



March 4, 2015

2DB00-RLF-15-003

Dear Potential Offeror:

**SOLICITATION NUMBER 267223 “REVISION OF WFD TECHNICAL SUPPORT DOCUMENTS”**

Washington River Protection Solutions, LLC (WRPS) requests proposals for *Revision of WFD Technical Support Documents*. 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 2:00 p.m. on March 19, 2015 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Ricky Franzen,  
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 Labor Hour type of subcontract to provide *Revision of WFD Technical Support Documents*. 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](http://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. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original and three copies via U.S. Postal Service or delivery service. 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 2:00 p.m. on March 19, 2015.

## **2.2 Identification and Delivery**

Address a proposal sent via the U.S. Postal Service to:

Response to Solicitation No. 276223  
Ricky Franzen, MSIN H3-03  
Washington River Protection Solutions, LLC  
P.O. Box 850  
Richland, WA 99352

The address for a proposal sent via another delivery service is:

2440 Stevens Center Place  
Richland, WA 99354

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

Name: Ricky Franzen  
Phone Number: (509) 373-7141  
Email Address: Ricky\_L\_Franzen@rl.gov

## **2.3 Withdrawal**

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

## **2.4 Pre-Proposal Conference**

A pre-proposal conference will be held at 2425 Stevens, Richland WA on Thursday March 12, 2015 from 9:00am – 10:00am. WRPS requests that each prospective Offeror notify the procurement specialist by email no later than March 10, 2015 whether the Offeror intends to attend the pre-proposal conference in response to this Solicitation. Please bring photo ID, as a temporary badge will be required to access the meeting.

## **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 March 16, 2015. 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**

WRPS will award a subcontract to the responsible offeror whose proposal is the lowest price and technically acceptable, price and other factors considered. Proposals will be screened using the pass/fail evaluation factors identified in Section 3.1, based on the qualifications demonstrated within the offer. Non-cost/price evaluation factors, when combined, are less important than price.

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 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 Qualification Standards are as follows:

**3.1.1** BA/BS degree or equivalent in engineering. The individual(s) performing the work shall have at least 10 years of relevant experience, of which at least 5 years shall be with a Department of Energy (DOE) or commercial nuclear facility.

**3.1.2** The assigned Subcontractor personnel shall be familiar with DOE engineering practices and Hanford Site tank farms waste storage, transfer, support, and feed delivery systems. Personnel shall possess strong technical writing skills and must be able to synthesize a work product given multiple inputs.

## **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.
- Approach to accomplishing the requirements.
- Past Performance Experience and Data.
- Firm’s capabilities and resources for completing the requirements.
- Work Plan and schedule for the project.
- Statement of compliance with subcontract insurance requirements (if applicable) as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Key personnel. Attach résumés of key personnel.

#### **4.1.2 Volume II – Business and Price Proposal**

Please provide detailed description on cost/pricing information (i.e., hourly rate breakdown). 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 copy of the current Department of Labor Wage Rate Determination is included with this Solicitation. The SCA wage rate determination will be incorporated into any resultant subcontract.

##### **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](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 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:

- Document Transmittals - Master Submittal Register (included with solicitation on website).

#### **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 30 days after the proposal due date.

#### **4.4 Document Transmittal – Master Submittal Register**

The Subcontract will contain a Master Submittal Register (MSR) comparable to the exhibit document contained herein. The MSR identifies the required Subcontractor submittals. Offerors shall review the MSR exhibit, assure that the document submittal

requirements are clear and understandable, identify any additional submittals on the MSR exhibit, and provide the Buyer with applicable transmittal dates for all planned submittals. The MSR with added Offeror information shall be returned with Offeror's proposal.

## **5.0 Notices**

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

The Buyer has determined that North American Industry Classification System (NAICS) Code 541330 *Engineering Services* applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is \$15M.

### **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.

**PART B – SOLICITATION EXHIBITS**

<b>Exhibit</b>	<b>Description</b>
1	Compensation Schedule
2	Organizational Conflict of Interest Disclosure
3	Past Performance Data Form
4	Proposed Lower-Tier Subcontractors
5	Agreement Exceptions

**EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM**

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

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**EXHIBIT 2. 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.

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Authorized Offeror Representative

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Date

**EXHIBIT 3. 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? (Y/N) Explain in attachment

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

**EXHIBIT 4. 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>



**PART C – MODEL SUBCONTRACT**

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

This Subcontract is effective as of TBD, between Washington River Protection Solutions (WRPS) and TBD (“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: *Revision of WFD Technical Support Documents*,
- 2. Period of Performance:** The Subcontract period of performance is specified as: TBD
- 3. Contract Type:** Labor Hour
- 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 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** \$0.00

**SALES TAX** Included with above

**Grand Total** NOT-TO-EXCEED **\$0.00**

- 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:  
Ricky Franzen, Procurement Specialist  
TR Hensyel, Sr. Procurement Specialist
- 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 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.

### **9.2 [Service Contract Act Wage Determination](#)**

#### **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 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>

**9.3 Organizational Conflicts of Interest (DEAR 952.209-72) – Alternate 1 (Modified)**

(a) Purpose. The purpose of this clause is to ensure that the SUBCONTRACTOR (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the SUBCONTRACTOR and any of its affiliates or their successors in interest (hereinafter collectively referred to as "SUBCONTRACTOR") in the activities covered by this clause as a subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of SUBCONTRACTOR's Work Product.

(i) The SUBCONTRACTOR shall be ineligible to participate in any capacity in Department of Energy (DOE) subcontracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the SUBCONTRACTOR's performance of work under this Subcontract for a period of five years after the completion of this Subcontract. Furthermore, unless so directed in writing by the WRPS Procurement Representative, the SUBCONTRACTOR shall not perform any advisory and assistance services work under this Subcontract on any of its products or services or the products or services of another firm if the SUBCONTRACTOR is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the SUBCONTRACTOR from competing for follow-on subcontracts for advisory and assistance services.

(ii) If, under this Subcontract, the SUBCONTRACTOR prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the SUBCONTRACTOR shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The SUBCONTRACTOR shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the DOE contracting officer or the WRPS Procurement Specialist, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the SUBCONTRACTOR from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the SUBCONTRACTOR, in the performance of this Subcontract, obtains access to information, such as WRPS or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the SUBCONTRACTOR agrees that without prior written approval of the WRPS Procurement Specialist it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for WRPS or the DOE based on such information for a period of six (6) months after either the completion of this Subcontract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to WRPS or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the DOE.

(ii) In addition, the SUBCONTRACTOR agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Subcontract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The SUBCONTRACTOR may use technical data it first produces under this Subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this Subcontract.

(c) Disclosure after award. (1) The SUBCONTRACTOR agrees that, if changes, including additions, to the facts disclosed by it prior to award of this Subcontract, occur during the performance of this Subcontract, it shall make an immediate and full disclosure of such changes in writing to the WRPS Procurement Specialist. Such disclosure may include a description of any action which the SUBCONTRACTOR has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. WRPS may, however, terminate the Subcontract for convenience if it deems such termination to be in the best interest of the Government. (2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the WRPS Procurement Specialist, WRPS may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, WRPS may terminate the Subcontract for default, disqualify the SUBCONTRACTOR from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Subcontract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the WRPS Procurement Specialist and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of WRPS and the Government, the WRPS Procurement Specialist may grant such a waiver in writing.

(f) (1) The SUBCONTRACTOR shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this Subcontract of any such lower-tier subcontracts for advisory and assistance services, the SUBCONTRACTOR shall obtain from the proposed lower-tier subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the lower-tier subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the SUBCONTRACTOR. If the conflict cannot be avoided or neutralized, the SUBCONTRACTOR must obtain the approval of the WRPS Procurement Specialist prior to entering into the lower-tier subcontract.

#### **9.4 Conference Management and Attendance**

SUBCONTRACTOR conference management and attendance shall be approved by the BUYER's authorized procurement representative prior to arranging and/or attending, and upon approval, conducted pursuant to the requirements contained in DOE Order 110.3A, Conference Management, or any subsequent version of the order in effect at the time of Subcontract award.

#### **9.5 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.

#### **9.6 Prior Written Permission Required For Travel**

SUBCONTRACTOR travel shall be approved by the BUYER's authorized procurement representative prior to arranging, conducting, and/or incurring travel expenses by SUBCONTRACTOR or the SUBCONTRACTOR's employees.

#### **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	02/17/2015
2	Preliminary Hazard Analysis :31	N/A	10/01/2014
3	General Provisions	3	06/21/2011
4	Supplemental Provisions –T&M/Labor Hour Contract Type	2	10/30/2012
5	Service Contract Act Wage Determination	17	12/22/2014
6	Master Submittal Register (MSR)	0	02/17/2015
7	TOC Incoming Letter of Transmittal	7	N/A
8	Non-Disclosure Agreement – One System	5	04/20/2011

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.

## Authorizing Signatures:

Subcontractor

Washington River Protection Solutions, LLC

**DO NOT SIGN**

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Name

Date

Title

Ricky Franzen

Date

Phone: ( ) -

Procurement Specialist

Phone: (509) 373-7141