information

required is specified in OMB Circular A-119, in Sections 9, 10, 11, and 12.

At DOE, a government-unique standard may be a DOE Technical Standard or Specification or, in certain cases, a DOE directive.

Reporting by agencies can be on a categorical or on a transaction basis. Reporting will be on a categorical basis if the agency identifies, manages, and reviews the use of standards centrally by group or category. Reporting will be on a transaction basis if the agency identifies, manages, and reviews the use of standards on other than a categorical basis. The transaction basis for reporting is most useful when the agency conducts procurements mostly through commercial products and services, but is occasionally involved in a procurement involving government-unique standards.

### **Where can I get guidance on the use of technical standards and voluntary consensus standards?**

The DOE Technical Standards Program Office has issued guidance under DOE G 252.1-1, "Technical Standards Program Guide." Additionally, the Manager of the DOE Technical Standards Program located in the Office of Nuclear Safety, Policy and Standards (EH-31), who is the Agency Standards Executive, is available for consultation regarding the application of policy in this area.

## **Are there any contract provisions associated with OMB Circular A-119?**

Yes! One such contract provision exists. The provision at FAR 52.211-7, “Alternatives to Government-Unique Standards,” is used in solicitations that use Government-unique standards when the agency uses the transaction-based reporting method to report its use of voluntary consensus standards to the National Institute of Standards and Technology (see OMB Circular A-119, "Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities"). Also see FAR 11.101, 11.107 and 11.201. However, use of the provision is optional for agencies, such as DOE, that report their use of voluntary consensus standards to the National Institute of Standards and Technology using the categorical reporting method.

Agencies that manage their specifications on a contract-by-contract basis use the transaction-based method of reporting. Agencies that manage their specifications centrally use the categorical method of reporting. The Office of Procurement and Assistance Policy, Headquarters Policy Flash 99-16, states that “use of the provision is optional for DOE Contracting Officers” because DOE does not use the transaction-based reporting method. The Technical Standards Program Office has provided guidance that DOE intends to use “category-based” reporting.

## **C. What is the “Work Authorization System?”**

DOE Order 412.1, “Work Authorization System,” establishes the framework for the control and authorization of work under the Department’s PBMC contracts. The order establishes responsibilities for positions from the Under Secretary through the contractor. The order establishes criteria for determining if work should be authorized and procedures for the authorization of that work.

### **What is the applicability of the “Work Authorization System” Order?**

The Work Authorization System applies to all DOE elements that direct work to be performed by:

- Designated management and operating (M&O) contractors,
- Management and integrating contractors,
- Environmental restoration management contracts, and
- Other contracts determined by the Procurement Executive.

## **D. Work for Others**

Work for Others is the performance of work for non-DOE entities by DOE/contractor personnel and/or the utilization of DOE facilities that is not directly funded by DOE appropriations. Work for Others has objectives to:

- C Assist other Federal and non-Federal entities in accomplishing goals that may otherwise be unattainable and to avoid possible duplication of effort at Federal facilities.
- Provide access for non-DOE entities to highly specialized or unique DOE facilities, services, or technical expertise where private sector facilities are inadequate.
- Increase research and development interactions between DOE facilities and industry to transfer technology originating in DOE facilities.
- Maintain core competencies and enhance the science and technology base at DOE facilities.

As prescribed in DOE O 481.1, prior to performance of work, the responsible CO or Department of Energy (DOE) designee must make a series of determinations regarding a Work for Others project and is then required to certify compliance in writing prior to accepting any Work for Others project. The requesting agency determines Economy Act compliance and provides a written statement to DOE stating that the work requested will not place DOE and its contractor in direct competition with the domestic private sector. DOE contractors may respond to Broad Agency Announcements if prescribed conditions are met. Neither DOE nor its facility contractors may respond to Federal agency requests for proposals. Subcontracted work is to be in direct support of the DOE contractor. Work for Others activities require close collaboration among DOE, non-DOE sponsors, and DOE contractors.

The DOE Standard Work for Others Agreement was developed as part of DOE M 481.1-1X, with pre-approved DOE terms and conditions to expedite entering into agreements with non Federal entities. The manual also includes a general description of the process and metrics to be used to measure the process.

### **E. How are improper business practices prevented to ensure impartiality and objectivity in Government contracts?**

To maintain public confidence in the acquisition process it is necessary for the government and contractors to ensure proper business practices.

### **What are the requirements on Federal employees to maintain proper business practices?**

In the conduct of business, Federal employees must maintain a high level of professional responsibility. In particular, FAR 3.101-1 provides that—

[G]overnment business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships. While many Federal laws and

regulations place restrictions on the actions of Government personnel, their official conduct must, in addition, be such that they would have no reluctance to make a full public disclosure of their actions. (Emphasis added).

In addition to the guidance provided above, Federal employees are subject to a variety of statutes and regulations that govern standards of conduct related issues. For example, there are statutes and regulations that directly address Standards of Conduct matters, for example:

- 18 U.S.C. 208 prohibits a Government employee from participating personally and substantially in any particular matter that would affect the financial interests of any person from whom the employee is seeking employment;
- Post-employment restrictions are covered by 18 U.S.C. 207 and 5 C.F.R. Parts 2637 and 2641, which prohibit certain activities by former Government employees, including representation of a contractor before the Government in relation to any contract or other particular matter involving specific parties on which the former employee participated personally and substantially while employed by the Government; and
- 5 C.F.R. 2635.703 addresses the use of nonpublic information to further an employee's private interest or that of another and engaging in a financial transaction using nonpublic information).

In addition, Federal employees are subject to the Procurement Integrity Act and its implementing regulation (See FAR 3.104). Finally, agency officials are reminded that there are other statutes and regulations that prohibit certain conduct by Federal employees (*e.g.*, 18 U.S.C. 201 prohibits the offer or acceptance of a bribe or gratuity; the Privacy Act, 5 U.S.C. 552a, and the Trade Secrets Act, 18 U.S.C. 1905, and FAR Parts 14 and 15 place restrictions on, and may preclude, the release of information both before and after award).

The preceding paragraph highlights some of the major issues that those involved in contract administration should be aware of, but the list is not all inclusive. Employees are encouraged to contact their agency ethics official for ethics advice on specific conduct covered by the statutes and regulations governing Standards of Conduct and Procurement Integrity. Procurement counsel can be consulted on questions addressing disclosure of source selection information or contractor bid or proposal information.

The Procurement Integrity Act applies to current and certain former Federal employees, bidders and offerors, and other personnel involved in agency procurements and contracts. Certain restrictions imposed by the Act apply to actions taken during the course of a Federal agency procurement, while others are not subject to that limitation. Those restrictions that apply during the course of a Federal agency procurement include prohibitions on disclosing and obtaining bid, proposal, or source selection information and on agency officials discussing non-Federal employment with bidders or offerors.

Because the focus of this Reference Book is contract administration, this discussion highlights the other prohibitions imposed by the Act. In particular, agency personnel should review paragraph (d) of FAR section 3.104-4, Statutory and Related Prohibitions, Restrictions, and Requirements, to familiarize themselves with the prohibitions on a former official's acceptance of compensation from a contractor and section 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information, to familiarize themselves with additional restrictions on the disclosure of bid, proposal, and source selection information.

FAR section 3.104-9, Contract Clauses, further requires that the contracting officer insert clauses 52.203-8, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity, and 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity, in solicitations and contracts with a value exceeding the simplified acquisition threshold.

### **What are the requirements on contractors to maintain proper business practices?**

In conducting business with the Government, contractors are subject to the Procurement Integrity Act and to Organizational Conflict of Interest and other requirements. The Procurement Integrity prohibitions cover actions taken during the conduct of an agency procurement, for example:

- Obtaining source selection or bid or proposal information, as provided in 3.104-4(b);
- Contacting agency officials regarding non-Federal employment, as provided in 3.104-4(c) and 3.104-6(a); and
- Certain actions that could take place either before or after award (*i.e.*, disclosure of bid, proposal, or source selection information, as provided in FAR 3.104-4(a) and 3.104-5).

Under FAR 52.203-8, "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity," if the Government receives information that a contractor has engaged in conduct constituting a violation of certain subsections of the Office of Federal Procurement Policy Act, the Government may under certain conditions iterated in the clause:

- Cancel the solicitation, if the contract has not yet been awarded or issued; or
- Rescind the contract and recover, in addition to any penalty prescribed by law, the amount expended under the contract.

Likewise, under FAR 52.203-10, "Price or Fee Adjustment for Illegal or Improper Activity," the Government, at its election and as prescribed in the clause, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract if the head of the contracting activity or designee determines that the contractor or subcontractor violated certain subsections of the Office of Federal Procurement Policy Act, as amended. The

clause further provides that, in addition to the remedies described above, the Government may terminate the contract for default.

### **Organizational Conflicts of Interest:**

Concerns about organizational conflicts of interest are not limited to any particular type of acquisition. However, as FAR 9.502 9(a) points out, they are most likely to occur in contracts for advisory and assistance services. In addition, contracts for the operation of a DOE site or facility also have a significant potential to raise organizational conflict of interest issues.

For that reason, FAR 9.504 provides that contracting officers are required to analyze planned acquisitions to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible. DEAR 909.507-2 and 970.0905 further provide for the inclusion of clause 952.209-72, Organizational Conflicts of Interest, in the types of contracts described above to ensure that the Department is able to address the potential for organizational conflicts of interest.

The clause requires, among other things, that the contractor disclose any changed circumstances that occur after award which may give rise to any organizational conflict of interest. This process is intended to aid the Department in identifying and avoiding contractual relationships that arise after award and might lead contractors to give advice and assistance that are not unbiased, impartial, objective, and technically sound. It is also intended to eliminate any unfair competitive advantage that might accrue to

the contractor as a result of changed circumstances.

In contracts with universities where DOE has major investments in facilities, but does not own or lease the land, DEAR 970.5204-36 requires that universities have policies designed to avoid conflict of interest situations.

### **How can you identify Organizational Conflicts of Interest?**

Basically, there are two questions to ask when determining if an actual or potential organization conflict of interest might exist:

- Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the Department?
- May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract in question?

DOE Acquisition Guide, Chapter 9, "Contracting Qualifications," contains guidance on Organizational Conflicts of Interest.

The following examples are listed to help identify organizational conflicts of interest:

- Competing interests - Could other contractual relationships be perceived as important enough that it could introduce bias into the work either consciously or unconsciously?

- Disclosure of confidential information - Does the firm possess other contractual relationships? Could the firm potentially create a significant profit by disclosure to such other interests of confidential, non-public information, which is otherwise unavailable?
- Adversarial relationships - Does the firm have ongoing business relationships that could be adversarial to the firm's work under a specific contract?
- Effects on revenue from other sources - Does the firm receive income which could potentially be significantly increased or decreased by undertaking the contract?
- Unfair competitive advantage - Is the firm seeking to provide services or products for a program for which it has provided or is providing systems engineering or technical direction? Has the firm prepared or furnished specifications or work statements on which it now wishes to bid on a competitive basis? Has the firm during the course of performing assignments obtained proprietary information that could give it an unfair competitive advantage in a procurement it is seeking?

### **How are contractor gratuities to Government personnel handled?**

FAR 52.203-3 states contractors are not to offer gratuities to government employees (e.g., an entertainment or gift) with the intent to obtain a contract or favorable

treatment under a contract. When the Government determines that a violation has occurred, they may terminate the contractor's right to proceed, and initiate debarment or suspension measures.

### **What are subcontractors prohibited from under the Anti-Kickback Act?**

The "Anti-Kickback Act" procedures, embodied in the clause at FAR 52.203-7, prohibit subcontractors from making direct or indirect payments to any employee or agent of a Federal prime contractor or higher tier subcontractor for the purpose of improperly obtaining favorable treatment relating to a prime contract award. Violations of this statute could result in criminal prosecution, recovery of the illegal payment, and contract cancellations.

### **How does the Disclosure of Lobbying Activities limit payments to influence certain Federal transactions?**

The recipient of a Federal contract, grant, loan, or cooperative agreement is prohibited at FAR 52.203-12 from using appropriated funds to pay any person for attempting to influence an employee of any agency in the:

- Awarding of any Federal contract;
- Making of any Federal grant;
- Making of any Federal loan;
- Entering into of any cooperative agreement; or

- Modification of any Federal contract, grant, loan, or cooperative agreement.

The contractor's Disclosure of Lobbying Activities is updated quarterly for material changes. Failure to file or amend the disclosure form is subject to civil penalties and other remedies.

**F. What other requirements cover the management of work under the contract?**

Situations arise under contracts which may be considered as part of routine actions depending on the normal day-to-day activity under individual contracts. In order to ensure that both the contractor and DOE know their responsibilities in those situations, clauses are included which establish the framework for dealing with those circumstances. Before award, the contractor and Government attempt to anticipate the probable issues, which might occur under the contract, and provide for them clearly and comprehensively within the provisions of the contract. In doing so, the contractor and the Government attempt to ensure that provisions are included in the contract which will cover most situations that might arise and which will inform them of what is expected of them in those situations.

*The clauses covering what may be considered to be routine work ensure that:*

- Contractors use domestic products to the greatest extent possible;
- The Government has the ability to change the contract work as necessary;

- The contractor provides competent, well qualified staff;
- Printing under the contract is accomplished in accordance with statute;
- Workmanship and materials are of high grade;
- Key personnel are dedicated to the contract work and are replaced only with employees of similar qualifications;
- The contractor works harmoniously with other contractors;
- The contractor provides continuous high grade services during any phase-in phase-out period;
- The contractor provides for safe and convenient Government inspections;
- Contracts are performance-based, work complies with performance standards; and;
- Work under the contract is properly authorized and controlled.

*The clauses associated with events which can happen less frequently ensure that:*

- The Government stops work or terminates the contract as needed;
- The Government decides all claims;
- Delays in the contract work are minimized; and
- Protests are handled properly and expeditiously.

## **WHAT ARE MY MAJOR ROLES AND RESPONSIBILITIES IN THE AREA OF BUSINESS AND CONTRACT MANAGEMENT?**

On the following pages are the major roles and responsibilities of members of the contract administration team. Key sections of documents have been summarized for ease of reference. Please bear in mind that the referenced documents themselves are controlling and should be consulted for a complete discussion of the various roles, responsibilities and requirements. Additionally, other documents, not listed here, may contain other roles and responsibilities.

Note: Various responsibilities on the following pages are marked with an asterisk (\*). This signifies that the responsibility is not specifically assigned to this individual by a clause, regulation, or procedure. It is suggested because:

(1) The responsibility is necessary to perform Government contract administration responsibilities; and is either commonly performed by this individual or reflects "good business practice."

(2) The responsibility is stated in the reference as a DOE/Government responsibility; and is either commonly performed by this individual or reflects "good business practice."

Local guidance may determine who specifically is obligated to perform the responsibility.

### **Regarding the Specification of Applicable Directives under the Contract**

#### **PROGRAM AND REQUIREMENTS PERSONNEL**

Identify applicable directives pre and post award for each contract.

**[DEAR 970.0470-1, DEAR 970.5204-60, DEAR 970.5204-78, Hopf Memorandum of February 19, 1999]**

\* Provide technical guidance and approval on required plans.

**[DEAR 970.5204-60]**

#### **CONTRACTING OFFICER**

\* Incorporate applicable directives in solicitations, contracts and modifications.

**[DEAR 970.5204-60; DEAR 970.5204-78]**

Review and update, at least annually, the “List B” documents in DEAR 970.5204-78 to ensure they are complete and current.

Identify the organization and individuals with operational, line management, or technical support responsibility for each requirement, in order to accomplish updates, and

Request that they review the requirements and affirm their applicability.

**[Hopf Memorandum of February 19, 1999]**

\* Approve lease agreements and utility contracts (when the cognizant program or requirements individual does not have warrant).

**[DEAR 970.5204-60]**

\* Agree, as appropriate, with the contractor to a tailoring process to add, modify or delete ES&H directives during contract performance.

**[DEAR 970.5204-78]**

## **CONTRACTOR**

Implement and comply with applicable DOE Directives.

**[DEAR 970.5204-60; DEAR 970.5204-78]**

Prepare and submit Long-Range Site Development Plan for approval and maintain through annual updates.

**[DEAR 970.5204-60]**

Agree with the CO to a tailoring, review and update process of applicable ES&H requirements for use during contract performance.

**[DEAR 970.5204-78]**

## **Regarding the Authorization of Work Under the Contract**

### **OPERATIONS/FIELD OFFICE MANAGER**

Perform the responsibilities of the Work Authorization clause as follows:

- Ensure that work performed by an PBMC contractor does not violate restrictions or constraints on the use of DOE-controlled facilities and that it is carried out in a manner that protects the workers, public, and the environment against Environmental, Safety and Health hazards arising from performance of contract work.
- Ensure that the applicable work authorization requirements have been satisfied prior to granting authorization to proceed and that the PBMC contractor has no significant disagreement with the assignment before work commences.

#### **[DOE O 412.1]**

Perform the responsibilities of the Work Authorization clause as follows:

- Review all proposed work authorizations to PBMC contractors under their cognizance to ensure that they are appropriate for performance by an PBMC contractor; are within the mission of the PBMC contractor selected; and, for PBMC contractors with institutional plans, are within the scope and general levels of efforts agreed upon.
- Issue and revise work authorizations for work assigned by the DOE field element when the assignment decision has been delegated.
- Ensure that the contractor provides a signed copy of the work authorization and all required reports to the Program Secretarial Officers as required.
- Monitor performance and reports submitted by the PBMC contractors to ensure that work performed and cost incurred conform to work authorizations issued.
- Authorize work in accordance with the approved funding program, programmatic guidance, and established procedures for administrative control of funds.
- Ensure that costs related to work authorizations can be adequately tracked prior to issuing the authorization.
- Review field work proposals prepared by contractors for consistency with program and other guidance.
- Ensure the PBMC contractors provide technical information to the Director of Scientific and Technical Information (SC-33) in accordance with the requirements of DOE O 241.1, Scientific and Technical Information Management.

#### **[DOE O 412.1]**

## **CHIEF FINANCIAL OFFICER**

Perform tasks of an accounting and budget nature associated with the process described in this Order, such as issuing allotments, Approved Funding Programs, and financial reports.

**[DOE O 412.1]**

## **CONTRACTING OFFICER**

\* Coordinate with others on work authorizations to ensure:

- All work authorized or de-authorized in a work authorization is documented;
- All work authorizations are performance-based, consistent with DOE's strategic management system and DOE G 120.1-5, Guidelines for Performance Measurement; and
- Each work authorization, at a minimum, contains the information set forth in paragraph 4.c. of the order.

**[DOE O 412.1]**

## **CONTRACTOR**

Perform the responsibilities of the Work Authorization clause as follows:

- Indicate acceptance of the work by signing the work authorization and returning signed copies to the field element and to the Headquarters program budget point of contact.
- Carry out the work agreed to in the work authorization consistent with its terms and conditions.
- Complete the reporting requirements as described in the work authorization.
- Make technical information available to the Director of Scientific and Technical Information (SC-33) in accordance with the requirements of DOE O 241.1.
- Submit field work proposals as requested.

**[DOE O 412.1]**

## **Regarding the Work for Others Program**

### **CHIEF FINANCIAL OFFICER**

Concur with the Cognizant Secretarial Officer for Work for Others construction that exceeds the General Plant Project site threshold.

**[DOE O 481.1X]**

Develop and maintain adequate financial information of Work for Others and prepare financial reports as necessary.

**[DOE O 481.1X]**

### **COGNIZANT SECRETARIAL OFFICER**

Approve facility construction that exceeds the General Plant Project threshold after concurrence from the Chief Financial Officer.

**[DOE O 481.1X]**

Approve annual Work for Others levels and requests for increases with recommendations of the responsible Head of the Field Element.

**[DOE O 481.1X]**

Review annually the Work for Others program to ensure consistency with policies.

**[DOE O 481.1X]**

### **PROCUREMENT EXECUTIVE**

Provide consultation, training, or facilitator services to the cognizant DOE Offices or contractors, as requested by the HCA.

**[DOE O 481.1X]**

Ensure the Director, Office of Headquarters Procurement Services (MA-54), accepts WFO projects for Headquarters elements.

**[DOE O 481.1X]**

Establish Work for Others policies, process manual, and summary report in coordination with cognizant Secretarial Officers, including approval of requests for excluding projects from the order.

**[DOE O 481.1X]**

Conduct periodic reviews and establish program performance measures of Work for Others in conjunction with DOE Business Management Operating Practices.  
**[DOE O 481.1X]**

## **OPERATIONS/FIELD OFFICE MANAGER**

Accountable to the Cognizant Secretarial Officer for Work for Others conducted in DOE facilities under their purview.  
**[DOE O 481.1X]**

Develop local procedures for review, acceptance, authorization and monitoring Work for Others consistent with DOE policies.  
**[DOE O 481.1X]**

Conduct periodic reviews of the contractor's policies for accepting non-Federal Work for Others projects.  
**[DOE O 481.1X]**

Recommend annual Work for Others levels for Cognizant Secretarial Officer approval. Monitor Work for Others levels and request increases.  
**[DOE O 481.1X]**

Notify Cognizant Secretarial Officer of any Work for Others projects that involve sensitive subjects.  
**[DOE O 481.1X]**

Ensure DOE and/or contractor review proposed Work for Others projects involving human and/or animal subjects for compliance with regulations.  
**[DOE O 481.1X]**

Ensure Work for Others projects are protected in accordance with applicable DOE security, safeguards, and classification policies.  
**[DOE O 481.1X]**

Establish and implement closeout procedures for Work for Others projects.  
**[DOE O 481.1X]**

Submit annual Work for Others report to the Cognizant Secretarial Officer and Director of Management and Administration, MA-1.  
**[DOE O 481.1X]**

## **COUNSEL**

\* Provide legal advice on issues related to Work for Others.

## **ES&H**

Ensure Work for Others research involving human/animal subjects complies with regulations. Approve proposed Work for Others projects involving human subjects unless delegated to contractor.

**[DOE O 481.1X]**

## **CONTRACTING OFFICER**

Certify in writing that the proposed work under Work for Others is

- consistent with or complementary to DOE missions,
- does not adversely impact programs of the facility,
- does not place the facility in direct competition with the domestic private sector, and
- does not create a detrimental future burden on DOE resources.

**[DOE O 481.1X]**

## **CONTRACTOR**

Establish and maintain a management system that ensure Work for Others program and policy requirements are satisfied.

**[DOE O 481.1X]**

Develop appropriate performance measures for Work for Others and participate in DOE's Business Management Oversight Process.

**[DOE O 481.1X]**

Select subcontract work in direct support of Work for Others projects.

**[DOE O 481.1X]**

Review proposed work involving human/animal subjects for compliance with regulations.

**[DOE O 481.1X]**

Review projects for compliance with Environment, Safety and Health (ES&H) requirements.

**[DOE O 481.1X]**

Monitor Work for Others levels to ensure consistency with Cognizant Secretarial Officer approved levels.

**[DOE O 481.1X]**

Notify DOE of any Work for Others projects that involve sensitive subjects.  
**[DOE O 481.1X]**

Maintain a project summary listing on each active Work for Others project.  
**[DOE O 481.1X]**

Submit annual Work for Others report for facility by December 10.  
**[DOE O 481.1X]**

## **Regarding Preventing Improper Business Practices**

### **HEAD OF THE AGENCY**

May terminate the contractor, after notice and hearing, for offering or giving a gratuity.  
[FAR 52.203-3]

### **HEAD OF THE CONTRACTING ACTIVITY**

Determine if violations of subsection 27(a), (b) or (c) of the OFPP Act occurred as preparation for a decision by DOE whether or not to reduce the price of a fixed-price type contract or the total cost and fee under a cost-type contract.  
[FAR 52.203-10]

### **SOURCE SELECTION OFFICIAL**

\* Make Organizational Conflict of Interest determination in Source Evaluation Board procurements.

### **COUNSEL**

\* Provide legal advice on Organizational Conflict of Interest issues, ethics, improper business activities, and applicable directives.

### **PROGRAM AND REQUIREMENTS PERSONNEL**

\* Identify to the contracting officer purchase request tasks with the potential of being subject to Organizational Conflict of Interest.  
[DEAR 952.209-72]

## **CONTRACTING OFFICER**

Make Organizational Conflict of Interest determination in non Source Evaluation Board procurements that a potential conflict exists or that there is little or no likelihood that a conflict exists with respect to a particular offeror.

**[DEAR 952.209-72; Acquisition Guide Chapter 9]**

May offset amount of a kickback or direct a prime contractor to withhold sums owed a subcontractor.

**[FAR 52.203-7]**

\* May, if the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended:

- Cancel the solicitation, if the contract has not yet been awarded or issued; or
- Rescind the contract with respect to which:
  - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act as set forth in the clause, or
  - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

If the Government rescinds the contract, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

**[FAR 52.203-8]**

## **CONTRACTOR**

Warrant that no person/agency has been employed/retained to solicit/obtain the contract for a contingent fee except a bona fide employee/agency.

**[DEAR 970.5203-1, FAR 52.203-5]**

Has procedures designed to avoid conflict of interest, if a university.

**[DEAR 970.5204-36]**

Have implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its technology transfer activities.

**[DEAR 970.5204-40]**

Avoid conflicts of interest in the award of construction and architect-engineer subcontracts.

**[DEAR 970.5204-22]**

Establish procedures to assure review and appropriate treatment of subcontract Organizational Conflict of Interest.

**[DEAR 952.209-72]**

Has reasonable procedures to prevent and detect Anti-Kickback violations; and  
Report in writing possible violations to DOE Inspector General/ HCA or Department of Justice.

**[FAR 52.203-7]**

Submit Disclosure of Lobbying Activities prior to award with quarterly updates of material changes for the prime and subcontractors to the CO.

**[FAR 52.203-12]**

Not offer gratuities to government employees.

**[FAR 52.203-3]**

## **Regarding Other Requirements for the Management of Work**

### **COUNSEL**

- \* Advise and coordinate with the contracting officer on deciding if the protest should be challenged by DOE and, when challenged, preparing the agency report for the Head of Contracting Activity, the Procurement Executive or the General Accounting Office.
- \* Act as liaison for DOE when a suit protesting award of a DOE contract is filed with the appropriate Federal court.

**[DOE Acquisition Guide, Chapter 33]**

- \* Provide the contracting officer with legal counsel and advise as requested.

### **PROGRAM AND REQUIREMENTS PERSONNEL**

- \* Describe performance requirements in contracts in terms of results rather than methods of accomplishing the work.
- \* Use measurable performance standards and objectives and quality assurance surveillance plans.
- \* Specify procedures for award or incentive fee reduction when work activities are not performed or do not meet contract requirements.

**[DEAR 970.1001]**

### **PROCUREMENT EXECUTIVE**

Decide protests to DOE if any of the circumstances at DEAR 933.103(i)(1) exist and issue a decision on protests to DOE within 35 calendar days, unless a longer period if time is determined to be needed.

**[DOE Acquisition Guide, Chapter 33]**

### **HEAD OF THE CONTRACTING ACTIVITY**

Concur on determinations of nonavailability for individual items valued in excess of \$100,000.

**[DEAR 970.5204-22(g)]**

Authorize the contractor to make determinations of nonavailability for individual items valued at \$100,000 or less if the contractor has an approved purchasing system.

**[DEAR 970.5204-22(g)]**

Determine, if supportable and if the contract exceeds \$1 million, that domestic preference is inconsistent with the public interest.

**[FAR 25.102, DEAR 925.102]**

Decide protests to DOE unless one or more of the circumstances at DEAR 933.103(i)(1) exist, issue a decision on the protest to DOE within 35 calendar days, unless a longer period is determined to be needed.

**[DOE Acquisition Guide, Chapter 33]**

## **OFFICE OF MANAGEMENT SYSTEMS (MA-53)**

Explore with the contracting officer the use of alternative dispute resolution techniques with the protester.

**[DOE Acquisition Guide, Chapter 33]**

## **CONTRACTING OFFICER**

Determine, if supportable and if the contract is \$1 million or less, that domestic preference is inconsistent with the public interest.

**[FAR 25.102, DEAR 925.102]**

Approve contractor determinations of nonavailability for individual items, after obtaining the concurrence of the HCA for individual items valued in excess of \$100,000.

**[DEAR 970.5204-22(g)]**

Determine the cost of domestic end products to be unreasonable, as appropriate.

**[DEAR 970.5203-3, FAR 52.225-3]**

May at any time and without notice to the sureties, issue written directions within the general scope of the contract requiring additional work or directing the omission of, or variation in, work covered by the contract. Make an equitable adjustment of the fee, if any, in accordance with the agreement of the parties and modify the contract accordingly.

**[DEAR 970.5204-11]**

\* Require the contractor to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be contrary to the public interest in the event the contractor fails to do so. (Does not apply if alternate paragraph (c) is used).

Approve the contractor's standards and procedures necessary to effectively implement the provisions of DEAR Clause 970.2272 (Applies only if alternate paragraph (c) is used).

**[DEAR 970.5204-12]**

\* Disallow cost of printing services not obtained in compliance with the Government Printing and Binding Regulations.

**[DEAR 970.5204-19]**

Direct, as appropriate, any deviation from the workmanship and materials standards set forth in paragraph (a) of the clause.

Determine whether equipment, materials or articles referred to in the specifications as “equal to” any particular standard are in fact equal.

Direct the contractor, as appropriate, to submit for approval samples of or test results on any materials proposed to be incorporated in the work before making any commitment for the purchase of such materials.

**[DEAR 970.5204-25]**

Approve or disapprove contractor requests to reassign, remove or replace key personnel.

**[DEAR 970.5204-42]**

Follow the procedures for terminations as follows:

- Terminate, as provided in the clause, the contract in whole or in part by providing a written notice to the contractor following the contractor’s failure to cure the fault or failure within such period as the contracting officer has allowed.
- Approve settlement of existing orders, subcontracts and commitments.
- May require the contractor to support the Government’s assuming all rights and benefits for specific obligations, commitments and/or claims.

**[DEAR 970.5204-45]**

Follow the procedures for terminations as follows:

- May negotiate a revised fee for the contract or specify a revised fee in the absence of agreement (subject to the Disputes clause).
- Approve or disapprove expenditures made by the contractor after the date of termination for the protection or disposition of Government property.
- Require, as appropriate, an accounting of Government-owned property, and, determine the need for an inventory. If not requiring an inventory, accept the maintenance and disposition records of Government-owned property in accordance with the clause entitled “Accounts, Records and Inspection” as full compliance with all requirements of the contract pertaining to an accounting for such property.

**[DEAR 970.5204-45]**

May at any time, by written order, require the contractor to stop all or any part of the work called for by the contract for a period of 90 days after the order is delivered to the contractor and for any further period to which the parties may agree.

During the period of the stop-work order, either (1) cancel the stop-work order, or, (2) terminate the work covered by the order as provided in the appropriate termination clause of the contract.

**[FAR 52.242-15, FAR 52.242-16]**

Specifically identify the order as a stop-work order issued under this clause. Make an equitable adjustment in accordance with paragraph (b) of this clause. If the work covered by the order is terminated, allow reasonable costs resulting from the stop-work order. If the facts so justify, act upon a proposal for adjustment received anytime before final payment under the contract.

**[FAR 52.242-15, FAR 52.242-16, FAR 52.233-3]**

Decide in writing Government claims either from or against the contractor.

Render a decision for contractor claims of \$100,000 or less within 60 days of the request if requested in writing by the contractor.

Decide the claim, for contractor-certified claims over \$100,000, or notify the contractor of the date by which the decision if not made within 60 days.

May agree to use alternate disputes resolution.

**[FAR 52.233-1]**

May, by written order, direct the contractor to stop performance of the work called for by the contract, upon receipt of a notice of protest or a determination that a protest is likely. Upon receipt of the final decision in a protest, either (1) cancel the stop-work order, or (2) terminate the work covered by the order in accordance with the appropriate termination clause of the contract.

**[FAR 52.233-3]**

Provide written notice to the contractor that phase-in, phase-out services will be required and for what duration.

Negotiate and approve a contractor plan for transition of the work under the contract to a successor contractor.

**[FAR 52.237-3]**

Perform the responsibilities of the Excusable Delays clause as follows:

- Upon the request of the contractor, ascertain the facts and extent of the contractor's failure to perform the contract under its terms.
- Determine whether a failure to perform resulted from one or more of the causes set forth in paragraphs (a) and b) of Clause FAR 52.249-14, Excusable Delays.
- Revise the delivery schedule if the CO determines that a failure to perform resulted from one or more of the causes set forth the "Excusable Delays" clause.

**[FAR 52.249-14]**

\* Describe performance requirements in contracts in terms of results rather than methods of accomplishing the work.

\* Use measurable performance standards and objectives and quality assurance surveillance plans.

\* Specify procedures for award or incentive fee reduction when work activities are not performed or do not meet contract requirements.

**[DEAR 970.1001]**

Perform the responsibilities associated with protests as follows:

- Withhold award or suspend contract performance in accordance with the provisions of FAR 33.103(f), 33.104(b), (c), and (d), and DEAR 933.103(f), 933.104(b) and (c).
- Make every attempt to resolve protests to the contracting activity through direct negotiations with the offeror with due regard to the need for amending the solicitation.

**[DOE Acquisition Guide, Chapter 33]**

Perform the responsibilities associated with protests as follows:

- Prepare a report including the elements at FAR 33.104(a)(3)(iii) and assemble the information necessary to enable review of the protest and the issuance of a decision by the HCA, the Procurement Executive, or General Accounting Office.
- Provide a copy of the protest and the HCA's protest decision to the Office of Management Systems (MA-52).
- If the protest is to be decided by the Procurement Executive, forward the report described at FAR 33.104(a)(3)(iii) to the Office of Management Systems (MA-52) within 21 calendar days of receipt of the protest.
- Within one (1) day after a protest is filed with the General Accounting Office, give notice of the protest to the contractor if award has been made, or, if award has not been made, to all offerors who appear to have a substantial and reasonable prospect of receiving award if the protest is denied.

**[DOE Acquisition Guide, Chapter 33]**

Perform the responsibilities associated with protests as follows:

- If one or more of the interested parties identifies sensitive information and requests a protective order, obtain a redacted version from that party(ies) for appropriate dissemination.
- Work with the assigned protest attorney from the cognizant Counsel office in reviewing the merits of the protest and preparing the agency report.
- May be required to provide documents to the protester's counsel within ten (10) days after the protest is filed with the General Accounting Office.
- Submit a complete report to the General Accounting Office within 30 days from the date of receipt of the telephonic notice of the protest from General Accounting Office, or, within 20 days after receipt of notification to use the express option.
- Provide all necessary support to cognizant counsel as promptly as possible as requests are made during the pendency of the litigation.

**[DOE Acquisition Guide, Chapter 33]**

## **CONTRACTOR**

Use only domestic end products, except as may be provided in the clause.

**[DEAR 970.5203-3, FAR 52.225-3]**

Will not use in the performance of a contract any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the US by Executive order or regulations of the Office of Foreign Assets Control, Department of Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan. Not acquire for use in the performance of a contract any supplies or services from entities controlled by Iraq.

**[FAR 52.225-13]**

Assert claims for adjustment under DEAR 970.5204-11 in writing within 30 days from the date of receipt by the contractor of the notification of the change.

**[DEAR 970.5204-11]**

Furnish to the CO, as promptly as possible after the execution of the contract, a chart showing the names, duties, and organization of key personnel to be employed in connection with the work, and furnish from time to time supplementary information reflecting changes therein.

**[DEAR 970.5204-12]**

Provide a competent, full-time resident supervisory representative satisfactory to the CO to be in charge of on-site and off-site work at all times.

Maintain satisfactory standards of employee competency, conduct, and integrity and take such disciplinary action with respect to his employees as may be necessary.

Establish such standards and procedures as are necessary to implement effectively the provisions set forth in DEAR 970.2272, and submit them to the CO for approval. (Applies only if alternate paragraph (c) is used).

**[DEAR 970.5204-12]**

In order for it to be an allowable cost, provide or secure duplicating or printing services in accordance with the Government Printing and Binding Regulations, Title 44 of the U.S. Code, and related DOE Directives.

Include a provision substantially the same as DEAR 970.5204-19 in all subcontracts under the contract which require printing.

**[DEAR 970.5204-19]**

Ensure that the grade of workmanship and materials under the contract is:

- First class; and
- All articles, equipment and materials are:
  - (i) new and of the most suitable grade of their respective kinds for the purpose;
  - (ii) in accordance with any applicable drawings and specifications; and
  - (iii) installed to the satisfaction and with the approval of the contracting officer.

**[DEAR 970.5204-25]**

Assign key personnel to performance of the contract work and not reassign or remove any of them without the consent of the CO.

Replace key personnel who become unavailable for assignment of work under the contract with employees of substantially equal abilities and qualifications, with the approval of the CO.

**[DEAR 970.5204-42]**

Fully cooperate with other contractors and Government employees; carefully fit its work to such other work as may be directed by the CO; and, refrain from committing or permitting any act which will interfere with the performance of work by any other contractor or by Government employees.

**[DEAR 970.5204-43]**

Perform the requirements of the Termination clause as follows:

- Discontinue the terminated work and the placing of orders for materials, facilities, supplies and services connected therewith.
- Cancel promptly and settle existing orders, subcontracts, and commitments.
- Execute and deliver all such papers and take all such steps as the contracting officer may require for the purpose of fully vesting in the Government any rights and benefits the contractor might have under or in connection with such obligations, commitments, or claims.
- Furnish a release as required in the clause entitled "Payments and Advances" and account for Government-owned property as set forth in paragraph (c) of this clause.

**[DEAR 970.5204-45]**

Immediately comply with the terms of any stop-work order and minimize the incurrence of cost during the period of the work stoppage.

**[FAR 52.242-15, FAR 52.242-16, FAR 52.233-3]**

Resume work if a stop-work order is canceled or the period of the order expires.

**[FAR 52.242-15, FAR 52.242-16]**

Assert its right to an adjustment within 30 days after the end of the period of the work stoppage.

**[FAR 52.242-15, FAR 52.242-16, FAR 52.233-3]**

Submit claims to the CO in writing within 6 years after accrual of the claim. Certify claims exceeding \$100,000 in accordance with subparagraphs (d)(2) and (3) of the clause, "Disputes." Inform the CO, in writing, of its specific reasons for rejecting an offer for alternative dispute resolution.

Proceed diligently with performance of the contract pending final resolution of any request for relief, claim, appeal, or action arising under the contract and comply with any decision of the CO.

**[FAR 52.233-1]**

Resume work if a stop-work order is canceled either before or after a final decision in the protest.

**[FAR 52.233-3]**

Provide continuity of services as follows:

- Agree to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- The Contractor shall, upon the CO's written notice, (1) furnish phase-in, phase-out services for up to 90 days after the contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.
- The contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the contract are maintained at the required level of proficiency.
- The contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by the contract.
- The contractor shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees.
- The contractor shall release selected employees agreeable to the change at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**[FAR 52.237-3]**

The contractor may request that the CO ascertain the facts and extent of the Contractor's failure to perform the contract under its terms.

**[FAR 52.249-14]**

Provide and maintain an inspection system acceptable to the Government covering the facilities and work called for by the contract.

Furnish, and require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of any Government inspection or evaluation of the work under the contract.

**[FAR 52.246-9]**

## **WHERE CAN I GO FOR MORE DETAILED INFORMATION ON BUSINESS/CONTRACT MANAGEMENT?**

### **On Specifying Applicable DOE Directives**

1. DEAR 970.5204-60, "Facilities Management"
2. DEAR 970.5204-78, "Laws, Regulations and DOE Directives"
3. Memorandum of February 19, 1999, Richard H. Hopf, Director Office of Procurement and Assistance Management (MA-5)
4. FAR 11.101, "Order of Precedence for Requirements Documents"
5. DOE G 252.1-1, "Technical Standards Program Guide"
6. DOE G 450.4-1A, "Integrated Safety Management System Guide"
7. DOE M 450.3-1, "The Department of Energy Closure Process for Necessary and Sufficient Sets of Standards"
8. OMB Circular A-119, "Federal Participation in the Development and Use of Voluntary Consensus Standards and in Conformity Assessment Activities"

### **On Authorization of Work Under the Contract**

9. DOE O 412.1, "Work Authorization System"

### **On Work for Others?**

10. DOE O 481.1X\* "Work for Others (Non-Department of Energy Funded Work)"
11. DOE M 481.1-1X\* "Reimbursable Work for Non-Federal Sponsors Process Manual"

\*Being revised.

### **On Preventing Improper Business Practices**

12. DEAR 970.5203-1, "Covenant Against Contingent Fees"
13. DEAR 970.5204-22, "Contractor Purchasing System"
14. DEAR 970.5204-36, "Preventing Conflicts of Interests in University Research"
15. DEAR 970.5204-40, "Technology Transfer Mission"
16. DEAR 952.209-72, "Organizational Conflicts of Interest"
17. FAR 52.203-3, "Gratuities"
18. FAR 52.203-5, "Covenant Against Contingent Fees"
19. FAR 52.203-7, "Anti-Kickback Procedures"
20. FAR 52.203-8, "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity"
21. FAR 52.203-10, "Price or Fee Adjustment for Illegal or Improper Activity"
22. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions"
23. Acquisition Guide, Chapter 3 "Procurement Integrity"
24. Acquisition Guide, Chapter 9 "Organizational Conflict of Interest"

### **On Other Requirements for the Management of Work Under the Contract**

12. DEAR 925.102, "Policy"
13. DEAR 970.5203-3, "Buy American Act - Supplies" (See also 970.5204-22(g))
14. DEAR 970.5204-11, "Changes"
15. DEAR 970.5204-12, "Contractor's Organization"
16. DEAR 970.5204-19, "Printing"
17. DEAR 970.5204-25, "Workmanship and Materials"
18. DEAR 970.5204-42, "Key Personnel"
19. DEAR 970.5204-43, "Other Government Contractors"
20. FAR 25.102, "Policy"
21. FAR 52.225-3, "Buy American Act - Supplies"
22. FAR 52.225-13, "Restrictions on Certain Foreign Purchases"
23. FAR 52.246-9, "Inspection of Research and Development (Short Form)"
24. FAR 52.249-14, "Excusable Delays"
25. DEAR 970.1001, "Performance-Based Contracting"
26. DEAR 970.5204-45, "Termination"
27. FAR 52.242-15, "Stop-Work Order"

28. FAR 52.242-16, "Stop-Work Order -- Facilities"
29. FAR 52.233-1, "Disputes"
30. FAR 52.233-3, "Protest After Award"
31. FAR 52.237-3 "Continuity of Services"
32. DOE Acquisition Guide, Chapter 33, "Protests"

**DO YOU HAVE ANY COMMENTS OR SUGGESTIONS FOR  
IMPROVING THIS CHAPTER OR THE BOOK? IF SO, PLEASE  
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