

Contractor Instructions

In accordance with the General provisions:

- 1- Contractor is required to identify lower-tier subcontractors (including 1099 contract personnel)
 - a. who will be performing work on the Hanford site or
 - b. who will be performing a significant portion of the contract
Significant generally includes; work scope, value, performing safety-related work, environmentally sensitive work, work in a radiation zone, Quality level 1 or 2 work or supplying equipment which aligns with one of these examples.
- 2- CPCCo reserves the right to refuse to accept any proposed lower-tier subcontractor.
- 3- CPCCo reserves the right to request copies of the lower-tier subcontracts documenting Contractor's compliance with flowdown requirements.
- 4- This signed form must be submitted to the CPCCo Contract Specialist prior to issuing the lower-tier subcontract.
- 5- An updated form with additions or changes must be submitted during contract performance whenever a new lower-tier subcontractor is contemplated for use in performing the CPCCo contract.

General Provision section 3.6; GP-COM section 10.0, GP-CL section 14.0

- A. Contractor shall not subcontract any on-site Work and/or any significant aspects of off-site contract performance without first identifying the proposed subcontractor and subcontract scope to CPCCo. Contractor shall certify that all appropriate flow-down provisions and requirements have been included in the subcontract. When requested by CPCCo, Contractor shall furnish CPCCo a copy of the proposed subcontract demonstrating that all appropriate flow-down provisions and requirements are specifically delineated in the subcontract and will be met. CPCCo reserves the right to: 1) reject any proposed subcontract or subcontractor as incomplete or unsuitable; 2) require submittal of the proposed subcontract before contract award or prior to performance of any work on site; and 3) 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. Failure of Contractor to notify CPCCo in advance of subcontracting may be considered a material breach of these Contract terms.
- B. Contractor is responsible for Contract performance and performance of its subcontractors regardless of having notified CPCCo of the intent to subcontract. On request of CPCCo, any subcontractor not performing in accordance with the terms of this Contract shall be replaced at no additional cost to CPCCo and shall not be employed again on the Work.
- C. Contractor shall require and include a provision in every subcontract at any tier authorizing assignment of such subcontract to CPCCo or the Government without requiring consent from such subcontractor or supplier.
- D. As used in paragraph A above, the term "subcontract" shall also include purchase orders and rental agreements for materials or equipment, and the term "subcontractor" shall also include vendors or suppliers of such material or equipment when significant to Contract performance.