



July 17, 2012

2DB00-RMS-12-19

Dear Potential Offerors:

**SOLICITATION NUMBER 246548 “SUBSURFACE INVESTIGATION SCANS, LAND SURVEYING AND DOME LOAD SURVEY SUPPORT”**

Washington River Protection Solutions, LLC (WRPS) requests proposals for Subsurface Investigation Scans, Land Surveying, and Dome Load Survey Support. The requested work is in support of WRPS’s Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

Information regarding the submission of a proposal is contained in the attached Solicitation.

The proposal is due by 4:00 p.m. on August 2, 2012 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Robin M. Steen,  
Procurement Specialist

Attachment

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## **PART A – SOLICITATION**

### **1.0 Introduction**

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Fixed Unit Rate type of subcontract to provide Scanning, Surveying, and support. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

### **1.1 Buyer Not Obligated – Irregularities and Notifications**

WRPS is not obligated to pay any costs incurred in the preparation and submission of Offeror's proposal, nor required to enter into a subcontract or any other arrangement with Offeror.

### **1.2 Solicitation Amendments**

The Procurement Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Procurement Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. **YOUR FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF YOUR OFFER.**

### **2.0 Proposal Submittal – eSourcing Event (by rank)**

This Solicitation requires all Offerors submitting proposals to access the Supply Chain Management Center (SCMC) E-Sourcing Tool. The E-Sourcing Tool is being implemented at WRPS and is designed to efficiently collect information in a central location. It also provides the Offeror a short timeframe to revise pricing information prior to final acceptance by WRPS.

Upon notification of intent to propose (see Section 2.4), WRPS will provide the Offeror an email notification with a link to the SCMC E-Sourcing event including access instructions. Offerors will be afforded the opportunity to preview the application and place pricing information prior to the commencement of an event. This preview phase is called the pre-bid period. At the conclusion of the pre-bid period, the E-Sourcing event

will commence and the Offeror should review their submitted price to ensure it is compliant with requirements. Events typically last for 15 to 30 minutes. The E-Sourcing Tool will designate a ranking of the Offeror's price when compared against the lowest price received. During this time, the Offeror may revise (decrement) their pricing downward. If the Offeror's price is revised to the lowest received price within the last two minutes of an event, the event will automatically extend for two minutes to allow other Offerors to consider further adjustments to their pricing. The tool will not disclose the Offeror's proposed price to other Offerors nor will it disclose the lowest proposed price. A ranking is all that is provided.

This solicitation and resultant award is considered a negotiated procurement. Submitting the lowest priced proposal does not guarantee award. WRPS must complete a full technical evaluation prior to making an award determination.

WRPS reserves the right to conduct negotiations prior to award or to award a Subcontract based upon initial offers and without further discussions.

In the unlikely event of a discrepancy among any of the Offeror's documents or information submitted through the eSourcing website, the information received and confirmed by WRPS shall govern.

Within two hours of the completion of the event, the Offeror shall submit their electronic proposal in-full via e-mail (see Section 2.2 below for email address). The Offeror shall identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

## **2.1 Deadline**

The proposal is due by 4:00 p.m. on August 2, 2012.

## **2.2 Identification and Delivery**

Address a proposal sent via email to:

Response to Solicitation No. 246548  
Robin\_M\_Steen@rl.gov

### **Procurement Specialist Contact Information:**

Name: Robin Steen  
Washington River Protection Solutions, LLC  
Phone Number: (509) 376-5577  
Fax Number: (509) 373-2551  
Email Address: Robin\_M\_Steen@rl.gov

### **2.3 Withdrawal**

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

### **2.4 Notification of Intent to Propose**

WRPS requests that each prospective Offeror notify the procurement specialist by email no later than July 23, 2012 whether the Offeror intends to submit a proposal in response to this Solicitation. Failure to submit an Intent to Propose notification at the designated location by the specified date and time may result in the rejection of the Offeror's proposals. The Offeror may transmit the notification to the Procurement Specialist via e-mail.

### **2.5 Questions/Comments Regarding the Solicitation**

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than July 23, 2012. The Offeror shall transmit questions and comments via fax or e-mail per Section 2.2 above. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

### **3.0 Basis for Award**

Award shall be made to the Offeror submitting the lowest evaluated price among offers that meets all requirements of the solicitation. This solicitation provides the basis for WRPS's evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a subcontract based upon initial offers and without further discussions with Offerors. Offeror should provide their best price and technical offers initially.

There will be no public opening of proposals. Offerors will be advised when source selection has been made.

### **3.1 Qualification Standards**

Offerors who do not possess the minimum qualifications and resources necessary to perform the proposed work are not encouraged to incur proposal and other expenses involved in competitive submissions. The following Qualification Standards must be met in their entirety for an Offeror to be considered for award.

#### **3.1.1 Standard No. 1**

The Offeror or teaming subcontractor must have demonstrated experience in performing subsurface investigations and surveying experience in and around radiological or other hazardous environments.

**3.1.2 Standard No. 2**

The Offeror shall have a licensed Professional Land Surveyor or Licensed Professional Engineer on staff in a local office and licensed in Washington State available to review deliverables for accuracy and clarity.

**3.1.3 Standard No. 3**

The Offeror shall have and maintain an office within the local vicinity of the Hanford site. Local vicinity is defined as Benton, Franklin and Yakima counties in the State of Washington.

**3.1.4 Standard No. 4**

The Offeror shall have access to the necessary resources including equipment to provide full support within two (2) days notice.

**3.1.5 Standard No. 5**

The Offeror shall have a documented or implemented Quality Assurance Program which is consistent with the applicable American Society of Mechanical Engineers, NQA-1 requirements as described in the Statement of Work.

**3.2 Price Evaluation**

WRPS will award a subcontract to the responsible offeror whose proposal is the lowest price, technically acceptable offer; price and other factors considered. Proposals will be screened using the pass/fail evaluation factors identified in Section 3.1 above and 4.1 below. WRPS reserves the right to withhold award to any company whose past performance has been determined to be less than acceptable.

In consideration of the mission of WRPS to encourage and expand the use of small woman owned, small disadvantaged, service disabled veteran owned, and HUBZone businesses, this solicitation shall show preference for businesses meeting one, some, or all of the criteria. As such, WRPS, for proposal evaluation purposed only, will discount the pricing of all proposals from businesses that are considered small woman owned, small disadvantaged, service disabled veteran owned, and HUBZone businesses. WRPS will calculate the price differential adjustments to prices offered in the following manner:

- Five percent (5%) of the offered price if the offer is from a small business concern.
- Five percent (5%) of the offered price if the offer is from a HUBZone, small disadvantaged business, or a service disabled veteran owned business concern.

The maximum pricing adjustment will be ten percent (10%). For example, an Offeror who is considered both a HUBZone and service disabled veteran owned business will only receive the maximum pricing adjustment of 10%.

To be considered a small business the Subcontractor must meet the criteria for small businesses established in the North American Industrial Classification System (NAICS). Please see Section 5.3 for the NAICS classification for this Solicitation.

### **3.3 Evaluation of Options**

Except when it is determined not to be in WRPS's best interests, WRPS will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate WRPS to exercise the options(s).

WRPS may reject an offer as nonresponsive if it is materially unbalanced when it is based on prices significantly less for some work and prices which are significantly overstated for other work.

### **4.0 Proposal Instructions**

The information described in this section is required to be submitted within two hours of the completion of the eSourcing Event described in Section 2.0 above. Electronic proposal submittals are required.

#### **4.1 General Proposal Requirements**

Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal and the Business and Price Proposal.

##### **4.1.1 Volume I – Technical Proposal**

In order that the proposal be evaluated strictly on the merit of the technical and management material submitted, no contractual cost or pricing information shall be included in this volume of the proposal.

The Offeror's proposal shall address the experience, knowledge, and capabilities of its proposed team such that the Offeror's ability to successfully accomplish the requirements of the solicitation is clearly demonstrated. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

###### **4.1.1.1 Technical Comprehension**

The Offeror must discuss the proposed technical approach in sufficient detail to allow assessment of the Offeror's understanding of the requirements and objectives of the scope. Offeror shall explain how they plan to execute subsurface investigations and

surveys including a sample work plan. Explain how your firm will be able to support emergent work requests.

#### **4.1.1.2 Company/Personnel Experience**

The Offeror shall discuss its prior record in performing services similar in size, content, and complexity as those work activities described in the Statement of Work that demonstrates the experience described in Section 3.1.1 above. The Offeror should specifically address the Project Team and the roles the proposed key personnel played in the successful execution of those projects. This section is to include resumes of all proposed Key Personnel.

#### **4.1.1.3 Staffing Resources**

The Offeror shall provide discussion on the relative availability and the amount of time required for the Offeror to mobilize qualified resources. WRPS is particularly interested in the level of each Offeror's available staff and the anticipated turn-around time required for support personnel to be available for work assignments.

#### **4.1.1.4 Sample Documents**

The Offeror shall identify the format that deliverables will be submitted. Demonstrate experience with approved practice and marking utilities in accordance with American Public Works Association coding. As part of the demonstration Offeror shall provide samples of the following:

- 1) results of a recent ground scan performed
- 2) a survey recently completed

#### **4.1.1.5 Equipment**

Offeror shall submit a description of the type of equipment they will be using to perform work in the Statement of Work. The description must also provide explanation of how the equipment will meet the accuracy required in support of the scope. The Offeror shall provide a listing all of the Offeror's equipment to be utilized to accomplish the work. As part of this submittal, the Offeror shall identify any special handling, maintenance or operational requirements (off-loading, storage, electrical power, etc) that must be provided by WRPS. The Offeror shall also provide a replacement cost for the proposed equipment.

The Offeror shall confirm in this section that all proposed equipment meets the requirements as set forth in this Solicitation including, but not limited to, adherence to Suspect/Counterfeit Items and electrical safety requirements.

#### **4.1.1.6 Personnel Training**

Offeror shall discuss its training program which allows continual development and enhancement of skills for staff performing work. Offeror shall provide its training plan and discuss its proposed method for maintaining trained personnel in accordance with the WRPS training profile needed for unescorted entrance into the Tank Farms. The following is a list of training that will be required for unescorted tank farm entry (in addition to HGET).

- Tank Farms Environmental Management System (EMS) Overview
- Radiological Worker II
- 24-Hour Hazardous Waste TSD Worker
- 1-Day Supervised Field Experience
- TOC Waste Handling, Segregation and Packaging
- Tank Farm Facility Orientation and FEHIC – CBT
- Chemical Hazard Awareness Training with *applicable Respiratory training*

#### **4.1.1.7 Local Office**

Offeror shall provide description of local office and its location relative to Hanford.

#### **4.1.1.8 Professional Land Surveyor or Licensed Professional Engineer Certificate**

Offeror shall provide evidence that a licensed Professional Land Surveyor or Licensed Professional Engineer is available on staff in a local office and licensed in Washington State. Include a copy of applicable certificate(s).

#### **4.1.2 Volume II – Quality Assurance Program Manual**

The Offeror shall submit one uncontrolled copy of their Quality Assurance (QA) program. The Offeror shall address how the Offeror's QA Program meets the requirements included in the SOW. If the Offeror's manual has been previously approved by WRPS, the manual shall be updated to make it current and resubmitted to WRPS with the proposal. If the manual has not changed since its previous approval by WRPS, a statement to this effect shall be submitted with the proposal.

#### **4.1.3 Volume III – Business and Price Proposal**

This volume shall contain the following documents as required in Sections 4.1.3.1, 4.1.3.2, 4.1.3.4, and 4.1.3.5.

Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

This work is subject to the requirements of the Service Contract Act (SCA). A link to the current Department of Labor Wage Rate Determination is included within the Model Subcontract (Part C of this Solicitation). The SCA wage rate determination will be incorporated into any resultant subcontract.

#### **4.1.3.1 Price Proposal**

WRPS anticipates an estimated expenditure of \$200,000 for Government Fiscal Year (GFY) 2013 support work. It is expected that this level of effort will remain constant throughout the term of the subcontract including the option periods.

The Offeror shall provide fixed unit rates as designated in the Price Proposals (Compensation Schedule) for the base year, government fiscal years 2014, 2015, 2016 and 2017.

Pricing of the Option years will be included in the pricing evaluation. The attached price proposal (compensation schedule) shall be completed in its entirety.

#### **Subsurface Investigation/Ground Scan/Survey Rates:**

WRPS anticipates an estimated expenditure of 1820 hours per year for FY13 support work. Offerors should assume that standard work will be performed 90% of the time and 10% will be Emergent/Off-Shift Work.

**Regular Work Rate** – Offeror shall submit a fixed unit hourly rate to perform the subsurface scan and survey scope in the Statement of Work. This hourly rate shall be used as the basis for WRPS to establish a ceiling price for each task. Fixed unit rates shall be inclusive of all field and administrative labor in performance of this scope, all applicable overhead(s), travel and or per-diem, taxes including Washington State Business and Occupational (B&O) taxes, equipment and materials such as stakes, paints, markers, tools, etc, and profit.

When work is requested by WRPS, WRPS shall price the work by estimating the level of effort in hours and multiplying it by the fixed-unit rate(s) to arrive at price for the work.

**Emergent and/or Off Shift Work Rate** – In the event the Subcontractor is requested to provide services for emergent work within four hours of notification and/or if work is required to be performed outside a normal Hanford work schedule, Offeror may propose to be compensated at a different rate than the standard subcontract fixed unit rate. In the event an Offeror requires a different rate, the Offeror shall indicate their proposed “Emergent/Off-Shift Work Rate” in the space provided on the compensation schedule. In the event no rate is proposed, WRPS will use the standard subcontract rate for proposal evaluation purposes and assume the standard rate will be used for all work performed under the resultant subcontract.

**Dome Load Survey Rate:**

WRPS anticipates an estimated expenditure of 150 hours per year for support work.

Offeror shall submit a fixed unit hourly rate to perform the dome load scope in the Statement of Work. This hourly rate shall be used as the basis for WRPS to establish a ceiling price for each task. Fixed unit rates shall be inclusive of all field and administrative labor in performance of this scope, all applicable overhead(s), travel and or per-diem, taxes including Washington State Business and Occupational (B&O) taxes, equipment and materials such as stakes, paints, markers, tools, etc, and profit.

When work is requested by WRPS, WRPS shall price the work by estimating the level of effort in hours and multiplying it by the fixed-unit rate(s) to arrive at price for the work.

**Civil Survey Rate:**

WRPS anticipates an estimated expenditure of 100 hours per year for support work.

Offeror shall submit a fixed unit hourly rate to perform the subsurface scan and survey scope in the Statement of Work. This hourly rate shall be used as the basis for WRPS to establish a ceiling price for each task. Fixed unit rates shall be inclusive of all field and administrative labor in performance of this scope, all applicable overhead(s), travel and or per-diem, taxes including Washington State Business and Occupational (B&O) taxes, equipment and materials such as stakes, paints, markers, tools, etc, and profit.

When work is requested by WRPS, WRPS shall price the work by estimating the level of effort in hours and multiplying it by the fixed-unit rate(s) to arrive at price for the work.

**4.1.3.2 Representations and Certifications**

WRPS requires the electronic submission of the Representations and Certifications through its [vendor registration web site](#). To start the submission, the Offeror will need to be registered with WRPS and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at [WRPS\\_Procurement@rl.gov](mailto:WRPS_Procurement@rl.gov)

For this solicitation, an Offeror is required to have an electronic Representations and Certifications on file with WRPS for the North American Standard Coding System (NAICS) code identified in the paragraph entitled “North American Industry Classification System (NAICS) Code and Size” below. The certification for this specific NAICS code will be valid for twelve (12) months from its submission unless your firm’s business conditions change and an updated Representations and Certification submission is then required to be submitted electronically.

#### **4.1.3.3 Small Business Subcontracting Plan**

Include a Small Business Subcontracting Plan with the proposal if the proposed amount is more than \$650,000 and Offeror is not considered a small business per the size standard shown in the Representations and Certifications. The Plan should contain the information specified and be in the format described in the Federal Acquisition Regulation (FAR Clause 52.219-9, Small Business Subcontracting Plan).

#### **4.1.3.4 Workplace Substance Abuse Program**

This work requires the Subcontractor participate in a Workplace Substance Abuse Program. The Offeror shall submit their Workplace Substance Abuse Program (WSAP) that addresses the requirements of On-Site Special Provisions, Article 12.0.

#### **4.1.3.5 Additional Information**

In order for WRPS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed below:

- [Organizational Conflict of Interest Disclosure \(Exhibit 1\)](#).
- [Past Performance Data Form \(Exhibit 2\)](#).
- [Proposed Lower-Tier Subcontractors \(Exhibit 3\)](#).
- [Agreement Exceptions \(Exhibit 4\)](#).
- [Vendor ESH&Q Requirements Questionnaire. \(Exhibit 5\)](#).
- [Price Proposal Form \(Exhibit 6\)](#)

#### **4.2 Acceptance of Terms and Conditions**

The subcontract resulting from this Solicitation will be substantially the same as the Model Subcontract that is contained in Part C of the Solicitation. Unless otherwise noted in the proposal, Offeror's submission of a proposal signifies unqualified acceptance of all of the technical requirements and other terms and conditions of the subcontract that are contained in or referenced in this Solicitation. Interpretations established by Offeror to any part of this Solicitation may be considered an exception.

##### **4.2.1 Exceptions to Technical Requirements and Other Terms and Conditions**

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the

Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

#### **4.3 Proposal Validity Period**

Offeror's proposal shall remain firm for 60 days after the proposal due date.

#### **5.0 Notices**

##### **5.1 Financial Capability Determination Information**

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

##### **5.2 Employment Eligibility Verification (E-Verify)**

WRPS anticipates that this award will be subject to the Employment Eligibility Verification requirements established in Federal Acquisition Regulations (FAR) clause 52.222-54, which requires the successful Offeror to enroll and utilize the E-Verify program. Enrollment is done via the Internet at the Department of Homeland Security Web site at <http://www.dhs.gov/E-Verify>. This requirement is applicable to all awards that are more than \$3,000 and not considered a commercial item as defined in FAR Part 2.101.

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has successfully enrolled in the E-Verify program. Such information may include a copy of the last three (3) pages of the enrollment form (i.e. pages 11, 12, and 13) and any other information that may be required to make the appropriate determination.

##### **5.3 North American Industry Classification System (NAICS) Code and Size Standard**

The Buyer has determined that North American Industry Classification System (NAICS) Code 541370 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is \$14 million.

**PART B – SOLICITATION EXHIBITS**

<b>Exhibit</b>	<b>Description</b>
1	Organizational Conflict of Interest Disclosure
2	Past Performance Data Form
3	Proposed Lower-Tier Subcontractors
4	Agreement Exceptions
5	Vendor ESH&Q Requirements Questionnaire
6	Price Proposal Form
	Vendor ESH&Q Requirements Questionnaire

**EXHIBIT 1. ORGANIZATIONAL CONFLICT OF INTEREST  
CERTIFICATION AND DISCLOSURE**

Rev. 2

4/14/06

*Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government or WRPS, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.*

It is WRPS's policy to avoid situations, which place an Offeror in a position wherein it may not be able to compete on an equal basis for WRPS-controlled work with other qualified Offerors. This representation, and the information disclosed thereby, will serve to advise WRPS whether or not an Offeror's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have which relates to the work to be performed under a subcontract which may result from this solicitation, thus providing the Offeror an unfair competitive advantage over others. The term "Offeror" herein means the proposing entity or any of its affiliates or proposed consultants or subcontractors of any tier. Therefore:

Offeror shall provide WRPS a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest. [See section 401, Pub. L. 95-39 (42 U.S.C. 5918(a)) and section 10, Pub. L. 95-70 (15 U.S.C. 789(a)) for specific requirements.]

Offeror shall assure that any consultants and/or subcontractors identified in its proposal which will perform part or all of any resulting subcontract submit the same information as required above, either as part of the Offeror's proposal or directly to WRPS, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation number and the (Offeror's) proposal to which it relates.

Offeror shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the subcontract, submit such information.

Offeror shall promptly provide to WRPS information concerning any changes, including additions, in its relevant facts reported, that occur between the time of submission of its proposal and the award of a subcontract or the time the Offeror is notified that it is no longer being considered for an award.

WRPS will review the information submitted and may require additional relevant information or certifications from the Offeror. All such information, and any other relevant information known to WRPS, will be used to determine whether an award to the Offeror may create an organizational conflict of interest with respect to the Offeror's (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. If WRPS determines a conflict exists which would require some action to mitigate an actual or potential conflict of interest that would otherwise represent an unacceptable risk to WRPS, it may, at its sole discretion: (1) impose appropriate terms or conditions necessary to avoid or mitigate the conflict, (2) disqualify the offer, or (3) proceed with an award despite the conflict.

Offeror refusal to submit the representation and/or to provide the disclosure or any additional information requested by WRPS may result in disqualification of the Offeror for an award. Misrepresentation of material facts or other reported information may also result in disqualification. If any such misrepresentation is discovered following award, WRPS may terminate the contract for default or seek other remedies including actions pursuant to 18 U.S.C. 1001.

Depending on the nature of the subcontract activities, Offeror may, because of the existence of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work contained in the original solicitation, unless the solicitation specifically prohibits such exclusion. Any proposed exclusion may be considered by WRPS in the evaluation of proposals, but may ultimately determine the proposal to be unacceptable.

No work shall be performed, and WRPS will not authorize work to begin, until representations and disclosure information has been evaluated. WRPS may also, at its option, permit missing representations or disclosure information to be provided by an Offeror at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by WRPS, Offeror shall provide a certification similar to the following, altered only to reflect the relevant facts:

#### **CONFLICT OF INTEREST DISCLOSURE STATEMENT**

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Offeror have a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given unfair competitive advantage.

---

Authorized Offeror Representative

---

Date

**EXHIBIT 2. PAST PERFORMANCE**

Rev. 0

1/1/03

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

<b>CLIENT NAME</b> <b>CONTACT NAME</b> <b>TELEPHONE NO.</b>	<b>CONTRACT NO.</b> <b>CONTRACT DATE</b>	<b>START DATE</b> <b>END DATE</b> <b>CONTRACT VALUE</b>	<b>CONTRACT TERMINATED?</b> <i>(Y/N) Explain in attachment</i>

<b>NAME AND ADDRESS OF OFFEROR</b>	<b>NAME OF SIGNER</b>
	<b>TITLE OF SIGNER</b>
<b>OFFEROR</b> <i>(Signature of person authorized to sign)</i>	<b>DATE</b>

**EXHIBIT 3. PROPOSED LOWER-TIER SUBCONTRACTORS**

Rev. 1

7/12/06

Please type or print the names and contact information for all of the lower-tier subcontractors. Use additional sheets if necessary.

<b>LOWER-TIER SUBCONTRACTOR/SUPPLIER</b> <b>CONTACT NAME</b> <b>TELEPHONE NO.</b>	<b>DESCRIPTION OF SERVICES TO BE PROVIDED</b>	<b>APPROXIMATE AWARD AMOUNT</b>
<b>NAME AND ADDRESS OF OFFEROR</b>	<b>NAME OF SIGNER</b>	
	<b>TITLE OF SIGNER</b>	
<b>OFFEROR</b> <i>(Signature of person authorized to sign)</i>	<b>DATE</b>	

**EXHIBIT 4. AGREEMENT EXCEPTIONS**

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NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Washington River Protection Solutions, however, reserves the right to disqualify offers which deviate from the Solicitation, If the Offeror has no exceptions, please write "None" below.

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<b>NAME AND ADDRESS OF OFFEROR</b>	<b>NAME OF SIGNER</b>
	<b>TITLE OF SIGNER</b>
<b>OFFEROR</b> <i>(Signature of person authorized to sign)</i>	<b>DATE</b>

## EXHIBIT 5. VENDOR ESH&Q QUESTIONNAIRE

**Subcontractor Name:**

**Subcontractor Address:**

**City:**            **State:**            **Zip:**

**Subcontractor Point of Contact:**

**Email:**

All contractors working on the Hanford Site are expected to safely perform in a quality manner while protecting worker health and the environment. Please answer the following questions about how your company implements ESH&Q.

#	Question
1.	Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2.	Are your employees trained and equipped to perform their assigned work?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3.	Do you have an established orientation program for new hires that includes ESH&Q?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4.	Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5.	Are company ESH&Q records adequately and properly maintained?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6.	Are accidents/incidents investigated promptly and reports generated?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7.	If the investigation discovers inadequacies in either the work process or the policies and procedures, are the appropriate processes in place to avert the accident/incident in the future and are personnel provided proper training?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>

8.	Are hazards identified and appropriate measures taken to ensure that personnel and equipment are adequately protected as a result of identified hazards.  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
9.	Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
10.	Is the frequency of ESH&Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work based on the scope of work and commensurate with the work hazards?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
11.	Are ESH&Q inspections/audits conducted to evaluate the effectiveness of your program?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
12.	Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years?  Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your EMR?
13.	Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years?  Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your Recordable Case rate?
14.	Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years?  Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
15.	Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years?  Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
16.	Does your company have an established, written Hazard Communication Program?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
17.	Does your company have a system within the Hazard Communication Program to maintain Material Safety Data Sheets (MSDS)?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18.	Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19.	Has your company been fined for Nuclear Regulatory Commission or agreement state non-compliance during the previous three years?  Yes: <input type="checkbox"/> No: <input type="checkbox"/>

**EXHIBIT 6. PRICE PROPOSAL FORM**

See attached Excel file.

**PART C – MODEL SUBCONTRACT**

Subcontract No.	Effective Date:
Issued By: Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352	Subcontractor: Insert Name and Address

This Subcontract is effective as of \_\_\_\_\_, between Washington River Protection Solutions (WRPS) and (“SUBCONTRACTOR”) who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

1. **Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: Subsurface Investigation Scans, Land Surveys and Dome Load Survey Support
2. **Period of Performance:** The Subcontract period of performance is specified as:  
Date of Award through September 30, 2013
3. **Contract Type:** Fixed Unit Price
4. **Total Value of Subcontract:**
5. **Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth consistent with the payment provisions of this Subcontract on the attached Compensation Schedule.
6. **Payment Terms:** As stated in *Article 3.0 Terms of Payment, of Supplemental Provisions*, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.
7. **Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:  
R. M. Steen, Procurement Specialist  
J. O. Knight, Lead, Procurement Services  
J. M. Robinson, Manager, Procurement Services
8. **Designation of Technical Representative:** WRPS hereby designates the following as the Buyer's Technical Representative (BTR), for this Subcontract:  
Name: TBD

Phone: (509) -

Mail Stop:

## **9. Special Provisions**

### **9.1 Subcontract Release Procedure**

WRPS may request work to be performed by the SUBCONTRACTOR under the Blanket Master Agreement (BMA) as separate Subcontract Releases using the following process:

1. The Procurement Specialist will notify SUBCONTRACTOR of the dates and location of where the service is to be performed, the level of effort required, the assigned contract release number and the not-to-exceed ceiling amount. A formal Subcontract Release document will be issued in accordance with the terms of the BMA.
2. Generally, Subcontract Releases shall be issued in writing. However, the Procurement Specialist may issue the Subcontract Release referenced in “No.1.” above by oral communication. In such a case, the information provided to SUBCONTRACTOR shall be the same as delineated in “No.1.” above. The Subcontract Release will be confirmed by the Procurement Specialist in writing no later than five (5) working days from the date the Subcontract Release was issued orally.
3. If SUBCONTRACTOR is unable to support the subcontract release requirements, it shall verbally notify the Procurement Specialist with 24 hours (4 hours for priority releases) of Procurement Specialist transmittal of the subcontract release to the SUBCONTRACTOR. The Subcontractor shall follow verbal notification with formal written notification within 48 hours (24 hours for priority releases) of Procurement Specialist’s transmittal of the Subcontract Release to the Subcontractor. Both the verbal and formal written notifications shall fully describe the reasons for Subcontractor’s inability to support the Subcontract Release.
4. Should SUBCONTRACTOR not concur with WRPS’ estimate for the completion of the Subcontract Release scope of work, SUBCONTRACTOR shall proceed with the work and notify the Procurement Specialist in writing of the SUBCONTRACTOR's estimate for the performance of the Subcontract Release. This notification shall be received by the Procurement Specialist in writing within five (5) working days after SUBCONTRACTOR's receipt of the signed Subcontract Release authorizing the initiation of the work.
5. WRPS will review SUBCONTRACTOR’s estimate. If the estimate is acceptable to WRPS, a revision of the Subcontract Release may be issued. If WRPS does not concur with SUBCONTRACTORs estimate, SUBCONTRACTOR shall complete the subcontract Release based upon the estimate issued by WRPS. WRPS' determination with respect to the estimate for the Subcontract Release shall be final. However, in no event shall SUBCONTRACTOR be obligated to continue performance beyond the ceiling amount of the Subcontract Release

6. Revisions to issued Subcontract Releases shall be accomplished in accordance with No. 1 through 5 above.
7. SUBCONTRACTOR shall not begin work on any Subcontract Release or Release Revision prior to receipt of an oral or written authorization to proceed from the WRPS Procurement Specialist.

## **9.2 Subcontract Release Ceiling Price**

A ceiling price shall be specified in each individual Subcontract Release. WRPS shall not be obligated to pay the SUBCONTRACTOR any amount in excess of the individual Subcontract Release ceiling price, and SUBCONTRACTOR shall not be obligated to continue performance if to do so would exceed the Subcontract Release ceiling price, unless and until WRPS has issued a Subcontract Release amendment increasing the ceiling price.

## **9.3 Option to Extend the Term of the Subcontract**

This Subcontract includes the option(s) to extend the term identified herein. The total period of performance of the Subcontract includes the base period plus the optional period(s) exercised by WRPS. WRPS will exercise the option(s) by providing written notice to the SUBCONTRACTOR prior to expiration of the current effective period.

Option 1 – Extend term of contract through September 30, 2014

Option 2 – Extend term of contract through September 30, 2015

Option 3 – Extend term of contract through September 30, 2016

Option 4 – Extend term of contract through September 30, 2017

## **9.4 Options**

WRPS may exercise its option to acquire the optional services prior to the expiration of this Subcontract. WRPS shall issue a written notice of its intent to exercise the option thirty (30) days prior to the option's effective date. The actual exercise of the option shall be formalized via a Subcontract modification.

## **9.5 Key Personnel**

In accordance with the General Provisions article entitled, "Key Personnel," the following named individuals have been determined to be key personnel assigned to the performance of this Subcontract.

- 1.
- 2.

**9.6 Designated Coordinator / Point of Contact (POC)**

The following named individual(s) has been assigned to be the Coordinator/POC for coordinating work efforts during the performance of this subcontract.

- 1.
- 2.

**9.7 Subcontractor-Owned Equipment**

The Subcontractor-owned equipment listed in Attachment X shall be utilized by the Subcontractor for execution of the Work. Upon completion of the Subcontract, the Subcontractor-owned equipment will be evaluated by WRPS for radiological contamination and other factors that would prevent the Subcontractor-owned equipment from being released off the Hanford site. In the event WRPS determines that the Subcontractor-owned equipment is not able to be released to the Subcontractor due to the actions or inactions of WRPS, WRPS may, at its option, either pay for the repair or purchase the Subcontractor-owned equipment. WRPS's maximum liability shall not exceed the purchase price of the Subcontractor-owned equipment as identified in Attachment X.

**9.8 Subcontractor Equipment Loss or Damage**

When Subcontractor equipment is lost, damaged, destroyed, or otherwise contaminated while in the possession of WRPS except for the negligence of the Subcontractor, Subcontractor's lower-tier subcontractors, or Subcontractor's employees, WRPS may:

1. Place the same equipment in good repair, condition, and working order, or;
2. Replace the same equipment with similar property in good repair, condition, and working order, or;
3. Purchase the relevant equipment based on a mutually agreed-to-fair market value using industry standard pricing (i.e. Blue book).

**9.9 Document Transmittals**

The SUBCONTRACTOR shall utilize the BUYER's document transmittal system for the exchange of data and information during the performance of Work under this Subcontract. SUBCONTRACTOR submittals. SUBCONTRACTOR information shall be transmitted using TOC Incoming Letter of Transmittal (form A-6005-315) to the address indicated therein.

Submittals may be transmitted electronically to [TOCVND@rl.gov](mailto:TOCVND@rl.gov) or a BUYER designated File Transfer Protocol (FTP) site. For electronic transmittals, all transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description.

### **9.10 Subcontracting Plan**

The SUBCONTRACTOR's Subcontracting Plan dated Insert Date is hereby incorporated into and made a part of this Subcontract. Failure of the SUBCONTRACTOR to comply in good faith with the WRPS approved Subcontracting Plan shall be considered a breach of this Subcontract and shall be a basis for terminating this Subcontract. During the period of performance of this Subcontract, the SUBCONTRACTOR shall submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with FAR 52.219-9 of this Subcontract using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. Subcontractor ISR/SSR in eSRS shall be submitted to the attention of Tess Klatt, WRPS Small Business Program Manager, at [Tess\\_A\\_Klatt@rl.gov](mailto:Tess_A_Klatt@rl.gov)

### **9.11 Service Contract Act Wage Determination**

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA). In accordance with the SCA, the SUBCONTRACTOR shall pay service employees, employed in the performance of this Subcontract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

During the term of this Subcontract, WRPS may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

For reference, a copy of the most recent Hanford Area Blanket Wage Determination is posted on the web site at [Service Contract Act Wage Determination](#). A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.oalj.dol.gov/libdot.htm>

### **9.12 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (FAR 52.222-43, May 1989)**

(a) This clause applies to both Subcontracts subject to area prevailing wage determinations and Subcontracts subject to collective bargaining agreements.

(b) The SUBCONTRACTOR warrants that the prices in this Subcontract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract. If no such determination has been made applicable to this Subcontract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor

Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract.

(d) The Subcontract price or Subcontract unit price labor rates will be adjusted to reflect the SUBCONTRACTOR's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the SUBCONTRACTOR as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year Subcontract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The SUBCONTRACTOR chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the SUBCONTRACTOR voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the Subcontract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this Subcontract, affects the minimum wage, and becomes applicable to this Subcontract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The SUBCONTRACTOR shall notify WRPS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by WRPS. The SUBCONTRACTOR shall promptly notify WRPS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, which WRPS may reasonably require. Upon agreement of the parties, the Subcontract price or Subcontract unit price labor rates shall be modified in writing. The SUBCONTRACTOR shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) WRPS or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the SUBCONTRACTOR until the expiration of 3 years after final payment under the Subcontract.

## 10. List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. SUBCONTRACTOR is responsible for downloading and complying with the applicable revision as identified below.

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

<http://www.hanford.gov/tocpmm/page.cfm?page=11>

Attachment No.	Title	Revision	Date
1	Statement of Work No. 246548	0	5/09.2012
1a	Scan/Survey Work Request – SOW Attachment A		
1b	Dome Load Survey Schedule – SOW Att.		
2	Civil Survey Data Release Form		
3	Compensation Schedule		
4	General Provisions	3	6/21/11
5	Supplemental Provisions for Firm Fixed Price Contract Type	1	8/09/11
6	On-Site Work Provisions	2	3/25/11
7	<a href="#">Service Contract Act Wage Determination</a>		
8	Proposed Subcontractor Owned Equipment		

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The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this Subcontract. This signature represents certification that all submissions (including electronic) associated with this Subcontract award are accurate, current, and complete.

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Authorizing Signatures:

Subcontractor

Washington River Protection Solutions, LLC

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Name  
Title  
Phone: (    )    -

Date

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Robin Steen  
Procurement Specialist  
Phone: (509) 376-557

Date