

TITLE: Off-Site Fabrication of Ion Exchange Modules

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 A4-02
825 Jadwin Avenue
P.O. Box 1600
Richland, WA 99352

Contractor:
[<< Enter Contractor Name >>](#)
[<< Enter Street Address >>](#)
[<< Enter Street Address >>](#)
[<< Enter City, State, Zip >>](#)

Contract Specialist: Dawn Moreland
Phone Number: 509-376-5877

Contractor Contact: [<< Enter Name >>](#)
Phone Number: [<< Enter Phone Number >>](#)

Start Date: "TBD"
Contract Type: Firm Fixed Unit Price (FFU)
Contract Value: \$ "TBD"

End Date: [<< Click here to enter a date >>](#)
FOB Point: Destination, Freight Collect
Payment Terms: Net 30

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Dawn Moreland / Contract Specialist

Printed Name/Title

Printed Name/Title

_____ 509-376-5877
Date Signed Phone

_____ _____
Date Signed Phone

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PART I – STATEMENT OF WORK

(See RFP 301763 Attachment 2 – SOW, Rev. 0, Off-Site Fabricate Ion Exchange Modules)

END OF PART I – STATEMENT OF WORK

TITLE: Off-Site Fabrication of Ion Exchange Modules
PART II – FINANCIAL TERMS
1.0 CONTRACT TYPE AND VALUE

This Contract is a **Fixed Unit Rate** 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.

2.0 PAYMENT SCHEDULE
2.1 Payment Schedule

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

Pricing Table:

Description	Qty	Fixed Unit Rate	Total Value
IXM	12		
Option	Qty	Option Fixed Unit Rate	Option Value
IXM	4		
		GRAND TOTAL:	

Prompt Payment Discount:	%
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Delivery Schedule: "TBD"

2.2 Transportation Charges

Terms are F.O.B. destination, Freight Collect. CHPRC is responsible for and shall pay all transportation charges. The Contractor bears all responsibility for damage or loss until delivery is made to the FOB point specified herein.

FOB point is:

A Delivery Point of Contact (DPOC) must be specified by CHPRC prior to shipping. Contact the Buyer's Technical Representative for additional information.

3.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS

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Invoices submitted to CHPRC shall be submitted as follows. Failure to submit a proper and accurate invoice may result in rejection or delay of the invoice. Address invoicing requirement questions to the Contract Specialist.

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>
6. Invoices should include the name and telephone number of a company representative available to respond to questions about the invoice.
7. Invoices shall be paid according to the terms and conditions of the contract *unless*; substantiated evidence is obtained claiming Contractor is delinquent in payment to sub-tier Subcontractors. All future payments may be reduced or suspended by the Contract Specialist until validation is received from the Contractor verifying all sub-tier payments are current.

Contracts for Services:

8. Unless otherwise authorized in the contract, service contracts may not be invoiced more than once per calendar month.
9. 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).
10. Invoiced amounts, rates, other direct charges or travel must be specifically defined in the contract to be allowable for reimbursement.

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11. 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.
12. 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.

Purchase Orders:

13. Invoices must indicate the quantity, unit description and unit price for each item listed.
14. Invoices that include a total freight charge that is equal to or greater than \$100.00 must include a copy of the freight bill. If the carrier is UPS, the Contractor must provide the weight, quantity and Shipping Point.

Submittal

15. Invoices and supporting documentation may be submitted electronically in a format acceptable to CHPRC (preferred).
16. Submit invoices electronically via e-mail to both CHPRC 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.
 - a. 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.
17. 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

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)

10.0 SPECIAL INSTRUCTIONS

TITLE: Off-Site Fabrication of Ion Exchange Modules**10.1 Backcharges**

CHPRC reserves the right to backcharge the contractor for costs incurred by CHPRC which are caused by the contractor or contractor's subcontractors in accordance with the contract General Provisions. In addition to the circumstances described in the General Provisions, the backcharge may also result from

- a. Services performed by CHPRC, at Contractor's request, which are within Contractor's scope of work under the Contract.
- b. Costs sustained by CHPRC as a result of Contractor's non-compliance with the provisions of this Contract or Contractor's act of omission or negligence.
- c. Costs incurred by CHPRC to fix all defects, deficiencies or errors that may appear in the Work during the warranty period.
- d. Costs associated with CHPRC support costs when work is interrupted by a contractor-caused delay or equipment failure.

At CHPRC's sole discretion and if circumstance allow, contractor may be offered the opportunity to propose a fix or take mitigating actions to reduce the impact and total backcharge. In the event that contractor fails to take satisfactory action, contractor's option to mitigate will be withdrawn and CHPRC will take appropriate action to cure the problem and backcharge contractor.

10.2 Contractor Cost and Pricing Data

1. Before awarding a contract or issuing a modification to an existing contract expected to exceed \$750,000, the Contractor must provide cost or pricing data except where the exceptions in paragraph 2, below, apply. If an exception does not apply, cost or pricing data is required before accomplishing any of the following actions expected to exceed the current threshold or, in the case of an existing contract, the threshold specified in the contract:
 - a. The award of any negotiated contract (except for undefinitized actions such as letter contract).
 - b. The modification of any sealed bid or negotiated contract (whether or not cost or pricing data were initially required). Price adjustment amounts must consider both increases and decreases (e.g., a \$250,000 modification resulting from a reduction of \$500,000 and an increase of \$300,000 is a pricing adjustment exceeding \$750,000). This requirement does not apply when unrelated and separately priced changes for which cost or pricing data would not otherwise be required are included for administrative convenience in the same modification.
2. Exception to cost or pricing data requirements. The submission of cost or pricing data shall not be required:
 - a. When the prices agreed upon are based on adequate price competition.
 - b. When the prices agreed upon are based on prices set by law or regulation.

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- c. Commercial items where catalog or market prices are established. Also, items included on an active Federal Supply Service Multiple Award Schedule contract.
- d. When modifying a subcontract for commercial items.
3. The Contractor shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15.2 of FAR 15.408 or in a manner substantially similar.
4. As soon as practicable after agreement on price, but before contract award, the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
5. If the Contractor intends to issue a subcontract in performance of this requirement and it is expected to exceed \$750,000, the lower-tier contractor is also subject to the above requirements.

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,

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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.

1.4 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

PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Contract Correspondence

CHPRC's Mailing Address:

Attn: Dawn Moreland
CH2M HILL Plateau Remediation Company
PO Box 1600, Mail Stop: A4-02
Richland, WA 99352

CHPRC's Street Address:

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Attn: Dawn Moreland
CH2M HILL Plateau Remediation Company
825 Jadwin Avenue, Room 419
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 September 30, 2018 unless extended by the parties or unless terminated by other provisions of this Contract.

1.4 Packing List

Contractor shall enclose a packing list with each shipment referencing:

1. Name of Contractor
2. Contract number and item number
3. Date of Contract
4. Itemized list of supplies or services furnished
5. Quantity of each item
6. Date of delivery or shipment
7. Stock number (if applicable)

1.5 Package Identification

All envelopes, boxes or packages shipped to CHPRC in performance of this contract must be clearly marked with the contract number

1.6 Authorized Personnel

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

Contract Specialist, Dawn Moreland
Service Contract Manager, Joan D Howard
Procurement Manager, Patrick M Marmo

TITLE: Off-Site Fabrication of Ion Exchange Modules**1.7 Contractor Submittals – Contract**

The Contractor submittals identified herein on the Submittal Register shall be submitted by the Contractor using the Contractor Document Submittal Form (CDSF). Instructions for completion of the CDSF are included with the form. The quantity, frequency and type of submittal shall agree with the requirements set forth on the Submittal Register. A Submittal Number, entered on the CDSF by the Contractor in accordance with the submittal register, shall be used to identify each submittal. Engineering controlled Vendor Information (VI) content shall be identified on the CDSF when indicated on the Submittal Register. CDSF forms may be copied for submittals with different submittal dates. When any submission is returned to the Contractor with a request for resubmission (i.e., marked as: "B" and "Resubmit – Yes"; or "C" Revise and Resubmit) the Contractor shall resubmit all corrected documents within the time specified on the resubmission notice or if no time is specified therein within ten (10) working days from the disposition date. New submittals shall require the Contractor to contact CHPRC if additional Submittal Numbers are required.

Changes to a Contractor's deliverables, that have not been accepted by CHPRC as complete shall be re-submitted using the CDSF form and in accordance with a Contractor's CHPRC-approved Quality Assurance and/or Engineering Program.

1.8 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.

1.9 Requests for Clarification or Information

Where necessary, the Contractor may elect to submit formal requests for Clarification or Information as necessary to obtain technical clarifications using the Request for Clarification or Information (RCI) Form. RCI Instructions. The inquiry portion of the RCI Form shall be completed by the Contractor, including a determination of priority and an identification of schedule delay with the issue, if applicable. RCI Form numbering shall be left blank and assigned by CHPRC upon receipt. CHPRC will complete an evaluation, and provide a disposition and determine additional actions required, when appropriate. The purpose of the form is to facilitate formal communications when necessary.

1.10 Work Schedules and Holiday

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. CHPRC and some other organizations are working a 4x10 schedule and others observe alternate Friday closures.

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Accordingly, Contractor is responsible to understand and plan to support the work schedule required for this specific 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.

1.11 Service Contract Act of 1965

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in FAR 22.10 . In accordance with the SCA, the contractor shall pay service employees, employed in the performance of this contract, no less than the minimum wage and furnish fringe benefits specified by the SCA or applicable Wage Determination.

Compliance with direct labor rates, fringe benefits and requirements of the SCA are the responsibility of the contractor and are included elements of the contract pricing. During the term of this contract, CHPRC may unilaterally modify this contract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the revised minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the SCA and other provisions of this contract.

Blanket Wage Determination (BWD) 05-2569 is applicable to work performed on the Hanford Site and adjacent area by service occupations identified in the BWD. Service occupations that will be used in performance of this contract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.

A copy of the most recent Hanford Area Service Contract Act Blanket Wage Determination is posted on the acquisition web site at:
<http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs>

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at
<http://www.dol.gov/whd/govcontracts/sca.htm>

1.12 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.

1.13 Contractor – CHPRC Interface

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

TITLE: Off-Site Fabrication of Ion Exchange Modules**1.14 Other Interfaces**

Additional CHPRC contacts will be identified at the kickoff meeting.

1.15 Designation of Technical Representative

The designated Buyer's Technical Representative (BTR) for this contract is:

Jack Thompson; Phone: 509-373-5323; Email: Jack_F_Jr_Thompson@rl.gov

The BTR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate oversight of Contractor's personnel while on site and the interface between contractor and other CHPRC organizations supporting contract performance.

Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this contract. The BTR may not direct work or authorize any change outside of the written contract and contract provisions.

The BTR does not possess any explicit, apparent or implied authority to modify the contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract; Contractor shall promptly notify the Contract Specialist in writing. No action outside the scope of the contract should be taken until the Contract Specialist makes a determination and/or modifies the contract.

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 CHPRC unless formalized by proper Contract documents executed by the Contract Specialist.

1.16 Options

The Contract Specialist retains the sole right to exercise the option 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 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 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.

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

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- 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 On Site Work Restriction

Unless authorized by the Contract Specialist for specific Contractor personnel for a specific time, location, and purpose or otherwise incorporated into the Contract by a modification, Contract work scope activities are not authorized to be performed on the Hanford Site.

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 - Revision 7 dated August 20, 2015

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- 2.2 *Special Provisions, SP-9 - Organizational Conflict of Interest - Revision 1, dated August 5, 2013*
- 2.3 *Special Provisions, SP-13 - General Transportation Instructions - Revision 1 dated April 6, 2011*
- 2.4 *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.

END OF PART IV – SPECIAL TERMS

END OF CONTRACT