~~July 9, 2015~~July 13, 2015 2DB00-RLF-15-006

Dear Potential Offeror:

SOLICITATION NUMBER 279556 "Full-Scale Ion Exchange Column Test and Engineering Scale Integrated Test for the LAWPS"

Washington River Protection Solutions, LLC (WRPS) requests proposals for *Full-Scale Ion Exchange Column Test and Engineering Scale Integrated Test for the LAWPS*. 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 August 10, 2015 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Ricky Franzen

Ricky Franzen,
Procurement Specialist

Attachment

SOLICITATION 279556

CONTENTS

PART A – SOLICITATION 3
1.0 Introduction 3
1.1 Buyer Not Obligated – Irregularities and Notifications 3
1.2 Solicitation Amendments 3
2.0 Proposal Submittal 3
2.1 Deadline 4
2.2 Identification and Delivery 4
2.3 Withdrawal 4
2.4 Pre-Proposal Conference 4
2.5 Questions/Comments Regarding the Solicitation 4
2.6 Notification of Intent to Propose 5
2.7 Solicitation Amendments 5
3.0 Basis for Award 5
3.1 Evaluation Criteria 5
3.2 Qualification Standards 6
3.3 Tradeoff Selection Process 6
3.4 Price Evaluation Criteria 6
4.0 Proposal Instructions 7
4.1 General Proposal Requirements 7
4.2 Acceptance of Terms and Conditions 10
4.3 Proposal Validity Period 11
4.4 Document Transmittal – Master Submittal Register 11
5.0 Notices 11
5.1 Financial Capability Determination Information 11
5.2 Availability of Funds 11
5.3 North American Industry Classification System (NAICS) Code and Size Standard 11
5.4 Government-Furnished or Acquired Property 12
5.5 Employment Eligibility Verification (E-Verify) 12
PART B – SOLICITATION EXHIBITS 13
EXHIBIT 1.T&M/LH PRICE PROPOSAL FORM 14
EXHIBIT 2.ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE 16
EXHIBIT 3.PAST PERFORMANCE 18
EXHIBIT 4.PROPOSED LOWER-TIER SUBCONTRACTORS 19
EXHIBIT 5.PROPERTY MANAGEMENT SYSTEM VERIFICATION CHECKLIST 20
EXHIBIT 6.AGREEMENT EXCEPTIONS 22
PART C – MODEL SUBCONTRACT 23

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 Time and Material type of subcontract to provide *Full-Scale Ion Exchange Column Test and Engineering Scale Integrated Test for the LAWPS.* 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 1 copy via U.S. Postal Service or delivery service on 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 August 10, 2015.

2.2 Identification and Delivery

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

Response to Solicitation No. 279556
Ricky L. Franzen, MSIN B8-07
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

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 2440 Stevens, Richland WA on ~~Monday~~ Tuesday July 21, 2015 from 8:00am – 10:00am in conference room 1305A. **This is a badged facility so please bring 2 forms of photo identification if you do not already have a Hanford badge**. WRPS requests that each prospective Offeror notify the procurement specialist by email no later than July 15, 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.

Due to the technical complexity of this solicitation, attendance by your company at the pre-proposal conference is mandatory in order for a proposal from your company to be considered.

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 July 27, 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.

2.6 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the procurement specialist by email no later than August 5, 2015 whether the Offeror intends to submit a proposal in response to this Solicitation.

2.7 Solicitation Amendments

The Procurement Specialist may issue an amendment 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. The Offeror shall acknowledge receipt of any amendment to this Solicitation by stating in the proposal that the Offeror received the amendment and considered the amendment in formulating the proposal.

3.0 Basis for Award

Award shall be made to the Offeror whose proposal contains the combination of those criteria offering the best overall value to WRPS and the Government. 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.

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 *Innovative Alternative* is assigned the highest level of significance, followed by *Technical Comprehension*. The *Past Experience/Work Experience* and *Technical Facilities* criteria are assigned a lower level of significance.

3.2 Qualification Standards

It is WRPS's policy to offer the opportunity to compete for its procurements as broadly as is consistent with the nature of each procurement. However, in view of the distinctive characteristics of WRPS programs, those potential Offerors that do not possess the minimum qualifications and resources necessary to perform the proposed work should not be encouraged to incur proposal and other expenses involved in the competitive submissions. Therefore, WRPS has established the following Qualification Standards that must be fully met in order for an Offeror to be considered for award. Offerors who do not possess the minimum qualifications identified below will be considered non-responsive and their proposals will not be evaluated;

3.2.1 The Offeror shall have a documented and implemented quality assurance program which is consistent with the applicable criteria of ASME NQA-1 requirements as described in the Statement of Work.

3.2.2 Offer shall demonstrate they have a facility capable of supporting full-scale ion exchange testing.

3.3 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.

3.4 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.

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

Technical Proposals shall not exceed 20 (twenty) 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 for the proposal to 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.

1. Innovative Alternative
   a. Offer submitted an acceptable alternative cesium ion exchange column design based on the following criteria:
      i. Alternative design uses sRF resin as the ion exchanged media.
      ii. Prior-demonstrated use in a similar and relevant application and environment.
      iii. Alternative design fully addresses and implements hazards and control strategy described in SOW Section 3.4, "Safety-In-Design", or proposes an applicable alternate hazard control solution that has been successfully implemented in a similar and relevant environment within the U.S. Department of Energy complex or other established commercial nuclear project.
      iv. Offers a viable alternative to the baseline ion exchange column design using sRF.
      v. Simplifies the overall cesium ion exchange design (process design, mechanical design, safety-in-design) approach for the LAWPS.
      vi. Improved process system availability, reliability, maintainability.

   b. Offer submitted an acceptable alternative filtration approach based on the following criteria:

i. Offers a viable alternative to cross flow filtration for low solids filtration.
ii. Prior-demonstrated use in a similar and relevant application and environment.
iii. Alternative simplifies the design.
iv. Improves process system availability, reliability, maintainability.

c. Other acceptable and innovative approach to test process equipment or test design based on the following criteria.
   i. Offers a viable alternative to an established approach.
   ii. Prior-demonstrated use in a similar and relevant application and environment.
   iii. Alternative simplifies the design.
   iv. Improves process system availability, reliability, maintainability.

2. Technical Comprehension
   a. Description and approach for a full-scale cesium ion exchange column test using prototype equipment in accordance with the statement of work and test specification requirements.
   b. Description and approach for a 1/9th scale integrated test using prototype equipment in accordance with the statement of work and test specification requirements.

3. Past Experience/Work Experience
   a. Demonstrated past company experience related to similar, relevant testing work in ion exchange and cross flow filtration.
   b. Offeror's key personnel have the qualifications and experience related to similar, relevant testing work in ion exchange and cross flow filtration.
   c. Managed similar testing work scope including protocol for rigorous test sampling and test sampling analysis that demonstrates proven sampling methods, control and monitoring sampling process variables, chain of custody and demonstrated success using qualified analytical vendors.
   d. Key personnel. Attach résumés of key personnel.

4. Technical Facilities

   Description of facility features sufficient to support full-scale ion exchange testing and engineering-scale integrated tests such as building access, floor space, building height, available building cranes, availability of material handling equipment, environmental controls, electrical service, water, lighting, etc.

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 link to the current Department of Labor Wage Rate Determination is included with Item 10 of the Model Subcontract (Part C of this Solicitation). The SCA wage rate determination will be incorporated into any resultant subcontract.

4.1.2.1 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 Quality Assurance Program Manual

The Offeror shall submit one uncontrolled copy of their Quality Assurance (QA) program. The Offeror shall address how the Offeror's QA Program meets the requirements included in the SOW. If the Offeror's manual has been previously approved by WRPS, the manual shall be updated to make it current and resubmitted to WRPS with the proposal. If the manual has not changed since its previous approval by WRPS, a statement to this effect shall be submitted with the proposal.

4.1.4 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 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.

4.1.5 Small Business Subcontracting Plan

Include a Small Business Subcontracting Plan with the proposal if the proposed amount is more than $650,000 and Offeror is not considered a small business per the size standard shown in the Representations and Certifications. The Plan should contain the information specified and be in the format described in the Federal Acquisition Regulation (FAR Clause 52.219-9, Small Business Subcontracting Plan).

4.1.6 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:

- T&M/LH Price Proposal Form (Exhibit 1).
- Organizational Conflict of Interest Disclosure (Exhibit 2).
- Past Performance Data Form (Exhibit 3).
- Proposed Lower-Tier Subcontractors (Exhibit 4).
- Property Management System Verification Checklist (Exhibit 5).
- Agreement Exceptions (Exhibit 6).

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 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.

5.2 Availability of Funds

Funds are not presently available for this Subcontract. WRPS's obligation under this Subcontract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of WRPS for any payment may arise until funds are made available to WRPS for this Subcontract and until WRPS receives notice of such availability, to be confirmed in writing by WRPS.

5.3 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.

5.4 Government-Furnished or Acquired Property

The General Provision article entitled "Management of Subcontractor-Held Government-Owned Property" will apply to any resulting subcontract. Any Government-owned property transferred to the Subcontractor is listed in the Statement of Work. The Offeror's proposal must indicate whether or not its property management system meets all of the criteria listed in the Property Management System Verification Checklist (Part B – Solicitation Exhibits). If so, submit a copy of the Government-provided property system approval letter with the proposal. If the Offeror's property system does not meet all criteria, by submission of this proposal, the Offeror agrees to cooperate with a WRPS/Government review of its property system to ensure system compliance.

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	T&M/LH Price Proposal Form
2	Organizational Conflict of Interest Disclosure
3	Past Performance Data Form
4	Proposed Lower-Tier Subcontractors
5	Property Management System Verification Checklist
6	Agreement Exceptions

EXHIBIT 1.T&M/LH PRICE PROPOSAL FORM

LABOR				
Line	**Description**	**Est. Hours**	**Fully Burdened Rate**	**Total**
1				$ -
2				$ -
3				$ -
4				$ -
5				$ -
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
			Labor Subtotal	$ -

OTHER DIRECT COSTS (ODC's)				
Line	**Description**	**Qty.**	**Unit Rate**	**Total**
1				$ -
2				$ -
3				$ -
4				$ -
5				$ -
6				$ -
			Applicable Sales Tax	$ -
			ODC Subtotal	$ -

GRAND TOTAL **$ -**

INSTRUCTIONS FOR COMPLETING THE PRICE PROPOSAL FORM

A. The Compensation Schedule is a Word Document that has Excel worksheets embedded in it. To use the Excel portion of the document, double-click on any of the grayed areas. The Solicitation Compensation Schedule may be converted to a Subcontract Compensation Schedule if the Tank Operating Contractor (WRPS) makes an award.

B. Under "Labor," enter the proposed names or labor categories as well as the estimated hours, and fully burdened rates. Lines in the spreadsheet can be added or deleted as needed. The totals are automatically computed.

C. Under "Other Direct Costs," include any proposed costs as described in Article 1.2 of the Supplemental Provisions – Time & Material/Labor Hour Contract Type. Proposed subcontractor labor is to be specified in this section to include name or labor category, estimated hours, unit rate, and proposed total. Also, include any proposed travel in sufficient detail to allow WRPS to evaluate and determine that proposed costs are consistent with the Federal Travel Regulations.

D. 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 this Compensation Schedule, any such tax applicable to any goods/service payable by WRPS.

E. This form may 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.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*

NAME AND ADDRESS OF OFFEROR	**NAME OF SIGNER**
	TITLE OF SIGNER
OFFEROR *(Signature of person authorized to sign)*	**DATE**

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.

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
	TITLE OF SIGNER
OFFEROR *(Signature of person authorized to sign)*	DATE

EXHIBIT 5.PROPERTY MANAGEMENT SYSTEM VERIFICATION CHECKLIST

Rev. 0 8/16/05

A/UA[1]	CRITERIA	REVIEWER COMMENTS
	1. Do you have an approved Property Management Program Plan in place?	
	2. Is there a tracking system in place to cover the acquisition through final disposition? a. Procurement b. Receiving c. Storage d. Movement e. Final disposition	
	3. Are procedures in place to give appropriate guidance and direction?	
	4. Is receiving documented adequately?	
	5. Is the property identified/marked as required?	
	6. Are the property records handled in accordance with the requirements and record schedules?	
	7. Does the property have adequate protection, if necessary, from the elements?	
	8. Are safeguards in place with regard to waste, loss, unauthorized use and misappropriation?	

[1] A = Acceptable UA = Unacceptable

A/UA[1]	CRITERIA	REVIEWER COMMENTS
	9. Is there a procedure in place that covers retirement of property, idle equipment, loss, damage, destruction, excess and disposal?	
	10. Is there a maintenance schedule in effect, if necessary, for those items needing preventative maintenance or special handling while being stored?	
	11. Is there a procedure in place that covers physical inventories?	
	12. Are property management reports to WRPS being generated according to requirements and the contract?	
	13. Are expense items being accounted for and tracked adequately (those items not having a lifespan/shelf-life of more than 2 years)	
	14. Are controls or a plan in place to ensure the ease of transition to WRPS at project closure (data is available in a form to mirror the requirements of the Hanford Property Management System needs)?[2]	

[1] A = Acceptable UA = Unacceptable

[2] Minimum Data Requirements: Equipment ID No., Common Name, Make, Model, Serial Number, P.O. or P-Card Log Number, Acquisition Date, Cost, End User Name with HID Number, Organization Code, Location of Equipment.

EXHIBIT 6.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 *(Signature of person authorized to sign)*	**DATE**

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: Full-Scale Ion Exchange Column Test and Engineering Scale Integrated Test for the LAWPS
2. **Period of Performance:** The Subcontract period of performance is specified as: TBD
3. **Contract Type:** Time and Materials
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 in the attached Compensation Schedule consistent with the payment provisions of this Subcontract.
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

   Karyn Kost, Senior Procurement Specialist

   T.R. Hensyel, Manager, Procurement - Services
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. TBD

2. TBD

9.2 Subcontracting Plan

The SUBCONTRACTOR's Subcontracting Plan dated Insert Date is hereby incorporated into and made a part of this Subcontract. Failure of the SUBCONTRACTOR to comply in good faith with the WRPS approved Subcontracting Plan shall be considered a breach of this Subcontract and shall be a basis for terminating this Subcontract. During the period of performance of this Subcontract, the SUBCONTRACTOR shall submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with FAR 52.219-9 of this Subcontract using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov . Subcontractor ISR/SSR in eSRS shall be submitted to the attention of Mari Bergstrom, WRPS Small Business Program Manager, at Janelle_C_Easter@rl.gov.

9.3 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>

9.4 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 Subcontractor Code of Business Ethics and Conduct

(a) *Definition*. As used in this clause--

"Agent" means any individual, including a director, an officer, an employee, or an independent SUBCONTRACTOR, authorized to act on behalf of the organization.

"Full cooperation"—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any SUBCONTRACTOR rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A SUBCONTRACTOR to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the SUBCONTRACTOR, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a SUBCONTRACTOR from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

"Subcontract" means any contract entered into by a sub-tier Subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Sub-tier Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime SUBCONTRACTOR or another sub-tier Subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after Subcontract award, unless the WRPS authorized procurement representative establishes a longer time period, the SUBCONTRACTOR shall—

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The SUBCONTRACTOR shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)

(i) The SUBCONTRACTOR shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the WRPS authorized procurement representative, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the SUBCONTRACTOR has credible evidence that a principal, employee, agent, or sub-tier Subcontractor of the SUBCONTRACTOR has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the SUBCONTRACTOR's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by the law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the SUBCONTRACTOR. The Government may transfer documents provided by the SUBCONTRACTOR to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the SUBCONTRACTOR shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) *Business ethics awareness and compliance program and internal control system.* This paragraph (c) does not apply if the SUBCONTRACTOR has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The SUBCONTRACTOR shall establish the following within 90 days after contract award, unless the WRPS authorized procurement representative establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the SUBCONTRACTOR's standards and procedures and other aspects of the SUBCONTRACTOR's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the SUBCONTRACTOR's principals and employees, and as appropriate, the SUBCONTRACTOR's agents and sub-tier Subcontractors.

(2) An internal control system.

(i) The SUBCONTRACTOR's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the SUBCONTRACTOR's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the SUBCONTRACTOR's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the SUBCONTRACTOR's code of business ethics and conduct and special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the SUBCONTRACTOR or a sub-tier Subcontractors thereunder, the SUBCONTRACTOR has credible evidence that a principal, employee, agent, or sub-tier Subcontractors of the SUBCONTRACTOR has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the SUBCONTRACTOR may make the disclosure to the agency OIG and WRPS authorized procurement representative responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the SUBCONTRACTOR shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The SUBCONTRACTOR shall include the substance of this clause, including this paragraph (d), in Subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

9.6 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.

9.7 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.

9.8 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.

9.9 Conditions and Risks of Work

The SUBCONTRACTOR represents that it has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all other conditions relevant to the Work and the SUBCONTRACTOR assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the BUYER, fully complete the Work for the stated Subcontract price without further recourse to the BUYER.

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	XXXXXX
2	Preliminary Hazard Analysis 32	N/A	10-14-2014
3	Compensation Schedule	TBD	TBD
4	General Provisions	3	06/21/2011
5	Supplemental Provisions Time & Material/Labor Hour Contract Type	2	10/30/2012
6	Service Contract Act Wage Determination No. 2005-2569	17	12/22/2014
7	Master Submittal Register (MSR)	0	XXXXXX

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	Ricky Franzen Date
Title	Procurement Specialist
Phone: ( ) -	Phone: (509) 373-7141