

**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

**Subcontractor:**

TBD  
 TBD  
 TBD

Contract Specialist: Joey Peschong  
 Phone Number: 509 376-6483

Subcontractor Contact: TBD  
 Phone Number: TBD

Start Date: 11/20/2025  
 Contract Type: Firm Fixed Unit Price (FFU)  
 Contract Value: \$TBD

End Date: 09/30/2027  
 Payment Terms: Net 30

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

\_\_\_\_\_  
 Subcontractor Authorized Signature

Joey Peschong, Contract Specialist  
 Printed Name, Title

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

\_\_\_\_\_  
 Date Signed      509 376-6483  
 Phone Number

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

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**PART I – STATEMENT OF WORK**

Attachment 1 – Statement of Work titled, T-Plant Electrical Upgrades 06/18/2025

**END OF PART I – STATEMENT OF WORK**

## **PART II – FINANCIAL TERMS**

### **1.0 SUBCONTRACT TYPE**

This Contract is a Firm Fixed Unit Price (FFU) Hybrid Contract type with Lump Sum, fixed price components and Labor Hour Components.

### **2.0 SUBCONTRACT VALUE**

#### **2.1 Fully Funded**

The value of this Subcontract is \$TBD

### **3.0 PAYMENT SCHEDULE**

#### **3.1 Milestone Payment Schedule – Fixed Price Line Items**

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

1. Buyer may reduce or suspend milestone payments, deduct the amount of milestone payments previously paid from any amounts owing to Subcontractor, or take a combination of these actions after any of the following conditions occurs:
  - a. the Subcontractor failed to comply with any material requirement of this Contract;
  - b. performance of this Contract is endangered by the Subcontractor's failure to make progress or unsatisfactory financial condition;
  - c. the Subcontractor 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. Subcontractor fails to satisfactorily remedy such condition.
2. Subcontractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by Buyer to determine that a milestone event has been successfully completed. Subcontractor shall provide Buyer reasonable opportunity to examine and verify the Subcontractor's records and to examine and verify the Subcontractor's performance. Buyer may decline one or more milestone payment requests any time the Subcontractor's records or controls are determined by Buyer to be inadequate for support of the request.
3. Buyers's rights and remedies under this clause are not exclusive; rather, they are in addition to any other rights and remedies provided by law or this Subcontract.



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 Subcontractor 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 Subcontractor verifying its Subcontractor payments are current.

### **6.3 Contracts for Labor Hour Components**

1. Unless otherwise authorized in the Contract, Labor Hour portions of the contract 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, and charges shall be specifically defined in the Contract based on the Contract type to be allowable for reimbursement.
5. Training costs on fixed priced contracts must be invoiced for the lump sum amount/CLIN without backup documentation. Training costs on flexibly priced contracts that are invoiced intermittently must have employee names, Hanford ID and date of training. If the training certificate is available, then it should be included with the invoice supporting documentation.
6. The Labor Classification/Job Category must be listed with the respective billing rate.

### **6.4 Submittal**

1. Invoices and supporting documentation may be submitted electronically in Adobe® PDF. The subcontract number and invoice number must be in the file name.
2. Submit invoices electronically via e-mail to Buyer's Accounts Payable at [CPCCAP@rl.gov](mailto:CPCCAP@rl.gov) and
  - a. The Subcontractor's name, invoice number, and the Subcontract 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: Subcontractor 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 H7-32

Richland, WA 99352

## **7.0 FINAL RELEASE AND CLOSEOUT**

Subcontractor, 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 Subcontractor for costs incurred by Buyer that are caused by the Subcontractor or Subcontractor's Subcontractors in accordance with this Subcontract 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 Subcontractor's request, which are within Subcontractor's scope of work under the Contract.
2. Costs sustained by Buyer as a result of Subcontractor's non-compliance with the provisions of this Contract or Subcontractor'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 Subcontractor-caused delay or equipment failure.

At Buyer's sole discretion and if circumstance allow, Subcontractor 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 Subcontractor fails to take satisfactory action, Subcontractor's option to mitigate shall be withdrawn and Buyer will take appropriate action to cure the problem and back charge Subcontractor.

### **8.2 On-Site Hours Reporting and Record Keeping**

The Subcontractor shall submit each month a report of labor hours worked on site using the electronic Labor Hour Submittal Form, to document all hours worked on site by Subcontractor personnel (including subcontractor personnel, if applicable) during the previous month in support of Buyer-supervised work activities. This monthly report of labor hours worked on site is due by the date indicated within the Labor Hour Submittal Form for each contract or task order release.

### **8.3 Certified Cost or Pricing Data**

1. Before awarding a subcontract or issuing a modification to an existing subcontract expected to exceed Federal Acquisition Regulation (FAR) Part 15.403-4(a)(1) Certified Cost or Pricing data thresholds, the Subcontractor 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 subcontract:

- a. The award of any negotiated contract (except for undefinitized actions such as letter contract).
  - b. The modification of any sealed bid or negotiated subcontract (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 Subcontractor 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 subcontract award, the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
  4. If the Subcontractor 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. Subcontractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents.

- Attachment 1 – Statement of Work

### **2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS**

Subcontractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Subcontract provisions, terms, forms, attachments, specifications and other documents that this Subcontract incorporates by reference or attachment. Buyer hereby objects to any provisions inserted into this Subcontract that are different from or in addition to those set forth by Buyer in the Subcontract.

### **3.0 CONTRACT PROVISIONS**

Unless specifically replaced or revised in the body of this Subcontract, the clauses and referenced laws, rules and regulations in the General Provisions and Special Provisions applicable for this type of subcontract shall have the same force and effect as if written into the body of the Subcontract.

Subcontractor 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 1 dated January 28, 2025

#### **3.2 Special Provisions 4 - Construction Contracts**

Revision 3 dated January 16, 2024

#### **3.3 Special Provisions 5 - On Site Services**

Revision 3 dated January 23, 2025

#### **3.4 Subcontracting Plan**

The subcontracting plan submitted by the Subcontractor and accepted by Buyer is hereby incorporated into this Contract. Subcontractor 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.

**3.5 Special Provisions 12 - Government Property**

Revision 0 dated January 25, 2021

**3.6 Special Provisions 13 - General Transportation Instructions**

Revision 0 dated January 25, 2021

**3.7 Special Provisions 14 - Hazardous Waste Transportation and Disposal**

Revision 0 dated January 25, 2021

**3.8 Special Provisions 16 - Representations and Certifications**

Revision 5 dated January 23, 2024

Representations and Certifications made by the Subcontractor 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. Subcontractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change or otherwise affect said Representations and Certifications.

**3.9 Special Provisions 19 - Labor Hours (LH)/Time and Materials (T&M) Contracts**

Revision 2 dated January 16, 2024

**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 11/20/2025 and shall end on 09/30/2027 unless extended by the parties or unless terminated by other provisions of this Subcontract.

#### **1.2 Contract Correspondence**

##### **Buyer's Mailing Address:**

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

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

Attn: Joey Peschong  
Central Plateau Cleanup Company  
2620 Fermi Avenue Room B106  
Richland, WA 99354

#### **1.3 Abnormal or Unusual Situations**

In the event that there is an abnormal or unusual situation associated with this Subcontract work scope, the Subcontractor is to immediately contact the designated Contract Specialist or designated Buyer's Technical Representative (BTR). If the Subcontractor is unable to contact either the Contract Specialist or the BTR, the Subcontractor 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: Subcontract 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 Subcontractor is advised to suspend activities, the Subcontractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Subcontractor 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 Subcontract individuals are authorized to make changes to this document:

- Contract Specialist, Joey Peschong
- Manager, Tina Ridge

**1.5 Subcontractor – Buyer Interface**

Buyer and the Subcontractor 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 Subcontract is:

- **Jeremy Dubois, (509) 376-3735, [Jeremy\\_S\\_Dubois@rl.gov](mailto:Jeremy_S_Dubois@rl.gov)**

The BTR is responsible for monitoring and providing technical guidance for this Subcontract and shall be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate oversight of Subcontractor’s personnel while on site and the interface between Subcontractor and other Buyer organizations supporting Subcontract performance.

Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this Subcontract. The BTR may not direct work or authorize any change outside of the written Contract and Subcontract provisions.

The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract Subcontractor shall promptly notify the Contract Specialist in writing. No action outside the scope of the Subcontract shall be taken until the Contract Specialist makes a determination and/or modifies the Subcontract.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon Buyer unless formalized by proper Subcontract documents executed by the Contract Specialist.

**1.8 Key Personnel**

Subcontractor 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 Subcontract, the Subcontractor with the approval of Buyer shall replace such individual with an individual substantially equal in abilities or qualifications. Subcontract will be assessed consideration in the amount of \$XX,XXX.XX if excessive changes to key personnel are made (define how many) or if the subcontractor fails to replace key personnel with equivalent person approved by Buyer.

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

- TBD

### **1.9 Subcontractor Submittals**

The Subcontractor submittals identified herein on the SOW Attachment 1, Submittal Register, shall be submitted by the Subcontractor using the Subcontractor 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 Subcontractor 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 Subcontractor with a request for resubmission (i.e., marked as: “B” and “Resubmit – Yes” or “C Revise and Resubmit”), the Subcontractor shall resubmit all corrected documents within the time specified on the resubmission notice or if no time is specified therein within 10 working days from the disposition date. New submittals shall require the Subcontractor to contact Buyer if additional Submittal Numbers are required.

Changes to a Subcontractor’s deliverables that have not been accepted by Buyer as complete shall be re-submitted using the CDSF form and in accordance with a Subcontractor’s Buyer-approved Quality Assurance and/or Engineering Program.

### **1.10 Proprietary Data Submittals**

If Subcontractor submits any data as part of their Subcontract that is considered by the Subcontractor to be “Proprietary Data” for either the document transmitting the data or the document containing the data, the items shall be boldly marked indicating that the data included in considered to be proprietary.

### **1.11 Document Transmittals**

The Subcontractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Subcontract. 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.

### **1.12 Engineering Drawing Standards**

All engineering drawing deliverables required in this contract shall be submitted in AutoCAD® and comply with the requirements of the current revision of CPCC-STD-EN-40279, Engineering Drawing Standards.

### **1.13 Requests for Clarification or Information**

Where necessary, the Subcontractor 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 Subcontractor, 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.

### **1.14 Contract Change Request**

The Subcontractor shall submit formal requests for changes to the scope, schedule or cost of this Subcontract using the Contract Change Identification Form (Change Form). The appropriate portions of the Change Form shall be completed by the Subcontractor. 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.

### **1.15 Work Schedules and Holiday**

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, Subcontractor 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 Subcontractor shall make specific schedule arrangements with Buyer, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, and other interfaces as appropriate.

Buyer will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Subcontractor's failure to plan for and obtain specific schedule concurrence in advance.

### **1.16 Foreign National Notification and Approval**

The Subcontractor, 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 Subcontractor-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, Subcontractor 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*.

**1.17 Wage Determination Requirements – WA20250002, Dated February 14, 2025**

This Contract is subject to Wage Determination (formerly known as the Davis Bacon). In accordance with the Wage Determination WA20250002, Dated February 14, 2025 the Subcontractor shall pay Craft Labor employees, employed in the performance of this Subcontract, no less than the minimum wage and furnish fringe benefits specified by the listed Wage Determination. Wage Determination specifically for this Subcontractor is located at <https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs>.

**2.0 DEFINITIONS**

There are no special assumptions applicable to this Subcontract

**3.0 ASSUMPTIONS**

There are no special assumptions applicable to this Subcontract.

**END OF PART IV – SPECIAL TERMS**

**END OF CONTRACT**