



September 24, 2014

2DB00-MLR-014-004

Dear Prospective Offeror:

SOLICITATION NUMBER 271650 “EXTERNAL ISSUES MANAGEMENT SERVICES”

Washington River Protection Solutions, LLC (WRPS) requests proposals for External Issues Management Services. 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 October 13, 2014 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Mari Roden
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 Blanket Master Agreement to provide External Issues Management Services. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 Small Business Set Aside

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

1.2 Buyer Not Obligated – Irregularities and Notifications

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

1.3 Solicitation Amendments

The Procurement Specialist may issue one or more amendments to the solicitation to make changes or to clarify matters 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 or fax 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 1 copy 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 fax or e-mail transmittal document.

2.1 Deadline

The proposal is due by 2:00 p.m. on October 13, 2014.

2.2 Identification and Delivery

Procurement Specialist Contact Information:

Name: Mari L. Roden
Phone Number: (509) 376-4489
Email Address: Mari_L_Roden@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 requires that each prospective Offeror notify the procurement specialist by email no later than October 3, 2014 whether the Offeror intends to submit a proposal in response to this solicitation. The Offeror may transmit the notification to the Procurement Specialist via e-mail.

2.5 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than October 6, 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 intends to award one subcontract as a result of this solicitation. Award will be made to the Offeror whose proposal contains the combination of those criteria offering the best overall value to WRPS and the Government. This evaluation 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." This will be determined by comparing differences in the value of technical and management features with differences in price to WRPS.

Subcontract award may be made on the initial offers received, without discussions. Therefore, initial proposals should contain the Offeror's best price and technical terms.

There will be no public opening of proposals. Offerors will be advised when source selection has been made.

3.1 Evaluation Criteria

WRPS will award this procurement to the responsible Offeror whose offer conforms to the requirements of this solicitation and provides the most advantageous technical and cost proposal to WRPS and the Government. The following evaluation criteria form the basis by which each Offeror's proposal is to be evaluated.

Listed below are the factors that will be used in determining award. For evaluation purposes, the combined Technical/Management Evaluation Criteria is weighted 70% out of a maximum 100%. The Personnel Qualifications evaluation criterion is assigned the highest level of significance, followed closely by Company Experience. The Project Management Approach criterion is assigned a lower level of significance.

3.1.1 Technical/Management Evaluation Criteria

1. *Company Experience* – This factor refers to the organization of the Offeror and its prior record of performing advisory and assistance services for projects similar in size and complexity in the subject areas identified in the statement of work. Successful support performed at Hanford or at other DOE sites using the personnel identified in the proposal will be evaluated more positively.
2. *Personnel Qualifications* – This factor refers to the competency, related experience, availability, and pertinent education of the management and technical and subject matter expert personnel including the extent and breadth of experience that the Offeror's personnel has in performing the technical segments/aspects of the work .
3. *Project Management Approach* - This factor refers to the Offeror's approach for managing tasks assigned under the Blanket Master Agreement including assigning and mobilizing the proper resources, identifying key inputs/outputs, and planning, scheduling, and executing activities.

3.2 Price Evaluation Criteria

The lowest proposed price to WRPS will be considered most favorable based upon a total composite rate calculation derived from the Offeror's price proposal. The proposed price to WRPS for each Offeror will be compared to the lowest proposed price and considered less favorable by an amount proportionate to the ratio derived from that comparison.

3.3 Evaluation of Options

Except when it is determined not to be in WRPS's best interests, WRPS will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate WRPS to exercise the options(s).

WRPS may reject an offer as nonresponsive if it is materially unbalanced when it is based on prices significantly less for some work and prices which are significantly overstated for other work.

4.0 Proposal Instructions

4.1 General Proposal Requirements

Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal, Quality Assurance Program Manual, and the Business and Price Proposal.

4.1.1 Volume I – Technical Proposal

Technical Proposals shall not exceed fifteen (15) pages in total length (excluding resumes). The evaluation criteria identified in Section 3 will be used to determine the Offeror's understanding of the work to be performed, the Offeror's qualifications to perform this work, and the acceptability of the proposed technical and management approach.

In order that the proposal be evaluated strictly on the merit of the technical and management material submitted, no contractual cost or pricing information shall be included in this volume of the proposal.

The proposal shall describe the proposed technical and management approach in sufficient detail to ensure that the requirements of the Statement of Work (SOW) are met. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

4.1.1.1 Company Experience

The Offeror shall discuss the Offeror's prior record, including any proposed subcontractors, in performing advisory and assistance services similar in size, content, and complexity to those required in this solicitation. Specific emphasis shall be placed on previous projects where the Offeror was a managed-task subcontractor providing advisory and assistance services in a highly regulated technical environment similar to

Hanford. The Offeror should demonstrate in this section that they have access to a broad array of experts who can be quickly engaged on a case-by-case basis when needed to address an issue.

The Offeror should specifically address the role any of the proposed key personnel played in the successful execution of the projects described in this section.

4.1.1.2 Personnel Qualifications

The Offeror shall identify the key personnel proposed to manage and/or perform the technical segments/aspects of the work. The Offeror shall provide a listing of its proposed team with key personnel and their functional assignments identified. In addition, the Offeror shall provide a discussion of the established lines of authority, responsibility, and communication.

4.1.1.3 Resumes

Résumés shall be provided for all key personnel. The résumés must clearly describe the individual's education (level, major, and year degree received), the experience (general and relevant work experience), and professional credentials (including professional publications and memberships). The Offeror shall focus its efforts in providing information of personnel that are proposed as Subject Matter Experts and Senior Management Consultants.

4.1.1.4 Project Management Approach

The Offeror shall discuss and demonstrate how its approach and ability to plan, organize, manage and integrate resources and activities will ensure successful accomplishment of tasks assigned under the Blanket Master Agreement. Include in this discussion the management objectives and techniques that demonstrate how the management and technical requirements will be met. It should also demonstrate the Offeror has sufficient resources to accomplish task activities and has the capabilities to efficiently and effectively allocate and direct these resources. The Offeror shall include a discussion on the controls that will be used to ensure timely and quality performance from subcontractors.

4.1.2 Volume II – Business and Price Proposal

This Volume shall contain the following documents as required below:

4.1.2.1 Compensation Schedules

The Offeror shall insert fully burdened labor rates as indicated in the Labor Rate Price Schedule(s) (Exhibit 1).

A fully burdened labor rate is defined as an hourly rate inclusive of wage or salary rate, fringe, all applicable overhead(s), taxes and profit.

The Offeror must propose one labor rate for each of the specified labor sub-categories listed on the Compensation Schedule (Labor Rate Price Schedule – Exhibit 1). In the event that the Offeror does not submit a labor rate, WRPS may consider the Offeror non-responsive to the requirements of the Solicitation.

WRPS anticipates an estimated expenditure of \$500,000 for FY 15 support work. It is expected that this level of effort will remain constant throughout the term of the subcontract including the option periods. The estimated distribution of hours among the labor categories is as follows:

- Subject Matter Expert 40%
- Sr. Mgt. Consultant 35%
- Mgt. Consultant 10%
- Technical Editor 5%
- Administrative Support 10%

Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

4.1.2.2 General & Administrative (G&A) Overhead

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

Also address what ODCs the G&A will apply to (e.g. Travel, Subcontractors, etc.) and whether Washington State Business and Occupational taxes are covered in the fully burdened labor rates or will be billed as a separate line item

4.1.2.3 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 Industry Classification 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.

4.1.2.4 Timekeeping System

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

4.1.2.5 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:

- Organizational Conflict of Interest Disclosure (Exhibit 2)
- Past Performance Form (Exhibit 3)
- Agreement Exceptions (Exhibit 4).
- Vendor ESH&Q Requirements Questionnaire. (Exhibit 5).

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. Interpretations established by Offeror to any part of this Solicitation may be considered an exception.

4.2.1 Exceptions to Technical Requirements and Other Terms and Conditions

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

4.3 Proposal Validity Period

Offeror's proposal shall remain firm for 60 days after the proposal due date.

5.0 Notices

5.1 Identification of Proprietary Data

If the Offeror submits any data which it considers proprietary data as part of its proposal, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered to be proprietary.

5.2 Certified Cost or Pricing Data

Offeror is not required to provide certified cost or pricing data with the proposal. However, the Offeror may be required to provide certified cost or pricing data prior to award if WRPS cannot determine that the acquisition is exempt from the requirements of PL 87-653 (Truth in Negotiations Act).

5.3 Financial Capability Determination Information

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

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

The Buyer has determined that North American Industry Classification System (NAICS) Code 541618 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is \$15,000,000.00.

5.5 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 Price Schedule
2	Organizational Conflict of Interest Disclosure
3	Past Performance Data Form
4	Agreement Exceptions
5	Vendor ESH&Q Requirements Questionnaire

EXHIBIT 1. LABOR RATE PRICE SCHEDULE

Labor Category/Name	Contract Award thru 09/30/2015 Hourly Labor Rate	Option Year 1 10/01/2015 thru 09/30/2016 Hourly Labor Rate	Option Year 2 10/01/2016 thru 09/30/2017 Hourly Labor Rate	Option Year 3 10/01/2017 thru 09/30/2018 Hourly Labor Rate
Subject Matter Expert	\$	\$	\$	\$
Sr. Mgt. Consultant	\$	\$	\$	\$
Mgt. Consultant	\$	\$	\$	\$
Tech. Editor	\$	\$	\$	\$
Admin. Support	\$	\$	\$	\$

Instructions: The Offeror shall provide a list of fully burdened labor rates of individuals/labor categories that the Offeror intends to utilize in performance of the Statement of Work. A fully burdened labor rate is defined as an hourly rate inclusive of wage or salary rate, fringe, all applicable overhead(s), taxes and profit. The Offeror must propose one labor rate for each year of the specified labor sub-categories listed. In the event that the Offeror does not submit a labor rate, WRPS may consider the Offeror non-responsive to the requirements of the Solicitation

**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. 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 CONTACTNAME TELEPHONE NO.	CONTRACTNO. CONTRACTDATE	START DATE END DATE CONTRACTVALUE	CONTRACT TERMINATED? <i>(Y/N) Explain in attachment</i>

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

EXHIBIT 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. VENDOR ESH&Q QUESTIONNAIRE

Subcontractor Name:

Subcontractor Address:

City: State: Zip:

Subcontractor Point of Contact:

Email:

All contractors working on the Hanford Site are expected to safely perform in a quality manner while protecting worker health and the environment. Please answer the following questions about how your company implements ESH&Q.

#	Question
1.	Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2.	Are your employees trained and equipped to perform their assigned work? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3.	Do you have an established orientation program for new hires that includes ESH&Q? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4.	Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5.	Are company ESH&Q records adequately and properly maintained? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6.	Are accidents/incidents investigated promptly and reports generated? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7.	If the investigation discovers inadequacies in either the work process or the policies and procedures, are the appropriate processes in place to avert the accident/incident in the future and are personnel provided proper training? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8.	Are hazards identified and appropriate measures taken to ensure that personnel and equipment are adequately protected as a result of identified hazards. Yes: <input type="checkbox"/> No: <input type="checkbox"/>
9.	Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal?

	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
10.	Is the frequency of ESH&Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work based on the scope of work and commensurate with the work hazards? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
11.	Are ESH&Q inspections/audits conducted to evaluate the effectiveness of your program? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
12.	Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your EMR?
13.	Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your Recordable Case rate?
14.	Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
15.	Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
16.	Does your company have an established, written Hazard Communication Program? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
17.	Does your company have a system within the Hazard Communication Program to maintain Material Safety Data Sheets (MSDS)? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18.	Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19.	Has your company been fined for Nuclear Regulatory Commission or agreement state non-compliance during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/>

PART C – MODEL SUBCONTRACT

Subcontract No. TBD	Effective Date: 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: External Issues Management Services
2. **Period of Performance:** The Blanket Master Agreement period of performance is specified as:
 - Base Period: Date of Award through September 30, 2015
 - Option Year 1: October 1, 2015 through September 30, 2016
 - Option Year 2: October 1, 2016 through September 30, 2017
 - Option Year 3: October 1, 2017 through September 30, 2018
3. **Contract Type:** Blanket Master Agreement
4. **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 in the attached Compensation Schedule consistent with the payment provisions of this Subcontract.
5. **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.
6. **Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:
 - M. L. Roden, Procurement Specialist
 - J. M. Robinson, Manager, Procurement Services

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

Name: TBD

Phone: TBD

Mail Stop: TBD

8. Special Provisions

8.1 Negotiated Exceptions to General Provisions

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

TBD

8.2 Subcontract Release Procedure

WRPS may request work to be performed by the SUBCONTRACTOR under the BMA as separate Subcontract Releases using the following process:

1. The Procurement Specialist will provide a work scope to the Subcontractor soliciting a proposal for the effort to be performed and schedule of performance.
2. The Subcontractor shall respond within five working days or such longer period as the Buyer may authorize in the Solicitation. Subcontractor's proposal shall typically include a brief work plan, contract price breakdown detailing, at a minimum, the individuals performing the work, their number of hours proposed, labor rates, materials, travel, and Other Direct Costs associated with performance of the work.
3. If the Proposal is acceptable to the Buyer, a Subcontract Release to perform the work may be issued in accordance with the terms of this Subcontract. Each Release shall be numbered or identified.
4. The Subcontractor shall not begin work on any Release or Release Revision prior to receipt of written authorization to proceed from the Buyer's authorized individual.

8.3 Subcontract Release Ceiling Price

A ceiling price shall be specified in each individual Subcontract Release. WRPS shall not be obligated to pay the SUBCONTRACTOR any amount in excess of the individual Subcontract Release ceiling price, and SUBCONTRACTOR shall not be obligated to continue performance if to do so would exceed the Subcontract Release ceiling price, unless and until WRPS has issued a Subcontract Release amendment increasing the ceiling price.

8.4 Option to Extend the Term of the Subcontract

This Subcontract includes the option(s) to extend the term identified herein. The total period of performance of the Subcontract includes the base period plus the optional period(s) exercised by WRPS. WRPS will exercise the option(s) by providing written notice to the SUBCONTRACTOR prior to expiration of the current effective period.

Option 1 – October 1, 2015 through September 30, 2016

Option 2 – October 1, 2016 through September 30, 2017

Option 3: October 1, 2017 through September 30, 2018

8.5 Key Personnel

Subcontractor agrees those individuals, assigned to each Release, will not be reassigned without the written agreement of WRPS. Whenever, for any reason, one or more of these individuals are unavailable for assignment for work under this Subcontract, the Subcontractor, with the approval of WRPS, shall replace such individual with a fully qualified individual. In the event that Subcontractor individuals are reassigned prior to completion of a Release, through no fault of WRPS, the cost of any WRPS administered training and Subcontractor labor charges for replacement of Subcontractor individuals shall be the sole responsibility of the Subcontractor.

Individuals determined to be key personnel assigned to the performance of work will be named in each Release.

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

(1) 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.

(2) The Subcontractor shall inform its employees in writing, in the predominant language 2of 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.

(3) The Subcontractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

8.7 Task Orders Issued by Other DOE Prime Contractors

Any DOE Prime Contractor performing environmental cleanup services for DOE is authorized to use the terms and conditions of this BMA and place task orders as

subcontracts in accordance with FAR Part 44 and the terms of the prime contract between the DOE and the Prime Contractor for services described in Article I directly with the Subcontractor as provided herein:

(1) To be performed at a DOE site,

(2) that is within scope of this BMA,

(3) is consistent with all of the terms and conditions of the BMA except for those clauses/provisions that have been identified as peculiar to the Government procurement (disputes resolution, prompt payment, and payment by electronic funds transfer), as well as specific provisions that may be applicable to work performed on a particular DOE site. These provisions will be identified and addressed in the specific order (subcontract) issued by the DOE Prime Contractor.

(4) Provided that the Prime Contractor has specifically received authorization from WRPS in writing, the placement of such task orders/subcontracts using the same terms and conditions of this BMA. Before providing such approval, the DOE Prime Contractor, shall have coordinated with WRPS and obtained approval to use this BMA's identical terms and conditions except as specifically set forth in this clause.

WRPS shall not be liable under this BMA for any subcontracts/task orders entered into by such DOE Prime Contractors. The DOE Prime Contractor and the Subcontractor shall execute a separately signed subcontract document that incorporates the terms and conditions of this Blanket Master Agreement.

8.8 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. 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	8/5/2014
2	Compensation Schedule	-	TBD
3	General Provisions	3	6/21/2011
4	Supplemental Provisions – T&M/Labor Hour Contract Type	2	10/30/2012
5	On-Site Work Provisions	2	3/25/2011

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 – Example Only

Name
Title
Phone: () -

Date

Mari L. Roden
Procurement Specialist
Phone: (509) 376-4489

Date