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PART A – SOLICITATION

1.0 Introduction

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Time & Material type of Blanket Master Agreement to provide Hanford Waste Chemistry and Corrosion Testing Technical Input. 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 3 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 September 9, 2021.

2.2 **Identification and Delivery**

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

Response to Solicitation No. 352315  
Al LeDuc, 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: Al Le Duc  
Phone Number: (509) 372-3033  
Email Address: alfred_j_leduc@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 August 31, 2021. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.
2.5 Pre-Proposal Conference

A pre-proposal conference via Microsoft Teams is scheduled for 08/25/2021, 01:00 PM PDT Unless otherwise specified, prospective Offerors, including their prospective Lower-Tier Subcontractors are highly recommended to attend this conference in order to take such steps as may be reasonably necessary to ascertain the nature, site conditions, location of the work, or cost thereof.

Offerors shall notify the BUYER of the names of the individuals that will be attending the pre-proposal conference by 08/23/2021. Not attending the pre-proposal conference/site tour may render the proposal unacceptable and will not relieve the prospective Offeror(s) from understanding the Work or Site conditions. BUYER assumes no responsibility for any understanding or representations made by any of its representatives, unless a specific revision (amendment) to the RFP documents is used by the Buyer in writing. All such amendments MUST be acknowledged by the Offeror and included in the submitted proposal.

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 that proposes the Best Value to the Government. 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. Technical approach/Execution plan must be provided for all of the following:

3.1.1 Standard No. 1

- Ability to simulate Hanford Tank waste based on chemical information provided by WRPS.
  - Should include the ability to perform thermodynamic calculations to address potential solubility issues.
  - Must be able to synthesize liquid simulants and combined solid and liquid simulants.

3.1.2 Standard No. 2

- Ability to perform electrochemical pitting corrosion testing on Hanford tank waste simulants. Have the capability and Offeror owned test equipment to accommodate concurrent tests and measurements.
3.1.3 **Standard No. 3**
- Ability to perform tests to identify cracking susceptibility. Must possess the ability to simultaneously measure corrosion current and corrosion potentials. Have the capability and test equipment to accommodate concurrent tests and/or measurements.
  - Required test types include – Slow strain rate, crack growth rate, ripple slow strain rate, and notched slow strain rates.
  - Possess equipment and expertise necessary to interpret the results and assess the cracking susceptibility.

3.1.4 **Standard No. 4**
- Ability to investigate and identify failure mechanisms for reference electrodes in Hanford Waste simulants – including forensic examination of failed probes.

3.1.5 **Standard No. 5**
- Possess a data visualization software capable of filtering past test results from selected laboratories and minimize the need to re-perform tests.

3.1.6 **Standard No. 6**
- Any associated tests must be performed by the Subcontractor, and not subcontracted to another vendor (no third party subcontracted testing as part of this Statement of Work).

3.1.7 **Standard No. 7**
- Possess a data visualization software capable of filtering past test results from selected laboratories and minimize the need to re-perform tests.

3.1.8 **Standard No. 8**
- The subcontractor’s program shall be submitted for review/approval against the requirements identified on site form A-6006-661 Quality Assurance Requirements dated 7/26/2021. This scope is Quality Level 3.

3.2 **Desired Qualifications**
- Familiarity with Tank Integrity Expert Panel (TIEP) testing practices and specific test protocols.
- Familiarity with Hanford Wastes and simulants.
- Familiarity with past testing data and implications on future testing needs and requirements.

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

Option 01: FY23 – 10/01/2022 – 09/30/2023
Option 01: FY24 – 10/01/2023 – 09/30/2024
Option 01: FY25 – 10/01/2024 – 09/30/2025
Option 01: FY26 – 10/01/2025 – 09/30/2026

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

4.0 Proposal Instructions

4.1 General Proposal Requirements

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

- Execution Plan
  - 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.

- Technical Approach/Execution Plan.

- Key personnel. Attach résumés of key personnel.

- Past Performance Experience and Data.
• Statement of compliance with subcontract insurance requirements (if applicable) as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.

• Quality Assurance Plan

4.2 Technical Evaluation Criteria

1. Technical Approach
   a. Evaluation of Offeror’s Qualifications
      • Ability to simulate Hanford Tank waste based on chemical information provided by WRPS.
        o Should include the ability to perform thermodynamic calculations to address potential solubility issues.
        o Must be able to synthesize liquid simulants and combined solid and liquid simulants.
      • Perform electrochemical pitting corrosion testing on Hanford tank waste simulants. Have the capability and test equipment to accommodate concurrent tests and measurements.
        o Required test types include – Cyclic potentiodynamic polarization, ASTM G192-type test, linear polarization resistance, crevice testing, and long-term open circuit potential monitoring
      • Perform tests to identify cracking susceptibility. Must possess the ability to simultaneously measure corrosion current and corrosion potentials. Have the capability and test equipment to accommodate concurrent tests and/or measurements.
        o Required test types include – Slow strain rate, crack growth rate, ripple slow strain rate, and notched slow strain rates.
        o Possess equipment and expertise necessary to interpret the results and assess the cracking susceptibility.
      • Ability to investigate and identify failure mechanisms for reference electrodes in Hanford Waste simulants – including forensic examination of failed probes.
      • Possess a data visualization software capable of filtering past test results from selected laboratories and minimize the need to re-perform tests.
      • Any associated tests must be performed by the Subcontractor, and not subcontracted to another vendor (no third party subcontracted testing as part of this Statement of Work).

2. Past Experience
   a. Experience with projects similar in nature (i.e. Corrosion testing, Hanford waste simulant preparation, etc.)

4.2.1 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.

- Labor Rate Proposal Form for Req# 352315 (Exhibit 1).
- Cost Proposal Form for Req# 352317, Release 001 (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).
- Vendor ESH&Q Requirements Questionnaire. (Exhibit 7).

4.2.2 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.

4.2.2.1 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.

4.2.2.2 Small Business Subcontracting Plan

Include a Small Business Subcontracting Plan with the proposal if the proposed amount is more than $700,000 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).

4.3 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) or Blanket Ordering Agreement (BOA) with WRPS, may submit its proposal in accordance with the BMA. When choosing this option, the Offeror must specifically identify its BMA number in the proposal. Interpretations established by Offeror to any part of this Solicitation may be considered an exception.

4.3.1 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.

4.4 Proposal Validity Period

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

4.5 Document Transmittal – Master Submittal Register

The Subcontract will contain a Master Submittal Register (MSR) comparable to the exhibit document contained herein. The MSR identifies the required Subcontractor submittals. Offerors shall review the MSR exhibit, assure that the document submittal requirements are clear and understandable, identify any additional submittals on the MSR exhibit, and provide the Buyer with applicable transmittal dates for all planned submittals. The MSR with added Offeror information shall be returned with Offeror’s proposal.

5.0 Notices

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

The Buyer has determined that North American Industry Classification System (NAICS) Code 541380 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is $16,500,000.00.

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.

PART B – SOLICITATION EXHIBITS

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<thead>
<tr>
<th>Exhibit</th>
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<tr>
<td>1</td>
<td>Labor Rate Proposal Form for Req # 352315</td>
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<td>2</td>
<td>Cost Proposal Form for Req # 352317 (Release 001)</td>
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<td>3</td>
<td>Organizational Conflict of Interest Disclosure</td>
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<td>Past Performance Data Form</td>
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<td>Proposed Lower-Tier Subcontractors</td>
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<td>Agreement Exceptions</td>
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<td>Vendor ESH&amp;Q Requirements Questionnaire</td>
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EXHIBIT 1. LABOR RATE PROPOSAL

### Base Year

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### Option Year One

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### Option Year Two

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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. T&M/LH PRICE PROPOSAL FORM FOR REQ# 352317 (Release 001)

### LABOR

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Labor Subtotal $ -

### OTHER DIRECT COSTS (ODC's)

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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. 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 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

<table>
<thead>
<tr>
<th>CLIENT NAME</th>
<th>CONTACT NAME</th>
<th>TELEPHONE NO.</th>
<th>CONTRACT NO.</th>
<th>CONTRACT DATE</th>
<th>START DATE</th>
<th>END DATE</th>
<th>CONTRACT VALUE</th>
<th>CONTRACT TERMINATED? (Y/N)</th>
<th>Explain in attachment</th>
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NAME AND ADDRESS OF OFFEROR

NAME OF SIGNER

TITLE OF SIGNER

OFFEROR (Signature of person authorized to sign)

DATE
EXHIBIT 5. PROPOSED LOWER-TIER SUBCONTRACTORS

<table>
<thead>
<tr>
<th>LOWER-TIER SUBCONTRACTOR/SUPPLIER</th>
<th>DESCRIPTION OF SERVICES TO BE PROVIDED</th>
<th>**APPROXIMATE AWARD AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT NAME</td>
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<td>TELEPHONE NO.</td>
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**NAME AND ADDRESS OF OFFEROR**

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<th>NAME OF SIGNER</th>
<th>TITLE OF SIGNER</th>
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OFFEROR (Signature of person authorized to sign)

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<th>DATE</th>
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** 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.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF OFFEROR</th>
<th>NAME OF SIGNER</th>
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<th>OFFEROR (Signature of person authorized to sign)</th>
<th>TITLE OF SIGNER</th>
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<th>DATE</th>
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</table>
EXHIBIT 7. VENDOR ESH&Q QUESTIONNAIRE

Subcontractor Name:  
Subcontractor Address:  
City:  State:  Zip:  
Subcontractor Point of Contact:  
Email:  

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

<table>
<thead>
<tr>
<th>#</th>
<th>Question</th>
<th>Yes: ☐ No: ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements?</td>
<td>Yes: ☐ No: ☐</td>
</tr>
<tr>
<td></td>
<td>Required: Attach Table of Contents to this form.</td>
<td></td>
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<tr>
<td>2</td>
<td>Are your employees trained and equipped to perform their assigned work?</td>
<td>Yes: ☐ No: ☐</td>
</tr>
<tr>
<td>3</td>
<td>Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment?</td>
<td>Yes: ☐ No: ☐</td>
</tr>
<tr>
<td>4</td>
<td>Are company ESH&amp;Q records adequately and properly maintained?</td>
<td>Yes: ☐ No: ☐</td>
</tr>
<tr>
<td>5</td>
<td>Are accidents/incidents investigated promptly and reports generated?</td>
<td>Yes: ☐ No: ☐</td>
</tr>
<tr>
<td>6</td>
<td>Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal?</td>
<td>Yes: ☐ No: ☐</td>
</tr>
<tr>
<td>7</td>
<td>Is the frequency of ESH&amp;Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work based on the scope of work and commensurate with the work hazards?</td>
<td>Yes: ☐ No: ☐</td>
</tr>
<tr>
<td>8</td>
<td>Are ESH&amp;Q inspections/audits conducted to evaluate the effectiveness of your program?</td>
<td>Yes: ☐ No: ☐</td>
</tr>
<tr>
<td>9</td>
<td>Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years?</td>
<td>Yes: ☐ No: ☐ What is your EMR?</td>
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<td>Required: Attach a letter from Workers’ Compensation carrier stating EMR for 3 most recent years.</td>
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<td>Question</td>
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<tr>
<td>10</td>
<td>Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years?</td>
<td>Yes: □  No: □   What is your Recordable Case rate?</td>
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<td>Required: Attach OSHA 300 logs to this form.</td>
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<tr>
<td>11</td>
<td>Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years?</td>
<td>Yes: □  No: □   What is your OSHA Lost Workday case rate?</td>
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<td></td>
<td>Required: OSHA 300 logs to this form.</td>
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</tr>
<tr>
<td>12</td>
<td>Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years?</td>
<td>Yes: □  No: □   What is your OSHA Lost Workday case rate?</td>
</tr>
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<td>Required: Attach OSHA 300 logs to this form.</td>
<td></td>
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<tr>
<td>13</td>
<td>Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years?</td>
<td>Yes: □  No: □</td>
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</table>
PART C – MODEL BLANKET MASTER AGREEMENT

<table>
<thead>
<tr>
<th>Subcontract No.</th>
<th>Release:</th>
<th>Effective Date:</th>
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<td>TBD</td>
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<td>TBD</td>
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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:

2. **Period of Performance:** The Subcontract period of performance is specified as:  
   Base: 10/01/2021 – 9/30/2022

3. **Contract Type:** TIME & MATERIAL

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**  
Base Year – 10/01/2021 – 09/30/2022

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<th>Line</th>
<th>Description</th>
<th>Fully Burdened Rate</th>
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### Option Year 1 – 10/01/2022 – 9/30/2023

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### Option Year 2 – 10/1/2023 – 9/30/2024

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### Option Year 3 – 10/1/2024 – 9/30/2025

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### Option Year 4 – 10/1/2025 – 9/30/2026

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6. 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:

   - Al LeDuc, Procurement Specialist
   - Lisa Carlin, Subcontracts Manager
   - 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: Nancy Harville  
   Phone: (509) 373-5540  
   Mail Stop: S7-02

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 **Subcontract Release Procedure**

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

   - The Procurement Specialist will notify SUBCONTRACTOR of the dates and location of where the service is to be performed, the level of effort required, the assigned contract release number and the not-to-exceed ceiling amount.

   - A formal Subcontract Release document will be issued in accordance with the terms of the BMA.

9.3 **Subcontract Release Ceiling Price**

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

9.4 **Terms and Conditions in Blanket Master Agreement**

   All terms and conditions applicable to this release are as stated in the Blanket Master Agreement and remain in full force and effect.

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

Option 1 – FY23 10/01/2022 – 09/30/2023
Option 2 – FY24 10/01/2023 – 09/30/2024
Option 3 – FY25 10/01/2024 – 09/30/2025
Option 4 – FY26 10/01/2025 – 09/30/2026

9.6 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 Talia Ochoa, WRPS Small Business Program Manager, at Talia_R_Ochoa@rl.gov.

9.7 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.

The applicable Wage Determination for this Subcontract can be found in the List of Subcontract Attachments section. 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.

9.8 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (FAR 52.222-43, May 2014)
a) This clause applies to both Subcontracts subject to area prevailing wage determinations and Subcontracts subject to collective bargaining agreements.

b) The SUBCONTRACTOR warrants that the prices in this Subcontract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, * et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract. If no such determination has been made applicable to this Subcontract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract.

d) The Subcontract price, Subcontract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the SUBCONTRACTOR’s actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the SUBCONTRACTOR as a result of:

1) The Department of Labor wage determination applicable on the anniversary date of the multiple year Subcontract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The SUBCONTRACTOR chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the SUBCONTRACTOR voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

2) An increased or decreased wage determination otherwise applied to the Subcontract by operation of law; or

3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this Subcontract, affects the minimum wage, and becomes applicable to this Subcontract under law.

e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers'
compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

f) The SUBCONTRACTOR shall notify WRPS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by WRPS. The SUBCONTRACTOR shall promptly notify WRPS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, which WRPS may reasonably require. Upon agreement of the parties, the Subcontract price, Subcontract unit price labor rates, or fixed hourly rates shall be modified in writing. The SUBCONTRACTOR shall continue performance pending agreement on or determination of any such adjustment and its effective date.

g) WRPS or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the SUBCONTRACTOR until the expiration of 3 years after final payment under the Subcontract.

9.9 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.

9.10 Overtime Hours Worked

Professional Services:

All hours worked beyond eighty (80) hours in a two-week period (overtime) must be approved by the Buyer’s Technical Representative (BTR) or their designee. For every overtime hour worked, the SUBCONTRACTOR shall be compensated at the overtime rate established in the Subcontract.
All hours worked beyond forty (40) hours in a single-week period (overtime) must be approved by the Buyer’s Technical Representative (BTR) or their designee. For every overtime hour worked, the SUBCONTRACTOR shall be compensated at the overtime rate established in the Subcontract.

9.11 Availability of Funds (FY22)

Funds are not presently available for Fiscal Year 2022. BUYER’s obligation under this Subcontract is contingent upon the availability of funds from which payment for Subcontract purposes can be made. No legal liability on the part of the BUYER for any payment may arise until funds are made available to the BUYER for this Subcontract and until the SUBCONTRACTOR receives notice of such availability, to be confirmed in writing by BUYER.

9.12 Cost Adjustments

The costs, including direct and indirect rates and fixed fee, of this Subcontract are subject to adjustment based on the resolution of recommendations contained in any report of Government Audit in accordance with cost principles contained in the Department of Energy Acquisition Regulations (DEAR) and the Federal Acquisition Regulations (FAR). The SUBCONTRACTOR agrees to authorize the release of any audit report(s) regarding the audit of SUBCONTRACTOR’s Accounting System. The SUBCONTRACTOR also agrees to negotiate in good faith to resolve any issues resulting from the audit of its accounting system.

9.13 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.

A Master Submittal Register (MSR) 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 to the address indicated therein.

Submittals must be transmitted electronically to the email address identified on the MSR or as directed via the BUYER’s designated File Transfer Protocol (FTP) site. All transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description. Document transmittals shall not include password protected files.
Failure to complete and transmit submittals in accordance with the MSR, may result in the delay of invoice payments and final subcontract closeout.

9.14 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.

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

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<th>Title</th>
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<td>2</td>
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<td>Service Contract Act Wage Determination WD 2015-5527</td>
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### Solicitation No: 352315

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<td>TOC Incoming Letter of Transmittal</td>
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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:

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Washington River Protection Solutions, LLC</th>
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