

**SECTION B: 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.*

**Buyer:**  
**Central Plateau Cleanup Company**  
**P.O. Box 1464 Mail Stop A4-02**  
**Richland, WA 99352**

**Contractor:**  
 << Enter Company Name >>  
 << Enter Street Address >>  
 << Enter City, State Zip Code >>

**Contract Specialist:** S. Bradley Puntenny  
**Phone Number:** (509) 376-5576

**Contractor Contact:** << Enter Name >>  
**Phone Number:** << Enter Phone Number >>

**Start Date:** April 3, 2023  
**Contract Type:** Firm Fixed Price (FFP)  
**Contract Value:** \$<<Enter Asset Suite Contract Value>>

**End Date:** TBD  
**FOB Point:** N/A  
**Payment Terms:** NET 30

\_\_\_\_\_  
 Central Plateau Cleanup Company (Buyer)  
  
 S. Bradley Puntenny, \_\_\_\_\_  
 Printed Name, Title  
  
 \_\_\_\_\_ (509) 376-5576  
 Date Signed Phone Number

\_\_\_\_\_  
 Contractor Authorized Signature  
  
 \_\_\_\_\_,  
 Printed Name, Title  
  
 \_\_\_\_\_  
 Date Signed Phone Number

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**PART I – STATEMENT OF WORK**

See Attachment 1 – Statement of Work (SOW) 105KW Waste Retrieval & Transfer System Rev 0 dated 2-22-23.

**END OF PART I – STATEMENT OF WORK**

## **PART II – FINANCIAL TERMS**

### **1.0 CONTRACT TYPE**

This Contract is a Firm Fixed Price (FFP) contract.

### **2.0 CONTRACT VALUE**

#### **2.1 Limitation of Funds**

1. Although the parties hereto have negotiated the ceiling price of not-to-exceed \$ 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 \$<<Enter Asset Suite Contract Value>>. 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% 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, Buyer 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. Buyer 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 liability under the Termination clause) or otherwise incur costs in excess of the allotted amount of this Contract, until Buyer notifies the Contractor in writing that the allotted amount has been increased and specifies the revised total allotted amount.
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 specified in paragraph 3 above, Buyer 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 Buyer 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 Buyer 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.

**3.0 PAYMENT SCHEDULE**

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

<b>Task 1</b>	<b>Firm Fixed Price</b>	
Design a Waste Retrieval Enclosure and Transfer System (WRE/TS)		
Conceptual Design	\$	-
Preliminary Design	\$	-
Final Design	\$	-
<b>Total Firm Fixed Price</b>	<b>\$</b>	<b>-</b>

**4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS**

Buyer 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 ESTIMATED BILLING**

The Contractor shall provide monthly to Buyer an estimate of the total cost incurred (invoiced plus cost incurred for the current fiscal month) from inception of the Contract through the current fiscal month end. This data shall be provided for each contract or task order release until all payments are received and each contract or task order release is complete.

This data shall be provided electronically (preferred) each month, typically between the 12<sup>th</sup> and 16<sup>th</sup> of the month, through Hanford Vendor Registration, which displays a list of fiscal month end dates. Contact [vendorregsupport@rl.gov](mailto:vendorregsupport@rl.gov) with technical issues.

Alternative methods for submitting this data are email or mail and shall be received by Buyer by the 15th of each month. Use either the Microsoft® Excel® or Word version of

the Monthly Contract-to-Date Cost Estimate Form found at  
<https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs>.

Mailing Address: Email: [CPCCA@rl.gov](mailto:CPCCA@rl.gov)

Attn: Accruals  
Central Plateau Cleanup Company  
PO Box 1464 MSIN H7-32  
Richland, WA 99352

## 6.0 INVOICING INSTRUCTIONS

### 6.1 Contractor Invoices

Invoices submitted to Buyer shall be submitted as follows. Failure to submit a proper and accurate invoice may result in reduction in payment, rejection or delay of the invoice until the required documentation is provided. Address invoicing requirement questions to the Contract Specialist.

#### General Requirements

1. Each Contract, Task Order Release and Purchase Order shall be invoiced separately and in a timely manner with respect to the invoiced products or services.
2. The invoice shall clearly & legibly identify the
  - a. Contractor's Name
  - b. Unique Invoice Number
  - c. Contract, Task Order Release and/or Purchase Order Number
  - d. Itemized description of the supplies or service provided
  - e. Amount being billed
  - f. The billing period (beginning date and end date)
  - g. The name and telephone number of a Contractor representative available to respond to questions about the invoice
3. 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.
4. An [Authorization for Electronic Funds Transfer \(EFT\) of Invoice Payments](#) shall be on file with Buyer before EFT payments can be made.
5. Invoices will be paid according to the terms and conditions of the Contract *unless* substantiated evidence is obtained claiming Contractor is delinquent in payment to its subcontractors. All future payments may be reduced or suspended by the Contract Specialist until validation is received from the Contractor verifying its subcontractor payments are current.

#### Contracts for Services

1. Unless otherwise authorized in the Contract, service contracts shall not be invoiced more than once per calendar month.

2. The total amount due for the billing period shall be clearly identified on all invoices (this amount shall be set apart from any cumulative amounts or subtotals).
3. The billing period (beginning date and end date) shall be clearly identified on all invoices.
4. Invoiced amounts, rates, other direct charges or travel shall be specifically defined in the Contract based on the Contract type to be allowable for reimbursement.

### **Submittal**

1. Invoices and supporting documentation may be submitted electronically in a format acceptable to Buyer (preferred).
2. Submit invoices electronically via e-mail to both Buyer's Accounts Payable at the following e-mail address: [CPCCAP@rl.gov](mailto:CPCCAP@rl.gov) and (in the same email) to the Contract Specialist.
  - a. The Contractor's name, invoice number, and the Contract and Task Order Release number(s) shall be 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 <<Enter Contract Number>>.
3. Submit hard copy invoices including supporting documentation to Buyer's Accounts Payable organization at the address below.

Attn: Accounts Payable  
Central Plateau Cleanup Company  
P.O. Box 1464 Mail Stop H7-32  
Richland, WA 99352

## **7.0 FINAL RELEASE AND CLOSEOUT**

Contractor, after completion of work and receipt of final payment under this Contract, shall promptly execute and deliver a final release discharging the Buyer, the Government and their officers, agents, and employees of and from all liabilities, obligations and claims arising out of this Contract.

## **8.0 SPECIAL INSTRUCTIONS**

### **8.1 Back Charges**

Buyer reserves the right to back charge the Contractor for costs incurred by Buyer that 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 back charge may also result from:

1. Services performed by Buyer, at Contractor's request, which are within Contractor's scope of work under the Contract.
2. Costs sustained by Buyer as a result of Contractor's non-compliance with the provisions of this Contract or Contractor's act of omission or negligence.



3. Costs incurred by Buyer to fix all defects, deficiencies or errors that appear in the Work during the warranty period.
4. Costs associated with Buyer support costs when work is interrupted by a Contractor-caused delay or equipment failure.

At Buyer'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 back charge. In the event that Contractor fails to take satisfactory action, Contractor's option to mitigate shall be withdrawn and Buyer will take appropriate action to cure the problem and back charge Contractor.

**END OF PART II – FINANCIAL TERMS**

## **PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS**

### **1.0 ATTACHMENTS INCORPORATED**

The terms, provisions, forms, specifications, 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.

### **2.0 ACCEPTANCE OF PROVISIONS, 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, terms, forms, attachments, specifications and other documents that this Contract incorporates by reference or attachment. Buyer hereby objects to any provisions inserted into this Contract that are different from or in addition to those set forth by Buyer in the Contract.

### **3.0 CONTRACT PROVISIONS**

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. Provisions are posted for downloading at <https://cpcco.hanford.gov/page.cfm/ContractProvisions>. A copy is also available from Buyer on request.

#### **3.1 General Provisions**

Revision 0 dated January 25, 2021

#### **3.2 Special Provisions, SP-4 - Construction Contracts**

Revision 2 dated April 14, 2021

#### **3.3 Subcontracting Plan**

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

#### **3.4 Special Provisions, SP-12 - Government Property**

Revision 0 dated January 25, 2021

#### **3.5 Special Provisions, SP-13 - General Transportation Instructions**

Revision 0 dated January 25, 2021

**3.6 Special Provisions, SP-16 - Representations and Certifications**

Revision 1 dated May 4, 2022

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 Buyer in the Contract. Contractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change or otherwise affect said Representations and Certifications.

**END OF PART III – GENERAL TERMS, CONTRACT PROVISIONS &  
 ATTACHMENTS**

**PART IV – SPECIAL TERMS**

**1.0 ADMINISTRATION**

**1.1 Term of Contract**

The term of this Contract shall commence on April 3, 2023 and shall end on TBD unless extended by the parties or unless terminated by other provisions of this Contract.

**1.2 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 Buyer. Buyer will exercise the option(s) by providing thirty (30) day written notice to the Contractor prior to expiration of the Contractor’s current period of performance.

**1.3 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 Buyer 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. Buyer 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 Buyer, the option(s) will expire with the Contract.

<b>Optional Task 2</b>	<b>Firm Fixed Price</b>
Proof-of-Concept Mockup to Support Design and Fabrication	\$ -

<b>Optional Task 3</b>	<b>Firm Fixed Price</b>
Fabricate, Inspect, and Test the Waste Retrieval Enclosure and Transfer System	\$ -

<b>Optional Task 4</b>	<b>Firm Fixed Price</b>
Perform Integrated Factory Acceptance Test of Waste Retrieval Enclosure and Transfer System	\$ -

Optional Task 5	Qty	Unit	Fixed Unit Rate	Firm Fixed Price
Support Buyer Operations Team Familiarization	40	Hours	\$ -	\$ -

Optional Task 6	Firm Fixed Price
Perform Spare Parts Identification and Procurement	\$ -

**1.4 Contract Correspondence**

**Buyer’s Mailing Address:**

Attn: S. Bradley Punttenney  
 Central Plateau Cleanup Company  
 PO Box 1464 Mail Stop A4-02  
 Richland, WA 99352

**Buyer’s Street Address:**

Attn: S. Bradley Punttenney  
 Central Plateau Cleanup Company  
 2620 Fermi Avenue Room B132  
 Richland, WA 99354

**1.5 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 or designated Buyer’s Technical Representative (BTR). If the Contractor is unable to contact either the Contract Specialist or the BTR, the Contractor is to contact the Buyer Emergency Operations 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 Buyer, 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 (509) 373-0911 for cell phones and then make the notifications to Buyer as set forth herein.

**1.6 Authorized Personnel**

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

Contract Specialist, S. Bradley Punttenney  
 Manager, DJ Wuennecke

**1.7 Contractor – Buyer Interface**

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

## **1.8 Other Interfaces**

Additional Buyer contacts will be identified at the kickoff meeting.

## **1.9 Designation of Technical Representative**

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

<<Enter BTR Name, Phone Number, Mail Stop MSIN>>

The BTR is responsible for monitoring and providing technical guidance for this Contract and shall 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 Buyer 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 shall 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 Buyer unless formalized by proper Contract documents executed by the Contract Specialist.

## **1.10 Key Personnel**

Contractor agrees those individuals determined to be key individuals shall not be reassigned without the written agreement of Buyer. 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 Buyer, 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:

<<Key personnel>>

## **1.11 Material/Fabrication Items Requirements**

The terms of this Contract require materials/fabricated items to be delivered per the Statement of Work by <<Enter Date>> unless terminated by other provisions of this Contract.

## **1.12 Packing List**

Contractor shall enclose a packing list with each shipment referencing:

1. Name of Contractor

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

### 1.13 Package Identification

All envelopes, boxes or packages shipped to Buyer in performance of this Contract shall be clearly marked with the Contract number.

### 1.14 Contractor Submittals

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 Buyer if additional Submittal Numbers are required.

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

### 1.15 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 in considered to be proprietary.

### 1.16 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 Buyer.

#### **1.17 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 CPCC-STD-EN-40279, Engineering Drawing Standards.

#### **1.18 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. 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 Buyer upon receipt. Buyer 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.

#### **1.19 Contract Change Request**

The Contractor shall submit formal requests for changes to the scope, schedule or cost of this contract using the Contract Change Identification Form. 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 Buyer upon receipt. Buyer 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 Work Schedules and Holiday**

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. Buyer 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 Buyer, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, etc.

Buyer 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.

### 1.21 Foreign National Notification and Approval

The Contractor, regardless of work location, shall obtain Buyer's approval prior to providing any Foreign National (non-U.S. citizen) access to any Department of Energy (DOE)/Buyer sites, programs, information and technologies under this Contract. Prior approval is also required for Contractor-hosted meetings where Foreign National(s) will be present (in person or virtually). Foreign National requests will be processed in accordance with [DOE Order 142.3A Chg 1 \(MinChg\)](#), *Unclassified Foreign Visits and Assignments Program*, and applicable Hanford Site procedures.

Furthermore, Contractor travel outside the United States for the purpose of performing work under this Contract shall be approved in advance by Buyer. Foreign travel will be reviewed and processed in accordance with [DOE Order 551.1D Chg 2 \(Minor Revision\)](#), *Official Foreign Travel*.

### 1.22 FAR 52.223-99 – Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION)

- a. Definition. As used in this clause –  
United States or its outlying areas means—
  1. The fifty States;
  2. The District of Columbia;
  3. The commonwealths of Puerto Rico and the Northern Mariana Islands;
  4. The territories of American Samoa, Guam, and the United States Virgin Islands; and
  5. The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll and Wake Atoll.
- b. Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).
- c. Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this Contract, for Contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.
- d. Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

## 2.0 DEFINITIONS

There are no special definitions applicable to this Contract.



**3.0 ASSUMPTIONS**

There are no special assumptions applicable to this Contract.

**END OF PART IV – SPECIAL TERMS**

**END OF CONTRACT**