



January 4, 2016

2DB00-GSM-015-010

Dear Potential Offeror:

SOLICITATION NUMBER 285024 – SST RETRIEVAL IHT/HPT SUPPORT

Washington River Protection Solutions, LLC (WRPS) requests proposals for Contracted SST Retrieval Industrial Hygiene Technician (IHT)/Health Physics Technician (HPT) 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 January 14, 2016 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Gregory S. Moore,
Procurement Specialist

Attachment

SOLICITATION 285024
CONTENTS

PART A – SOLICITATION.....	3
1.0 Introduction.....	3
1.1 Small Business Set Aside.....	3
1.2 Buyer Not Obligated – Irregularities and Notifications.....	3
1.3 Solicitation Amendments.....	3
2.0 Proposal Submittal.....	3
2.1 Deadline.....	3
2.2 Identification and Delivery.....	4
2.3 Withdrawal.....	4
2.4 Notification of Intent to Propose.....	4
2.5 Questions/Comments Regarding the Solicitation.....	4
3.0 Basis for Award.....	4
3.1 Evaluation Criteria.....	4
3.2 Evaluation of Options.....	4
4.0 Proposal Instructions.....	5
4.1 General Proposal Requirements.....	5
4.2 Acceptance of Terms and Conditions.....	8
4.3 Proposal Validity Period.....	8
5.0 Notices.....	8
5.1 Financial Capability Determination Information.....	8
5.2 North American Industry Classification System (NAICS) Code and Size Standard.....	9
5.3 Employment Eligibility Verification (E-Verify).....	9
PART B – SOLICITATION EXHIBITS.....	10
EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM.....	11
EXHIBIT 2. PAST PERFORMANCE.....	13
EXHIBIT 3. AGREEMENT EXCEPTIONS.....	14
EXHIBIT 4. VENDOR ESH&Q QUESTIONNAIRE.....	15
PART C – MODEL SUBCONTRACT.....	17

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 Blanket Master Agreement subcontract to provide Contracted IHT/HPT 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 Small Business Set Aside

Proposals made under this solicitation shall be from small business concerns, including; Disadvantaged, Women Owned, Veteran Owned, Service Disabled Veteran Owned and HUBZone small businesses. Proposals received from concerns that are not small businesses shall not be considered for this solicitation. Disadvantaged, Women Owned, Veteran Owned and Service Disabled Veteran Owned may self Certify to these categories as defined by the Small Business Administration (www.sba.gov). HUBZone businesses must be certified by the Small Business Administration.

1.2 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.

1.3 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

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted.

2.1 Deadline

The proposal is due by 4:00 p.m. on January 14, 2016.

2.2 Identification and Delivery

Procurement Specialist Contact Information:

Name: Greg Moore
Phone Number: 509-376-7703
Email Address: gsmoore@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 January 12, 2016 whether the Offeror intends to submit a proposal in response to this Solicitation. 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 January 12, 2016. The Offeror shall transmit questions and comments via 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

WRPS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror with the lowest evaluated price among Offerors that meet **ALL** requirements (**this includes ALL forms, exhibits, documentation or information requested**). 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.

3.1 Evaluation Criteria

3.2 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

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

WRPS will evaluate Offeror’s technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror’s proposal must address the following:

- An acknowledgement that the Statement of Work is fully understood and that Offeror has resources qualified to perform the work. In addition, an explanation on how the Offeror will meet the requirements.
- Past Performance and Work Experience: The Offeror shall discuss the Offeror’s prior record of providing support services for projects similar in size and complexity to those at the Hanford site. The Offeror shall discuss the current size of the workforce coordinated from the Offeror’s offices and provide the Offeror’s “Site Coordinator” job description and resume.
- Staffing Approach: The Offeror shall provide a detailed discussion about its ability to plan and organize resources to ensure quality support is provided when needed. The discussion shall include how the Offeror plans to coordinate and provide personnel to ensure successful performance. The Offeror shall furnish the following information:
 1. Provide the number of IHTs and HPTs currently on the Offeror’s rolls
 2. Provide the current availability of IHTs and HPTs
- Resumes: The Offeror shall provide a minimum of ten (10) resumes of individuals who will be proposed to perform work under the resultant subcontract. The resumes must clearly describe the individual’s education (level, major, and year degree received) and the experience (general and relevant work experience), and any professional credentials (including professional publications and memberships).
- Solicitation documentation including solicitation exhibits as included herein, and electronic submission of Representations and Certifications (if not submitted for other solicitations in the last ten months).

4.1.2 Volume II – Business and Price Proposal

The Offeror shall use the Labor Hour Price Proposal Sheet for the purpose of submitting price proposals. See Exhibit 1.

The *Overtime Rate* is defined as the fully burdened rate for any hours worked in excess of a standard work week.

WRPS anticipates an estimated expenditure of \$1,700,000 for the balance of FY 16 support work. (It is expected that the level of effort will reduce throughout the option period). WRPS estimates that 5% percent of the hours charged will be performed at the *Overtime Rate*. An estimated total of 25 IHT/HPTs are needed.

In providing information required in the Price Sheet, Offerors shall use the following assumptions:

- January 25, 2016 start date with the anticipated period of performance expected to be through September 30, 2016.
- IHT/HPTs working under this contract shall be WRPS employees working under the WRPS/Hanford Atomic Metal Trades Council (HAMTC) Labor Agreement, including any additional language negotiated between WRPS and HAMTC specifically for this situation. Offeror shall continue its employer relationship with these individuals thus a co-employment status will exist between WPRS and Offeror regarding these employees for their work at Hanford.
- The IHTs shall receive from WRPS, a wage rate of \$38.66 per hour; HPTs shall receive from WRPS a wage rate of \$39.05 per hour. A one-time HAMTC initiation fee of \$25.00 and weekly agency fees/union dues of \$19.32 for IHTs and \$19.52 for HPTs, and statutory deductions, will be withheld from this wage rate by WRPS. A shift premium of \$0.75 per hour will be added to the wage rate when working other than a dayshift. Overtime rates of time-and-one-half (x1.5) or double-time (x2.0), as appropriate, in accordance with the WRPS/HAMTC Labor Agreement. Wage rate increases will be determined by the WRPS/HAMTC Labor Agreement in effect.
- WRPS will track and record hours charged by IHTs and will provide a monthly report to the Subcontractor.
- The payment of per diem, welfare and pension benefits, applicable overheads, and profit will be reimbursed for each IHT through a fixed unit rate paid on a per hour basis to the Offeror. Welfare and pension benefits and any other fringe benefits are subject to 40-hour weekly increments; such benefits do not accrue for any authorized overtime.

- IHTs will be paid for all Facility Closure Days which occur during their temporary employment at the Hanford Site. Facility Closure Days are as follows:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Holidays
Christmas Eve & Christmas Day

- Travel costs for IHTs re-location to the Hanford site should not be included in the pricing sheet.

G&A applied to Other Direct Costs: If the Offeror's normal or government approved accounting practice is to apply G&A to the IHT/HPT travel expenses, the Offeror shall provide the applicable G&A rate. If a G&A rate is proposed, the Offeror shall provide documentation showing that this is their normal or government approved accounting practice including a breakdown of all cost elements included in their G&A pool.

Timekeeping System: The Offeror shall provide documentation to substantiate that it has an adequate timekeeping system. Specifically, the documentation must establish that the Offeror's timekeeping is sufficient to track hours by individual, by project, and/or cost objective.

4.1.2.1 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

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 of a specific NAICS code will be valid for twelve (12) months from its submission. If the offeror's business conditions change within the twelve (12) month validity period, the offeror shall submit an updated Representations and Certification prior to submittal of the proposal.

4.1.2.2 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:

- Labor Hour Price Proposal Form (Exhibit 1).
- Past Performance Data Form (Exhibit 2).
- Agreement Exceptions (Exhibit 3).
- Vendor ESH&Q Requirements Questionnaire. (Exhibit 4).

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. Any Offeror who currently holds a Blanket Master Agreement (BMA) with WRPS may submit its proposal in accordance with the BMA. When choosing this option, the Offeror must specifically identify its BMA number in the proposal. 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 North American Industry Classification System (NAICS) Code and Size Standard

The Buyer has determined that North American Industry Classification System (NAICS) Code 561210 – *Facilities Support Services* applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is \$38,500,000.00.

5.3 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.

PART B – SOLICITATION EXHIBITS

Exhibit	Description
1	Labor Hour Price Proposal Form (with instructions)
2	Past Performance Data Form
3	Agreement Exceptions
4	Vendor ESH&Q Requirements Questionnaire

EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM

LABOR				
Line	Description	Est. Hours	Fully Burdened Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
Labor Subtotal				\$ -
OTHER DIRECT COSTS (ODC's)				
Line	Description	Qty.	Unit Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
Applicable Sales Tax				\$ -
ODC Subtotal				\$ -
GRAND TOTAL				\$ -

INSTRUCTIONS FOR COMPLETING THE PRICE PROPOSAL FORM

- A. The Compensation Schedule is a Word Document that has Excel worksheets embedded in it. To use the Excel portion of the document, double-click on any of the grayed areas. The Solicitation Compensation Schedule may be converted to a Subcontract Compensation Schedule if the Tank Operating Contractor (WRPS) makes an award.
- B. Under “Labor,” enter the proposed names or labor categories as well as the estimated hours, and fully burdened rates. Lines in the spreadsheet can be added or deleted as needed. The totals are automatically computed.
- C. Under “Other Direct Costs,” include any proposed costs as described in Article 1.2 of the Supplemental Provisions – Time & Material/Labor Hour Contract Type. Proposed subcontractor labor is to be specified in this section to include name or labor category, estimated hours, unit rate, and proposed total. Also, include any proposed travel in sufficient detail to allow WRPS to evaluate and determine that proposed costs are consistent with the [Federal Travel Regulations](#).
- D. The WRPS Direct Pay Permit will not apply to the resultant subcontract/purchase order. Therefore, the Offeror’s price shall include all applicable Federal, State, county, municipal, or other taxes. For information relating to Sales and Use Tax in Washington State please reference the following website: <http://dor.wa.gov/content/home/>. Offeror shall list separately, in this Compensation Schedule, any such tax applicable to any goods/service payable by WRPS.
- E. This form may be modified to add additional labor categories and multiple pages may be used to show additional option years.

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.

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

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

EXHIBIT 3. AGREEMENT EXCEPTIONS

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.

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

EXHIBIT 4. 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"/>

PART C – MODEL SUBCONTRACT

Subcontract No. TBD	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: SST Retrieval IHT/HPT Support as detailed in Statement of Work, Requisition 285024, dated December 7, 2015.
- 2. Period of Performance:** The Subcontract period of performance is specified as: (Date of Award) through September 30, 2016
- 3. Contract Type:** Blanket Master Agreement
- 4. Total Value of Subcontract:** TBD
- 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 below or in the attached Compensation Schedule consistent with the payment provisions of this Subcontract.

LABOR

Line	Description	Est. Hours	Fully Burdened Rate	Total
1				
2				\$0.00
3				\$0.00

TOTAL LABOR

OTHER DIRECT COSTS (ODC's)

TRAVEL & SUBSISTENCE

SALES TAX

Grand Total **NOT-TO-EXCEED**

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:

Greg Moore, Procurement Specialist

T.R. Hensyel, Manager, Subcontract Services

José Legarreta, Manager, Procurement

8. **Designation of Technical Representative:** WRPS hereby designates the following as the Buyer's Technical Representative (BTR), for this Subcontract:

* Provided Upon Award

9. **Special Provisions**

9.1 **Negotiated Exceptions to General Provisions**

The following exceptions/changes to the General Provisions or Supplemental Provisions are agreed to and incorporated into the Subcontract:

TBD

9.2 **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:

- 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.

9.3 **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.

9.4 **Reimbursement of Travel Expenses**

A separate subcontract release will be established for all allowable travel expenses.

In accordance with the Supplemental Provisions Article 3.2 "Reimbursement of Travel Expenses", travel expenses including transportation, lodging, meals and incidental

expenses for one, one-way trip from the IHT/HPT's point of origin to the Hanford Site in Richland, Washington will be reimbursed when approved in advance by WRPS as follows:

The individual IHT/HPT has successfully completed all pre-employment screening test including drug screening, medical/physical and background/security checks administered by WPRS to determine the IHT/HPT's ability to perform work as outlined in the Statement of Work.

Transportation from the point of origin to the Hanford site will be reimbursed in one of two ways, whichever total amount represents the lowest cost:

1. Transportation other than Airline

Reimbursement of transportation costs will be at the current FTR per mile rate, for travel made by automobile, or actual fares for other public conveyance, reasonably incurred by Subcontractor's personnel in traveling by the shortest and most direct route from his/her home office to (Hanford Site) Richland, Washington at the request of WRPS. When travel is by automobile the most direct route shall be determined in accordance with the Rand McNally Standard Distance Chart. Reimbursement up to the maximum FTR CONUS per diem will be considered based on a minimum 350-mile per day basis.

OR

1. Transportation by Airline

Every effort shall be made by the Subcontractor to plan required travel to obtain the lowest fares available.

Local Travel Costs: Local mileage and other travel costs while at the Hanford Site will not be reimbursed, unless specifically authorized by WPRS.

Travel Time: Labor charges while in transit to and from the Hanford site are not authorized.

9.5 Key Personnel

Subcontractor agrees those individuals, assigned to each Release, will not be reassigned without the written agreement of WRPS. 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 WRPS, shall replace such individual with a fully qualified individual. In the event that Subcontractor individuals are reassigned prior to completion of a Release, through no fault of WRPS, the cost of any WRPS administered training and Subcontractor labor charges for replacement of Subcontractor individuals shall be the sole responsibility of the Subcontractor. Individuals determined to be key personnel assigned to the performance of work will be named in each Release.

9.6 Temporary WRPS Employees

Subcontractor employees referred to WRPS shall be considered temporary WRPS employees working under the WRPS/Hanford Atomic Metal Trades Council Labor Agreement, including any additional language negotiated specifically for this situation.

Subcontractor shall continue its employer relationship with these individuals (i.e. Subcontractor's IHT/HPTs) thus a co-employment status will exist between WRPS and Subcontractor regarding these IHT/HPTs for their work at the Hanford Tank Farms.

WRPS agrees to reimburse Subcontractor for per diem and benefits for each of the Subcontractor IHT/HPTs provided for which the co-employment relationship exists.

9.7 Screening Test for Illegal/Unauthorized Substances

Prior to applying for a security badge and having employees perform Services on the Hanford Site, Subcontractor shall have in possession documentation that employees assigned for more than seven (7) calendar days have undergone and passed a screening test for illegal/unauthorized substances not more than three (3) months prior to their initial assignment for services on the Hanford Site. Documentation of negative drug screen shall be made available upon request by WRPS.

All drug screening must be from a Substance Abuse and Mental Health Services Administration (SAMHSA) Drug Panel Screen from a SAMHSA certified laboratory. Proof of negative drug screen shall be on testing agency or collection center letterhead and shall include evidence of SAMHSA certification. The drug test must screen for **the presence of amphetamines, barbiturates, benzodiazepines, cocaine metabolites, marijuana metabolites, methadone, methaqualone, opiates, phencyclidine, propoxyphene, and additional drugs/alcohol, as requested.**

Violation of this Article may, at WRPS' option, be deemed by WRPS to be a material breach of this Agreement and subject the Subcontractor to termination for default, as well as other remedies of contract, law, or equity.

9.8 Subcontractor Timekeeping

Due to the co-employment nature of this contract, Subcontractor IHTs shall record and enter their time in WRPS' timekeeping system. On a regular basis, but at least monthly, WRPS will provide a time charging report to the Subcontractor that details the number of Subcontractor IHT labor hours charged. Subcontractor shall use WRPS' report as the basis for generating Subcontractor invoices under this contract.

9.9 Overtime Hours Worked

All hours worked beyond a standard work week (overtime) must be pre-approved by the Buyer's Technical Representative (BTR) or their designee. For every overtime hour worked, the SUBCONTRACTOR shall be compensated at the overtime rate established in the Subcontract.

9.10 Hanford Facility Closure Days

IHTs will be paid for all Hanford Facility Closure Days which occur during their temporary employment at the Hanford Site. Hanford Facility Closure Days are:

- New Year's Day
- President's Day
- Memorial Day

Independence Day
Labor Day
Thanksgiving Holidays
Christmas Eve & Day

9.11 Payroll Deductions and Contributions

WRPS' payroll system will be used for issuing payroll checks to IHTs. The IHTs shall receive from WRPS, a wage rate of \$38.66 per hour; HPTs shall receive from WRPS a wage rate of \$39.05 per hour. Withholding will include a one-time HAMTC initiation fee of \$25.00, weekly agency fees/union dues of \$19.32 for IHTs, \$19.52 for HPTs, and other mandatory deductions or withholdings (including Federal Income Tax, Social Security Tax, Medicare Tax, and Labor & Industries Tax). A shift premium of \$0.75 per hour will be added to wage rate when work is performed on a shift other than a day shift. Any other wage rate adjustments will be determined by the WRPS/HAMTC Labor Agreement(s) in effect.

Subcontractor shall be responsible for payment of all Subcontractor IHT health and welfare benefits such as life, accident, and health plans, vacation and sick leave, pension plans, severance pay and savings and thrift plans.

Welfare and pension benefits and any other fringe benefits are subject to 40-hour weekly increments. These benefits do not accrue for any authorized overtime.

9.12 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (FAR 52.203-17)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Subcontractor shall inform its employees in writing, the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Subcontractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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	0	12/7/2015
2	Compensation Schedule		TBD
3	General Provisions	3	6/21/2011
4	Supplemental Provisions – <i>Time and Material/Labor Hour Contract Type</i>	2	10/30/2012
5	On-Site Work Provisions	2	5/25/2011