



**DRAFT SUBCONTRACT FOR RFP NO.388496
EQUIPMENT RENTAL SERVICES**

Buyer:

Central Plateau Cleanup Company
P.O. Box 1464 Mail Stop A7-05
Richland, WA 99352

Contractor:

The Company
Street
City

Contract Specialist: Shamika Zamora

Phone Number: 509-376-2013

Subcontractor Contact:

Phone Number:

Start Date: TBD

End Date: 9/30/2027

Contract Type: Indefinite Delivery/Indefinite
Quantity

Payment Terms: Net 30

Contract Value: Minimum \$1,000.00

Maximum \$5,000,000.00

Central Plateau Cleanup Company (Buyer)

Shamika Zamora, Contract Specialist
Printed Name, Title

Date Signed

Subcontractor Authorized Signature

_____, _____
Printed Name, Title

Date Signed

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PART I – STATEMENT OF WORK

See Attachment 1 – Statement of Work titled, **Equipment Rental Services** dated 01/12/2026

END OF PART I – STATEMENT OF WORK

PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE

This Contract is an Indefinite Delivery / Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) established for follow-on Firm Fixed Price (FFP) Task Order Releases (TOR) with defined delivery and schedule requirements or completions to be issued.

2.0 CONTRACT VALUE

2.1 Awarding Task Order Releases

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) utilizing Firm Fixed Price task orders in accordance with FAR Subpart 16.5 for CPCCo. The total combined contract capacity of this MATOC is valued at 5,000,000.00 over a (3) three-year period.

CPCCo commits to securing at least \$1,000.00 in services per contract during the base period. This amount will be allocated through a Task Order and will be released once the obligation is fulfilled.

Individual Task Orders will be released to the Subcontractors under this Contract. The individual Task Order Release will contain the scope of work, the period of performance for the specific scope of work, and the agreed value for Subcontractor's performance of the work. Performance and payment are only applicable to the extent indicated on the individual task order.

More than one IDIQ contract is being awarded for the same services under this solicitation. Each awardee will be afforded a fair opportunity to be considered for each task order in excess of \$3,500 in accordance with FAR 16.505(b)(1)(i).

Task orders will typically be competed among all awardees. In general, award will be made on a "Lowest Priced Technically Acceptable (LPTA)" basis; however, the award could be made based on Best Value/Trade-Off. The basis of award instructions will be outlined in the individual task order request for proposal instructions.

Only those individuals named by the Buyer under Authorized Personnel are authorized to issue Task Order Releases and to make any changes to this contract.

2.2 Task Order Release Process

The following process shall apply to Task Order Releases issued by Buyer under this Agreement. Performance of work within general scope will be authorized by written direction issued in accordance with the process described herein.

1. Task Order Releases will, from time to time, be issued by Buyer to the Subcontractor designating the task to be performed and schedule of performance. Each Task Order Release and Task Order Release Modification will be numbered, tracked and shall be invoiced separately.

2. Buyer will request a proposal for a Task Order Release for equipment (including quantities, specifications) from the Subcontractor, who shall respond with a proposal within two (2) to five (5) working days depending on urgency of the request, unless Buyer grants a longer time period. The Subcontractor will not be reimbursed for any costs associated with the development of potential Task Order Release statements of work, nor will the Subcontractor be reimbursed for any costs associated with the preparation of Task Order Release proposals.
3. Buyer will select the Subcontractor to be awarded the Task Order Release primarily based on price, but the Buyer reserves the right to consider non-price factors when making such decisions and will also consider equipment availability and proposed delivery schedule.
4. The Subcontractor's proposal response shall address the Task Order Release work scope requirements and shall include the following:
 - a. Location and availability of equipment.
 - b. Proposed schedule of delivery of equipment to Hanford site location as specific to the RFP.
 - c. Rates for equipment during proposed rental period to establish Firm Fixed Price (FFP) for that period.
 1. Milestone Payments: Subcontractor may propose a milestone payment schedule and include it as part of this section. Unless proposed and agreed to in advance, this contract will be Firm Fixed Price type with a lump sum payment at completion of this contract.
5. All proposed labor rates for the specific labor categories and equipment must adhere to the established rates for each specific labor category and equipment established in the Subcontractor's MATOC IDIQ Contract and referenced in the Task Order Release. Discounted rates may be proposed to be more competitive.
6. Buyer will review the Subcontractor's proposal and may conduct negotiations to resolve differences prior to issuing a Task Order Release. If the differences cannot be resolved, Buyer has the unilateral right to obtain the work from another source. Task Order Releases will be issued in accordance with the terms of this Agreement.
7. The Subcontractor shall not begin work on any Task Order Release or Task Order Release Modification prior to receipt of written authorization to proceed from an appropriate individual specified in the provision of this Agreement entitled, "Authorized Personnel."

2.3 Contract Minimum Value and Maximum Value of Services

For MATOC services defined in the contract statement of work, Subcontractor performance of work shall be authorized by Task Order Releases issued by Buyer in accordance with the Task Order Release process of this Agreement. Buyer shall order and

Subcontractor shall deliver a minimum of \$1,000.00 in services under this agreement.
Buyer may order a maximum of \$5,000,000.00 in services under this agreement.

3.0 PAYMENT SCHEDULE

TBD

3.1 Milestone Payment Schedule – Fixed Price Line Items

Subject to such other limitations and conditions as are specified in this Contract and this clause, Subcontractor may request milestone payments in accordance with the Milestone Payment Schedule Table.

1. Buyer may reduce or suspend milestone payments, deduct the amount of milestone payments previously paid from any amounts owing to Subcontractor, or take a combination of these actions after any of the following conditions occurs:
 - a. the Subcontractor failed to comply with any material requirement of this Contract;
 - b. performance of this Contract is endangered by the Subcontractor's failure to make progress or unsatisfactory financial condition;
 - c. the Subcontractor is delinquent in payment of any Subcontractor or supplier under this Contract in the ordinary course of business; or
 - d. the amount of payments under this Contract exceed any limitation in this Contract.
 - e. Subcontractor fails to satisfactorily remedy such condition.
2. Subcontractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by Buyer to determine that a milestone event has been successfully completed. Subcontractor shall provide Buyer reasonable opportunity to examine and verify the Subcontractor's records and to examine and verify the Subcontractor's performance. Buyer may decline one or more milestone payment requests any time the Subcontractor's records or controls are determined by Buyer to be inadequate for support of the request.
3. Buyers's rights and remedies under this clause are not exclusive; rather, they are in additional to any other rights and remedies provided by law or this Subcontract.

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 Subcontractor 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 Subcontract 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 subcontract or task order release is complete.

This data shall be provided electronically (preferred) each month, typically between the 12th and 16th of the month, through Hanford Vendor Registration, which displays a list of fiscal month end dates. Contact 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

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

6.0 INVOICING INSTRUCTIONS

6.1 Subcontractor 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.

6.2 General Requirements

1. Each Subcontract, 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 be provided in accordance with the Federal Acquisition Regulation (FAR) Part 32.905.
3. Remittance will only be made to the remittance address on file for the Subcontractor. 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.

Invoices will be paid according to the terms and conditions of the Contract *unless* substantiated evidence is obtained claiming Subcontractor 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 Subcontractor verifying its Subcontractor payments are current.

6.3 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.
5. Training costs on fixed priced contracts must be invoiced for the lump sum amount/CLIN without backup documentation. Training costs on flexibly priced contracts that are invoiced intermittently must have employee names, Hanford ID and date of training. If the training certificate is available, then it should be included with the invoice supporting documentation.
6. The Labor Classification/Job Category must be listed with the respective billing rate.

6.4 Submittal

1. Invoices and supporting documentation may be submitted electronically in Adobe® PDF. The subcontract number and invoice number must be in the file name.
2. Submit invoices electronically via e-mail to Buyer's Accounts Payable at CPCCAP@rl.gov and
 - a. The Subcontractor's name, invoice number, and the Subcontract 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: Subcontractor 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

6.5 Cost Adjustments

The cost(s) of this Contract are subject to adjustment based on the resolution of recommendations contained in any report of Government Audit in accordance with cost

principles contained in the Department of Energy Acquisition Regulations and the Federal Acquisition Regulations.

7.0 FINAL RELEASE AND CLOSEOUT

Subcontractor, 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 Subcontractor for costs incurred by Buyer that are caused by the Subcontractor or Subcontractor's Subcontractors in accordance with this Subcontract 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 Subcontractor's request, which are within Subcontractor's scope of work under the Contract.
2. Costs sustained by Buyer as a result of Subcontractor's non-compliance with the provisions of this Contract or Subcontractor'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 Subcontractor-caused delay or equipment failure.

At Buyer's sole discretion and if circumstance allow, Subcontractor 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 Subcontractor fails to take satisfactory action, Subcontractor's option to mitigate shall be withdrawn and Buyer will take appropriate action to cure the problem and back charge Subcontractor.

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. Subcontractor 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.

- Attachment 1 – Statement of Work – **Equipment Rental Services** dated 01/12/2026
- Attachment 2 – SCA Wage Determination, Rev. 27, dated 12/03/2025

2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS

Subcontractor, 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. Subcontractor 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 3 dated January 28,2025

3.2 Special Provisions, SP-5 – On Site Services

Revision 05 dated January 23, 2025

3.3 Special Provisions, SP-13 – General Transportation Instructions

Revision 0 dated January 25, 2021

3.4 Special Provisions 16 - Representations and Certifications,

Revision 5 dated January 23,2024

Representations and Certifications made by the Subcontractor 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. Subcontractor agrees to update and

resubmit a revised SP-16 if any changes occurs that would nullify, change or otherwise affect said Representation 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 definitized Contract shall commence on **TBD** and shall end on **9/30/2027** 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 a 30-day written notice to the Subcontractor prior to expiration of the Subcontractor'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 Subcontractor prior to the most current Contract end date. Lacking written notice by Buyer, the option(s) will expire with the Contract.

- 1) Option 1: 10/01/2027 through 09/30/2028
- 2) Option 2: 10/01/2028 through 09/30/2029

1.4 Contract Correspondence

Buyer's Mailing Address:

Attn: Shamika Zamora
Central Plateau Cleanup Company
PO Box 1464 Mail Stop A7-05
Richland, WA 99352

Buyer's Street Address:

Attn: Shamika Zamora
Central Plateau Cleanup Company
2620 Fermi Ave.
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 Subcontractor is to immediately contact the designated Contract Specialist or designated Buyer's Technical Representative (BTR). If the Subcontractor is unable to contact either the Contract Specialist or the BTR, the Subcontractor 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 Subcontractor is advised to suspend activities, the Subcontractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Subcontractor 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, Shamika Zamora
- Procurement Manager, Tina Ridge

1.7 Contractor and Buyer Interface

Buyer and the Subcontractor 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:

- TBD

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 Subcontractor's personnel while on site and the interface between Subcontractor 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 Packing List

Subcontractor shall enclose a packing list with each shipment referencing:

1. Name of Subcontractor
2. Subcontract 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)

1.11 Package Identification

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

1.12 Proprietary Data Submittals

If Subcontractor submits any data as part of their Contract, which is considered by the Subcontractor 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.

1.13 Contract Change Request

The Subcontractor shall submit formal requests for changes to the scope, schedule or cost of this Subcontract using the Contract Change Identification Form (Change Form). The appropriate portions of the Change Form shall be completed by the Subcontractor. 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.

1.14 Work Schedules and Holiday

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, Subcontractor 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 Subcontractor 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 Subcontractor's failure to plan for and obtain specific schedule concurrence in advance.

1.15 Foreign National Notification and Approval

The Subcontractor, 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 Subcontractor-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, Subcontractor 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.

1.16 Service Contract Labor Standards

This Contract is subject to Service Contract Labor Standards (formerly known as the McNamara-O'Hara Service Contract Act of 1965) as specified in FAR 22.10. In accordance with Service Contract Labor Standards, the Subcontractor shall pay service employees, employed in the performance of this Subcontract, no less than the minimum wage and furnish fringe benefits specified by Service Contract Labor Standards or applicable Wage Determination.

The Service Contract Labor Standards Wage Determination specifically for this Subcontractor at <https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDoes>.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor website.

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