



CONTRACT NO: TBD

TITLE: Outer Area End States Construction Facility Maintenance Services

**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 <<Enter MSIN>>  
Richland, WA 99352**

Contractor:

TBD  
TBD  
TBD

Contract Specialist: TBD

Phone Number: (509) 376-XXXX

Contractor Contact: TBD

Phone Number: TBD

Start Date: TBD

Contract Type: Firm Fixed Price

Contract Value: \$0.00

End Date: 09/30/2023

Payment Terms: TBD

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

TBD, Contract Specialist  
Printed Name, Title

\_\_\_\_\_  
Date Signed      (509) 376-XXXX  
Phone Number

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

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

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



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**PART I – STATEMENT OF WORK**

See attached.

**END OF PART I – STATEMENT OF WORK**



**PART II – FINANCIAL TERMS**

**1.0 CONTRACT TYPE**

This Contract is a Firm Fixed Price contract.

**2.0 CONTRACT VALUE**

**2.1 Contract Price**

Full compensation to Contractor for full and complete performance of all the Work, compliance with all terms and conditions of this Contract, and for Contractor’s payment of all obligations incurred in, or applicable to, performance of the Work shall be the Firm Fixed Price of <<TBD>> (\$<<TBD>>).

**2.2 Fixed Priced Line Items**

Buyer may identify the items or services to be acquired under this contract as separately identified fixed price line items for the purposes of segregating contract work into discrete control accounts. Contractor agrees to invoice line items separately as required by Part II, Article 6.1 below.

<b>CLIN</b>	<b><u>Description</u></b>	<b>QTY</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b><u>Total Price</u></b>
0001			Ea/Lot/Job	\$	\$
0002			Ea/Lot/Job		
0003			Ea/Lot/Job		
0004			Ea/Lot/Job		
<b>TOTAL Price (all CLINs)</b>					<b>\$TBD</b>

**3.0 PAYMENT SCHEDULE**

See Attachment 2

**3.1 Milestone Payment Schedule – Fixed Priced Line Items**

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

- 1) A milestone payment request may be submitted only after successful completion of the milestone event specified in the Milestone Table. Buyer will determine whether the event or performance criterion for which payment is requested has been successfully completed in accordance with the terms of the contract. Buyer

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may, at any time, require the Contractor to further substantiate the successful performance of the milestone which is represented as being completed.

- 2) Contractor's request for milestone-based payment must contain the following:
  - a) an invoice satisfactory to Buyer that meets contract invoice requirements.
  - b) a signed and dated request for a milestone payment per the milestone schedule.
  - c) the contract number,
  - d) documentation sufficient to verify performance and completion of the milestone event, and
  - e) certification by a Contractor official authorized to bind the Contractor, as specified below:

I certify to the best of my knowledge and belief that this request for a milestone payment is true and correct. This request and accompanying invoice has been prepared from the books and records of the Contractor which demonstrate that:

- All payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- There are no encumbrances against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the transfer of title;
- There has been no materially adverse change in the financial condition of the Contractor;
- Progress is being made as reported for completion of this contract by the estimated completion date and within the total value of the contract.

- 3) Approval by Buyer of a milestone payment request does not:
  - a) constitute acceptance,
  - b) excuse the Contractor from performance of all obligations under this contract, and
  - c) constitute a waiver of any of the rights or remedies of the parties under the contract.
- 4) Buyer may reduce or suspend milestone payments, deduct the amount of milestone payments previously paid from any amounts owing to contractor, or take a combination of these actions after any of the following conditions occurs:

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- a. the Contractor failed to comply with any material requirement of this contract,
  - b. performance of this contract is endangered by the Contractor's failure to make progress or unsatisfactory financial condition, or
  - c. the Contractor 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. Contractor fails to satisfactorily remedy such condition.
- 5) Title to the property or materials included as part of a milestone, will transfer to Buyer upon payment of the milestone amount.
  - 6) Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Buyer to determine that a milestone event has been successfully completed. Contractor shall provide Buyer reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance. Buyer may decline one or more milestone payment requests any time the Contractor's records or controls are determined by Buyer to be inadequate for support of the request.
  - 7) Buyer's rights and remedies under this clause are not exclusive, but rather are in additional to any other rights and remedies provided by law or this contract.

#### **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 billable cost (invoiced plus invoiceable) 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 15<sup>th</sup> of each month. Use either the Microsoft<sup>®</sup> Excel<sup>®</sup> or Word version of the Monthly Contract-to-Date Cost Estimate Form found at <https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs>.



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Mailing Address: Email: [CPCCA@rl.gov](mailto:CPCCA@rl.gov)  
Attn: Accruals  
Central Plateau Cleanup Company  
PO Box 1464 MSIN A4-03  
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 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).



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- 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**

- Invoices and supporting documentation may be submitted electronically in a format acceptable to Buyer (preferred).
- 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.
  - 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.
- 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

**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:

- Services performed by Buyer, at Contractor's request, which are within Contractor's scope of work under the Contract.
- 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.
- Costs incurred by Buyer to fix all defects, deficiencies or errors that appear in the Work during the warranty period.
- Costs associated with Buyer support costs when work is interrupted by a Contractor-caused delay or equipment failure.



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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**

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**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.

Attachment 1 – Statement of Work dated March 21, 2022

Attachment 1.1 – Appendix A 300 Area Cold Weather Protection Plan

**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 Special Provisions, SP-5 - On Site Services**

Revision 2 dated January 11, 2022

**3.4 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

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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 TBD and shall end on 09/30/2023 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.

Option 1: October 1, 2023 and end on September 30, 2024

Option 2: October 1, 2024 and end on September 30, 2025

**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.

**1.4 Contract Correspondence**

**Buyer's Mailing Address:**

Attn: TBD  
Central Plateau Cleanup Company  
PO Box 1464 Mail Stop <<Enter MSIN>>  
Richland, WA 99352

**Buyer's Street Address:**

Attn: TBD  
Central Plateau Cleanup Company  
825 Jadwin Ave Room <<Room Number>>

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Richland, WA 99352

**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 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 (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, TBD

Construction Services Procurement Manager, DJ Wuennecke

Procurement & Supply Chain Manager, John Robinson Manager

**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:

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 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.

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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 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.

### **1.11 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.

### **1.12 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.

### **1.13 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*.

### **1.14 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**