

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:

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

Contract Specialist: Ginny Jacobsen
 Phone Number: 509-376-7955

Subcontractor Contact: << Enter Name >>
 Phone Number: << Enter Phone Number >>

Start Date: 7/1/2026
 Contract Type: Indefinite Delivery/Indefinite
 Quantity

End Date: 9/30/2027
 Payment Terms: Net 30

Contract Value: Minimum \$1,000.00
 Maximum \$TBD

 Central Plateau Cleanup Company (Buyer)

 Subcontractor Authorized Signature

Ginny Jacobsen, Contract Specialist _____
 Printed Name, Title

_____, _____
 Printed Name, Title

 Date Signed 509-376-7955
 Phone Number

 Date Signed _____
 Phone Number

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PART I – STATEMENT OF WORK

Attachment 1 – Statement of Work titled, Conduct of Operations Mentor Support, Revision 0 dated May 18, 2026.

END OF PART I – STATEMENT OF WORK

PART II – FINANCIAL TERMS

1.0 SUBCONTRACT TYPE

This Subcontract is an Indefinite Delivery Indefinite Quantity (IDIQ) Subcontract under which Labor Hour (LHC) Task Orders will be issued.

2.0 SUBCONTRACT VALUE

2.1 Contract Minimum Value and Maximum Value of Services

This IDIQ Subcontract (hereinafter referred to as IDIQ) is for the services specified in the Statement of Work (reference PART I – Statement of Work). Contractor performance of work within the general Statement of Work requirements of this IDIQ shall be authorized by written Task Orders issued by the Buyer in accordance with the Task Order Process, (PART II, Section 2.2).

Buyer shall order and Contractor shall deliver a minimum of \$1,000.00 in services under this IDIQ,

Buyer may order a maximum of \$TBD in services under this IDIQ.

Buyer has no liability beyond the value equal to the not to exceed value of the combined Task Orders.

2.2 Indefinite-Delivery/Indefinite-Quantity (IDIQ) Subcontract

1. This is an IDIQ Subcontract for the supplies or services specified, and effective for the period stated, in the subcontract. The quantities of supplies and services specified in the subcontract are estimates only and are not purchased by this subcontract.
2. Delivery or performance shall be made only as authorized by task order releases issued in accordance with the Task Order Release process below. The Subcontractor shall furnish to the Buyer, when and if ordered, the supplies or services specified in the subcontract up to and including the quantity designated in the subcontract as the maximum. The Buyer shall order at least the quantity of supplies or services designated in the subcontract as the minimum amount.
3. There is no limit on the number of task order releases that may be issued. The Buyer may issue Task Order Releases requiring delivery to multiple performance locations.
4. Any order issued during the effective period of this subcontract and not completed within that period shall be completed by the Subcontractor within the time specified in the Task Order Release. This subcontract shall govern the Subcontractor's and Buyer's rights and obligations with respect to that order to the same extent as if the order were completed during this subcontract's effective period provided that the Subcontractor shall not be required to make any deliveries under this subcontract after the end date.
5. Only those individuals named by Buyer under Authorized Personnel are authorized to issue Task Order Releases and to make any changes to this subcontract.

6. Labor Hour Task Order Releases with defined deliverables or completions is the pricing arrangements for Task Orders Releases issued under this subcontract. All pricing arrangements shall be in accordance with the Rate Schedule, current revision, for this subcontract.

2.3 Task Order Release Process

The following process shall apply to Task Order Releases issued by Buyer under this Agreement/Subcontract. Performance of work within general scope will be authorized by written direction issued in accordance with the process described herein.

1. Task Order Releases will, from time to time, be issued by Buyer to the Subcontractor designating the task to be performed and schedule of performance. Each Task Order Release and Task Order Release Modification will be numbered, tracked and shall be invoiced separately.
2. Buyer will request a proposal for a Task Order Release work scope from the Subcontractor, who shall respond with a proposal in three (3) working days, unless Buyer grants a longer time period. The Subcontractor will not be reimbursed for any costs associated with the development of potential Task Order Release statements of work, nor will the Subcontractor be reimbursed for any costs associated with the preparation of Task Order Release proposals.
3. The Subcontractor's proposal response shall address the Task Order Release work scope requirements and shall include the following:
 - a. A detailed narrative description or reference to the applicable Statement of Work the Subcontractor intends to perform to meet work scope requirements.
 - b. A Manpower Utilization Plan that identifies the Subcontractor'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, travel costs; and provide the associated material handling fee, G&A rates, and profit/fee, as specified by Buyer's request for a Task Order Release proposal.
5. Buyer will review the Subcontractor's proposal and may conduct negotiations to resolve differences prior to issuing a Task Order Release. If the differences cannot be resolved, Buyer has the unilateral right to obtain the work from another source. Task Order Releases will be issued in accordance with the terms of this Agreement.
6. The Subcontractor shall not begin work on any Task Order Release or Task Order Release Modification prior to receipt of written authorization to proceed from an appropriate individual specified in the provision of this Agreement Section titled, Authorized Personnel.

2.4 Ceiling Price (Task Order Releases)

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

3.0 PAYMENT SCHEDULE

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

To Be Determined

LABOR

<u>Name/Classification</u>	<u>Hourly Rate</u>
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The primary technical contributors for this Subcontract/Release when identified above shall not be reassigned during the period of performance of this Contract/Release without prior approval of the Contract Specialist and Buyer’s Technical Representative (BTR).

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 Subcontractor 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 Subcontract 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 subcontract 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 Subcontractor 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.

6.2 General Requirements

1. Each Subcontract, 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 be provided in accordance with the Federal Acquisition Regulation (FAR) Part 32.905.
3. Remittance will only be made to the remittance address on file for the Subcontractor. 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 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 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.
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 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.

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, Revision 0 dated May 18, 2026

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 3 dated January 28, 2025

3.2 Special Provisions 5 - On Site Services

Revision 5 dated January 23, 2025

3.3 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.

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 7/1/2026 and shall end on 9/30/2027 unless extended by the parties or unless terminated by other provisions of this Subcontract.

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 30-day written notice to the Subcontractor prior to expiration of the Subcontractor'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 Subcontractor prior to the most current Contract end date. Lacking written notice by Buyer, the option(s) will expire with the Contract.

- Option Year 1 – 10/01/2027 through 09/30/2028
- Option Year 2 – 10/01/2028 through 09/30/2029

1.4 Contract Correspondence

Buyer's Mailing Address:

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

Buyer's Street Address:

Attn: Ginny Jacobsen
Central Plateau Cleanup Company
2620 Fermi Avenue Room B147
Richland, WA 99354

1.5 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.

1.6 Authorized Personnel

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

- Contract Specialist, Ginny Jacobsen
- Manager, Rayna Moe

1.7 Subcontractor – Buyer Interface

Buyer and the Subcontractor 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 Subcontract is:

- TBD

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.

1.10 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 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, 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 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.

1.13 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.

1.14 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 142.3B Chg 1 \(LtdChg\)](#), *Unclassified Foreign National Access 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*.

2.0 DEFINITIONS

There are no special definitions 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