



2DB00-RLF-14-005

June 19, 2014

Dear Potential Offeror:

SOLICITATION NUMBER 268143 "SPENT/FAILED LAW MELTER TRANSPORT SYSTEM EVALUATION"

Washington River Protection Solutions, LLC (WRPS) requests proposals for *SPENT/FAILED LAW MELTER TRANSPORT SYSTEM EVALUATION*. 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 June 30, 2014 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Ricky Franzen,
Procurement Specialist

Attachment

SOLICITATION 268143
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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 *SPENT/FAILED LAW MELTER TRANSPORT SYSTEM EVALUATION* support. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 Buyer Not Obligated – Irregularities and Notifications

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

1.2 Solicitation Amendments

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

2.0 Proposal Submittal

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 CD/disk. 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 June 30, 2014.

2.2 Identification and Delivery

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

Response to Solicitation No. 268143
Ricky Franzen, MSIN H6-16
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: 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 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the procurement specialist by email no later than June 25, 2014 whether the Offeror intends to submit a proposal in response to this Solicitation.

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 June 25, 2014. 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 whose proposal is most advantageous to WRPS, price and other factors considered, also known as the *best value*. 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 Tradeoff Selection Process

WRPS will award a subcontract to the responsible offeror whose proposal is most advantageous to WRPS, price and other factors considered. WRPS will evaluate and rank proposals using a tradeoff process. A tradeoff process allows for an award to other than the lowest priced offeror or highest technically rated offeror, but which, in the opinion of the evaluators, represents the "best value." Proposals will be screened on a combination of scored and pass/fail evaluation factors based on the qualifications demonstrated within the offer. The following factors and sub factors will be used to evaluate offers. Non-cost/price evaluation factors, when combined, are significantly more important than cost or price.

Personnel Qualifications - This factor refers to the competency, availability, and pertinent education/certification of the proposed Lead including the demonstrated capabilities that the Offeror's personnel has in working to the standards and governing documents specified in Section 12 of the SOW. Leads with experience at Hanford involving transportation of large loads within the last 5 years will be evaluated more positively. Key technical personnel conducting this evaluation must be familiar with:

- *Hanford Site Hoisting and Rigging Manual (DOE/RL-92-36)*
- *Hanford Sitewide Transportation Safety Document (TSD)*
- *DOE Order 460.1C, Packaging and Transportation Safety*
- *49 CFR 173, Shippers - General Requirements for Shipments and Packagings;*
- *2008 NQA-1 part II section 2.15, "Hoisting, Rigging and Transport for Nuclear Power Plants*

Technical Comprehension – This factor refers to the Offeror's understanding of the work and the soundness of the proposed approach to that work.

Past Experience/ Work Experience - This factor refers to the Offeror's corporate work experience at the Hanford site in both (1) evaluating transportation routes and loading/unloading interfaces and (2) transportation of large loads at the Hanford site. Offeror's with recent experience at Hanford (within the last 5 years) will be evaluated more positively.

4.0 Proposal Instructions

4.1 General Proposal Requirements

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

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 contain a brief discussion of its technical qualifications and capabilities. This discussion should not exceed fifteen pages and should briefly address:

Personnel Qualifications - The Offeror shall identify the individual proposed as the Lead to manage and perform the technical aspects of the work. A Resume shall be provided. The resume must clearly describe the individual's education (level, major, and year degree received), the experience (general and Hanford site work experience), and professional credentials/certifications.

Technical Comprehension - The Offeror shall describe in their proposal their approach for managing the project and related contract administration, including assigning the proper resources, identifying key inputs/outputs, planning and scheduling of activities, and managing to the Work Breakdown Structure to achieve the work scope as detailed in the SOW.

Past Experience/ Work Experience - The Offeror shall describe in their proposal prior experience in evaluating transportation routes and loading/unloading interfaces and transportation of large loads at the Hanford site. Provide dates, facility location, and description of specific activities performed by the Lead. The Offeror shall identify a point of contact within the Hanford site contractor for which such work was performed.

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.

4.1.3 Direct Pay Permit - Taxes

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 its price proposal, any such tax applicable to any goods/service payable by WRPS.

4.1.3.1 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 for this specific NAICS code will be valid for twelve (12) months from its submission unless your firm's business conditions change and an updated Representations and Certification submission is then required to be submitted electronically.

4.1.3.2 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 Rate Proposal Form (Exhibit 1).
- Organizational Conflict of Interest Disclosure (Exhibit 2).
- Proposed Lower-Tier Subcontractors (3).
- Agreement Exceptions (4).
- Document Transmittals - Master Submittal Register (Exhibit 5).
- Non-Disclosure Agreement – Example (Exhibit 6).

- Past Performance (Exhibit 7).

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.

4.3 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 \$14M.

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

Exhibit	Description
1	Labor Rate Proposal Form (with instructions)
2	Organizational Conflict of Interest Disclosure
3	Proposed Lower-Tier Subcontractors
4	Agreement Exceptions
5	Document Transmittals – Master Submittal Register
6	Non-Disclosure Agreement -Example
7	Past Performance

INSTRUCTIONS FOR LABOR RATE PROPOSAL

- A. The Labor Rate Proposal is a Word Document that has Excel worksheets embedded in it. To use the Excel portion of the document, double-click on anywhere on the table. The Solicitation Labor Rate Proposal may be converted to a Subcontract Compensation Schedule if the Tank Operating Contractor (WRPS) makes an award.
- B. List the labor categories that will perform the subcontracted effort, along with their respective fully burdened hourly rates. Fully burdened labor rates include paid wages/salary (base rate), labor overhead (including fringe benefits), General and Administrative (G&A) expense, and profit.
- C. Provide adequate documentation for each fully burdened labor rate. For the base rate, provide wage rate verification in the form of payroll records or employment contract agreements. Indicate whether the basis for the proposed base rate is the current actual wage/salary rate of the individual, the current actual average of the proposed categories, or the current actual average of the proposed individuals within a category. For indirect rates (labor overhead and general and administrative expense) provide appropriate explanation. If the indirect rate is a Government approved rate (e.g., provisional, forward pricing, etc.) describe the nature of the agreement and provide a copy of the agreement. If the proposed indirect rate is not a Government approved rate, provide the method of computation and application of the indirect expense, including cost breakdown and showing trends and budgetary data to provide a basis for evaluation of the reasonableness of the proposed rates.
- D. If an escalation factor is used between the base year and option years, indicate the factor and methodology for applying same.
- E. If materials or other direct costs such as travel expenses are being proposed, attach a cost breakdown of these items. Certain indirect costs can be applicable to materials and other direct costs. However, profit is not allowed on any expenses except labor. If the accounting system includes material overhead or application of general and administrative expense to direct costs such as materials and travel expenses, show that in the cost breakdown and provide adequate documentation as instructed in B. above.
- F. This form can be modified to add additional labor categories and multiple pages may be used to show additional option years.

**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.

Authorized Offeror Representative

Date

EXHIBIT 3. PROPOSED LOWER-TIER SUBCONTRACTORS

Rev. 1

7/12/06

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

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

EXHIBIT 4. 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 5. MASTER SUBMITTAL REGISTER (MSR)

TOC MASTER SUBMITTAL REGISTER (MSR)										
1. MSR Number (COMPLETED BY DOCUMENT CONTROL)								2. REV: 0		
3. Requisition: 268143		4. Subcontract-Release No.: TBD		5. Purchase Order: N/A		6. Title: Spent/Failed LAW Melter Transport System Evaluation		7. Vendor Name: TBD		
8. Responsible Person: Dave Swanberg					9. Project No.: N/A			10. Date: TBD		

11. Submittal Number	12. Specification	13. SOW Section Number	14. Description	15. Purpose	16. Submittal Schedule	17. When Required	18. Date Submittal Due From Vendor	19. WRPS Turnaround		20. Number of Copies E / H
								External	Internal	
001	N/A	4.0	Rev 0A of Evaluation Report	APP	P	8-7-2014	8-7-2014	NA	7 days	4/0
002	N/A	4.0	WRPS Comments on Rev 0A Back to Subcontractor	APP	P	8-14-2014	NA	NA	9 days	4/0
003	N/A	4.0	Rev 0B Addressing Comments Back from Subcontractor	APP	P	8-22-2014	8-22-2014	7 days	NA	4/0
004	N/A	4.0	Discuss Final Resolution on Evaluation Report	APP	P	8-25-14	8-28-14	NA	4 days	4/0
005	N/A	4.0	Final Evaluation Report Due	APP	P	9-2-14	9-2-14	NA	NA	4/0

Purpose:

APP – Approval INF/REC – Information/Record

Submittal Schedule:

WP – With Proposal

PF – Prior to Fabrication

PS – Prior to Shipment

WS – With Shipment

I – Before Installation

P – Before Final Payment

U- Before Use

Media

E – Electronic

H – Hardcopy

NONDISCLOSURE AGREEMENT

ONE SYSTEM

This Nondisclosure Agreement (“Agreement”) is made and entered into by and among Washington River Protection Solutions LLC (“WRPS”), a Delaware limited liability company, Bechtel National, Inc. (“BNI”), a Nevada corporation, and URS Energy & Construction, Inc. (“URS”), an Ohio corporation. WRPS, BNI and URS are also referred to individually as a “Party”, collectively as the “Parties”, as the “Information Supplier” when providing information to another Party, and as the “Information Receiver” when receiving information from another Party.

The U. S. Department of Energy (“DOE”) has directed WRPS, under contract DE-AC27-08RV14800 (the “TOC Contract”), and BNI and its teaming subcontractor, URS, under contract DE-AC27-01RV14136, (the “WTP Project”) (collectively, the “Contractors”) to support the 2020 Vision One System for WTP Project Transition to Operations (“One System”). To execute this direction, WRPS and BNI are establishing a One System Organization that will begin the process of aligning plans and activities to support DOE-RPP’s key objectives for the One System. During the course of the communications pertaining to the One System it may be necessary for one or more of the Parties to provide its company confidential and proprietary business and technical information to one or more of the other Parties and each Party has a legitimate business interest in protecting its company confidential and proprietary information disclosed to another Party from further disclosure. To implement the DOE direction regarding One System, the Parties agree as follows:

In performing the One System activities for DOE, there is the potential for WRPS personnel to have access to BNI and/or URS company confidential (as defined in 18 U.S.C. Section 1905) or proprietary information, and for BNI and URS personnel to have access to WRPS company confidential (as defined in 18 U.S.C. Section 1905) or proprietary information, which information includes but is not limited to: employee information; proprietary cost and pricing data; technical data developed by BNI, URS or WRPS with which the developing company possesses rights; and proprietary business tools and procedures (“Information”).

The Information Receiver agrees to hold Information in confidence and to otherwise not release, disclose or disseminate Information contrary to the provisions of this Agreement for a period beginning on the date of this Agreement and lasting through and until three (3) years from the termination date of this Agreement. During the period under which the Information Receiver must hold Information in confidence, it shall apply such measures to prevent the disclosure, publication or dissemination of the Information as it utilizes to protect its own company confidential or proprietary information but no less than a reasonable degree of care.

WRPS, BNI and URS agree that, as an Information Receiver, this Information will be handled and protected on behalf of the Information Supplier in accordance with the terms of this Agreement, and that they will refrain from any unauthorized use or disclosure of this Information in accordance with the following conditions:

- A. Information provided by an Information Supplier to an Information Receiver, including Information provided via an eroom, iDOC search tool or other similar media, pertaining to, or for the purpose of supporting, One System tasks will be subject to this Agreement, and will be used solely in connection with One System purposes, and specifically will not be discussed, divulged or disclosed to any person unless such person is an employee or subcontractor employee of WRPS, BNI or URS on the TOC Contract or the WTP Project who has a need to know the Information, and who has signed a One System Personnel NDA.
- B. Information will not be copied in any manner excepting solely where such copies are necessary in connection with One System activities, with all such copies to be maintained in either BNI’s, WRPS’, One System, or DOE’s offices and destroyed, or returned to the Information Supplier, upon completion of such services.
- C. WRPS, BNI and URS shall ensure that all current and future personnel who have or may have access to information are made aware of the obligations under this Agreement and acknowledge their awareness via execution of the Attachment A One System Personnel NDA.

ONE SYSTEM

- D. Information Receivers shall not be liable for use or disclosure of any Information which:
- a) Is in the public domain at the time it is used or disclosed; or
 - b) Was previously known to the Information Receiver, as demonstrated by written documentation; or
 - c) Is used or disclosed with the prior written approval of the Information Supplier; or
 - d) Becomes known to the Information Receiver from a source other than the Information Supplier under conditions not requiring obligations of confidentiality; or

Additionally, an Information Receiver shall not be liable to an Information Supplier under this Agreement for its disclosure of Information where it is disclosed under legal compulsion (in which event it is agreed that the Information Receiver will provide the Information Supplier with prompt notice of any such request and afford the Information Supplier the opportunity to seek appropriate protective orders).

- E. WRPS, BNI and URS recognize that DOE OOU and ECI are subject to special handling requirements. WRPS, BNI and URS shall ensure that all current and future personnel who have or may have access to DOE OOU and/or ECI documents are made aware of and agree to abide by the applicable DOE handling requirements for Controlled Use documents including but not limited to the following:
- OOU and ECI locked/secured when not in use
 - OOU and ECI clearly marked with restrictive legend
 - ECI shared only in hard copy, not electronically, and restricted from use/handling by Foreign Nationals
- F. The Contractors do not grant permission for One System personnel to review any cost information that would reveal or describe the makeup of direct labor rates, payroll additive overhead and G&A pools.
- G. Each Contractor will provide to the others copies of signed One System Personnel NDAs, and will be responsible for any breach of this Agreement by its respective employees and subcontractor employees.
- H. Each Contractor acknowledges that breach of this agreement would cause harm to the other, which harm is difficult to estimate and that, in addition to other rights and remedies, each Contractor shall be entitled to seek injunctive relief and specific performance.
- I. This Nondisclosure Agreement shall be governed by applicable Federal law and the laws of the State of Washington, and venue for any action brought hereunder shall be within a court of competent jurisdiction in the State of Washington.
- J. Absent the advance written permission of the Information Supplier, and subject to its terms, the Information Receiver shall not release, disclose or disseminate Information to third-parties.
- K. This Agreement shall be in effect for a period of ten (10) years from its effective date unless sooner terminated by a Party upon providing the other Party with thirty (30) days advance written notice. This Agreement may be extended by the mutual agreement of the Parties.
- L. No Party to this Agreement shall be liable to another, whether in contract, warranty, tort (including negligence or strict liability) or otherwise, for (i) any special, indirect, incidental or consequential damages of any kind or nature whatsoever; or (ii) provided it pursues all reasonable steps to mitigate negative impacts, for any failures to perform its Agreement obligations due to reasons beyond such Party's control and absent its fault.

The undersigned Parties agree to the terms of this Nondisclosure Agreement.

ONE SYSTEM

Authorized WRPS Company Official

Authorized WRPS

Company Official: BRIAN R THOMAS VICE PRESIDENT Brian R Thomas 07/12/12
Print/Type Name *Title* *Signature* *Date*

Authorized BNI Company Official

Authorized BNI

Company Official: Franco M Busso Project Director [Signature] 7/2/12
Print/Type Name *Title* *Signature* *Date*

Authorized URS Company Official

Authorized URS

Company Official: William W Gaym Asst. Proj. Director [Signature] 7/5/2012
Print/Type Name *Title* *Signature* *Date*

Distribution:

Originals: BNI Legal Department [Wanda Nugent (MS14-2A) or send via email pdf]
 WRPS Procurement Services Department [Margi Perchetti (MSIN H3-20) or send via email pdf]
 Copies to: Responsible Functional Manager

EXAMPLE

ONE SYSTEM

One System Personnel Nondisclosure Agreement (NDA)

I have been assigned by my employer to participate in the the 2020 Vision One System for WTP Project Transition to Operations ("One System"). One System is a joint effort of Washington River Protection Solutions ("WRPS") on the one hand and Bechtel National, Inc. ("BNI") and its integrated subcontractor URS Energy & Construction, Inc. ("URS") on the other hand (WRPS, BNI and URS also referred to individually as a "Party" and jointly as the "Parties").

In the Nondisclosure Agreement ("Agreement"), attached, signed by the Parties for One System, each of the Parties has agreed to protect company confidential or proprietary information ("Information"), as defined in, and regulated under, the Agreement, from disclosure or use except as authorized under the Agreement.

With regard to any Information I access which has been provided from another Party in furtherance of the Agreement, I agree to:

- (i) use such Information only for One System efforts;
- (ii) treat such Information as confidential, and
- M. (iii) not discuss, divulge or disclose the Information to any person, except employees or subcontractor employees of WRPS, BNI or URS who are employed on the TOC Contract or the WTP Project, have a need to know the Information in furtherance of the One System, and have signed a One System Personnel NDA.

DO NOT SIGN

Name (Printed)

Signature

Date

Title

Company

Distribution:

- Originals: BNI Legal Department [Wanda Nugent (MS14-2A) or send via email pdf]
- WRPS Procurement Services Department [Margi Perchetti (MSIN H3-20) or send via email pdf]
- Copies to: Responsible Functional Manager

EXHIBIT 7. 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 <hr/> OFFEROR <i>(Signature of person authorized to sign)</i>	NAME OF SIGNER
	TITLE OF SIGNER
	DATE

7. **Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:
Ricky Franzen, Procurement Specialist
J. M. Robinson, Manager, Procurement

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 **Document Transmittals – Master Submittal Register (MSR)**

The SUBCONTRACTOR shall utilize the BUYER's document transmittal system for the exchange of data and information during the performance of Work under this Subcontract. Submittals indicated herein are documents that must be received and/or approved by BUYER prior to final acceptance of the work.

Master Submittal Register (MSR) Form A-6005-317 is included as an attachment to the Subcontract and identifies the required SUBCONTRACTOR submittals. SUBCONTRACTOR information shall be transmitted using TOC Incoming Letter of Transmittal (form A-6005-315) to the address indicated therein.

Submittals may be transmitted electronically to TOCVND@rl.gov or a BUYER designated File Transfer Protocol (FTP) site. For electronic transmittals, all transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description. Document submissions shall **not** include password protected files.

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	6/9/14
2	Preliminary Hazard Analysis 31	N/A	12/29/10
3	Compensation Schedule	TBD	TBD
4	General Provisions	3	6/21/11
5	Supplemental Provisions –Firm Fixed Price Contract Type	2	10/31/12
6	Master Submittal Register (MSR)	0	TBD
7	TOC Incoming Letter of Transmittal (Form A-6005-315)	7	N/A
8	Request for Information (Form A-6003-417)	7	N/A

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

Name

Date

Title

Ricky Franzen

Date

Phone: () -

Procurement Specialist

Phone: (509) 373-7141