SPECIAL PROVISIONS - CONTRACTED LABOR TIME RECORDING
SP-20 REV. 3   DECEMBER 10, 2014

PREAMBLE

A. These Special Provisions are requirements of any contract in which this Special Provision document is incorporated. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Contract and are in addition to the General Provisions and other Special Provisions that apply to this Contract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.

B. Without in any way limiting the Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses which may be applicable to this action by law or regulation, the FAR, DEAR and other regulation references herein are specifically incorporated into this Contract. Applicability instructions and comments are provided for convenience only. Contractor is responsible for reviewing the full text of each clause and requesting clarification if the intent or applicability to this specific Contract is not clear.

C. In the referenced clauses, the obligations of CHPRC to the Government as provided in said clauses shall be deemed to be the obligations of Contractor to CHPRC unless otherwise noted below:

D. Whenever necessary to make the context of the FAR/DEAR clauses applicable to this Contract, the term "disputes" shall mean "claims" and the terms "Government," "Contracting Officer," and equivalent phrases shall mean CHPRC except the terms "Government," and "Contracting Officer" do not change:

    1. in the phrases referencing "Government Property" and "Government-Owned Equipment,"

    2. in the clauses referring to "intellectual property rights", "Stop Work", "nuclear hazards indemnity"

    3. when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative,

    4. when access to proprietary financial information or other proprietary data is required for purposes other than CHPRC's obligation to evaluate Cost/Price data submitted by Contractor in conjunction with any provision of this Contract,

    5. when title to property is to be transferred directly to the Government

E. If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Contract, the below FAR/DEAR and Regulatory references shall take precedence.

F. Contractor shall flowdown to its subcontracts at all tiers the applicable portions of these provisions and referenced FAR/DEAR clauses. Referenced Clauses are available at: http://management.energy.gov/policy_guidance/procurement_acquisition.htm

1.0   CONTRACTED LABOR TIME RECORDING (CLTR) SYSTEM

In performance of this Contract Contractor Personnel (Contracted Labor Resources - CLR) are required to utilize the Contracted Labor Time Recording (CLTR) system to record contract-billable time. No other work, invoicing or charging mechanism is authorized for this Contract unless directed otherwise by CHPRC.

2.0   PERSONNEL STATUS

A.   Nothing in this Contract is intended to create a co-employment agreement or Joint venture agreement with Contractor.

B.   The term **Contractor Personnel and Contractor Employee(s)** includes both Contractor and subcontractor employees, temporary staff and all other persons assigned to perform this Contract by Contractor.

C.   All Contractor Personnel using the CLTR system shall remain employees of Contractor and Contractor shall remain solely responsible for matters related to employer-employee relationship issues.

D.   Contractor shall brief and maintain communication with its personnel relative to their status on site as Contractor Personnel. Payroll processing, holiday and vacation time, sick time and income tax shall be clearly explained to Contractor Personnel before they arrive on site to begin work under contract for CHPRC.

E.   Contractor and Contractor Personnel shall adhere to the ethical principles described in FAR part 3.1002.

3.0   CLR SUPERVISOR

Contractor Personnel shall report to the designated CLR Supervisor for work and time-keeping direction. The CLR Supervisor is the CHPRC person designated in the contract to direct and accept the work performed by Contractor Personnel for this Contract. Authority of the CLR Supervisor is limited to providing technical and time-recording guidance only. The CLR Supervisor may not direct material changes to the contract.

4.0   INVOICING & PAYMENT

A.   Payment to the contractor will be based on the CLTR system-generated invoices of records properly submitted by the Contractor's Personnel in the CLTR system and approved by the CLR Supervisor.

B.   The CLTR system will generate an invoice for each contract using the approved time records for the period. A copy of the invoice showing a summary of the time records will be mailed to Contractor.

C.   Contractor is responsible for ensuring that time records are current, accurate and complete, and for promptly reporting payment anomalies.

D.   CLTR system invoice processing is scheduled for the 3rd Wednesday of each month, or another date as identified in the contract. CLTR invoices will be paid in accordance with contract payment terms.

E.   Contractor is not to submit an invoice unless directed otherwise by CHPRC.

5.0   ACCURACY CERTIFICATION

Recording work time and submitting time records in the CLTR system constitutes Contractor's certification that the hours are correctly charged for work performed on the contract and payment is due in accordance with the contract.

6.0   FALSE CLAIMS FOR ERRONEOUS BILLED HOURS

A.   Falsely recording billable hours is a civil and criminal violation of the Federal False Claims Act.

B.   Contractor is responsible to ensure that their personnel are instructed on proper time recording practices and responsibilities associated with submittal of current and accurate time records.

C.   Contractor will be held accountable for the conduct/misconduct of Contractor Personnel with respect to the CLTR system and time records. Failure to comply with the provisions of SP-20 may be considered, by CHPRC, a material breach of contract.

D.   Contractors and Contractor Personnel are responsible for identifying and reporting falsification of billable hours to one or all of the following persons: CHPRC Contract Specialist, CHPRC Procurement Manager, CHPRC Internal Audit Director or CHPRC General Counsel.

E.   Use of the CLTR system to record work hours and obtain contract payments does not relieve Contractor of any record keeping or accounting requirements.

7.0   CLTR WORK SCHEDULE

A.   Contractor Personnel shall work the regular CHPRC work schedule unless an alternate schedule is directed in writing /email by the CLR Supervisor. Assigned CHPRC work shift schedule time is recorded as RW in CLTR. The assigned work location is determined by the CLR Supervisor.

8.0   AUTHORIZATION AND TIME RECORDING

A.   Contractor Personnel will receive a Work Charge Authorization (WCA) which is documentation to record and bill time to a specific Charge Account Control Number (CACN). Contractor Personnel must have a WCA for every CACN recorded in CLTR. The WCA must be retained by Contractor Personnel to demonstrate proper charging authorization when requested as part of a time record audit or review.

B.   Only actual hours worked in support of CHPRC-assigned work objectives are to be entered into CLTR.

C.   Contractor Personnel must record contract-billable time worked on a daily basis in CLTR at the end of the work day. Completed time records must be submitted for approval at the end of the work week.

D.   Unless directed otherwise, time shall be recorded to the nearest 1/10 of an hour.

E.   Non-productive time, holidays, sick leave, vacation, personal business, corporate business, doctor appointments, jury duty, travel time to and from primary work location, site closures, weather delays, early release, compensatory or offsetting time, etc. shall not be recorded in CLTR unless specifically directed by CHPRC in writing.

F.   The CHPRC CLR Supervisor-directed training and medical exams are considered contract-billable productive hours.

G.   Contractor Personnel may not record billable hours in advance of work unless billable business travel and/or training attendance will preclude entering the time on the day worked.

H.   A manual log may be used temporarily when Contractor Personnel are unable to access CLTR. The billable hour information should be entered into CLTR as soon as access to the CLTR system is available.

I.   All CLTR irregular time record entries for time other than regular work during normal working hours, entered in advance, corrections, etc. must be supported by a comment on the CLTR time record and additional offline justification provided to the supervisor if needed for clarity or justification.

9.0   OVERTIME & NON-STANDARD SHIFT CODES

A.   Shift codes other than RW may only be recorded in the CLTR system if allowed in the Contract.

B.   Recording time using a non-standard shift code must be pre-approved by the CHPRC CLR Supervisor. Contractor Personnel must cite the authorizing authority in the time record "Comments" field.

10.0   CORRECTIONS TO CLTR HOURS

A.   Adjustments and corrections to CLR time records must be made in a timely manner via the CLTR system with supporting explanation provided in the time record comments.

B.   CHPRC may refuse to accept any time records, changes or corrections which are not submitted within 90 days of the work day.

C.   Adjustments which are not made by the original Contractor Personnel require written explanation to CHPRC and may be refused if the accuracy of the adjustment cannot be verified.