



CONTRACT NO: TBD

TITLE: Conduct of Work Mentor Program 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 A7-05  
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: TBD  
Contract Type: Firm Fixed Price (FFP)  
Contract Value: \$[Category]

End Date: September 30, 2023  
Payment Terms: Net 30 Days

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

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

Heidi Bucheli,  
\_\_\_\_\_  
Printed Name, Title

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

\_\_\_\_\_  
Date Signed      509.376.0511  
Phone Number

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

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**PART I – STATEMENT OF WORK**

Attachment 1, Part I – Statement of Work, Rev. 0 dated July 2022, is incorporated into this contract reference and made a part thereof.

**END OF PART I – STATEMENT OF WORK**

DRAFT

## **PART II – FINANCIAL TERMS**

### **1.0 CONTRACT TYPE**

This Contract is a priced Blanket Master Agreement (BMA) contemplating the use of individual contract releases as Firm Fixed Price Contract Release. Any reference to “contract” in this BMA shall be taken to mean BMA.

### **1.1 Blanket Master Agreement**

1. This Blanket Master Agreement (hereinafter referred to as “Agreement”) is the vehicle to facilitate award of services to be provided by the Contractor. Contractor is not guaranteed work as a result of receiving this Agreement. The Agreement does not contain an estimated contract value. A contractual commitment to perform work for an agreed contract value will be established only by award of a Contract Release. The individual Contract Release will contain the scope of work, the period of performance for the specific scope of work, the pricing type, and the agreed value for Contractor’s performance of the work.
2. Buyer will solicit the Contractor to submit proposals under this Agreement for a variety of services. Performance of work under this Agreement will be authorized by Buyer only by a fully executed Contract Release using the process detailed below. Funding commitments under this Agreement are created solely through issuance and release of Contract Releases for the services specified.
3. Only those individuals named by Buyer under Authorized Personnel are authorized to issue Contract Releases and to make any changes to this Agreement.

### **1.2 Contract Release Process**

The following process shall apply to Contract 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. Contract Releases will, from time to time, be issued by Buyer to the Contractor designating the task to be performed and schedule of performance. Each Contract Release and Contract Release Modification will be numbered, tracked and shall be invoiced separately.
2. Buyer will request a proposal for a Contract Release work scope from the Contractor, who shall respond with a proposal in three (3) working days, unless Buyer grants a longer time period. The Contractor will not be reimbursed for any costs associated with the development of potential Contract Release statements of work, nor will the Contractor be reimbursed for any costs associated with the preparation of Contract Release proposals.
3. The Contractor’s proposal response shall address the Contract Release work scope requirements and shall include the following:
  - a. A detailed narrative description or reference to the applicable Statement of Work the Contractor intends to perform to meet work scope requirements.

- b. A Manpower Utilization Plan that identifies the Contractor's personnel assigned to perform the work and what aspects of the work scope requirements they intend to perform. This plan shall identify the expected effort for each individual identified.
4. A Cost Plan that includes a detailed breakdown of the costs to perform the specified work. The Cost Plan shall include the hours; the fully burdened billing rates; other direct costs (including travel) and the associated material handling and G&A rates; and profit or fee, as specified by Buyer's request for a Contract Release proposal.
5. Buyer will review the Contractor's proposal and may conduct negotiations to resolve differences prior to issuing a Contract Release. If the differences cannot be resolved, Buyer has the unilateral right to obtain the work from another source. Contract Releases will be issued in accordance with the terms of this Agreement.
6. The Contractor shall not begin work on any Contract Release or Contract Release Modification prior to receipt of written authorization to proceed from an appropriate individual specified in the provision of this Agreement entitled, "Authorized Personnel".

### **1.3 Ceiling Price (Contract Releases)**

Each Contract Release will specify a ceiling price. Buyer is not obligated to pay the Contractor any amount in excess of the individual Contract Release ceiling price. Contractor shall not be obligated to continue performance if doing so would exceed the Contract Release ceiling price, unless and until Buyer notifies the Contractor in writing that the Contract Release ceiling price has been increased. Such notice will have specified a revised Contract Release ceiling price that will constitute the new Contract Release ceiling price for performance under the Contract Release.

## **2.0 PAYMENT SCHEDULE**

### **2.1 Payment Schedule**

TBD

## **3.0 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.

## **4.0 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 Contract release until all payments are received and each contract or Contract 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 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](mailto:CPCCA@rl.gov)  
Attn: Accruals  
Central Plateau Cleanup Company  
PO Box 1464 MSIN A4-03  
Richland, WA 99352

## 5.0 INVOICING INSTRUCTIONS

### 5.1 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, Contract 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, Contract 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 Contract 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

**6.0 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.

**7.0 SPECIAL INSTRUCTIONS**

**7.1 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:

1. Services performed by Buyer, at Contractor's request, which are within Contractor's scope of work under the Contract.
2. 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.
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 Contractor-caused delay or equipment failure.

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.

## **7.2 Certified Cost or Pricing Data**

1. Before awarding a contract or issuing a modification to an existing contract expected to exceed Federal Acquisition Regulation (FAR) 14.403-4(a)(1) Certified Cost or Pricing data thresholds, the Contractor shall provide Certified Cost or Pricing data except as outlined in FAR 15.403-1. If an exception does not apply, certified cost or pricing data is required before accomplishing any of the following actions expected to exceed the current threshold or, in the case of an existing contract, the threshold specified in the contract:
  - a. The award of any negotiated contract (except for undefinitized actions such as letter contract).
  - b. The modification of any sealed bid or negotiated contract (whether or not certified cost or pricing data were initially required). Price adjustment amounts consider both increases and decreases when requiring Certified Cost or Pricing Data. This requirement does not apply when unrelated and separately priced changes for which certified cost or pricing data would not otherwise be required are included for administrative convenience in the same modification.
2. The Contractor shall prepare and submit certified cost or pricing data and supporting attachments in accordance with Table 15.2 of FAR 15.408 or in a manner substantially similar.
3. As soon as practicable after agreement on price, but before Contract award, the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
4. If the Contractor intends to issue a subcontract in performance of this requirement and it is expected to exceed applicable thresholds, the subcontractor is also subject to the above requirements.

## **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**

Revision 0 dated January 25, 2021

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

Revision 2 dated January 11, 2022

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

Revision 1 dated May 4, 2022

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 TBD and shall end on September 30, 2023 unless extended by the parties or unless terminated by other provisions of this Contract.

Option Period No. 1: October 01, 2023 through September 30, 2024

Option Period No. 2: October 01, 2024 through September 30, 2025

#### **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.

#### **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: Heidi Bucheli  
Central Plateau Cleanup Company  
PO Box 1464 Mail Stop A7-05  
Richland, WA 99352

##### **Buyer's Street Address:**

Attn: Heidi Bucheli  
Central Plateau Cleanup Company  
2620 Fermi Avenue B149  
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 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

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 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, Heidi Bucheli

Service Contract Manager (Acting), Brandis Wood

Manager Procurement & Supply Chain (Acting), DJ Wuennecke

#### **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.

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 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.

#### **1.11 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.

#### **1.12 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*.

#### **1.13 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**