

**300-296 Soil Excavation Project
HVAC Exhaust Dams and Snorkel System**

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:
TBD

Contract Specialist: Samantha Ernst
Phone Number: (509) 376-7174

Contractor Contact: TBD
Phone Number:

Start Date: TBD
Contract Type: Time and Material
Contract Value: \$ TBD

End Date: TBD
FOB Point: 2355 Stevens Dr.
Richland, WA 99352
Payment Terms: Net 30

CH2M HILL Plateau Remediation Company

Contractor Authorized Signature

Samantha Ernst / Contract Specialist

Printed Name/Title

Printed Name/Title

Date Signed

(509) 376-7174

Phone

Date Signed

Phone

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PART I – STATEMENT OF WORK

See attached Part I – Statement of Work, Rev. 0 dated 8/24/2017 is incorporated into this contract reference and made a part thereof.



304980_RFP_Statement of Work.pdf

END OF PART I – STATEMENT OF WORK

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PART II – FINANCIAL TERMS
1.0 PRICING TYPE AND CONTRACT VALUE

This Contract is a **Time and Material** contract. Contract type and authorized funding will be established on a task by task basis as indicated below.

The estimated value for 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. Reference Section 2.1 Payment Schedule

2.0 PAYMENT SCHEDULE
2.1 Payment Schedule - Summary

RFP 304980 - HVAC EXHAUST DAMS AND SNORKEL SYSTEM		
Company Name		
BASE CONTRACT TASKS Time & Materials		PROPOSED COST
TASK 1	Complete Design A/C/D-Cell HVAC Dam and Snorkel System	\$ -
TASK 3	Factory Acceptance Test (FAT) of HVAC Cell Dam and Snorkels	\$ -
TASK 4*	Technical Support	\$ -
TASK 5*	Equipment Storage	\$ -
SUMMARY BASE CONTRACT TASKS		\$ -
OPTION TASKS Firm Fixed Price		
OPTION - TASK 2*	Procure, Fabricate, and Assemble Equipment	
Option 1 - Task 2.1*	East A-Cell HVAC Dam and Snorkel (Qty. 1)	\$ -
Option 2 - Task 2.2*	West A-Cell HVAC Snorkel (Qty. 1)	\$ -
Option 3 - Task 2.3*	C/D-Cell HVAC Dam and Snorkels (2 each; Qty. 4)	\$ -
SUMMARY OPTIONS		\$ -
TOTAL ESTIMATED COST Base + Options		\$ -

*Indicates tasks and funding that may be authorized at CHPRC’s sole discretion.

Delivery of the HVAC Exhaust Dams and Snorkel System shall be no later than TBD, 2018

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

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2.2 Payment Schedule – Base Contract

Task 1	
Name/Job Category	Fully Burdened Rate
TBD	TBD
TBD	TBD
Task 3	
Name/Job Category	Fully Burdened Rate
TBD	TBD
TBD	TBD
Task 4*	
Name/Job Category	Fully Burdened Rate
TBD	TBD
TBD	TBD
Task 5*	
Storage	Monthly Rate
TBD	TBD
TBD	TBD

*Indicates tasks and funding that may be authorized at CHPRC’s sole discretion

Only those categories named on the approved Payment Schedule, and authorized on the date work occurred shall be authorized for performance of work on the time and material tasks. Other direct costs will be paid at cost with no adders.

Travel will be paid in accordance with Section 10.2, Reimbursement of Travel Expenses.

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2.3 Payment Schedule – Options

Option 1 - Task 2.1*	
Description	Firm Fixed Price (Per Unit)
Procure, Fabricate, and Assemble Equipment for East A-Cell HVAC Dam and Snorkel	TBD
Option 2 - Task 2.2*	
Description	Firm Fixed Price (Per Unit)
Procure, Fabricate, and Assemble Equipment for West A-Cell HVAC Snorkel	TBD
Option 3 – 2.3*	
Description	Firm Fixed Price (Per Unit)
Procure, Fabricate, and Assemble Equipment for C-Cell HVAC Dam and Snorkels	TBD
Procure, Fabricate, and Assemble Equipment for D-Cell HVAC Dam and Snorkels	TBD

*Indicates tasks and funding that may be authorized at CHPRC’s sole discretion

Note – Upon approval of Final Design and prior to receiving authorization to begin work on Option 1 Task 2.1, Option 2 Task 2.2 and/or Option 3 Task 2.3 for procurement, fabrication, assembly, and delivery activities, Contractor will be required to submit a variance document that details any variances between design assumptions for Task 1 made during the solicitation phase in pricing these activities and the actual requirements as set forth in the Final Design. This variance document must also identify any cost and/or schedule impact associated with each identified variance for CHPRC review and consideration.

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.

All changes shall be approved in writing by the Contract Specialist prior to work in the field on a format acceptable by the Contract Specialist. (See also General Provisions.)

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Company may request, and Contractor shall provide, proposals for Scope of Work changes (additions and deletions) which are priced, at Company's option, by one or a combination of the following methods:

- a. Negotiated Firm Fixed Price based upon a mutually agreed Scope of Work.
- b. Negotiated fixed rates not established in the Contract.
- c. Negotiated Unit Prices not established in the Contract.

4.0 TAXES

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

5.0 PAYMENT TERMS

Payment terms are net 30 days from receipt of a properly completed invoice, unless CHPRC reduced terms of payment are accepted or a prompt payment discount applied.

Payments will be made by electronic funds transfer. An "Authorization for Electronic Funds Transfer 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 that originals must be submitted.

5.1 Estimated Billing

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 billing value.

It is mandatory for continued acceptable performance that the Contractor provide monthly, to CH2M PRC 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. This data must be provided for each contract release 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

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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

TBD -There are no special definitions applicable to this contract

7.0 ASSUMPTIONS

TBD - There are no special definitions applicable to this contract

8.0 INVOICING INSTRUCTIONS

8.1 Contractor Invoices

Invoices submitted to CH2M HILL Plateau Remediation Company 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.

Contracts for Services

7. Unless otherwise authorized in the contract, service contracts may not be invoiced more than once per calendar month.

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8. 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).
9. Invoiced amounts, rates, other direct charges or travel must be specifically defined in the contract to be allowable for reimbursement.
10. 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.
11. 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

12. Invoices must indicate the quantity, unit description and unit price for each item listed.
13. 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

14. Invoices and supporting documentation may be submitted electronically in a format acceptable to CHPRC (preferred).
15. Submit invoices electronically via e-mail to both CH2M HILL Plateau Remediation Company Accounts Payable (CHPRC AP) at the following e-mail address: chprcap@rl.gov (chprcap@rl.gov) and (in the same email) to the Contract Specialist.
 - 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.
16. 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

Within sixty (60) days of completion of work on a Contract Release, the Contractor shall be required to submit to CHPRC a final release, as requested by the Contract Specialist that discharges CHPRC from all liabilities, obligations and claims in law and equity

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arising out of or in connection with CHPRC for the Contract Release. Ref.: [available on this web page](#)

10.0 SPECIAL INSTRUCTIONS

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 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.

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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 of thirty (30) Days or Less: Lodging and M&IE will be paid in accordance with the rates established by the Federal Travel Regulations unless otherwise specified in this Contract.
7. Rates: Expenses will be reimbursed using the following guidelines:
 - a. Transportation Other than Airline: Reimbursement of transportation costs will be at the current FTR per mile rate, for travel by personal automobile, or actual fares for other public conveyance, reasonably incurred by contractor's personnel in traveling by the shortest and most direct route from his/her home office to (Hanford Site) Richland, Washington, or to other such locations and return, at the request of CHPRC. When travel is by automobile the most direct route must be used. Local mileage costs while at the Hanford Site will not be reimbursed, unless specifically authorized in advance by CHPRC.
 - b. Transportation by Airline: Every reasonable effort must be made to plan required travel to obtain the lowest advance-purchase fares available. Actual receipts must accompany invoices for all airfare costs.
 - c. Car Rental: Travelers must use the least expensive compact car available. Should a compact or intermediate size vehicle not be available, use of a more expensive vehicle must be approved in advance by the CHPRC Contract Specialist and must be limited only to the time necessary to obtain a lower cost alternative and include a certification by the employee of the effort made to obtain the compact vehicle. Actual receipts must document all car rental and fuel costs. NOTE: A Pre-Paid refueling option and optional rental car insurance will not be reimbursed.
 - d. Personally-Owned Vehicle: Instead of using a rental car, a personally-owned vehicle may be used if determined to be more cost effective. However, arrangements must be pre-approved by the CHPRC Contract Specialist. CHPRC assumes no liability for accidents when personally owned or rental vehicles are used. Contractor retains all risks and liabilities associated with using personally-owned or rental vehicle.
 - e. Lodging: Lodging will be reimbursed at the current FTR rate or at the actual cost if less than the allowable FTR rate. Actual receipts must

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document all lodging costs being invoiced under this contract. If contractor employee moves from hotel lodging into residential accommodations earlier than 30 days, the lodging will be reduced to 55% of the FTR rate day effective date of establishing residential accommodations.

- f. Meals and Incidental Expenses (M&IE): M&IE will be reimbursed at a flat rate per day; not to exceed the limits specified for the geographical location in the FTR. The daily living expense (M&IE) will be prorated per the FTR during the first and last day of travel, inclusive of weekend trips home. Weekend stay-over(s) are paid when continued work is required during the following week.

8. Long-Term Temporary Work Assignments greater 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 Department of Energy (DOE) policy for extended travel assignments exceeding thirty (30) days (ref. DOE-AL-2013-01).

- a. Lodging: For the first sixty (60) days and last thirty (30) days of a long-term assignment, CHPRC will reimburse costs associated with lodging at the lesser of actual cost or 100% of the FTR authorized rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of the FTR rate.
- b. M&IE: For the first thirty (30) days and last thirty (30) days of the assignment, CHPRC will reimburse costs associated with M&IE at the lesser of actual cost or 100% of the FTR M&IE rate for the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of the FTR rate. The M&IE will be prorated per the FTR during the first and last day of travel, inclusive of weekend trips home.
- c. Travel Home: When on a long-term work assignment (more than 30 consecutive days), one (1) trip home, to the primary residence, after each four (4) consecutive weeks of assignment (on travel status) to the Contract will be reimbursed when approved in advance by CHPRC as follows:
 - i. Travel home must be booked via the most economical method and direct route in accordance with FTR guidance. If the project work assignment or an urgent situation prevents the Contractor employee from obtaining a minimum of fourteen (14) day airfare rates; approval must be obtained from CHPRC prior to booking the airfare. If a personal vehicle is used to return to the primary residence, mileage will be paid at the current FTR rates up to a total not to exceed the fourteen (14) day advance airfare value.
 - ii. While traveling and at home, lodging and M&IE expenses are not reimbursable.

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iii. The trips home are neither “bankable,” transferable nor cumulative.

9. Permanent Work Assignments: Unless pre-approved by CHPRC, work assignments of more than three hundred sixty-five (365) consecutive days are considered permanent. All incurred travel and living expenses, after three hundred sixty-five (365) consecutive days, are not reimbursable without written pre-approval from CHPRC. The consecutive-day count for Contractor personnel who change employment to another contractor will not restart, but continue from the original contract assignment date.

END OF PART II – FINANCIAL TERMS

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PART III – GENERAL TERMS

1.0 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.

2.0 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.

3.0 ORDER OF PRECEDENCE

In the event of a discrepancy among Contract Release 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.

4.0 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

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- 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

PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Contract Correspondence

CHPRC's Mailing Address:

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

CHPRC's Street Address:

Attn: Samantha Ernst
CH2M HILL Plateau Remediation Company
825 Jadwin Avenue, Room 433
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 TBD unless extended by the parties or unless terminated by other provisions of this Contract. Contractor is required to submit Baseline Schedule in accordance with the Submittal Register No. 001 within five (5) working days after award of 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

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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, Samantha Ernst
Service Contract Manager, Joan Howard
Procurement Manager, Patrick M. Marmo

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 Document Transmittals

The Contractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Contract. The transmittal shall contain (1) a unique identification number, (2) a brief identification of the document(s) including revisions, (3) the date of the transmittal, (4) purpose of the transmittal, including required action (if any) (5) signature of supplier representative, and (6) means or provisions for receipt acknowledgement by CHPRC.

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1.9 Electronic Mail Capability

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

1.10 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.

1.11 Work Schedules and Holiday

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. Work is typically done on a 4x10 schedule. The standard workday shall consist of ten (10) hours of work between 6:00 AM and 4:30 PM. Reference Statement of work for work schedule.

Accordingly, BEFORE scheduling work on site and/or deliveries, the Contractor shall make specific schedule arrangements for the delivery of materials 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 obtain specific schedule concurrence in advance.

1.12 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*

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1.13 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>

1.14 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.

1.15 Contractor – CHPRC Interface

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

1.16 Other Interfaces

Additional CHPRC contacts will be identified at the kickoff meeting.

1.17 Designation of Technical Representative

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

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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.

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.

1.18 Options

CHPRC 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.

Option 1 – Task 2.1 – Procure, Fabricate, and Assemble Equipment for East A-Cell HVAC Exhaust Dam and Snorkel; \$ TBD

Option 2 – Task 2.2 – Procure, Fabricate, and Assemble Equipment for West A-Cell HVAC Snorkel; \$ TBD

Option 3 – Task 2.3 – Procure, Fabricate, and Assemble Equipment for C/D-Cell HVAC Exhaust Dams and Snorkels; \$ TBD

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 markup 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

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communications. **Change Form A-6007-382 300-296 Project** (attached separately) is to be used for this Contract.

1.20 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

1.21 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.

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

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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-5 - On-Site Services

Revision 10 dated January 21, 2013

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

Revision 1, dated August 5, 2013

2.4 Special Provisions, SP-11 - Subcontracting Plan

Revision 4 dated August 19, 2013

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

2.5 Special Provisions, SP-12 – Government Property

Revision 1; dated December 6, 2016

2.6 Special Provisions, SP-13 - General Transportation Instructions

Revision 1; dated April 6, 2011

2.7 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

2.8 Special Provisions, SP-19 - Time and Materials (T&M) and Labor Hour (LH) Contracts

Revision 1; dated March 23, 2017

END OF PART IV – CONTRACT PROVISIONS

END OF CONTRACT