



**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:

<< Enter Company Name >>  
<< Enter Street Address >>  
<< Enter City, State Zip Code >>

Contract Specialist: Heidi Bucheli

Phone Number: 509.376.0511

Contractor Contact: << Enter Name >>

Phone Number: << Enter Phone Number >>

Start Date: Date of Award

Contract Type: Firm Fixed Price (FFP)

Contract Value: \$TBD

End Date: September 30, 2022

FOB Point: << Enter FOB Point >>

Payment Terms: << Enter Payment Terms >>

Central Plateau Cleanup Company (Buyer)

Heidi Bucheli, Contract Specialist

Printed Name, Title

509.376.0511  
Date Signed Phone Number

Contractor Authorized Signature

Printed Name, Title

Date Signed Phone Number

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**PART I – STATEMENT OF WORK**

See Attachment A Part I – Statement of Work, Rev. 0 dated 11/16/2021, that is incorporated into this contract reference and made a part thereof.

**END OF PART I – STATEMENT OF WORK**

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## **PART II – FINANCIAL TERMS**

### **1.0 CONTRACT TYPE**

This Contract is a Firm Fixed Price (FFP) contract.

### **2.0 CONTRACT VALUE**

The value of this Contract is \$TBD

### **3.0 PAYMENT SCHEDULE**

See Attachment X

### **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**

It is mandatory for continued acceptable performance that the Contractor provide monthly, to Buyer's Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the Contract through the current fiscal month closing (closing dates specified on the form). This information shall be provided in writing by email (preferred) or mail by the 15<sup>th</sup> of each month. 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.

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

The Monthly Contract-to-Date Cost Estimate Form is available for downloading at <https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs>. A copy is also available from Buyer on request, or directly from the Contract Specialist.

### **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).
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 To Be Determined.
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

**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.

**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.

### **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-5 - On Site Services**

Revision 1 dated March 16, 2021

#### **3.3 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.

#### **3.4 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**

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**PART IV – SPECIAL TERMS**

**1.0 ADMINISTRATION**

**1.1 Term of Contract**

The term of this Contract shall commence on Date of Award and shall end on September 30, 2022 unless extended by the parties or unless terminated by other provisions of this Contract.

**1.2 Contract Correspondence**

**Buyer’s Mailing Address:**

Attn: Heidi Bucheli  
Central Plateau Cleanup Company  
PO Box 1464 Mail Stop A4-02  
Richland, WA 99352

**Buyer’s Street Address:**

Attn: Heidi Bucheli  
Central Plateau Cleanup Company  
825 Jadwin Ave Room 407  
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, Heidi Bucheli

Services Contracts Manager, Vickie Clem

Procurement and Supply Chain Manager, John Robinson

### **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:

Jay Lavender; Phone: 509.373.5557; e-mail: john\_c\_lavender@rl.gov

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 Key Personnel**

Contractor agrees those individuals determined to be key individuals shall not be reassigned without the written agreement of Buyer. Whenever, for any reason, one or more of these individuals are unavailable for assignment for work under this Contract the Contractor, with the approval of Buyer, shall replace such individual with an individual substantially equal in abilities or qualifications.

The following named individuals have been determined to be key personnel assigned to the performance of this Contract:

To be Determined

## **1.9 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.

## **1.10 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*.

## **1.11 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](#).

## **1.12 Former Buyer Team Employees**

The Contractor is required to identify to Buyer as part of the proposal or in advance of performance when any former employee of the Buyer Team, who left the Team within twelve months of the new award, is proposed to work on a staff-augmentation basis under

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the Contract or Task Order Release. Buyer reserves the right to not contract for the individual(s).

**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**

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