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

Contract Specialist: Victoria Clem  
Phone Number:  (509) 376-6933

Contractor:  
TBD

Contractor Contact: TBD  
Phone Number:  TBD

Start Date:  TBD  
End Date:  TBD

Contract Type:  Labor Hour  
FOB Point:  N/A

Contract Value:  $ TBD  
Payment Terms:  Net 30

CH2M HILL Plateau Remediation Company  
Contractor Authorized Signature

Printed Name/Title  
Date Signed  
Phone

Printed Name/Title  
Date Signed  
Phone
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PART I - STATEMENT OF WORK

1.0 DESCRIPTION OF WORK - GENERAL
   • **Contracted Labor Position Title:** Operations Support Specialist
   • **COCS Code:** P170
   • **Estimated Duration of Assignment:** Award through 9/30/2018, plus one option period from 10/1/2018 through 9/30/2019
   • **FT/PT – Hours:** FT – 40 hours
   • **Work Location:** 300 Area/MO3103 - Hanford Site, Richland, Washington, or as directed by CLR Supervisor

2.0 DESCRIPTION OF WORK - SPECIFIC

Under minimal supervision of the Construction Project Manager, the position is responsible for inventory management, material purchasing, and inventory control activities for the 300-296 project.

2.1. Required Qualifications:
   • BA/BS degree in Business Administration or equivalent 8 years of experience in inventory management.
   • Previous experience working with Hanford Warehouse and Hanford Acquisition Verification Services.
   • Detailed knowledge of the federal purchasing process requirements.
   • Expertise in inventory, storage, and status tracking for all internal customers.
   • Demonstrated experience in the purchase of construction-related materials and equipment to maintain project schedule activities.
   • Demonstrated experience in the transfer of used and excess material to other projects and Hanford contractors.
   • Demonstrated experience in managing spare parts.
   • Demonstrated experience in creating and maintaining inventory tracking system.
   • Demonstrated experience of hard count field inventory tracking for construction projects.
   • Demonstrated experience involving HSSA (Hanford Site Stabilization Agreement) Construction Forces in material coordination and equipment and material distribution for field use.
   • Coordination of excess of government owned equipment and surplus property opportunities.
   • Consolidation of parts and materials for efficient delivery to internal customers.

Candidates who do not meet ALL of these Required Qualifications will be determined as “does not meet” and will not be further evaluated.
3.0 PERSONNEL REQUIREMENTS

3.1. Training and Qualification

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.

3.2. Medical Requirements:

Based on the current EJTA this position does not require any baseline medical monitoring and periodic surveillance.

3.3. Security and Badging Requirements

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

3.4. 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.

3.5. 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.

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:

<table>
<thead>
<tr>
<th>Period Covering</th>
<th>Name</th>
<th>RW Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Support Specialist</td>
<td>Award – 9/30/18</td>
<td>$</td>
</tr>
<tr>
<td>Operations Support Specialist</td>
<td>10/1/18 – 9/30/19 Option Period 1</td>
<td>$</td>
</tr>
</tbody>
</table>

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).

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/eft.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.

8.0 SPECIAL INSTRUCTIONS

8.1. Reimbursement of Time Worked

Contractor personnel providing professional contracted labor support under this Contract are expected to work the hours necessary to accomplish the task.

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.

1.4. 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: Victoria A. Clem
CH2M HILL Plateau Remediation Company
PO Box 1600, Mail Stop: A4-022
Richland, WA  99352

CHPRC's Street Address:

Attn: Victoria A. Clem
CH2M HILL Plateau Remediation Company
825 Jadwin Ave, Room 414
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 Contactor 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 09/30/2018 unless extended by the parties or unless terminated by other provisions of this Contract.

1.4. Authorized Personnel

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

- Contracts Specialist, Victoria Clem/509-376-6933/ Vickie_A_Clem@rl.gov
1.5. Work Schedules and Billable Hours

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

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. 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.

1.8. 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
1.9. **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 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.

1.13. **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 – September 30, 2019

1.14. 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.

1.15. 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).

1.16. 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.
1.17. 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.

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](http://chprc.hanford.gov/page.cfm/ContractProvisions)


2.2. Special Provisions, SP-5 - On-Site Services - Revision 13 dated July 31, 2017

2.3. Special Provisions, SP-9 - Organizational Conflict of Interest - Revision 1, dated August 5, 2013

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.

2.5. Special Provisions, SP-19 - Time and Materials (T&M) and Labor Hour (LH) Contracts - Revision 1 dated March 23, 2017

2.6. Special Provisions - SP-20 Contracted Labor Time Recording

Revision 3 dated December 12, 2014

END OF PART IV - SPECIAL TERMS

END OF CONTRACT