



February 18, 2021

2DB00-KDS-02182021

Dear Potential Offeror:

**SOLICITATION NUMBER 347152 “Near Term Planning and Graphics Support”**

Washington River Protection Solutions, LLC (WRPS) requests proposals for *Near Term Planning and Graphics Support*. 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 4:00 p.m. on March 17, 2021 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Krisheena Stajduhar,  
Procurement Specialist

Attachment

<b>Attachment No.</b>	<b>Title</b>	<b>Revision</b>	<b>Date</b>
1	Statement of Work	0	02/04/2021
2	General Provisions	8	08/06/2019
3	Supplemental Provisions – Time and Material / Labor Hour Contract Type	9	03/04/2020

SOLICITATION 347152

CONTENTS

PART A – SOLICITATION ..... 3

1.0 Introduction .....3

1.1 Small Business Set Aside .....3

1.2 Buyer Not Obligated – Irregularities and Notifications .....3

1.3 Solicitation Amendments .....3

2.0 Proposal Submittal.....3

2.1 Deadline .....4

2.2 Identification and Delivery .....4

2.3 Withdrawal.....4

2.4 Questions/Comments Regarding the Solicitation .....5

3.0 Basis for Award .....5

3.1 Qualification Standards .....5

3.2 Evaluation Criteria .....5

3.3 Lowest-Price, Technically-Acceptable (LPTA) Selection Process.....5

4.0 Proposal Instructions .....5

4.1 General Proposal Requirements .....5

4.2 Acceptance of Terms and Conditions .....7

4.3 Proposal Validity Period .....8

5.0 Notices .....8

5.1 North American Industry Classification System (NAICS) Code and Size Standard .....8

5.2 Employment Eligibility Verification (E-Verify) .....8

6.0 Foreign Nationals .....8

PART B – SOLICITATION EXHIBITS .....10

EXHIBIT 1. LABOR RATE PROPOSAL..... 11

EXHIBIT 2. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION ..... 13

EXHIBIT 3. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE ..... 16

EXHIBIT 4. PAST PERFORMANCE ..... 18

EXHIBIT 5. PROPOSED LOWER-TIER SUBCONTRACTORS ..... 19

EXHIBIT 6. AGREEMENT EXCEPTIONS ..... 20

PART C – MODEL SUBCONTRACT.....21

## **PART A – SOLICITATION**

### **1.0 Introduction**

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Labor Hour type of subcontract to provide *Near Term Planning and Graphics Support*. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

### **1.1 Small Business Set Aside**

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

### **1.2 Buyer Not Obligated – Irregularities and Notifications**

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

### **1.3 Solicitation Amendments**

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

### **2.0 Proposal Submittal**

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit

a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original and 1 copies via U.S. Postal Service or delivery service. Identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

## 2.1 Deadline

The proposal is due by 4:00 p.m. on March 17, 2021.

## 2.2 Identification and Delivery

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

Response to Solicitation No. 347152  
Krisheena Stajduhar, MSIN H1-42  
Washington River Protection Solutions, LLC  
P.O. Box 850  
Richland, WA 99352

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

851 Smartpark Street  
Richland, WA 99354

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

Name: Krisheena Stajduhar  
Phone Number: (509) 372-1151  
Email Address: [krisheena\\_d\\_stajduhar@rl.gov](mailto:krisheena_d_stajduhar@rl.gov)

NOTE: Communications with any WRPS personnel except the above named Procurement Specialist concerning any aspect of this Solicitation may be grounds for disqualifying an Offeror from being considered for award.

## 2.3 Withdrawal

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

## **2.4 Questions/Comments Regarding the Solicitation**

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than March 3, 2021. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

## **3.0 Basis for Award**

WRPS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror lowest price, technically acceptable. This solicitation provides the basis for WRPS's evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a subcontract based upon initial offers and without further discussions with offerors. Offeror should provide their best price and technical offers initially.

## **3.1 Qualification Standards**

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

- *See Section 12.0 Qualifications of the SOW*

## **3.2 Evaluation Criteria**

## **3.3 Lowest-Price, Technically-Acceptable (LPTA) Selection Process**

WRPS will award a subcontract to the responsible offeror whose proposal is the lowest price and technically acceptable, price and other factors considered. Proposals will be screened using the pass/fail evaluation factors identified below, based on the qualifications demonstrated within the offer.

## **4.0 Proposal Instructions**

### **4.1 General Proposal Requirements**

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

#### 4.1.1 Volume I – Technical Proposal

WRPS will evaluate Offeror’s technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror’s proposal must address the following:

- An acknowledgement that the Statement of Work is fully understood and that Offeror has resources qualified to perform the work.
- Résumés of proposed personnel.
- Firm’s capabilities and resources for completing the requirements.

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

Please provide detailed description on cost/pricing information (i.e., hourly rate breakdown). Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

##### 4.1.2.1 Representations and Certifications

WRPS, relies upon Subcontractor’s current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted are current and accurate;
3. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
4. All Subcontractor employees who may work on WRPS’s premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Subcontractor agrees to the testing of assigned employees under WRPS’s program for controlled substances;
5. Subcontractor’s information in the WRPS’s registration system is current (no more than 12 months old); and
6. Subcontractor will update SAM on an annual basis.

In addition, the Offeror will need to be registered with WRPS through its [vendor registration website](#) and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at [WRPS\\_Procurement@rl.gov](mailto:WRPS_Procurement@rl.gov).

#### 4.1.2.2 Additional Information

In order for WRPS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed below:

- Labor Rate Proposal Form (Exhibit 1)
- Cost Accounting Standards Notices and Certification (Exhibit 2)
- Organizational Conflict of Interest Disclosure (Exhibit 3)
- Past Performance Data Form (Exhibit 4)
- Proposed Lower-Tier Subcontractors (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. 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 120 days after the proposal due date.

#### **5.0 Notices**

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

The Buyer has determined that North American Industry Classification System (NAICS) Code 541690 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is \$16.5 million.

##### **5.2 Employment Eligibility Verification (E-Verify)**

WRPS anticipates that this award will be subject to the Employment Eligibility Verification requirements established in Federal Acquisition Regulations (FAR) clause 52.222-54, which requires the successful Offeror to enroll and utilize the E-Verify program. Enrollment is done via the Internet at the Department of Homeland Security Web site at <http://www.dhs.gov/E-Verify>. This requirement is applicable to awards that are more than \$3,500 and considered commercial or noncommercial Services (except for commercial Services that are part of the purchase of a Commercial Off the Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications) performed by the COTS provider, and are normally provided for that COTS item) or Construction. Subcontractors who are only suppliers are not subject to E-Verify.

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.

#### **6.0 Foreign Nationals**

SUBCONTRACTORS intending to propose use of any Foreign National (non-US citizens), shall indicate their intent as part of the SUBCONTRACTOR'S proposal submission. After being selected for Subcontract Award but prior to start of performance: Foreign National requests will be processed in accordance with Hanford Site Security procedures, DOE Order 142.3a entitled Unclassified Foreign Visits & Assignment Program and Mission Support Alliance (MSA) Procedure MSC-PRO-SEC-392 entitled Unclassified Visits & Assignment by Foreign Nationals. Information for processing requests shall be submitted regardless if the Foreign National works on the Hanford site or elsewhere. Processing of any request are required to be completed/approved prior to

commencement of any work. The lead time for processing Foreign National requests can take up to several months depending upon the country of origin and the subject matter involved. If Foreign Nationals are considered for use at any time under a Subcontract, SUBCONTRACTORS shall notify the Procurement Specialist and Hanford Security of the change. SUBCONTRACTORS shall adhere to the requirements for processing and approval as identified above for any changes in Foreign National use.

**PART B – SOLICITATION EXHIBITS**

<b>Exhibit</b>	<b>Description</b>
1	Labor Rate Proposal Form
2	Cost Accounting Standards Notices and Certification
3	Organizational Conflict of Interest Disclosure
4	Past Performance Data Form
5	Proposed Lower-Tier Subcontractors
6	Agreement Exceptions

**EXHIBIT 1. LABOR RATE PROPOSAL**

**Award date through 09/30/2021**

Labor Category	Name of Individual	Base Rate	Labor Overhead	General & Administrative	Profit	Total Per Hour

<b>Cost Proposal Form</b>			
<b>Near Term Planning and Graphics Support</b>			
<b>Estimated start date of 04/05/2021 - 09/30/2021</b>			
Labor Category	Fully Burdened Hourly Rate	Total hours	Total Cost
	\$0.00		\$0.00
	\$0.00		\$0.00
<b>Total:</b>			<b>\$0.00</b>

### INSTRUCTIONS FOR LABOR RATE PROPOSAL

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

## EXHIBIT 2. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

(FAR 52.230-1) (October 2015)

Note: This notice does not apply to small businesses or foreign governments. Check here to indicate that the offeror is a  small business or  foreign government and does not need to complete the following certification.

This notice is in three parts; identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903-201-2(c)(5) or 9903.201-2(c)(6), respectively.

### I. DISCLOSURE STATEMENT --- COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99) except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreements, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and report contract performance cost data.

- (c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.*

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (2) *Certificate of Previously Submitted Disclosure Statement*

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (3) *Certificate of Monetary Exemption*

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise WRPS immediately.

- (4) *Certification of Interim Exemption*

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to WRPS, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost account period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS --- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is

subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise WRPS immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expect to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract should, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- YES       NO

Note: If the offeror is an educational institution under the transition provisions of 48 CFR 9903.202-1 (f), contact WRPS for the appropriate alternate certification.

**SIGNATURE/CERTIFICATION**

By signing below, the bidder/offeror certifies, under penalty of law, that the above certification is accurate, current and complete. The bidder/offeror further certifies that it will notify WRPS of any changes to these certifications. The certifications made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of Bidder/Offeror Responsible for Bid/Offer	Date	
Typed Name of Person Responsible for the Bid/Offer		
Title of Person Responsible for the Bid/Offer		
Name of Organization		
Street		
City	State	Zip

**EXHIBIT 3. ORGANIZATIONAL CONFLICT OF INTEREST  
CERTIFICATION AND DISCLOSURE**

Rev. 3

6/22/16

*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 or appear to 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.

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) bias caused by financial, contractual,

organizational, or other interests which relate to the work to be performed under the subcontract, resulting in Offeror being unable to render impartial, technically sound, and objective assistance or advice, or (2) obtaining an unfair competitive advantage over other parties. 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 4. 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 <b>TERMINATED?</b> <i>(Y/N) Explain in            attachment</i>

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

**EXHIBIT 5. PROPOSED LOWER-TIER SUBCONTRACTORS**

Rev. 2

8/22/2016

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

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

\*\* APPROXIMATELY \_\_\_\_\_% OF TOTAL SUBCONTRACTED AMOUNT TO BE PERFORMED BY LOWER-TIER SUBCONTRACTOR. PERCENTAGE OF LOWER-TIER SUBCONTRACTED WORK SHALL NOT EXCEED 70% OF TOTAL SUBCONTRACT AMOUNT. SUBCONTRACTOR'S ARE REQUIRED TO NOTIFY PROCUREMENT SPECIALIST WHENEVER % OF LOWER-TIER WORK IS ANTICIPATED OR REACHES 70%.

**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.

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

**PART C – MODEL SUBCONTRACT**

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

This Subcontract is effective as of TBD, between Washington River Protection Solutions (WRPS) and TBD (“SUBCONTRACTOR”) who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

- 1. Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: *Near Term Planning and Graphics Support*
- 2. Period of Performance:** The Subcontract period of performance is specified as: TBD through September 30, 2021
- 3. Contract Type:** Labor Hour
- 4. Total Value of Subcontract:** TBD
- 5. Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth below or in the attached Compensation Schedule consistent with the payment provisions of this Subcontract. Sales tax must be listed as a separate line item on the invoice per the General Invoice Requirements specified in the applicable Provisions incorporated in the List of Attachments to this Subcontract.

**LABOR**

Line	Description	Est. Hours	Fully Burdened Rate	Total
1				
2				\$0.00
3				\$0.00

**Grand Total**

**NOT-TO-EXCEED**

**\$0.00**

6. **Payment Terms:** As stated in *Article 3.0, Terms of Payment, of Supplemental Provisions*, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.

7. **Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:

K. D. Stajduhar, Procurement Specialist  
A. M. Dorsey, Procurement Specialist  
L. M. Carlin, Manager, Subcontracts  
J. M. Legarreta, Manager, Procurement

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

Name: TBD  
Phone: (509) -  
Mail Stop:

## 9. Special Provisions

### 9.1 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

### 9.2 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

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

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

competitive advantage over other parties by virtue of its performance of this contract.

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

1) Use of SUBCONTRACTOR's Work Product.

- i. The SUBCONTRACTOR shall be ineligible to participate in any capacity in Department of Energy (DOE) subcontracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the SUBCONTRACTOR's performance of work under this Subcontract for a period of five years after the completion of this Subcontract. Furthermore, unless so directed in writing by the WRPS Procurement Representative, the SUBCONTRACTOR shall not perform any advisory and assistance services work under this Subcontract on any of its products or services or the products or services of another firm if the SUBCONTRACTOR is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the SUBCONTRACTOR from competing for follow-on subcontracts for advisory and assistance services.
- ii. If, under this Subcontract, the SUBCONTRACTOR prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the SUBCONTRACTOR shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The SUBCONTRACTOR shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the DOE contracting officer or the WRPS Procurement Specialist, in which case the restriction in this subparagraph shall not apply.
- iii. Nothing in this paragraph shall preclude the SUBCONTRACTOR from offering or selling its standard and commercial items to the Government.

- 2) Access to and use of information.
  - i. If the SUBCONTRACTOR, in the performance of this Subcontract, obtains access to information, such as WRPS or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the SUBCONTRACTOR agrees that without prior written approval of the WRPS Procurement Specialist it shall not:
    - A. use such information for any private purpose unless the information has been released or otherwise made available to the public;
    - B. compete for work for WRPS or the DOE based on such information for a period of six (6) months after either the completion of this Subcontract or until such information is released or otherwise made available to the public, whichever is first;
    - C. submit an unsolicited proposal to WRPS or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
    - D. release such information unless such information has previously been released or otherwise made available to the public by the DOE.
  - ii. In addition, the SUBCONTRACTOR agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Subcontract, it shall treat such information in accordance with any restrictions imposed on such information.
  - iii. The SUBCONTRACTOR may use technical data it first produces under this Subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this Subcontract.
- c) Disclosure after award. (1) The SUBCONTRACTOR agrees that, if changes, including additions, to the facts disclosed by it prior to award of this Subcontract,

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

- d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, WRPS may terminate the Subcontract for default, disqualify the SUBCONTRACTOR from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Subcontract.
- e) Waiver. Requests for waiver under this clause shall be directed in writing to the WRPS Procurement Specialist and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of WRPS and the Government, the WRPS Procurement Specialist may grant such a waiver in writing.
- f) (1) The SUBCONTRACTOR shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms “contract,” “contractor,” and “contracting officer” shall be appropriately modified to preserve the Government's rights.  
  
(2) Prior to the award under this Subcontract of any such lower-tier subcontracts for advisory and assistance services, the SUBCONTRACTOR shall obtain from the proposed lower-tier subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the lower-tier subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the SUBCONTRACTOR. If the conflict cannot be avoided or neutralized, the SUBCONTRACTOR must obtain the approval of the WRPS Procurement Specialist prior to entering into the lower-tier subcontract.

**9.4 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.

**9.5 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
4	Statement of Work	0	02/04/2021
5	General Provisions	8	08/06/2019
6	Supplemental Provisions – Time and Material / Labor Hour Contract Type	9	03/04/2020

---

---

UNLESS THE BOX BELOW IS CHECKED, 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.

---

---

If checked, Subcontractor signature not required

Authorizing Signatures:

Subcontractor

Washington River Protection Solutions, LLC

\_\_\_\_\_  
Name  
Title  
Phone:( ) -

Date

\_\_\_\_\_  
Krisheena Stajduhar  
Procurement Specialist  
Phone:(509) 372-1151

Date