

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: Ryan McKee

Phone Number: (509) 376-5265

Contractor Contact: << Enter Name >>

Phone Number: << Enter Phone Number >>

Start Date: 10/5/2023

Contract Type: Firm Fixed Unit Price (FFU)

Contract Value: \$TBD

End Date: 7/31/2024

Payment Terms: Net 30

 Central Plateau Cleanup Company (Buyer)

 Contractor Authorized Signature

Ryan McKee, Contract Specialist
 Printed Name, Title

_____, _____
 Printed Name, Title

 Date Signed

(509) 376-5265
 Phone Number

 Date Signed

 Phone Number

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PART I – STATEMENT OF WORK

SEE RFP ATTACHMENT 2 – STATEMENT OF WORK

END OF PART I – STATEMENT OF WORK

PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE

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

2.0 CONTRACT VALUE

2.1 Fully Funded

The value of this Contract is \$TBD

3.0 PAYMENT SCHEDULE

In accordance with the provision of this Contract/Release, Contractor shall be reimbursed for authorized and approved work in accordance with the following:

See RFP Attachment 1

3.1 Pay Item Descriptions

1. **Mobilization:** Measurement and payment will be made on a "Lump Sum" basis for the mobilization to the well location. Payment shall constitute full compensation of mobilization of personnel, material and equipment to the job site and shall include but not be limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with mobilization.
2. **Drilling:** Measurement and payment will be made on a per foot "Unit Rate" basis for each well. Payment shall constitute full compensation of drilling and temporary casing of the borehole and all geologic and sieve grab samples in accordance with the specification and shall include but not be limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with drilling the borehole.
3. **Well Construction:** Measurement and payment will be made on a per foot "Unit Rate" basis for each well. Payment shall constitute full compensation of constructing the well in accordance with the specification and shall include but not be limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with constructing the well.
4. **Water Samples:** Measurement and payment will be made on a per each "Unit Rate" basis for each sample taken. Payment shall constitute full compensation of retrieving the successful sample in accordance with the specification and shall include but not limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with water samples.
5. **Split Spoon Samples:** Measurement and payment will be made on a per each "Unit Rate" basis for each sample taken. Payment shall constitute full compensation of retrieving the successful sample in accordance with the specification and shall include but not limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with split spoon sampling.

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6. **Training:** Measurement and payment will be made on a "Unit Price" basis for the actual hours of non-OSHA training extended by the unit rate for training as defined in the contractors Basic Ordering Agreement (BOA) incurred on the Hanford Site. The contractor is to coordinate approval for training with the CPCCo BTR. The contractor is responsible to provide OSHA training that will be accepted by CPCCo. In the event that CPCCo does not accept Contractors previous OSHA training, the contractor may schedule this training with CPCCo training provider and CPCCo will cover the cost of the class as well as the labor hours of the individual contractor employee. Billable labor for non-OSHA training shall be based on the unit rates set forth in the Contract for the prescribed number of hours designated for the particular training provided and supported by timesheets provided with contractor's invoice. Timesheets shall at a minimum contain the date, hours claimed, class taken, and employee name. Payment shall constitute full compensation for the training and shall include but not be limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with the training.
 7. **Standby:** Measurement and payment will be made on a per hour "Unit Rate" basis for actual hours of stand-by incurred. The contractor shall submit a change request to recover standby hours. Standby hours claimed must be approved within 24 hours of occurrence by the BTR and documented on daily report or a lost time report. Billable Standby time shall be based on the unit rate set forth in the amount of \$ ___ TBD ___ extended by the actual hours as documented by the contractors approved daily logs. Standby time is considered to be time of rig and crew inactivity due to circumstances out of the Contractor's control. This does not include situations considered to be "*Force Majeure*".
 8. **Well Completion:** Measurement and payment will be made on a per well "Unit Rate" basis for each well completed. Payment shall constitute full compensation for completing the well in accordance with the specification and shall include but not be limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with compliant TD to surface completion.
 9. **Clean-up and Demobilization:** Measurement and payment will be made on a "Unit Rate" basis for clean-up and demobilization from the well site. Payment shall constitute full compensation of clean-up and demobilization of personnel, material and equipment from the job site and shall include but not be limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with the clean-up and demobilization.
 10. **Borehole Decommissioning/Abandonment:** Measurement and payment will be made on a per linear foot "Unit Rate" basis for each foot of borehole decommissioned/abandoned. Payment shall constitute full compensation for decommissioning/abandonment of the borehole with bentonite pellets (unless directed otherwise) in accordance with the statement of work and shall include but

not be limited to: labor, materials, equipment, management, taxes, overhead and profits and all costs associated with compliant decommissioning/abandonment. Billable Borehole Decommissioning/Abandonment shall be based on the unit rate set forth in the amount of \$__TBD__ per foot extended by the actual footage as documented by the contractors approved daily logs.

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 cost incurred (invoiced plus cost incurred for the current fiscal month) 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 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: Email: CPCCA@rl.gov
Attn: Accruals
Central Plateau Cleanup Company
PO Box 1464 MSIN H7-32
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.

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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 billing period (beginning date and end date)
 - g. 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. 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.

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 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 – RFP 367661.

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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

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:

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.

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 (Rev. 0, 1/25/2021)

3.2 Special Provisions, SP-4 - Construction Contracts (Rev 2, 4/14/2021)

Applicable Wage Determination No. WD WA20230002 (1/6/2023) – Building, Heavy, and Highway, is incorporated by reference.

Modifications/Clarifications to SP-4:

4.0 Bonds: Payment and performance bonds are required if the contract value exceeds \$150,000.00.

11.0 Performance of Work by the Contractor: “12 percent” is changed to “40 percent.”

3.3 Special Provisions, SP-5 - On Site Services (Rev 2, 1/11/2022)

3.4 Special Provisions, SP-16 - Representations and Certifications (Rev 1, 5/4/2022)

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/>.

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 10/5/2023 and shall end on 7/31/2024 unless extended by the parties or unless terminated by other provisions of this Contract.

1.2 Contract Correspondence

Buyer's Mailing Address:

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

Buyer's Street Address:

Attn: Ryan McKee
Central Plateau Cleanup Company
2620 Fermi Avenue Room B133
Richland, WA 99354

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 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.

1.4 Authorized Personnel

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

Contract Specialist, Ryan McKee
Procurement Manager, Max Bennett
Manager of Procurement & Supply Chain, Leasa Hetzer

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:

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.

1.8 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.

1.9 Proprietary Data Submittals

If Contractor submits any data as part of their Contract, which is considered by the Contractor to be “Proprietary Data,” the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included in considered to be proprietary.

1.10 Document Transmittals

The Contractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Contract. The transmittal shall contain:

1. A unique identification number,
2. A brief identification of the document(s) including revisions,
3. The date of the transmittal,
4. Purpose of the transmittal, including required action (if any),
5. Signature of supplier representative, and
6. Means or provisions for receipt acknowledgement by Buyer.

1.11 Requests for Clarification or Information

Where necessary, the Contractor 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 Contractor, 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 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.

1.13 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.

1.14 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*.

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