



RFP- 2023-0001

Request for Proposal (RFP)

Swift & Staley Inc. invites you to submit a proposal for RFP-2023-0001. SUBCONTRACTOR shall provide corrective maintenance and repair to railroad system, installed equipment system(s), and system components as requested by CONTRACTOR at the U.S. Department of Energy (DOE) Paducah Gaseous Diffusion Plant (PGDP) site in Paducah, Kentucky. Scope includes, but is not limited to, tie replacement, rail replacement, trestle repairs, ballast cleaning, rail realignment, and gage repair. The *Scope of Work* provides full details.

The RFP opening date is March 8, 2023, and the closing date is March 17, 1:00 PM, Central Time. The *Period of Performance and Schedule of Events* are found in *Exhibit A*. The *Scope of Work* is found in *Exhibit B-1*.

Thank you,

Jimmie Lynn Glanville
Subcontract Administrator
Swift & Staley Inc.
5505 Hobbs Road
Kevil, KY 42053
E-mail: jimmie.glanville@pad.pppo.gov



Request for Proposal

Request for Proposal

Instructions and Information for Offeror

Provide all labor personnel, supervision and management personnel, materials, transportation, and equipment necessary for the corrective maintenance and repair to railroad system, installed equipment system(s), and system components as requested by CONTRACTOR, at the Paducah Gaseous Diffusion Plant.

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1. INTRODUCTION

This Request for Proposal (RFP) is issued by Swift & Staley Inc., CONTRACTOR, under Contract number DE-EM0003733 with the U.S. Department of Energy (DOE), to solicit proposals for award of a Fixed Price Subcontract for all the labor personnel, supervision, and management personnel, materials, transportation, and equipment necessary to provide corrective maintenance and repair to railroad system, installed equipment system(s), and system components. Work to the railroad system include, but is not limited to, tie replacement, rail replacement, trestle repairs, ballast cleaning, rail realignment, and gage repair, as requested by CONTRACTOR, as defined in the *Scope of Work* for CONTRACTOR at the Paducah Gaseous Diffusion Plant (PGDP).

2. ACKNOWLEDGMENT OF ATTACHMENTS AND INTENT TO OFFER

The term “RFP” includes all exhibits and other documents provided to Offeror as part of this RFP.

Offeror shall acknowledge receipt of all attachments to this RFP, along with the intent to submit or decline a proposal by returning the “Letter of Acknowledgement” provided with the RFP. The “Letter of Acknowledgement” must be received or proposal cannot be accepted.

CONTRACTOR must receive the “Letter of Acknowledgement” by 1:00 p.m. Central Time, March 10, 2023.

3. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS AND EXPLANATION TO OFFEROR

Offeror planning to submit a proposal is responsible for examining the complete RFP and all amendments and/or conditions that might in any way affect the cost of the performance of any work. Failure to do so will be at the sole risk of the Offeror, and no relief for errors or omissions by the Offeror will be given.

Should the Offeror find discrepancies in, or omissions from the RFP, or should the intent or meaning appear unclear or ambiguous, or should any other questions arise relative to the RFP, the Offeror shall notify CONTRACTOR promptly by **March 13, 2023**, via email to jimmie.glanville@pad.pppo.gov. The Offeror making such request solely will be responsible for its timely receipt by CONTRACTOR. Replies to such notices will be made to all prospective Offerors by **March 15, 2023**. If the request(s) require changes to the original RFP, then an amendment to the RFP will be issued to all prospective Offerors.

In order to address any questions, an Offeror desiring an explanation of interpretation of the RFP, drawings, specifications, etc., must submit questions to jimmie.glanville@pad.pppo.gov. No verbal inquiries will be accepted. Oral explanations or instructions given by the CONTRACTOR before the award of the Subcontract will not be binding. Any information given to a prospective Offeror concerning the RFP will be furnished to all other prospective Offerors. In order to facilitate questions regarding this RFP, please include the RFP number (RFP-2023-0001) with your questions.

4. EXHIBITS INCLUDED IN RFP-2023-0001

Offeror agrees to perform all work specified in Exhibits listed below, and in accordance with all conditions stated in this RFP.

- EXHIBIT A PERIOD OF PERFORMANCE AND SCHEDULE OF EVENTS
- EXHIBIT B PROJECT GENERAL OVERVIEW
- EXHIBIT B-1 SCOPE OF WORK
- EXHIBIT B-2 BEST MANAGEMENT PRACTICES
- EXHIBIT B-3 PROJECT WASTE GENERATION FORECAST & WASTE ITEM CONTAINER LOG
- EXHIBIT C WORK INSTRUCTIONS
- EXHIBIT D GENERAL CONDITIONS
- EXHIBIT D-1 DIFFERING PROFESSIONAL OPINIONS
- EXHIBIT D-2 EMPLOYEE CONCERNS FOR SUBCONTRACTORS
- EXHIBIT E SPECIAL TERMS AND CONDITIONS
- EXHIBIT E-1 TALENT RECRUITMENT SLIDES
- EXHIBIT E-2 QUALITY ASSURANCE REQUIREMENTS (QAR)
- EXHIBIT F U.S. GOVERNMENT PROVISIONS FLOWDOWN CLAUSES
- EXHIBIT G ENVIRONMENT, SAFETY, AND HEALTH (ESH)
- EXHIBIT H SUBMITTAL REQUIREMENTS
- EXHIBIT I INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)
WORKERS SAFETY AND HEALTH PLAN (WSHP)

5. AMENDMENTS TO REQUEST FOR PROPOSAL

If this RFP is amended, all terms and conditions that are not modified remain unchanged. The term “RFP” includes all exhibits and other documents provided to Offeror as part of this RFP.

6. PRE-PROPOSAL WALK-DOWN

To arrange a walk-down, please contact Mr. James Brown.

Information needed includes name as shown on Real ID, along with company name, address, and phone number. If a dual citizen, a passport must be presented.

Mr. Brown may be reached at email: james.brown@pad.pppo.gov prior to the walk-down. Please reference RFP-2023-0001 in your email.

7. PREPARATION COST

The preparation of the proposal shall be by, and at the expense of, the Offeror. This proposal shall contain all costs to CONTRACTOR.

8. PRICING CONDITIONS

The quoted price(s) must include all costs to the CONTRACTOR for all supervision, labor, tools, supplies, materials, equipment, transportation, testing, and any and all items of expense, fees, taxes, bonds, duties, overhead, and profit for full and complete performance of the work as set forth herein. Pricing will be guaranteed for 90 days from submission of proposal. All pricing information requested in this RFP must be provided. Costing/Pricing by detail must be broken out by labor, material, etc. CONTRACTOR reserves the right to require the Offeror to furnish an accounting breakdown of all contract prices. This request may be made after contract price has been finalized with the selected Offeror.

NOTE: PRICE EACH LOCATION SEPARATLY.

9. PAYMENT TERMS

CONTRACTOR payment terms are net 30 days less retainage upon receipt of invoice, subject to approval. A 10% retainage will be withheld until completion and acceptance of work performed.

10. RIGHT OF ACCEPTANCE

CONTRACTOR reserves the right to:

- Accept or reject any proposal in whole or in part.
- Reject all proposals, with or without, notice or reason.
- Enter into discussions or negotiations with Offeror prior to award. Negotiations do not constitute a rejection of the proposal nor a counter-offer by CONTRACTOR.
- Abandon the work or have the work performed in such a manner as CONTRACTOR may elect, if no proposal is accepted.

Partial or incomplete proposals will not be accepted.

11. PROPOSAL EVALUATION CRITERIA

While CONTRACTOR intends to engage in the purchase for services, this event shall not guarantee that a participating Offeror will be awarded a Subcontract.

Any award resulting from this request will be made to the Offeror whose proposal provides the best value to CONTRACTOR. The best value determination will be at the sole discretion of CONTRACTOR, and could result in an award to other than the lowest price proposal. Any resulting purchase award will be set forth in writing between CONTRACTOR and the successful Offeror at some date after the close of the request. CONTRACTOR reserves the option to cancel this RFP process at any time and/or to elect not to engage in a Subcontract.

The Offeror must provide all data required in order to be considered an acceptable Offeror. All data must be executed completely, correctly, and accurately by the Offeror. Should the Offeror not complete all forms and documents, the Offeror will be deemed non-responsive.

This RFP will be evaluated based on the following criteria. Offerors are reminded the Subcontract will be awarded for best value with technical ability having the highest weighted percentage. An Evaluation Team (ET) composed of representatives of SST will review the proposals. The Evaluation Criteria listed below will be used to rank proposals in relative position based on how fully each proposals meets the requirements of this RFP.

Criteria	Weighted Percentage (%)
Technical Ability (Project Plan, Schedule)	45%
Cost	40%
Safety Record	10%
Plant Site Knowledge	5%
TOTAL	100%

12. SUBMITTAL OF PROPOSAL

Offeror's proposal must be submitted with

- Detailed project plan,
- Schedule - Provide schedule based on start date
- Safety record,
- Plant site knowledge,
- Detailed cost estimate: The Quote will contain pricing for labor personnel, supervision and management personnel, bonds, parts, supplies, transportation, equipment, and materials to provide work, as outlined in *Exhibit B-1, Scope of Work (SOW)* of this RFP for CONTRACTOR. A cost breakdown/pricing schedule is provided.

NOTE: PRICE EACH LOCATION SEPARATLY

- Listing of Lower-tier Subcontractors.

Offeror shall list and acknowledge receipt of all amendments to this RFP in their proposal. Failure to indicate receipt of amendment(s) may cause rejection of the Offeror's proposal.

Specific documentation requested by CONTRACTOR must be submitted within the time specified and unless otherwise specified by CONTRACTOR, at no expense to CONTRACTOR.

13. PROPOSAL RESPONSE FORMAT

The following information is required to be considered for the award of the Subcontract.

- The proposal must be submitted under the same cover at the same time, in two distinct sections: a *Technical Proposal* and a *Cost Proposal*.
 - Technical Proposal to include

- Project plan,
- Man-power loaded schedule based on start date,
- Past performance,
- DOE plant site knowledge, and experience,
- Listing of Lower-tier Subcontractors, (which may be subject to change when Subcontract is awarded), and
- Safety Records shall include Offerors prior three years:
 1. Occupational Safety and Health Administration (OSHA) Recordable Injury Rate;
 2. Experience Modification Rate; and
 3. Any citations, notice of violations, etc., from state or federal regulators.
- Cost proposal to include :
 - Bond,
 - Labor personnel, supervision and management personnel,
 - Materials,
 - Equipment,
 - Other expenses, and
 - Lower-tier Subcontractor(s).

These items shall be broken down by line item. **Bonding will be required for this Subcontract.**

- Proposals are to be prepared on standard 8-1/2" x 11" paper.
- Proposals must respond to all the RFP requirements listed in *Exhibit B-1*. All responses to the requirements of this SOW must state clearly whether the proposal will satisfy the referenced requirements, and the manner in which each requirement will be satisfied.
- Proposals shall be based only on the material contained in the RFP. Included in the RFP are any official responses to the pre-proposal conference questions and any other material published by the CONTRACTOR pursuant to the RFP. The Offeror is to disregard any previous draft material, and/or any oral representations Offeror may have received.

14. AWARD OF SUBCONTRACT

CONTRACTOR contemplates award of a Subcontract in accordance with the requirements and conditions set forth or incorporated by reference in this RFP.

Proposals, for other than the total work defined, may be rejected. Award may not be made to any Offeror who has not responded to all instructions, certifications, and representations indicated in this RFP.

CONTRACTOR may reject any or all proposals if such action is in the best interest of CONTRACTOR or the Government, and/or waive informalities and minor irregularities in offers received.

CONTRACTOR may evaluate proposals and award a Subcontract without discussions with Offeror. Therefore, each initial proposal should contain the Offeror's best terms. CONTRACTOR reserves the right to conduct discussions, if later determined to be necessary by CONTRACTOR's Subcontract Administrator and the Project Lead (PL).

The Offeror agrees, if the proposal is accepted within the number of days allowed, to furnish any or all items upon which prices are offered, at the set price opposite each item, at the designated point(s) within the time specified in the schedule.

Neither financial data submitted with a proposal, nor representations concerning facilities or financing, will form a part of the resulting Subcontract. However, if the resulting Subcontract contains a clause providing for price reduction for defective cost or pricing data, the Subcontract price will be subject to reduction if cost or pricing data furnished are incomplete, inaccurate, or not current.

CONTRACTOR may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to CONTRACTOR, even though it may be the lowest evaluated proposal, or it is so unbalanced as to be tantamount to allowing an advance payment.

A price evaluation will be performed to determine the reasonableness and realism of the proposed price. Reasonableness will be determined considering other competitive prices received and, where applicable, comparison to the CONTRACTOR's independent estimate. The CONTRACTOR may also consider the realism of a proposed price (i.e., whether a proposed price is too low); since this might indicate a lack of technical understanding on the Offeror's part or a performance risk that the CONTRACTOR may not be willing to accept. Whether a price is too high or too low may be considered in the context of comparison to other price proposals as well as to the CONTRACTOR's independent cost estimate or to any other information the CONTRACTOR deems useful in its discretion.

Certain mandatory requirements are required upon award of Subcontract to meet and perform the work described in the RFP. This may include such things as proper licensing or special accreditation, Certificate of Insurance, Certifications, Qualifications, W-9 forms, bonding requirements, registration on System for Award Management (SAM), and E-verify.

15. NOTICE TO SUCCESSFUL OFFEROR – Registration on System for Award

CONTRACTOR will require any successful Offeror to be registered on the System for Award Management (SAM) web-site at <https://www.sam.gov>

16. NOTICE TO SUCCESSFUL OFFEROR - U.S. Citizenship & Employment Eligibility

Any person entering the PGDP must be a U.S. Citizen.

CONTRACTOR will require any successful Offeror to supply the method of verification to prove employment eligibility of their employees or any Lower-tier Subcontractors by using the E-verify employment data base at <https://www.uscis.gov/e-verify> per Federal Acquisition Regulation (FAR) 52.222-54. **E-verify does not constitute proof of U.S. Citizenship.**

17. NOTICE TO OFFERORS

The Offeror will be informed whether or not the proposal was successful.

Swift & Staley Inc.

**EXHIBIT A
PERIOD OF PERFORMANCE AND SCHEDULE OF EVENTS**

RFP-2023-0001

Event	Date
RFP Release Date	March 8, 2023
Letter of Acknowledgement Due	March 10, 2023 1:00 PM
Deadline for Receipt of Written Inquires	March 13, 2023 1:00 PM
Written Responses Distributed	March 15, 2023 1:00 PM
Proposal Due Date	March 17, 2023 1:00 PM
Evaluation Period	March 30, 2023
Anticipated Subcontract Selection	April 13, 2023

PERIOD OF PERFORMANCE

The Subcontract period of performance is from May 15, 2023 through December 7, 2023.

Swift & Staley Inc.

**FIXED PRICE SUBCONTRACT
EXHIBIT B-1
SCOPE OF WORK**

STATEMENT OF WORK (SOW)

This is a Fixed Price Subcontract for the railroad repairs, as requested by CONTRACTOR, at the Paducah Gaseous Diffusion Plant (PGDP) site in Paducah, Kentucky. Any Lower-tier Subcontracts issued by the SUBCONTRACTOR in support of this Subcontract shall require all Lower-tier Subcontractors to comply with the requirements set forth in this SOW. Such Subcontract service providers shall be accountable solely to the SUBCONTRACTOR, who, in turn, is responsible to CONTRACTOR.

GENERAL

The SUBCONTRACTOR shall provide all supervision, labor personnel, tools, supplies, material, equipment, products-for-use, transportation, and additional items necessary to perform railroad repairs in accordance with this SOW.

Location #2, #3 and #4 work areas are inside the existing Limited Area (LA) fence. It is considered a security area as defined in *Exhibit E, Special Terms and Conditions*. Therefore, access to the work area will require visitor security passes and badges.

SCOPE OF WORK

Work shall, at a minimum, include the following activities:

Location #1:

Tracks #1, #1W and #2 (Outside of the Limited Area (LA))

- Perform rail and tie renewal along designated Active In-Service Track Segments.
- See *Exhibit C, Work Instructions* for specific details and instructions.

Location #2

Tracks #8 and #9

- Perform rail, tie, and switch tie renewal along both In-Service and Out-of-Service Track Segments.
- See *Exhibit C* for specific details and instructions.

Location #3:

Tracks #12 and #13

- Perform complete renewal of Out-of-Service Track sections including roadbed renewal.
- See *Exhibit C*, for specific details and instructions.

Location #4:

Track #20

- Perform rail, tie, and switch tie renewal along both In-Service and Out-of-Service Track Segments including a new roadway crossing to be installed.
- See *Exhibit C*, for specific details and instructions.

SUBCONTRACTOR SHALL:

1. Coordinate all work with the CONTRACTOR and OTHERS that may be working in this area.
2. Adhere to all site-work and construction practices and recommendations contained in *Exhibit C*.
3. Provide dust control, erosion control, and sediment control, as needed.
4. Clean all debris and/or sedimentation from storm water and other drainage piping within the construction area at the completion of the project.
5. Work with the CONTRACTOR to provide controlled access to the work area and also provide access to the area to minimize interference of plant activities during construction.
6. Protect structures, canopies, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by SUBCONTRACTOR equipment.
7. Notify the Project Lead (PL) when excavations/penetrations are to be performed. Required excavation permits are to be provided to the SUBCONTRACTOR by the CONTRACTOR.
8. Notify the PL a minimum of 24 hours prior to the start of any inspections and/or testing.
9. Control excavated materials to ensure erosion/run-off does not enter ditches or storm drains, cover materials to prevent windblown dust, and adhere to all requirements in accordance with *Exhibit B-2, Best Management Practices plan (BMP)*.
10. A minimum of five days prior to mobilization submit *Exhibit B-3, Project Waste Generation Forecast* of material anticipated to be generated during the performance of the Subcontract, including estimated volumes. A disposition plan shall be provided to and agreed upon, by the CONTRACTOR based on this forecast. Changes to the disposition plan shall be reviewed and agreed upon by the CONTRACTOR prior to occurring. The Project Waste Generation Forecast approvals shall be documented on form ISSC-ESH-FO-051.
11. Final disposition of waste shall be at the SUBCONTRACTOR's expense and as agreed upon on form ISSC-ESH-FO-051.
 - Soil and spoils shall be managed on the U.S. Department of Energy (DOE) Reservation at the SUBCONTRACTOR's expense.

- Construction and demolition (C&D) debris shall be disposed in accordance to the project-specific ISSC-ESH-FO-051.
 - Controlled waste, although not anticipated, shall be disposed in accordance the project-specific ISSC-ESH-FO-051.
12. Waste that is dispositioned to go to the PGDP on-site landfill shall be loaded by the SUBCONTRACTOR into bins provided by the Deactivation and Remediation (D&R) Contractor. SUBCONTRACTOR shall place liners and absorbent in bins prior to loading and cover with tarps when full. CONTRACTOR will provide the liners, absorbent, tarps, and tarp straps. CONTRACTOR will coordinate the bin delivery and removal from the construction area by the D&R Contractor. Assume stockpiling of demolition debris prior to loading into bins. Demolition debris **shall be broken down to 2 ft³ or less prior in volume, and with no dimension to exceed 4' prior to loading into bins.**
 13. SUBCONTRACTOR shall not provide final material release for off-site disposal; refer to items provided by CONTRACTOR. Waste Path Sanitary Landfill, LLC, Calvert City, Kentucky, shall be the only location used for off-site disposal of waste. SUBCONTRACTOR shall cover and control all containers until sent to Waste Path. SUBCONTRACTOR shall obtain and submit to the PL a certificate of disposal for all material sent to the off-site landfill.
 14. Present, prior to unloading or use, all equipment brought on-site to the CONTRACTOR for inspection by the CONTRACTOR Environmental Safety and Health (ESH) Authorized Representative (AR) and Quality Assurance (QA) AR. The inspections are to ensure equipment operating manual is present as needed, safety features including but not limited to back up alarm and seat belt are functioning, equipment is in good operating condition, and that no suspect/counterfeit items are present. Inspections are at the discretion of the CONTRACTOR.
 15. Present, prior to unloading or use, all equipment brought on-site for CONTRACTOR Radiological Control (RADCON) survey.
 16. Notify CONTRACTOR three regular work days (as defined under Work Hours) prior to the planned departure of SUBCONTRACTOR equipment. CONTRACTOR RADCON shall survey equipment. After the survey is performed, the equipment shall not be used again until after removal from the site. DOE approval shall be received prior to SUBCONTRACTOR removal of equipment.
 17. Obtain approval, prior to bringing on-site, equipment containing a radiological source (e.g. density gauge). Contact the PL and/or Radiological Protection Supervisor for necessary documentation.
 18. Cleanup all releases of petroleum products, pollutants, and/or hazardous substances that occur at the work site. SUBCONTRACTOR shall immediately notify PL of all releases regardless of size and location.
 19. Provide and pay for temporary power for construction.
 20. Perform all work in accordance with the CONTRACTOR Worker Safety and Health Program (WSHP) and implementing documents. The WSHP is provided as *Exhibit I*.
 21. Provide all submittals as required in *Exhibit C*, and *Exhibit H, Submittals*.

22. Register attendance at a daily plan-of-the-day meeting prior to commencing work every day.
23. Register attendance and understanding of an Environment, Safety and Health (ES&H) Activity Hazard Assessment (AHA) briefing and Work Package briefings.
24. Work in conjunction with the PL to provide redline drawings for any requested field change.
25. Communicate any identified discrepancies and /or conflicts in *Exhibit C* to the PL, verbally within one workday of discovery and in writing within 48 hours.
26. SHALL NOT deviate from the requirements in *Exhibit C*, without proper change documentation approved by CONTRACTOR.
27. Adhere to the directions of the on-site Protective Force and escorts.
28. Participate in on-site Emergency Management drills, as required.
29. Provide a dedicated spotter during equipment operation, as needed.
30. Provide all parts supplies, material, equipment, labor, and transportation to conduct the work.
31. Provide management and supervision for completion of this Project.
32. Safety Data Sheets submitted prior to bringing chemicals on-site.
33. Costing and pricing by detail broken out by labor/craft, material, equipment, transportation (round trip), Lower-tier Subcontractors, and per diem. These items should be broken down by line item.
34. Detailed schedule of SUBCONTRACTOR work that supports the project schedule.
35. Vendor and/or Security badges shall be required for this project. **All SUBCONTRACTOR employees shall be U.S. Citizens.** SUBCONTRACTOR employees shall be required to supply CONTRACTOR with the information to obtain approved badges. Work on this project shall require the SUBCONTRACTOR to be escorted by the CONTRACTOR for work that requires access into the LA.

ITEMS TO BE PROVIDED BY CONTRACTOR

1. Liners, absorbent, tarps, and tarp straps for the roll-off bins.
2. ES&H inspections and an oversight safety representative.
3. QA inspections and oversight.
4. Construction and project engineering oversight.
5. Notification of final material release for off-site disposal.
6. Notification of final release of equipment.
7. Escorts for work within the LA.
8. Excavation/Penetration Permit(s). Known existing underground utilities will be identified on the permit(s).
9. Resolution to any Technical Specifications conflicts or discrepancies identified by the SUBCONTRACTOR or CONTRACTOR.

PROPOSAL SCHEDULE

SUBCONTRACTOR shall submit a proposal that meets the milestone schedule below and clearly defines any deviations require to the regular work hours, as stated below, required to achieve the dates. SUBCONTRACTOR shall also submit the number of crews working concurrently to achieve the schedule.

WORK HOURS

All work-hours shall be performed on regular shift working hours. If SUBCONTRACTOR is proposing or requesting any deviation to the normal work hours of operations, then SUBCONTRACTOR must submit the request to the PL 48 hours in advance and receive approval before any change in scheduled work-hours.

Regular shift working hours, excluding CONTRACTOR-recognized holidays, are 6:30 a.m. to 5:00 p.m. Central Time, Monday through Thursday.

LABOR REQUIREMENTS

- Davis-Bacon Act wages may apply.
- Web-site for these requirements is: beta.SAM.gov/

TIME OF COMPLETION

Milestone Schedule

- Mobilization and Construction Start: May 15, 2023
- Construction Complete: November 30, 2023
- Demobilization: December 7, 2023

REQUIRED QUALIFICATIONS AND/OR CERTIFICATIONS

The SUBCONTRACTOR shall have training, experience, and qualifications to perform railroad track repairs.

WORKER TRAINING CERTIFICATES/SUBCONTRACTOR LICENSES

Documentation of training and qualifications must be submitted to the PL for approval at a minimum of six calendar days prior to mobilization.

- Equipment operators
- Hoisting and Rigging
- Paducah/McCracken County Business Contractor License

WORKER TRAINING

- Subcontractor orientation for superintendent/foreman
- Initial security briefing

- Workplace violence/active shooter briefing

Documentation of training and qualifications must be submitted to the PL for approval at a minimum of six calendar days prior to mobilization.

ALL PERSONNEL WORKING ON THE SUBCONTRACT MUST BE U.S. CITIZENS

ON-SITE PHOTOGRAPHS/VIDEOS

On-site photographs/videos shall not be taken without consent from the PL. All on-site photographs are to be coordinated through the classification office and a public release review must be conducted prior to releasing them from the site.

ACCEPTANCE OF SERVICES

- An updated detailed schedule to accompany the monthly invoice.
- A weekly certified payroll from SUBCONTRACTOR and Lower-tier Subcontractors shall be sent to, misty.garner@swiftstaleyinc.com, if work is determined to be Davis Bacon.
- All work conducted by the SUBCONTRACTOR shall be inspected by the CONTRACTOR for acceptance.
- Acceptance as documented by completion of all submittals, inspections, and testing listed in *Exhibit C*.
- Approval signature on monthly invoices by CONTRACTOR. Payment will be net 30 less retainage.

REFERENCE:

- **Source References:**
 - *Quality Assurance Plan (QAP)* (ISSC-QA-PL-001, latest revision)
 - *Worker Safety and Health Plan* (ISSC-ESH-PL-004, latest revision)
 - *Work Planning and Control* (ISSC-PM-PR-003, latest revision)
 - *Project Work Process* (ISSC-PM-PR-002, latest revision)
 - *Excavation-Penetration Activities* (ISSC-PM-PR-006, latest revision)
 - *ES&H Subcontractor Oversight Program* (ISSC-ESH-PR-013, latest revision)
 - *Storage and Disposition of Spent Materials* (ISSC-ESH-PR-005, latest revision)
- **SUBCONTRACTOR Use References:**
 - *Project Waste Generation Forecast* (ISSC-ESH-FO-051, latest Revision)