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 A7-05
Richland, WA 99352

Subcontractor:

TBD
TBD
TBD

Contract Specialist: Marlemne Uvalle
Phone Number: (509) 372-1064

Subcontractor Contact: TBD
Phone Number: TBD

Start Date: TBD
Contract Type: Firm Fixed Unit Price (FFU)
Contract Value: $TBD

End Date: 09/30/2027
Payment Terms: Net 30

Central Plateau Cleanup Company (Buyer)

Marlemne Uvalle, _____
Printed Name, Title

_____ (509) 372-1064
Date Signed Phone Number

Subcontractor Authorized Signature

_____, _____
Printed Name, Title

_____ _____
Date Signed Phone Number

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PART I – STATEMENT OF WORK

Attachment 1 – Statement of Work titled, *Title,* dated 08/10/2026

END OF PART I – STATEMENT OF WORK

PART II – FINANCIAL TERMS

1.0 SUBCONTRACT TYPE

This Contract is a Firm Fixed Unit Price (FFU) contract.

2.0 SUBCONTRACT VALUE

2.1 Fully Funded

The value of this Subcontract is $TBD

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

Email: CPCCA@rl.gov

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.
5. 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 TBD.
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

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.

- Attachment 1 – Statement of Work

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

3.0 CONTRACT PROVISIONS

Unless specifically replaced or revised in the body of this Subcontract, the clauses and referenced laws, rules and regulations in the General Provisions and Special Provisions applicable for this type of subcontract shall have the same force and effect as if written into the body of the Subcontract.

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 14 - Hazardous Waste Transportation and Disposal

Revision 0 dated January 25, 2021

3.3 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 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 TBD and shall end on 09/30/2027 unless extended by the parties or unless terminated by other provisions of this Subcontract.

1.2 Contract Correspondence

Buyer's Mailing Address:

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

Buyer's Street Address:

Attn: Marlemne Uvalle
Central Plateau Cleanup Company
2620 Fermi Avenue Room B134
Richland, WA 99354

1.3 Abnormal or Unusual Situations

In the event that there is an abnormal or unusual situation associated with this Subcontract 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: Subcontract 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 Subcontactor 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.

1.4 Authorized Personnel

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

- Contract Specialist, Marlemne Uvalle
- Manager, Rayna Moe

1.5 Subcontractor – Buyer Interface

Buyer and the Subcontractor will interface only through Buyer's Contract Specialist for clarifications and questions.

1.6 Other Interfaces

Additional Buyer contacts will be identified at the kickoff meeting.

1.7 Designation of Technical Representative

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

- TBD

The BTR is responsible for monitoring and providing technical guidance for this Subcontract 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 Subcontract performance.

Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this Subcontract. The BTR may not direct work or authorize any change outside of the written Contract and Subcontract provisions.

The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract Subcontractor shall promptly notify the Contract Specialist in writing. No action outside the scope of the Subcontract shall be taken until the Contract Specialist makes a determination and/or modifies the Subcontract.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon Buyer unless formalized by proper Subcontract documents executed by the Contract Specialist.

1.8 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)

1.9 Package Identification

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

1.10 Subcontractor Submittals

The Subcontractor submittals identified herein on the SOW Attachment 1, Submittal Register, shall be submitted by the Subcontractor using the Subcontractor 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 Subcontractor 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 Subcontractor with a request for resubmission (i.e., marked as: "B" and "Resubmit – Yes" or "C Revise and Resubmit"), the Subcontractor shall resubmit all corrected documents within the time specified on the resubmission notice or if no time is specified therein within 10 working days from the disposition date. New submittals shall require the Subcontractor to contact Buyer if additional Submittal Numbers are required.

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

1.11 Requests for Clarification or Information

Where necessary, the Subcontractor 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 Subcontractor, 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.

1.12 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.

1.13 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, and other interfaces as appropriate.

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.

1.14 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*.

2.0 DEFINITIONS

There are no special definitions applicable to this Subcontract.

3.0 ASSUMPTIONS

There are no special assumptions applicable to this Subcontract.

END OF PART IV – SPECIAL TERMS

END OF CONTRACT