



**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:

Contract Specialist: Brandis J. Wood  
Phone Number: 509-376-2013

Contractor Contact:  
Phone Number:

Start Date: Upon Award  
Contract Type: Firm Fixed Price (FFP)  
Contract Value: \$To Be Determined

End Date: 05/31/2022  
Payment Terms: N30

\_\_\_\_\_  
Central Plateau Cleanup Company (Buyer)

\_\_\_\_\_  
Contractor Authorized Signature

Brandis J. Wood, Contract Specialist  
Printed Name, Title

\_\_\_\_\_, \_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date Signed      509-376-2013  
Phone Number

\_\_\_\_\_  
Date Signed      \_\_\_\_\_  
Phone Number

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**PART I – STATEMENT OF WORK**

Revision 0  
July 19, 2021

**STATEMENT OF WORK**

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## **1.0 INTRODUCTION / BACKGROUND**

This contract is issued for the performance of Cobra Deltek training Services in support of Central Plateau Cleanup Company (CPCC) work scope for the period January 3, 2022 – May 31, 2022, CPCCo is a prime contractor to the Department of Energy (DOE) and all work on this Statement of Work will be performed in support of the CPCCo contract with DOE.

## **2.0 DESCRIPTION OF WORK – GENERAL**

Contractor employee(s) shall be responsible for independently planning, organizing and performing a wide variety of non-hazardous specialized administrative/technical duties in support of the successful completion of goals and deliverables and in accordance with all provisions of the contract.

## **3.0 DESCRIPTION OF WORK – SPECIFIC**

The work scope for this activity includes the resources, material and/or equipment necessary to accomplish the following CPCCo activities:

Train 80 Project Control personnel on the use of the Cobra Deltek software. Training will include detailed instruction on the use of the software including a fundamentals class and an advanced class. Training will be performed remotely.

Resources covered in this SOW include (type of resource, amount of service, or types of equipment).

### **3.1 Task Description**

The work products and services to be provided, including any specific CPCCo standards and requirements, required for the successful completion of this work activity includes a training manual.

### **3.2 Special Requirements**

Contractor shall be well versed in Earned Value Management Systems criteria.

### **3.3 Acceptance Criteria**

Work products and services provided shall meet all applicable CPCCo procedures for control and review of work products and pertinent regulatory requirements, as required by this contract and incorporated provisions.

Further specific Acceptance Criteria applicable to this scope includes adherence to the National Defense Industrial Association (NDIA)/Electronic Industries Alliance (EIA) standard EIA-748, Earned Value Management Systems.

### **3.4 Organizational Interfaces**

The Contractor shall interface with various CPCCo (and other) organizations through the CPCCo Contract Specialist (or designee), as required. The interfaces is the Project Controls Systems Manager.

### **3.5 Work Not Included**

Work not included in this Contract includes traveling on-site to conduct the training.

### **3.6 Buyer Furnished Materials and Equipment**

The CPCCo will furnish the following materials, equipment and facilities at no cost to the Contractor for use in performing this work scope: Cobra Deltek software.

### **3.7 Site Conditions and Known Hazards**

The site conditions and/or known hazards are not applicable.

### **3.8 Site Coordination Requirements**

Contractor site coordination and interface requirements include interface with the Project Controls Systems Manager.

## **4.0 TECHNICAL REQUIREMENTS**

Contractor will perform in accordance with the terms and conditions of this contract, CPCCo internal policies and procedures, and quality assurance provisions, including safety programs, laws, orders, permits, rules, confidentiality of information and intellectual property safeguards.

### **4.1 Work Location / Access Requirements (if applicable)**

Training will be performed remotely.

## **5.0 PERSONNEL REQUIREMENTS**

### **5.1 Training and Qualification**

- A. Task specific or unique training or qualifications required for this task includes knowledge of Earned Value Management Systems and the 32 criteria included in the EIA-748, Earned Value Management Systems.
- B. The Contractor is expected to provide appropriately trained and qualified staff to perform the type of work associated with their skill of craft at the Hanford site.
- C. CPCCo shall provide Contractor staff task or facility specific training as required for site and facility access and safe performance of assigned tasks.
- D. Testing requirements for personnel who will be working in substance Testing Designated Positions.

### **5.2 Security and Badging Requirements**

For any on site work, general site access badging is required.

- Special clearance requirements will be provided, if applicable.

### **5.3 Site Access and Work Hours**

- A. Work will be done on a 4 x 10 schedule. The standard workday shall consist of ten (10) hours of work between 6:30 AM and 5:00 PM, with one-half hour designated as an unpaid period for lunch. No work occurs on the non-working Fridays. If schedule alternative is required BTR will communicate to contractor's contact.

### **6.0 ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY REQUIREMENTS**

The Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall comply with, and assist CPCCo in complying with Environmental, Safety, Health, and Quality (ESH&Q) requirements of all applicable laws, regulations and directives.

Materials supplied or purchased for use in performance of this contract, to the maximum extent practical, shall be environmentally preferred as described in 40 CFR 247 and including Biobased products as designated by the USDA . [www.biopreferred.gov](http://www.biopreferred.gov)

The following project-specific ESH&Q requirements are applicable to this scope of work in addition to the requirements identified in the contract [General Provisions](#) and, when work is being conducted on site, the additional ESH&Q requirements in [SP-5 \(On-Site Services\)](#) should be followed.

### **7.0 MEETINGS AND SUBMITTALS**

#### **7.1 Meetings**

- A. Contractor shall participate in the following meetings.
  - a. Pre-meeting to discuss the training plan.

#### **7.2 Submittals**

- a. There are no submittals for this scope

### **8.0 DELIVERABLES, PROJECT CONTROLS, MILESTONES, AND PERFORMANCE SCHEDULE REQUIREMENTS**

- A. Deliverables include:
  - a. Schedule
  - b. Completion roster
  - c. Completion certificates

## **END OF PART I – STATEMENT OF WORK**

## **PART II – FINANCIAL TERMS**





## 14.0 INVOICING INSTRUCTIONS

### 14.1 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 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. 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 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 A4-03  
Richland, WA 99352

**15.0 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.

**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 for Commercial Items**

Revision 0 dated January 25, 2021

#### **3.2 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.

### **3.3 Special Provisions, SP-16 - Representations and Certifications**

Revision 0 dated January 25, 2021

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 Upon Award and shall end on 05/31/2022 unless extended by the parties or unless terminated by other provisions of this Contract.

#### **1.2 Contract Correspondence**

##### **Buyer’s Mailing Address:**

Attn: Brandis J. Wood  
Central Plateau Cleanup Company  
PO Box 1464 Mail Stop A4-02  
Richland, WA 99352

##### **Buyer’s Street Address:**

Attn: Brandis J. Wood  
Central Plateau Cleanup Company  
825 Jadwin Ave Room  
Richland, WA 99352

#### **1.3 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 Occurrence Notification 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 373-0911 for cell phones and then make the notifications to Buyer as set forth herein.

#### **1.4 Authorized Personnel**

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

Contract Specialist, Brandis J. Wood  
Manager, Vickie Clem

### **1.5 Contractor – Buyer Interface**

Buyer and the Contractor 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 contract is:

To Be Determined

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.

### **1.8 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.

### **1.9 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*.

### **1.10 On Site Work Restriction**

Unless authorized by the Contract Specialist for specific Contractor personnel for a specific time, location, and purpose or otherwise incorporated into the Contract by a modification, Contract work scope activities are not authorized to be performed on the Hanford Site.

### **1.11 Service Contract Act of 1965**

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

The Service Contract Act Wage Determination specifically for this Contract are [posted here](#).

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**