

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: Rayna R Uptmor
Phone Number: (509) 376-0113

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

Start Date: TBD
Contract Type: Time & Materials (T&M)
Contract Value: \$ TBD

End Date: [<< Click here to enter a date >>](#)
FOB Point: [<< Enter FOB Point >>](#)
Payment Terms: [<< Enter Payment Terms >>](#)

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Rayna R Uptmor/Procurement Specialist

Printed Name/Title

(509) 376-0113

Date Signed Phone

Date Signed Phone

TABLE OF CONTENTS

PART I – STATEMENT OF WORK.....	4
PART II – FINANCIAL TERMS.....	5
1.0 CONTRACT TYPE AND VALUE.....	5
1.1 Limitation of Funds.....	5
2.0 PAYMENT SCHEDULE	6
3.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS	7
4.0 TAXES.....	7
5.0 PAYMENT TERMS.....	7
5.1 Estimated Cost of Contract.....	7
5.2 Estimated Billing	7
6.0 DEFINITIONS.....	8
7.0 ASSUMPTIONS.....	8
8.0 INVOICING INSTRUCTIONS.....	8
8.1 Contractor Invoices.....	8
9.0 CLOSEOUT AND FINAL PAYMENT.....	9
9.1 Closeout Certification	9
10.0 SPECIAL INSTRUCTIONS	10
10.1 Reimbursement of Travel Expenses	10
10.2 Work Hours.....	12
10.3 Contractor Cost and Pricing Data	12
PART III – GENERAL TERMS AND ATTACHMENTS.....	14
1.0 General.....	14
1.1 Acceptance of Terms and Conditions.....	14
1.2 Attachments Incorporated.....	14
1.3 Order of Precedence.....	14
1.4 Subcontractor Flow-Downs	14
PART IV – SPECIAL TERMS.....	16
1.0 ADMINISTRATION.....	16
1.1 Abnormal or Unusual Situations.....	16
1.2 Term of Contract.....	16
1.3 Authorized Personnel.....	16
1.4 Electronic Mail Capability	16
1.5 Requests for Clarification or Information.....	16
1.6 Work Schedules and Holiday.....	17
1.7 Key Personnel	17
1.8 Service Contract Act of 1965.....	17
1.9 Proprietary Data Submittals.....	18
1.10 Contractor – CHPRC Interface	18
1.11 Other Interfaces.....	18
1.12 Designation of Technical Representative	18
1.13 Options.....	19
1.14 Former CHPRC Team Employees.....	19

TITLE: Technical Support Services for W-135 Project

1.15	Option to Extend the Term of the Contract	19
1.16	Engineering Drawing Standards	19
1.17	Independent Contractor.....	20
1.18	Waiver of Facilities Capital Cost of Money	20
1.19	Contract Change Request.....	20
1.20	Contractor Hours Worked Onsite	20
2.0	CONTRACT PROVISIONS	21
2.1	General Provisions - Revision 8 dated July 31, 2017	21
2.2	Special Provisions, SP-3 - Application of Federal Cost Accounting Standards – Revision 2 dated February 26, 2014.....	21
2.3	Special Provisions, SP-5 - On-Site Services -- Revision 13 dated July 31, 2017	21
2.4	Special Provisions, SP-9 - Organizational Conflict of Interest -- Revision 1, dated August 5, 2013	21
2.5	Special Provisions, SP-16 - Contractor Representations and Certifications - Revision 5 dated July 18, 2013.....	21
2.6	Special Provisions, SP-19 - Time and Materials (T&M) and Labor Hour (LH) Contracts - Revision 1 dated March 23, 2017	21
	END OF CONTRACT.....	21

DRAFT

PART I – STATEMENT OF WORK



SOW for W-135
Project Technical Su

END OF PART I – STATEMENT OF WORK

DRAFT

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

This Contract is a Time and Materials 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.

1.1 Limitation of Funds

1. Although the parties hereto have negotiated the ceiling price of not-to-exceed **\$TBD** for this Contract, (hereafter referred to as the Contract), they understand that sufficient funds for the full scope of the work are not available. It is anticipated partial funding will be allotted to this contract from time to time until the total estimated price of said Contract is obligated.
2. The amount presently available for payment and allotted to this Contract, the items covered, and the period of performance the allotted amount will cover is **\$ TBD**. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable under the Contract, approximates, but does not exceed the total amount actually allotted on the Contract.
3. The Contractor shall notify the Contract Specialist identified in the Contract, in writing whenever it has reason to believe that the costs it expects to incur under this Contract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to this Contract. The notice shall state the estimated date when such allotted amount will be reached and estimated amount of additional funds required to continue performance for the period specified in the schedule. If after such notification, additional funds are not obligated by the end of estimated reach date or by an another agreed date, CHPRC shall upon Contractor's written request, terminate this Contract on the performance end date or the date set forth in the request, whichever is later, pursuant to the provisions of the Termination clause of this Contract.
4. Except as provided by other provisions of this Contract, specifically citing and stated to be an exception to this clause:
 - a. CHPRC is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted to this Contract; and
 - b. The Contractor is not obligated to continue performance under this Contract (including actions under the termination clause) or otherwise incur costs in excess of the allotted amount of this Contract, until CHPRC notifies the Contractor in writing that the allotted amount has been increased and specifies the revised total allotted amount.

TITLE: Technical Support Services for W-135 Project

5. No notice, communication, or representation in any form or by anyone other than that specified in subparagraph 4(b) above, shall affect the allotted amount of this Contract. In the absence of the Contractor's notification (paragraph 3 above), CHPRC is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted to this Contract, whether incurred during the course of performance period, a termination, or result of an audit.
6. When, and to the extent that the amount allotted by CHPRC is increased, any excess costs the Contractor incurred before this modification shall be allowable to the same extent as if incurred afterward, unless this Contract was terminated.
7. Change orders shall not be considered an authorization to exceed the allotted amount specified in the schedule, unless they identify an increased allotted amount.
8. If CHPRC does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in this Contract equaling the percentage of completion of the work contemplated by this Contract.
9. This limitation of funds clause also pertains to individual task Contracts where incremental funding exists.

2.0 PAYMENT SCHEDULE

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

LABOR

<u>Name/Classification</u>	<u>FY18 Hourly Rate</u>	<u>FY19 Hourly Rate</u>	<u>FY20 Hourly Rate</u>
----------------------------	-------------------------	-------------------------	-------------------------

DIRECT MATERIALS/ODC'S

The primary technical contributors for this Contract when identified above shall not be reassigned during the period of performance of this Contract without prior approval of the Contract Specialist and CHPRC's Technical Representative (BTR). Other employees of the Contractor, not listed above but listed on the Contract's Labor Compensation Schedule, may be used for nominal work efforts on this Contract, provided that:

TITLE: Technical Support Services for W-135 Project

1. The Contractor submits prior written notification to the Contract Specialist and the BTR,
2. The Contractor does not exceed the Contract ceiling price, and
3. Only those employees named on the authorized and approved Labor Compensation Schedule in effect on the date work occurred shall be authorized to perform work on this Contract.

3.0 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.

4.0 TAXES

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

5.0 PAYMENT TERMS**5.1 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.

5.2 Estimated Billing

It is mandatory for continued acceptable performance that the Contractor provide monthly, to CHPRC Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the contract through the current fiscal month closing (closing dates specified on the form). This information must be provided in writing by email (preferred), fax, or mail by the 15th of each month until all payments are received and the contract is complete.

Mailing Address: Email: CHPRCA@rl.gov Fax: (509) 376-0302

CH2M HILL Plateau Remediation Company
825 Jadwin Avenue
PO Box 1600
Richland, WA 99352
Attn: Accruals MSIN A4-03

The Monthly Contract-to-Date Cost Estimate Form can be obtained at the following Internet Address: <http://chprc.hanford.gov/page.cfm/SubmittalsFormsDocs> or directly from the Contract Specialist.

6.0 DEFINITIONS

There are no special definitions applicable to this contract.

7.0 ASSUMPTIONS

There are no special assumptions applicable to this contract.

8.0 INVOICING INSTRUCTIONS

8.1 Contractor Invoices

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.

TITLE: Technical Support Services for W-135 Project

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.
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: A4-03
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

TITLE: Technical Support Services for W-135 Project

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**10.1 Reimbursement of Travel Expenses**

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:
8. 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

TITLE: Technical Support Services for W-135 Project

- used. Local mileage costs while at the Hanford Site will not be reimbursed, unless specifically authorized in advance by CHPRC.
9. 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.
 10. 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.
 11. 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.
 12. 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.
 13. 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.
 14. 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).
 15. 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.
 16. 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

TITLE: Technical Support Services for W-135 Project

prorated per the FTR during the first and last day of travel, inclusive of weekend trips home.

17. 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:
18. 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.
19. While traveling and at home, lodging and M&IE expenses are not reimbursable.
20. The trips home are neither “bankable,” transferable nor cumulative.
21. 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.

10.2 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.

10.3 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

TITLE: Technical Support Services for W-135 Project

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.
 - 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, 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 Subcontractor Flow-Downs

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

TITLE: Technical Support Services for W-135 Project

- 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 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.

1.2 Term of Contract

The term of this Contract shall commence on the date of award and shall end on **9/30/2018** unless extended by the parties or unless terminated by other provisions of this Contract.

1.3 Authorized Personnel

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

Contract Specialist, Rayna R Uptmor/ (509) 376-0113/Rayna_R_Uptmor@rl.gov

Service Contract Manager, Joan D Howard/ (509) 373-7389/J_D_Joan_Howard@rl.gov

Procurement Manager, Patrick M Marmo/ (509) 376-1383/Patrick_M_Marmo@rl.gov

1.4 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.

1.5 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

TITLE: Technical Support Services for W-135 Project

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.

1.6 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.

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.

1.7 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**

1.8 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.

TITLE: Technical Support Services for W-135 Project

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>

1.9 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.

1.10 Contractor – CHPRC Interface

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

1.11 Other Interfaces

Additional CHPRC contacts will be identified at the kickoff meeting.

1.12 Designation of Technical Representative

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

- **TBD**

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.

TITLE: Technical Support Services for W-135 Project

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.

1.13 Options

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 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.

1.14 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).

1.15 Option to Extend the Term of the Contract

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. CHPRC will exercise the option(s) by providing thirty day written notice to the contractor prior to expiration of the contract's current period of performance.

Option 1 – October 1, 2018 through September 30, 2019

Option 2 – October 1, 2019 through September 30, 2020

The CHPRC Prime Contract DE-AC06-08RL14788 with the U.S. Department of Energy ends on September 30, 2018.

The term of this Contract for W-135 Technical Support Services 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. This term of the contract through September 30, 2018 will cover the base period work scope only.

Authorization for work under the Options identified above will be covered by the terms of the contract, the terms of CHPRC's prime contract, and the General Provisions, Section 14.2, Assignment.

1.16 Engineering Drawing Standards

All engineering drawing deliverables required in this contract shall be submitted in AutoCAD and comply with the requirements of the current revision of PRC-STD-EN-40279, Engineering Drawing Standards

Files can be downloaded from this web folder at:

http://chprc.hanford.gov/files.cfm/std_40279.pdf

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.

1.20 Contractor Hours Worked Onsite

Contractor shall submit a monthly report of labor hours worked on site in contract performance.

On site is defined as north of the Wye Barricade, at HAMMER , or at any facility owned or operated by Department of Energy or CHPRC. The report shall:

1. List the number of hours worked on site for each contract

TITLE: Technical Support Services for W-135 Project

2. List the total number of employees working on site
3. Do NOT include hours worked by Contract Labor personnel who are recording time in the CLTR system or the TIS system. That data is accumulated automatically.

The reporting form is located at:

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

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 8 dated July 31, 2017
- 2.2 **Special Provisions, SP-3 - Application of Federal Cost Accounting Standards** – Revision 2 dated February 26, 2014
- 2.3 **Special Provisions, SP-5 - On-Site Services** -- Revision 13 dated July 31, 2017
- 2.4 **Special Provisions, SP-9 - Organizational Conflict of Interest** -- Revision 1, dated August 5, 2013
- 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 1 dated March 23, 2017

END OF PART IV – SPECIAL TERMS

END OF CONTRACT