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| **From:** | Porcaro, Elaine N |
| **To:** | Post-2028 |
| **Cc:** | Madderom, Sean R; Smith, Connie V; Dwight Etheridge; Niro, Tracy; Dove, Debra L; Rimmer,William T (BPA) PSE-MEAD-GOB; Harkins, Brian A |
| **Subject:** | [EXTERNAL] DOE Hanford Provider of Choice redline comments, sections 16, 21, general comments |
| **Date:** | Wednesday, April 17, 2024 3:31:08 PM |

BPA Provider of Choice comment line,

On behalf of Connie Smith and Sean Madderom, please find below Hanford’s comments to the redline sections discussed in last week’s workshop.

In 2(a) below, Hanford will follow up with standard billing and payment terms.

Thank you for consideration of these comments, and many thanks to Connie Smith for compiling these for us.

Elaine Porcaro,

DOE Hanford Chief Engineer

1. Section 1 - Term: No comments.

1. Section 16 – Billing and Payment

* 1. Section 16.5.3. For Federal agencies, different terms should apply as methods and requirements differ. The Anti-Deficiency Act should be referenced. For Federal agencies, each agency’s standard processes should be identified. Hanford will provide its standard terms shortly. For refunds, please add “Unless a federal agency requests otherwise, when any refund is due, the parties will coordinate. Generally, BPA will credit the refund against subsequent BPA bills. If the refund amount will exceed the payment due, the refund will be applied to multiple bills rather than creating a negative balance.”

1. Section 21- Uncontrollable Forces
   1. Section 21.1(2) Please add “For Federal agencies, the unavailability of funds may be considered an Uncontrollable Force and the dispute resolution process applies.”
   2. Section 21.3, please change “immediately” to “promptly” in subsection (1), and add “, and electronic notification is acceptable.” These changes are intended to better reflect typical practices during events.

1. Section 22 – Governing Law and Dispute Resolution: No comments.

1. General comment. Please leave flexibility in the form contract for multiple notification points of contact. For the Hanford contract, please consider that there should be both executive and liaison contacts, as well as primary and alternate points of contact in the contract for our agency and for BPA for many reasons. Reasons include federal employees may go on military leave or have other extended absences, and contractors perform key support.