

August 8, 2023

Dear Prospective Offeror:

**REQUEST FOR PROPOSAL NO: 367524**

Central Plateau Cleanup Company (CPCCO) under Prime Contract No. 89303320DEM000030 with the U.S. Department of Energy, is requesting proposals for **9-FT X 5-FT X 5-FT DOT 7A Type A Container (Higher Payload Capacity)** in support of the **100k Area**, Richland, Washington.

Information regarding both the product or services required, and instructions for the preparation and submission of proposals, is contained in the attached Request for Proposal (RFP).

The anticipated schedule for this solicitation and award is:

RFP Issue Date:	August 8, 2023
Notification of Intent to Propose:	August 11, 2023
RFP Questions Due	August 17, 2023
Clarifications Complete	August 24, 2023
Priced Proposals Due:	September 7, 2023
Anticipated Contract Award:	<b>October 21, 2023</b>

If you have any questions regarding this solicitation, you can reach me at 509-430-9055, or via email at [andrea\\_d\\_riste@rl.gov](mailto:andrea_d_riste@rl.gov). As always, we appreciate your support, and we look forward to your proposal.

Sincerely,



Andrea D. Riste  
Sr. Contract Specialist  
CPCCo Procurement

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**Acronyms**

BTR	Buyer's Technical Representative
DOE	Department of Energy
NAICS	North American Industry Classification System
QA	Quality Assurance
RFP	Request for Proposal
SOW	Statement of Work
CPCCO	Central Plateau Cleanup Company

## SECTION A – REQUEST FOR PROPOSAL (RFP)

### 1.0 INTRODUCTION

Central Plateau Cleanup Company (CPCCO) acting under contract with the Department of Energy, requests proposals for the award of a **Fixed-Price** contract to provide general fabrication services for **9-FT X 5-FT X 5-FT DOT 7A Type A Container (Higher Payload Capacity)** in support of the **100k Area**, Richland, Washington. The required completion date for fulfilling all requirements stipulated by this solicitation is no later than **05/30/2024**.

The Contractor shall complete all tasks associated with Statement of Work, Attachment 1.

Section A contains the basis of award, proposal submittal requirements, proposal instructions, qualification standards and evaluation criteria, and notices to Offerors.

Section B contains RFP specific documents, (including Representations and Certifications)- which Offerors are required to complete, sign, and submit with their proposal.

Additionally, a draft copy of the CPCCo 4-Part Contract is included which contains:

- Part I – Statement of Work
- Part II - Financial Terms
- Part III – General Terms and Attachments
- Part IV – Special Provisions

CPCCo may determine that any proposal not submitted in accordance with the specified requirements of this RFP is **non-responsive** and therefore, ineligible for award.

### 2.0 BASIS OF AWARD

Contract award shall be made to the Offeror with the lowest-priced, technically acceptable proposal among offers meeting all requirements of the RFP. Award may be made based upon initial proposals without discussions; therefore, initial proposals should contain the Offeror's **best and final** offer.

#### 2.1 Acceptance or Rejection of Proposals

CPCCo reserves the right to accept or reject any proposal with or without discussion with the Offeror. CPCCo may:

- award a contract on the basis of proposals received without discussions with Offerors (therefore, initial proposals should be submitted with Offeror's **best and final** offer);

- select one or more Offerors to negotiate with;
- reject any or all proposals received;
- issue a request for new proposals; or
- cancel the RFP without awarding a contract.

## 2.2 Responsiveness and Responsibility Determination

CPCCo will determine if the Offeror is responsive to the RFP requirements and eligible for further consideration for award. This evaluation may include (but is not limited to) information gathered from other sources, including safety performance, financial stability, and past performance for CPCCo or other customers. This determination may be made at any time by CPCCo without additional questions or revision. CPCCo may waive minor informalities and irregularities in offers received.

## 2.3 Proposal Costs

CPCCo does not pay proposal preparation costs.

## 2.4 Award Notification

CPCCo will notify all Offerors once a successful proposal has been selected for award. There will be no public opening of proposals.

## 3.0 PROPOSAL PREPARATION INSTRUCTIONS

Organize the proposal as described in the following sections:

Proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of, and will be able to perform, the proposed contract work scope successfully. For technical work, describe the proposed technical approach including assumptions and supporting detail. Unsupported, unclear, or inconsistent statements about Offeror's proposed performance and compliance with contract requirements may render the proposal **non-responsive**.

***Do not submit generic brochures or other marketing materials which do not specifically relate to the proposal.***

### 3.1 Proposal Content

Offeror's proposal must contain information sufficient to demonstrate an understanding of the requirements and Offeror's ability to perform successfully as proposed. Offerors submitting proposals which are unclear or incomplete may be judged **non-responsive** and removed from further consideration for award. Simply repeating the statement of work

requirements or merely offering to perform the work may result in a lower evaluation, or the offer being judged **non-responsive** to the requirements and eliminated from further consideration.

Proposals shall be organized in the manner listed in Sections 3.2-3.4 below. Each volume of the proposal shall be separate and complete. Omit all cost or pricing details from the technical proposal. Where estimated labor hours will provide clarity, propose them as hours only with no indication of price in the technical proposal.

The following documents are required for a complete proposal package:

### **3.2 Volume I – Technical Proposal**

Volume I shall consist of the Offeror's discussion that addresses the Offeror's capabilities and contain detail that explains how the Offeror will satisfy the requirements of the solicitation. This volume shall also specifically address the elements listed below to further substantiate technical acceptability for this solicitation. The Offeror shall provide one (1) copy of this volume.

1. **Technical Approach** - Offeror shall provide a proposal that clearly demonstrates an understanding of the scope and requirements of the Statement of Work. Submit a detailed Technical Work Plan to include sequencing of work addressing the requirements of **Section 3.0** of the SOW. Offerors that do not address each of the required subparts of **Section 3.0** may be determined nonresponsive to the requirements. The Technical Approach shall identify its planned use of subcontractors, if any.
2. **Management Approach** – Offeror shall provide a Management Approach that specifically defines and details the Offeror's capabilities to successfully manage, perform, and execute the work. Offeror's plan shall include an organization structure that aligns with the proposed technical approach. Offeror's plan shall demonstrate how any subcontracted work will be monitored and Offeror's approach for addressing subtier performance issues.
3. **Relevant Experience and past performance** - The Offeror shall furnish three (3) relevant projects (past or current) along with references (past project should be within the last 3 years). Referenced projects should be those of similar scope that invoked codes and standards of a similar nature to this solicitation. References shall include the following current and up-to-date information for each specific reference. Note: Information gained elsewhere by CPCCo can also be used as part of the evaluation.
  - Client Name and Address
  - Client Technical Point of Contact and phone number
  - Contract Number

- Brief Description of Work Scope, including applicable codes and standards
- Contract Type
- Period of Performance
- Original Contract Value \$<<insert value>>
- Final Contract Value \$<<insert value>>

4. **Schedule** – Offeror shall provide an execution schedule that includes all activities required by the SOW and specification(s), with a full scope completion no later than **05/30/2024**. Key activities that must be addressed include, but may not be limited to, Pre-fabrication submittals, material procurement, fabrication, inspection, examination, testing, post-fabrication submittals, and delivery. Include an appropriate level of detail to demonstrate full understanding of the requirements.

### 3.3 Volume II – Cost/Price and Contractual Proposal

Volume II shall consist of the Offeror’s proposed pricing as instructed in the RFP pricing instructions. Please submit your pricing on the attached pricing sheet. Offeror must complete the sheet as formatted. All pricing assumptions shall be clearly stated to allow a reviewer to assess the potential cost risks associated with the proposed design. Include a signed copy of Representations and Certifications (SP-16) with the proposal. The Offeror must submit one copy of this volume.

Volume II shall include documentation of any Joint Venture agreements (if applicable) considered by the Offeror as part of their proposal.

Volume II shall include, at a minimum:

1. Completed Pricing Sheet (Attachment 2)
2. Executive Compensation Certification (Attachment 4)
3. Completed SP-16 Representations & Certifications (Attachment 5)
4. Lower-Tier Subcontractor List (Attachment 6)
5. Conflict of Interest Disclosure and Representation (Attachment 7)

### 3.4 Volume III – Quality Assurance Manual

Volume III shall consist of one (1) copy of your Quality Assurance Manual. **The Offeror’s QA Manual must be submitted with each proposal**, even if previously reviewed and accepted by CPCCo.

### 3.5 Offeror’s Acceptance



The contract, if awarded, resulting from this RFP will be substantially the same as the draft contract that is contained in the accompanying file. Unless otherwise noted by the Offeror in its proposal, Offeror's submission of a proposal signifies the Offeror's unqualified acceptance of all technical requirements and other terms and conditions that are contained and referenced in this RFP and the accompanying draft contract file. Interpretations established by the Offeror to any part of this RFP may be considered an exception and may render the proposal "**non-responsive**," resulting in removal from evaluation and award considerations.

Exceptions to Technical Requirements and Other Terms and Conditions:

The Offeror shall describe any exceptions to the technical requirements and other terms and conditions of the sample contract on which the Offeror's proposal is based. Offerors are notified that CPCCo considers the Offeror's compliance with the technical requirements and terms and conditions of the accompanying draft contract to be essential. In case of doubt, Offeror should request clarification from CPCCo. If the Offeror takes any exceptions to the requirements of the RFP, the pricing shall be based on the requirements of the RFP and the exception(s) priced as alternates. If the Offeror's proposal is based only on the proposed exceptions, CPCCo may determine that the proposal is **non-responsive**.

### **3.6 Proposal Validity Period**

Proposals shall remain firm for one hundred twenty **120** days after the proposal due date.

## **4.0 QUALIFICATION STANDARDS AND EVALUATION CRITERIA**

Information such as experience, proposed work plans/schedules, past performance, key personnel, available resources and equipment and any other information available may be used by CPCCo in evaluating the Offeror's capabilities, responsibility, and responsiveness to the solicitation.

### **4.1 Technical Evaluation Factors**

The following evaluation criteria are the technical criteria that will be used along with cost or price in determining which Offeror will be selected (if any) for an award. During evaluation of the proposals, CPCCo will assign each non-price Factor/Sub-Factor a rating of either Acceptable or Unacceptable. A rating of unacceptable in one or more Factors or Sub-Factors will constitute an unacceptable proposal.

## **Volume I – Technical**

**Factor 1 - Technical Approach:** CPCCo will evaluate the extent to which the Offeror's Technical

Approach demonstrates complete compliance with this solicitation and the submittal requirements outlined above in Section 3.2. An “acceptable” rating will result if the Offeror’s container design, analysis, and test documentation, submitted with the proposal as required by the SOW, complies with 49 CFR 178.350 requirements, and the proposed approach demonstrates a sound plan for fabricating, inspecting, and testing the containers to meet the SOW requirements. The Offeror’s Narrative must adequately capture all phases and sequencing of work, and thoroughly discuss the proposed techniques for performing the work.

**Factor 2 - Management Approach:** CPCCo will evaluate the extent to which the Offeror’s Management Approach demonstrates capability to successfully manage, perform, and execute SOW requirements. An “acceptable” rating will result if the Offeror’s proposed management approach: 1) comprehensively illustrates the Offeror’s plan to manage compliance with requirements, 2) includes an organizational structure that aligns with the technical approach, 3) adequately demonstrates how any subcontracted work will be monitored, including Offeror’s approach for addressing subtier performance issues (if applicable).

**Factor 3 - Schedule:** CPCCo will evaluate the extent to which the Offeror’s proposed schedule demonstrates compliance with this solicitation and the submittal requirements outlined above in Section 3.2. An “acceptable” rating will result if the Offeror’s proposed schedule is: 1) sufficiently detailed to demonstrate a complete understanding of the requirements, 2) complies with the stipulated period of performance requirements, 3) contains sound logic ties, and 4) adequately demonstrates dependency relationships among activities.

**Factor 4 – Past Performance:** CPCCo will evaluate the extent to which the Offeror’s recent relevant past performance meets the requirements of the SOW and demonstrates an ability to successfully perform the work scope in compliance with the requirements and applicable codes and standards. An “acceptable” rating will result if the Offeror’s proposed recent relevant past performance demonstrates a successful performance history.

**Factor 5 – Quality:** CPCCo will evaluate the extent to which the Offeror’s Quality Assurance Program demonstrates implementation of the quality requirements identified in the SOW. This includes, but is not limited to, evaluating Offeror’s process for generating Fabrication/Inspection/Test plans, inspection/test reports, welder qualification program, non-conformance documentation and reporting, etc. An “acceptable” rating will result if the Offeror’s proposal adequately demonstrates their ability to successfully implement these requirements.

## **5.0 PROPOSAL SUBMITTAL DIRECTIONS**

### **5.1 Notification of Intent to Propose**

CPCCo requests that prospective Offeror’s notify the Contract Specialist in writing by 4:00 p.m. on **08/10/2023**, of their intent to submit a proposal in response to this RFP.

Offeror's may transmit this notification via e-mail.

## 5.2 Deadline

Proposals are due by 4:00 p.m. on **09/07/2023**. CPCCo reserves the right to reject any proposal received after the deadline.

## 5.3 Submittal Address

Identify the proposal package as "Proposal in Response to RFP: **367524**."

Proposals must be submitted electronically via email to the Contract Specialist at [andrea\\_d\\_riste@rl.gov](mailto:andrea_d_riste@rl.gov). Mailed proposals will not be accepted, and all proposals must be received by the proposal due date.

Offerors may contact the Contract Specialist to verify receipt of proposals. The Contract Specialist can be reached via email at [andrea\\_d\\_riste@rl.gov](mailto:andrea_d_riste@rl.gov) or by phone at (509) 373-7141.

## 5.4 Withdrawal

Proposals may be withdrawn by written notice to the Contract Specialist at any time prior to award.

## 5.5 Questions and Comments Regarding the RFP

The Offeror shall submit any questions or comments regarding the RFP in writing via email to the Contract Specialist no later than **08/17/2023**. CPCCo will respond to all questions in writing and provide copies of questions and answers to all Offerors. If the RFP requires an amendment to resolve questions/comments, CPCCo will issue an amendment to all Offerors who have not declined to participate, allowing time for amendment review before final submittal of proposals.

## 5.6 Offeror's Site Visit

Does not apply to this solicitation.

## 5.7 RFP Amendments

If this RFP is amended, unless otherwise stated, all terms and conditions that are not modified will remain unchanged. The Offeror shall acknowledge receipt of all amendments by stating in the proposal that the Offeror has received the amendment(s)

and has considered it/them in formulating the proposal.

## 6.0 NOTICES TO OFFERORS

### 6.1 Estimated Award Date

The estimated award date for this RFP is **10/21/2023**.

### 6.2 Precedence of Requirements

In the event of a conflict among the provisions, the RFP instructions, the RFP correspondence, other documents, and the resulting contract, the terms of the contract shall govern.

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

CPCCo has determined that North American Industry Classification System (NAICS) Code **332439** applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business regarding this acquisition is **500 Employees**.

### 6.4 Identification of Proprietary Data

If the Offeror submits any data as part of their proposal considered to be “proprietary data,” the document transmitting the data or containing the data, shall be boldly marked indicating that the data included are considered proprietary. To the extent that the restrictive marking prevents CPCCo from distributing the documents for evaluation or use, the marking may render the proposal **non-responsive**.

### 6.5 Certified Cost or Pricing Data

The Offeror is not required to provide certified cost or pricing data. However, CPCCo may require the Offeror to provide certified and/or non-certified cost or pricing data prior to award if CPCCo cannot determine that the acquisition is exempt from the requirements of PL 87-653 (10 USC Sec. 2306a).

### 6.6 Financial Capability Determination Information

CPCCo reserves the right, prior to award, to require the Offeror to submit information that will be used to determine whether the Offeror has the financial capability to successfully perform the contemplated contract in accordance with the contract terms. Such information may include but is not limited to: annual reports; lines of credit with financial institutions and suppliers; SEC Form 10K, and any other information that may be required by CPCCo.

## **6.7 Subcontracting**

Contractor may **not** subcontract any significant portion of this contract without first obtaining concurrence of CPCCo to the proposed subcontract scope and subcontractor(s).

Contractor is responsible to incorporate and flow down all appropriate provisions and requirements of this contract to all lower-tier contractors and subcontractors.

Contractor shall furnish CPCCo a list of all proposed lower-tier subcontractors who will be performing work on the Hanford site and those proposed subcontractors who will be performing a significant portion of the off-site work. The list must be furnished prior to award and updated with changes during contract performance. The Subcontracting form and instructions can be found here: [webpage](#).

CPCCo reserves the right to:

6.7.1 Reject any proposed subcontract or subcontractor as incomplete or unsuitable.

6.7.2 Require submittal of the proposed subcontract before contract award or prior to performance of any work on site.

6.7.3 Require the replacement, at contractor's expense, of any subcontractor who fails to adhere to all applicable provisions and requirements of this contract.

## **6.8 Subcontracting Plan**

Unless exempted below, Contractor shall utilize small business concerns to the maximum extent practical as required in Federal Acquisition Regulation (FAR) part 19.702 when subcontracting any part of this Contract. Contractor shall submit and utilize a subcontracting plan in accordance with Special Provision SP-11 Subcontracting Plan Requirements, available for downloading from Buyer's [website](#).

The subcontracting plan must be submitted and accepted by Buyer prior to award. The subcontracting plan must separately address subcontracting opportunities with Small, Small Disadvantaged, HUB Zone, Service Disabled-Veteran and Women Owned Businesses for the base year and all option years of the Contract.

A. Semi-annual and annual summary reports must be submitted from the inception of the Contract through the complete Contract term in the Electronic Subcontract Reporting System (eSRS) system until the final report is submitted. Reports must be filed in the eSRS referencing, where applicable, Buyer's prime contract number

89303320DEM000030 and DUNS number 081368804. Contact the Central Plateau Cleanup Company Small Business Advocate for assistance in reporting.

Good-faith compliance with the approved plan is a requirement of acceptable Contract performance unless Buyer granted an exemption prior to award for one of the following circumstances:

1. Contractor is a Small Business as defined in accordance with 13 Code of Federal Regulations (CFR), part 121 and FAR Part 19, 19.001.
2. Subcontracting opportunities are not offered with respect to the proposed Contract.
3. The proposed Contract is not expected to exceed \$700,000 or \$1,500,000 (if for construction of a public facility).
4. The proposed Contract will be performed entirely outside of the U.S., its territories and possessions, the District of Columbia and the Commonwealth of Puerto Rico.

#### **6.9 Ship to Address**

All shipping containers and paperwork are to be marked with the following legend:

U.S. Department of Energy  
c/o Central Plateau Cleanup Company, Inc. 2355  
Stevens Drive, Building 1163  
Richland, WA, 99352

#### **6.10 Buy American Act**

In accordance with the Buy American Act (BAA, FAR part 25) domestic end products as defined in the BAA shall be afforded an evaluation preference in this action. Products of foreign origin may not be supplied unless evaluated and agreed to by CPCCo prior to contract award. Contractor certifies that all other products, supplied on this contract are Domestic products as defined in the BAA.

FAR -- Part 25 Foreign Acquisition

### **SECTION B – RFP ATTACHMENTS**

- 1.0 ATTACHMENT 1 – STATEMENT OF WORK AND PROCUREMENT SPECIFICATION**
- 2.0 ATTACHMENT 2 – PROPOSAL PRICING WORKSHEET**
- 3.0 ATTACHMENT 3 – DRAFT 4-PART CONTRACT**

- I. STATEMENT OF WORK (SOW)
- II. FINANCIAL TERMS
- III. GENERAL TERMS AND CONDITIONS
- IV. SPECIAL PROVISIONS (EXCLUDING REPS & CERTS)

**4.0 ATTACHMENT 4 – EXECUTIVE COMPENSATION FORM**

**5.0 ATTACHMENT 5 – SPECIAL PROVISIONS - REPRESENTATIONS AND  
CERTIFICATIONS –**

A fully completed and signed Representations and Certifications (SP-16) form must accompany the proposal. Section 21 NAICS code must match the NAICS code specified in this solicitation and the Offeror's registered small business size standard.

SP-16 Revision 1, Dated May 4, 2022

[https://cpcco.hanford.gov/files.cfm/SP-16\\_Rev1.pdf](https://cpcco.hanford.gov/files.cfm/SP-16_Rev1.pdf)

**6.0 ATTACHMENT 6 – LOWER-TIER SUBCONTRACTOR LIST**

**7.0 ATTACHMENT 7 – CONFLICT OF INTEREST DISCLOSURE AND REPRESENTATION**