

SECTION C: DRAFT CONTRACT

Following is a draft of the contract contemplated as a result of this solicitation. Prospective offerors are reminded to review the draft contract to ensure they are prepared to comply. The draft contract will be updated to reflect the final agreement reached based on the proposal submitted and discussions, if any, that are held.

CH2M HILL
Plateau Remediation Company
Mail Stop H8-41
2420 Stevens Center Place
P.O. Box 1600
Richland, WA 99352

Contractor:
TBD

Contract Specialist: Brandis J. Wood
Phone Number: (509) 376-6933

Contractor Contact: TBD
Phone Number: TBD

Start Date: TBD
Contract Type: Labor Hour
Contract Value: \$ TBD

End Date: 9/30/2016
FOB Point: N/A
Payment Terms: Net 30

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Printed Name/Title

Printed Name/Title

Date Signed

Phone

Date Signed

Phone

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PART I - STATEMENT OF WORK**1.0 DESCRIPTION OF WORK - GENERAL**

- **Contracted Labor Position Title:** Fire Protection Engineer
- **COCS:** E120
- **Estimated Duration of Assignment:** Award through 9/30/2016 with two (2), one (1) year option periods through 9/30/2018
- **FT/PT - Hours:** FT (40 hrs per week)
- **Work Location:** Hanford Site, Richland WA as directed by the CLR Supervisor

2.0 DESCRIPTION OF WORK - SPECIFIC

Perform Fire Protection Engineering duties in support of the CHPRC Fire Protection organization. The duties include: fire protection facility assessments, fire hazards analysis, development of equivalencies and exemptions, perform the duties of HFMO Deputy Fire Marshal, and other associated documents.

Required Qualification Standards

1. A Fire Protection Engineer that is a graduate of an accredited university or college with a Bachelor of Science in engineering or related technical field and meets the qualifications for Professional Member Grade in the Society of Fire Protection Engineers, or an engineer that has a Professional Member grade in the Society of Fire Protection Engineers, or an engineer that is a Registered Professional Fire Protection Engineer.
2. Demonstrate a thorough working knowledge of the codes, principles, practices, and techniques in the field of fire protection engineering including NFPA and regulatory codes.
3. Have experience coordinating fire protection design and practical application with other technical disciplines to achieve a comprehensive approach to fire prevention/protection.

Desired Qualifications:

1. One or more years of nuclear related experience.
2. Have knowledge of fire protection related to DOE orders and supplemental directives.
3. FPE License in the state of Washington; if licensed in another state, ability to obtain reciprocity for a Washington State FPE License.
4. 20 years' experience preferred.
5. Experience performing Hanford Site Facility Fire Protection Assessments (FFPAs)
6. Have a high level of interpersonal communication skills and computer skills.

3.0 PERSONNEL REQUIREMENTS

3.1. Training and Qualification

- A. The Contractor is expected to provide appropriately trained and qualified staff to perform the type of work associated with their skill of craft at the Hanford site.
- B. CHPRC shall provide the Contractor staff any task or facility specific training as required for site and facility access and safe performance of assigned tasks.

3.2. Security and Badging Requirements

For any on site work, general site access badging is required. Special clearance requirements will be provided, if applicable.

3.3. Site Access And Work Hours

Work will be done on a 4 x 10 schedule. The standard workday shall consist of ten (10) hours of work between 6:00 AM and 4:30 PM, with one-half hour designated as an unpaid period for lunch. No work occurs on the non-working Fridays. If schedule alternative is required the CLR Supervisor will communicate to contractor's contact. Shift schedules are not consistent.

3.4. Time Recording

Contract individuals providing support under this Contract for CHPRC will be required to utilize the Contracted Labor Time Recording (CLTR) system. Individuals providing support shall only record actual (productive) hours worked in the CLTR system on a daily basis.

Time shall not be recorded in CLTR for Hanford Site Holidays, sick days, vacation, jury duty, or emergency facility closure days.

4.0 ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY REQUIREMENTS

Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall comply with, and assist CHPRC in complying with Environmental, Safety, Health, and Quality (ESH&Q) requirements of all applicable laws, regulations and directives.

The following project-specific ESH&Q requirements are applicable to this scope of work in addition to the requirements identified in the contract General Provisions and, when work is being conducted on site, the additional ESH&Q requirements in SP-5 Special Provisions - On-Site Services.

4.1. Quality Assurance and Control

Contractor shall be responsible for performing quality workmanship and shall conduct the quality control measures necessary to ensure work conforms to requirements above.

5.0 MEETINGS AND SUBMITTALS

5.1. Meetings

After contract award, the Contractor shall participate in Meeting(s) required by the CLR Supervisor.

5.2. Submittals

There are no submittals required for this workscope.

6.0 DELIVERABLES, PROJECT CONTROLS, MILESTONES, AND PERFORMANCE SCHEDULE REQUIREMENTS

6.1. Deliverables

Deliverables shall be delineated by the CLR Supervisor.

6.2. Project Controls and Milestones

Project controls and milestones shall be delineated by the CLR Supervisor.

6.3. Performance Schedule Requirements

The performance schedule will be in accordance with the Contract requirements.

END OF PART I - STATEMENT OF WORK

PART II - FINANCIAL TERMS**1.0 CONTRACT TYPE AND VALUE**

This Contract is a Labor Hour type contract.

The estimated value of this Contract is a not to exceed ceiling of **\$TBD** including fee and applicable taxes.

Unless otherwise specified in the contract, the labor-hour prices are fully burdened and firm for the duration of the contract.

A Time and Materials Contract will be issued separately for authorized other direct costs associated with reimbursement of travel expenses and will not include markup, overhead, G&A or handling fees. Material deliveries are not allowed.

2.0 CONTRACT ESTIMATED PERIOD OF PERFORMANCE

The Contract will include a period of performance. CHPRC reserves the right to extend or reduce the period of performance based on twenty-four (24) hours written notice.

3.0 PAYMENT SCHEDULE**3.1. Payment Schedule**

In accordance with the provision of this Contract/Release Contractor shall be reimbursed for authorized and approved work in accordance with the following:

LABOR

<u>Name/Classification</u>	<u>Hourly Rate</u> <u>(Regular</u> <u>Work/Overtime)</u>
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The primary technical contributors for this Contract when identified above shall not be reassigned during the period of performance of this Contract/Release without prior approval of the Contract Specialist and CHPRC's Technical Representative (BTR).

OTHER DIRECT COSTS

Only those Other Direct Costs (ODCs) associated with reimbursement of travel expenses, as authorized under a separate Time & Material Contract will be reimbursed in accordance with the Federal Travel Regulations and CHPRC's Travel Policy.

4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS

CHPRC reserves the right to request a complete pricing breakdown, including certified or uncertified cost or pricing data as applicable for any change orders or modifications that have an impact to the established contract pricing.

5.0 TAXES

Contractor shall refer to the TAXES section of the General Provisions.

6.0 PAYMENT TERMS

Payment terms are Net 30 days from receipt of a properly completed Contractor invoice, or after generation of a CLTR Auto Invoice.

Payments will be made by electronic funds transfer (AFT). An "Authorization for Electronic Funds of Invoice Payments" form must be completed and returned before payments can be made. A copy of the form is available for downloading from CHPRC's Acquisition Internet Web. <http://www.hanford.gov/pmm/files.cfm/efc.pdf>

Please note a signed original form must be mailed to the designated address on the form

6.1. Estimated Cost of Contract

The estimated value for this Contract is as stated above. The Contractor shall not exceed this amount without specific written authorization from CHPRC. The Contractor shall notify the cognizant Contract Specialist in writing when the Contractor reaches 75% of the current estimated value.

7.0 INVOICING INSTRUCTIONS - CLTR

7.1. Invoices and Payments (CLTR System)

Billable hours worked by Contracted Labor Resources (CLR) under this Contract must be recorded and approved in CHPRC's CLTR system. Based on the labor hour data which is recorded and approved in CLTR, CHPRC will automatically generate an invoice (Auto Invoice), from which payment of releases for Contracted Labor Resources will be made. Therefore, the Contractor is not required to submit invoices for Contracted Labor Resources' time.

Contractor is required to issue payroll and benefit checks to CLTR staff prior to reimbursement by CHPRC. CLTR will be processed bi-weekly in accordance with the terms of payment set forth in the Contract.

A. The CLTR Invoice

CLTR system will generate an Auto Invoice for each release for Contracted Labor Resources with time recorded and approved in the CLTR system.

The Auto Invoice will include all time records which were approved during the invoice period. The invoice shows the period of time recorded and the approved date.

A copy of the Auto Invoice will be emailed to the Contractor in PDF file format. It is the Contractor's responsibility to provide the Contract Specialist with any changes to the email address. The single PDF invoice file will contain all contracts and/or releases with submitted and processed time for that invoice period. Each release will be shown on a separate page in the PDF invoice file.

Any payments made by the CLTR system are considered a partial payment which does not relieve the Contractor from submitting an invoice for the balance of the invoiceable costs and charges each month. Invoices will include a line showing the CLTR cost as a partial payment received. (See paragraph under 9.1 above)

B. Invoice Period

Auto Invoices will be processed and distributed on the 3rd Wednesday of each month.

The invoice period will run from Monday of the invoice processing week through to the Sunday preceding the next processing.

C. Contractor Actions Required

Contractor will inform all Contracted Labor Resources (CLR) of the CLTR timekeeping requirements and ensure that all personnel who have been designated to record their time in CLTR are doing so promptly and accurately.

Upon receipt of the invoices, Contractor will review and verify the CLR's time to ensure it is accurate. Contact your CLR and the BTR promptly to discuss any discrepancies.

D. Corrections/Changes

If an error is found in a time record, the CLR will be required to submit a corrected time record. Payment adjustments for the corrected time record will be processed in the next invoice period.

Recording hours worked and submitting the time records for approval in the CLTR system constitutes contractors certification that the hours are correctly charged for work performed and that contractor is requesting payment in accordance with the contract. Use of the CLTR invoice process does not relieve contractor of any record keeping or accounting requirements.

7.2. Contractor Invoices (Non-CLTR System)

The following process shall be used on invoices submitted to CH2M HILL Plateau Remediation Company. Failure to do so may result in Delayed Payment or Returned Invoices.

General Requirements

1. Submittal of an invoice constitutes Contractor's certification that materials, work and/or services have been provided, and invoiced amounts are in accordance with the contract.
2. Each Contract, Release and Purchase order must be invoiced separately and in a timely manner with respect to the invoiced products or services.
3. The invoice must clearly & legibly identify the
 - a. Contractor's Name
 - b. Unique Invoice Number
 - c. Contract, Contract Release and/or Purchase Order Number
 - d. Itemized description of the supplies or service provided
4. Remittance will only be made to the remittance address on file for the contractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.

5. An "Authorization for Electronic Funds Transfer (EFT) of Invoice Payments" must be on file with CHPRC before EFT payments can be made.
<http://www.hanford.gov/pmm/files.cfm/eft.pdf>

Invoices should include the name and telephone number of a company representative available to respond to questions about the invoice

Contracts for Services:

1. Unless otherwise authorized in the Contract, service contracts may not be invoiced more than once per calendar month.
2. The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals).
3. Invoiced amounts, rates, other direct charges or travel must be specifically defined in the contract to be allowable for reimbursement.
4. When applicable for this type of contract, indicate the name(s) of the worker(s) labor rate, billable work hours, and period of performance on each invoice.
5. Travel expenses (if authorized) must be itemized and supported with receipts in accordance with the requirements set forth under clause, "Reimbursement of Travel Expenses" or as otherwise stated within the Contract.

Submittal

1. Invoices and supporting documentation may be submitted electronically in a format acceptable to CHPRC (preferred).
2. Submit invoices electronically via e-mail to both CH2M HILL Plateau Remediation Company Accounts Payable (CHPRC AP) at the following e-mail address: chprcap@rl.gov (chprcap@rl.gov) and (in the same email) to the Contract Specialist.
3. The contractor's name, invoice number, and the contract and release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Contractor Name, Invoice XXXXX, Contract XXXXX-X.
4. Submit hard copy invoices including supporting documentation to CHPRC's Accounts Payable organization at the address below.

CH2M HILL Plateau Remediation Company
Accounts Payable - Mail Stop: H7-32
P.O. Box 1600
Richland, WA 99352

8.0 SPECIAL INSTRUCTIONS

8.1. Reimbursement of Travel Expenses

Rev. 8 05/13/2015

1. **Travel Authorization:** **Only** when authorized **in advance by CHPRC as part of the Contract**, will Contractor personnel be reimbursed for travel expenses incurred in performance of this Contract. Expense reimbursement is limited to costs incurred for lodging plus meals and incidental expenses (M&IE) considered reasonable, allowable, and allocable, and that do not exceed the maximum per diem rates in effect at the time of travel as set forth in Federal Travel Regulations (FTR). Contractor is expected to take reasonable steps to minimize the amount of travel expenses. Links to the [FTRs and current per diem rates](#) can be found on the GSA web site (www.gsa.gov)
2. **Eligibility:** Expense reimbursements will only be allowed for contractor personnel who travel from their permanent residence, if beyond a 100 mile radius of the temporary work location, for temporary assignment to the project site.
3. **Invoicing:** Expense reimbursement requests must be invoiced in accordance with contract invoicing requirements in a timely manner, and must identify the name of the traveler, destination, purpose and date of the travel as well as document any required CHPRC pre-approval. Submittal of an invoice to CHPRC that includes travel expenses signifies Contractor's certification to all requirements identified herein.
4. **Receipts:** Unless agreed in advance by CHPRC, invoices must include original or legible copies of receipts to support the actual lodging and travel expenses incurred. Receipts for M&IE expenses are not typically required.
5. **Cancellation:** When travel, arranged in accordance with these requirements, is cancelled in writing by CHPRC, airline cancellation or rebooking charges may be invoiced and reimbursed provided that supporting documentation showing authorized travel and subsequent cancellation are provided.
6. **Short-Term Assignments: thirty (30) Days or Less:** Lodging and M&IE will be paid in accordance with the rates established by the Federal Travel Regulations unless otherwise specified in this Contract.
7. **Rates:** Expenses will be reimbursed using the following guidelines:
 - a. **Transportation Other than Airline:** Reimbursement of transportation costs will be at the current FTR per mile rate, for travel by personal automobile, or actual fares for other public conveyance, reasonably incurred by contractor's personnel in traveling by the shortest and most direct route from his/her home office to (Hanford Site) Richland, Washington, or to other such locations and return, at the request of CHPRC. When travel is by automobile the most direct route must be used. Local mileage costs while at the Hanford Site will not be reimbursed, unless specifically authorized in advance by CHPRC.

- b. Transportation by Airline: Every reasonable effort must be made to plan required travel to obtain the lowest advance-purchase fares available. Actual receipts must accompany invoices for all airfare costs.
 - c. Car Rental: Travelers must use the least expensive compact car available.. Should a compact or intermediate size vehicle not be available, use of a more expensive vehicle must be approved in advance by the CHPRC Contract Specialist and must be limited only to the time necessary to obtain a lower cost alternative and include a certification by the employee of the effort made to obtain the compact vehicle. Actual receipts must document all car rental and fuel costs. NOTE: A Pre-Paid refueling option and optional rental car insurance will not be reimbursed.
 - d. Personally-Owned Vehicle: Instead of using a rental car, a personally-owned vehicle may be used if determined to be more cost effective. However, arrangements must be pre-approved by the CHPRC Contract Specialist. CHPRC assumes no liability for accidents when personally owned or rental vehicles are used. Contractor retains all risks and liabilities associated with using personally-owned or rental vehicle.
 - e. Lodging: Lodging will be reimbursed at the current FTR rate or at the actual cost if less than the allowable FTR rate. Actual receipts must document all lodging costs being invoiced under this contract. If contractor employee moves from hotel lodging into residential accommodations earlier than 30 days, the lodging will be reduced to 55% of the FTR rate day effective date of establishing residential accommodations.
 - f. Meals and Incidental Expenses (M&IE): M&IE will be reimbursed at a flat rate per day; not to exceed the limits specified for the geographical location in the FTR. The daily living expense (M&IE) will be prorated per the FTR during the first and last day of travel, inclusive of weekend trips home. Weekend stay-over(s) are paid when continued work is required during the following week.
8. Long-Term Temporary Work Assignments – (More than thirty (30) days, but less than three hundred sixty-five (365) Days). M&IE and lodging reimbursement limits will be reduced in accordance with DOE policy for extended travel assignments exceeding 30 days ([ref. DOE-AL-2013-01](#)).
- a. Lodging: For the first 60 days and last 30 days of a long-term assignment, CHPRC will reimburse costs associated with lodging at the lesser of actual cost or 100% of the FTR authorized rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of the FTR rate.
 - b. M&IE: For the first 30 days and last 30 days of the assignment, CHPRC will reimburse costs associated with M&IE at the lesser of actual cost or 100% of the FTR M&IE rate for the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of the FTR rate. The M&IE will be prorated per the FTR during the first and last day of travel, inclusive of weekend trips home.

- c. Travel Home: When on a long-term work assignment (more than 30 consecutive days), one trip home, to the primary residence, after each four (4) consecutive weeks of assignment (on travel status) to the Contract will be reimbursed when approved in advance by CHPRC as follows:
 - i. Travel home must be booked via the most economical method and direct route in accordance with FTR guidance. If the project work assignment or an urgent situation prevents the Contractor employee from obtaining a minimum of (14) day airfare rates; approval must be obtained from CHPRC prior to booking the airfare. If a personal vehicle is used to return to the primary residence, mileage will be paid at the current FTR rates up to a total not to exceed the fourteen (14) day advance airfare value.
 - ii. While traveling and at home, lodging and M&IE expenses are not reimbursable.
 - iii. The trips home are neither “bankable,” transferable nor cumulative.
9. Permanent Work Assignments: Unless pre-approved by CHPRC, work assignments of more than three hundred sixty-five (365) consecutive days are considered permanent. All incurred travel and living expenses, after three hundred sixty-five (365) consecutive days, are not reimbursable without written pre-approval from CHPRC. The consecutive-day count for Contractor personnel who change employment to another contractor will not restart, but continue from the original contract assignment date.

8.2. Reimbursement of Overtime Expenses

Contractor personnel providing professional contracted labor support under this Master Contract are expected to work the hours necessary to accomplish the task, which may require them to work beyond the base work hours (80 hours in a two week work schedule). This should be taken into consideration when identifying job position and salary levels.

Reimbursement for Overtime hours worked by these individuals above the base will be considered when all of the following conditions are met; (1) the work hours were directed by the Contract Labor Resource Supervisor (CLR Supervisor), (2) the use of overtime was pre-approved by the project Vice President or delegate, and (3) an overtime work rate is included and authorized in the Master Contract.

9.0 CLOSEOUT AND FINAL PAYMENT

9.1. Closeout Certification

Contractor shall properly execute and mail to CHPRC a final release, in a format acceptable to CHPRC, within five working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is properly executed and received by CHPRC. (form available on this web page or directly from the Contract Specialist).

END OF PART II - FINANCIAL TERMS

PART III - GENERAL TERMS and ATTACHMENTS

1.0 GENERAL

1.1. Acceptance of Terms and Conditions

Contractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Contract provisions, specifications and other documents that this Contract incorporates by reference or attachment. CHPRC hereby objects to any provisions inserted into this Contract, amendment, or modification to the Contract that are different from or in addition to those set forth by CHPRC in the Contract, amendment or modification to the Contract.

1.2. Attachments Incorporated

The terms, forms, documents and attachments listed herein are hereby incorporated into and made a part of this contract. Contractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents.

Where available, hyperlinks are provided for downloading the referenced document.

1.3. Order of Precedence

In the event of a discrepancy among Contract documents the following order of precedence shall govern resolution: (1) CHPRC's written Contract modifications, direction, and instructions; (2) written Contract (3) Technical instructions, including the (a) Statement of Work (SOW), (b) engineering drawings, (c) exhibits and attachments, and (d) applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Contract.

1.1 Subcontracting

Contractor may **not** subcontract any significant portion of this contract without first obtaining concurrence of CHPRC to the proposed subcontract scope and subcontractor(s).

Contractor is responsible to incorporate and flow down all appropriate provisions and requirements of this contract to all lower-tier contractors and subcontractors.

Contractor shall furnish CHPRC a list of all proposed lower-tier subcontractors who will be performing work on the Hanford site and those proposed subcontractors who will be performing a significant portion of the off-site work. The list must be furnished prior to award and updated with changes during contract performance. Use the Subcontracting form and instructions located on this web page:

<http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs>

CHPRC reserves the right to:

- reject any proposed subcontract or subcontractor as incomplete or unsuitable
- require submittal of the proposed subcontract before contract award or prior to performance of any work on site

- require the replacement, at contractor's expense, of any subcontractor who fails to adhere to all of the applicable provisions and requirements of this contract.
- .

END OF PART III - GENERAL TERMS and ATTACHMENTS

DRAFT

PART IV - SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Contract Correspondence

CHPRC's Mailing Address:

Attn: Brandis J. Wood
CH2M HILL Plateau Remediation Company
PO Box 1600, Mail Stop: H8-42
Richland, WA 99352

CHPRC's Street Address:

Attn: Brandis J. Wood
CH2M HILL Plateau Remediation Company
2420 Stevens Center, Room 373
Richland, WA 99352

1.2 Abnormal or Unusual Situations

In the event that there is an abnormal or unusual situation associated with this contract work scope, the Contractor is to immediately contact the designated Contract Specialist (CS) or designated CHPRC's Technical Representative (BTR). If the Contractor is unable to contact either the CS or the BTR, the Contractor is to contact the CHPRC Occurrence Notification Center at (509) 376-2900, which is available 24 hours a day, seven days a week, and provide them with: Contract Number, Contract Specialist's name, BTR's name and a short summary of the abnormal or unusual situation. If after making contact with CHPRC, the Contractor is advised to suspend activities, the Contractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Contractor is to make the appropriate immediate emergency call to 911 or 373-0911 for cell phones and then make the notifications to CHPRC as set forth herein.

1.3 Term of Contract

The term of this Contract shall commence on the date of award and shall end on **09/30/2016** unless extended by the parties or unless terminated by other provisions of this Contract.

This Contract includes two (2) - one (1) year option periods; October 1, 2016 - September 30, 2017; October 1, 2017 - September 30, 2018.

1.4. Authorized Personnel

Only the following named Contract individuals are authorized to make changes to this document:

- Contracts Specialist, Brandis J. Wood/509-376-6791/ Brandis_J_Wood@rl.gov
- Service Contracts Manager, Joan Howard/ 509-373-7389/ J_D_Joan_Howard@rl.gov
- Procurement Manager, Pat Marmo/509-376-1383/ Patrick_M_Marmo@rl.gov

1.5. Work Schedules and Billable Hours

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site.

Accordingly, Contractor is responsible to understand and plan to support the work schedule required for this specific Master Contract and/or work location. BEFORE scheduling work on site and/or deliveries, the Contractor shall make specific schedule arrangements with CHPRC, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, etc.

CHPRC will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Contractor's failure to plan for and obtain specific schedule concurrence in advance

CLR's utilizing CLTR shall work in accordance with CHPRC's work schedules, including facility closure days (holidays or emergency closures) and early releases or late starts, unless directed otherwise by the CLR Supervisor. Hours worked beyond CHPRC's standard work day are not billable, unless directed by the CLR Supervisor and authorized by the Contract Specialist.

1.6. Reimbursement for Performance of Productive Work

CHPRC will provide reimbursement only for hours where productive work is performed. No reimbursement will be made to the Contractor for, but not limited to time spent conducting personal business, Contractor company business, travel time to or from the work place assignment, or for any Hanford Site or Project closures.

1.7. Medical Requirements

Baseline medical monitoring and periodic surveillance MAY BE required for positions under this Contract prior to award. CHPRC will provide the testing and reimburse travel expenses for individuals living more than 100 miles from the testing location. If an individual is currently or has been in one of the testing required programs listed in the Employee Job Task Analysis (EJTA) within the last 5 months and the new position does not require additional testing, at the sole discretion of CHPRC, the pre-employment testing requirement may be considered met.

- a. Other Medical Requirements: Based on the EJTA developed for each position, baseline medical monitoring and periodic surveillance for the programs listed below MAY BE required. A clearance from HPMC Hanford Occupational Health Services (HPMC) is required prior to Task Order award.
 - i. Hazardous material handler/waste worker
 - ii. Hearing conservation program
 - iii. Lead worker <criteria 30 days-per-year
 - iv. Respirator User

1.8. Work Hours

Contractor personnel providing professional and staff augmentation support under this contract are expected to work the hours necessary to accomplish the task, which may require them to work beyond the base work hours. This should be taken into consideration when identifying job position and salary levels.

1.9. Electronic Mail Capability

The Contractor shall provide and maintain Internet and electronic mail capability for the duration of the Contract. The Contractor's email account shall be able to send and receive attached documents of up to 5 megabyte in size. Correspondence and Administrative messages concerning this contract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP and other commonly used file formats. In addition, information, data and forms may be posted on CHPRC's Internet web site for downloading by the Contractor.

1.10. Key Personnel

Contractor agrees those individuals determined to be key individuals will not be reassigned without the written agreement of CHPRC. Whenever, for any reason, one or more of these individuals are unavailable for assignment for work under this Contract the Contractor, with the approval of CHPRC, shall replace such individual with an individual substantially equal in abilities or qualifications.

The following named individuals have been determined to be key personnel assigned to the performance of this Contract.

- TBD

1.11. Proprietary Data Submittals

If Contractor submits any data as part of their Contract, which is considered by the Contractor to be "Proprietary Data", the document transmitting the data or which contains the data, shall be boldly marked indicating that the data Included is considered to be proprietary.

1.12. Contractor - CHPRC Interface

CHPRC and the Contractor will interface only through CHPRC's Contract Specialist for clarifications and questions.

1.13. Other Interfaces

Additional CHPRC contacts will be identified at the kickoff meeting.

1.14. Designation of CLR Supervisor

The designated technical representative for this contract will be the CLR supervisor identified below:

- TBD

The technical duties of the CLR Supervisor include supervising and monitoring performance of the contracted labor resource(s) in accordance with Special Provision SP-20.

- Unless a Buyers Technical Representative (BTR) is designated elsewhere in this contract, the CLR supervisor has technical authority and responsibility, typically assigned to a BTR in the contract and supporting documents.
- Authority of the CLR Supervisor is limited to supervisory functions and technical direction appropriate for this type of contract. The CLR Supervisor may not direct work or authorize any change outside of the written contract terms. When in the opinion of the Contractor, the CLR Supervisor requests or directs efforts outside the existing scope of the Contract, the Contractor shall promptly notify the Contract Specialist in writing.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon the Buyer unless formalized by proper Contract documents executed by the Contract Specialist.

1.15. Options

This Contract includes the option(s) to extend the term identified herein. The total period of performance of the Contract includes the base period plus the optional period(s) that may be exercised by CHPRC. The Contract Specialist retains the sole right to exercise the option(s) included in this Contract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of CHPRC to exercise any or all of the option(s) nor extend the Contract beyond the end date specified by the Contract or most current Contract amendment. CHPRC may exercise one or more options by providing 30 day written notice to the contractor prior to the most current Contract end date. Lacking written notice by CHPRC, the option(s) will expire with the Contract.

- Option Year 1 October 1, 2016 through September 30, 2017
- Option Year 2 October 1, 2017 through September 30, 2018

1.16. Former CHPRC Team Employees

The contractor is required to identify to CHPRC as part of the proposal or in advance of performance when any former employee of the CHPRC Team, who left the Team within twelve months of the new award, is proposed to work on a staff-augmentation basis under the contract or release. CHPRC reserves the right to not contract for the individual(s).

1.17. Independent Contractor

1. Contractor shall perform all work required by this Contract as an independent contractor and not as an agent or employee of CHPRC or the Government.
2. Acceptance of this contract constitutes contractor's certification that any required business licenses, permits, tax identification requirements, principle place of business identification, etc. have been addressed and are the sole responsibility of contractor.
3. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Contract. Contractor is responsible for all reports, obligations and payments regarding such employees relating to social security, state and federal taxes, license fees, withholding, unemployment compensation, workers compensation and similar matters. Upon CHPRC's written request, Contractor shall promptly provide documentation substantiating its compliance with the requirements of this paragraph.
4. Contractor shall maintain complete control over its Employees, Agents, Representatives and Subcontractors at any tier and shall be responsible for the proper performance of all work required by this Contract, including any such work which may be done by Suppliers or Subcontractors at any tier.
5. Contractor does not have, nor shall it represent that it has, any authority to bind CHPRC or the Government.
6. Unless specifically identified in the contract, contractor shall supply and use its own equipment, supplies and means of performance.

1.18. Waiver of Facilities Capital Cost of Money

The Contractor is aware that facilities capital cost of money is an allowable cost but waives the right to claim it under this Contract.

1.19. Contract Change Request

The Contractor shall submit formal requests for changes to the scope, schedule or cost of this contract using the [Change Form](#). [Instructions](#). The appropriate portions of the Change Form shall be completed by the Contractor. A red-line mark up of the Statement of Work or Specification showing where the proposed changes fit within the scope shall

be attached, if applicable. Change Form numbering shall be left blank and assigned by CHPRC upon receipt. CHPRC will complete an evaluation, provide a disposition and determine additional actions required, as appropriate. The purpose of the form is to facilitate formal communications.

2.0 CONTRACT PROVISIONS

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. Unless specifically replaced or revised in the body of this contract the clauses and referenced laws, rules and regulations in the General and Special Provisions applicable for this type of contract shall have the same force and effect as if written into the body of the contract.

Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. In the event that the link to a specific provision is broken, provisions are posted for downloading at the following hyperlink. A copy is also available from CHPRC on request.

<http://chprc.hanford.gov/page.cfm/ContractProvisions>

2.1. General Provisions for Contracted Labor

Revision 6 dated August 20, 2015

2.2. Special Provisions, SP-5 - On Site Services

Revision 11 dated January 21, 2016

2.3. Special Provisions, SP-9 - Organizational Conflict of Interest

Revision 1, dated August 5, 2013

2.4. Special Provisions, SP-11 – Subcontracting Plan

Revision 4 dated August 19, 2013

The subcontracting plan submitted by the contractor and accepted by CHPRC is hereby incorporated in to this contract. Contractor is obligated to comply in good faith with the commitments made in the proposed plan unless an alternate plan is proposed and accepted by modification to this contract. CHPRC is under no obligation to accept an alternate proposal.

2.5. Special Provisions, SP-16 - Contractor Representations and Certifications

Revision 5 dated July 18, 2013

Representations and Certifications made by the contractor as part of the proposal and award process are hereby incorporated by reference into, this Contract unless specifically excluded and agreed by CHPRC in the Contract. Contractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change or otherwise affect said representations and certifications.

- 2.6. [Special Provisions, SP-19 - Time and Materials \(T&M\) and Labor Hour \(LH\) Contracts](#)
Revision 0 dated December 23, 2008
- 2.7. [Special Provisions - SP-20 Contracted Labor Time Recording](#)
Revision 3 dated December 12, 2014

END OF PART IV - SPECIAL TERMS

END OF CONTRACT

DRAFT