
ADMINISTRATIVE INSTRUCTIONS FOR NAVY COST-TYPE IWR'S

All applicable provisions of the prime contract between Bechtel 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 two bids from qualified suppliers must be obtained.
 2. A sealed bid is required if a Bechtel Division is on the bidders list.
 3. Justification for a non-competitive procurement must be written and placed in the lower-tier procurement file.
- B. All purchase actions must include either a fixed price or a price ceiling, and a delivery date or term.
- C. Prior written Bettis approval must be obtained for:
1. Any purchase order (or change thereto) which is on a cost, labor-hour or time-and-material basis, regardless of its dollar amount.
 2. Non-competitive fixed price orders over \$25,000.
 3. Competitive fixed price orders over \$50,000.
 4. Any order which includes the requirement that overtime or other premium labor is to be worked.
 5. Any order which has experimental, developmental, or research work as one of its purposes.
 6. Any order which provides for the fabrication, purchase, rental, installation, or other acquisition of any item of industrial facilities as defined in subpart 45.3 of the Federal Acquisition Regulations.
 7. Any order which provides for the fabrication, purchase, rental, installation, or other acquisition of special tooling having a value in excess of \$1,000.

- 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 until after order placement 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 the Bettis Buyer regarding any suppliers' questions or exceptions.
2. Cost-type IWR's will be governed by the prime contract as outlined in this document.

II. ALLOWABLE COSTS, COST REPORTING, AND BILLING

- A. Allowable costs for the performance of this IWR shall be in accordance with subpart 31.2 of the Federal Acquisition Regulations as supplemented by subpart 231.2 of the Defense Federal Acquisition Regulations supplement.
- B. The supplying Division shall prepare and forward to the Buyer each month a Supplier Cost Control Report, Form 73657.
- C. Each IWR billing must be supported by of a Statement of Cost forwarded to Bettis Accounting immediately following the billing period.

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III. PAYMENT LIMITATION

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

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 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 previously been made 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 Purchasing and disposition or dissemination made only as prescribed by Bettis Purchasing. 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 Bettis Purchasing.

VII. TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA

This IWR is subject to the Corporation'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.

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 DOD 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, Contract Work Hours and Safety Standards Act, Labor Laws.

XII. TERMINATION

Standard Government termination provisions apply.

XIII. OVERTIME

All overtime and shift premium worked under this order by employees charging their time to this order on a direct basis requires prior written Bettis Purchasing approval, whether or not the premium paid to the employee is charged to Bettis.