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Delivery Due: December 31, 2016	REQUEST FOR PROPOSAL THIS IS NOT AN ORDER	Date: May 31, 2016		
Response Due: June 13, 2016	RFP NO.: 506694	Sealed: No		
Subcontractor: TBD				
Return Quotation To: Nuclear Waste Partnership LLC P.O. Box 2078 Carlsbad, NM 88221 Attn: Mark W. Chavez, CPCM Phone: (575) 234-7495 Fax: (575) 234-7050 e-mail: mark.chavez@wipp.ws		Delivery December 31, 2016		
NAICS Code: 922160, Fire Protection				
Line Number	Item ID/Description	Quantity	U/M	Unit Price
1	Fire Protection Technician Support Staff Augmentation		Hours	TBD

Supplier Receipt Acknowledgement of this Document

Supplier Representative Name (Printed)

Supplier Signature

Date

THIS IS A REQUEST FOR PROPOSAL

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PART I - REQUEST FOR PROPOSAL - INSTRUCTIONS AND NOTICES TO OFFERORS

1.00 GENERAL INSTRUCTIONS FOR PROPOSALS

1.01 Project Background

The Waste Isolation Pilot Plant (WIPP) is the cornerstone of the DOE's nuclear waste cleanup effort. The WIPP is designed to permanently dispose of transuranic radioactive waste left from the research and production of nuclear weapons. Located in southeastern New Mexico, 32 miles east of Carlsbad, the project facilities include disposal rooms excavated in an ancient stable salt formation 2,150 feet underground. Transuranic waste consists of clothing, tools, rags, and other disposable items contaminated with trace amounts of radioactive elements, including plutonium.

1.02 Introduction

Nuclear Waste Partnership, LLC (NWP) as the Management and Operating Contractor (M&O) for the Department of Energy (DOE) under Prime Contract DE-EM0001971, anticipates issuing

a Time and Material Subcontract with Firm-Fixed Fully Burdened Labor Rates for the work scope as described in the attached Statement of Work, "Fire Protection Support Staff Augmentation, Rev 0" dated May 11, 2016 under NAICS Code 922160, Fire Protection.

Your firm is solicited to submit a proposal identifying the pricing and technical information required to perform Fire Protection Support Staff Augmentation, Rev 0, dated May 11, 2016 Statement of Work as described herein.

OFFERS MUST BE RECEIVED BY THE CLOSE OF BUSINESS, 4:00 PM (MDT), ON Monday, June 13, 2016.

NWP assumes no responsibility for any understanding or representations made by any of its representatives to the execution of the subcontract, unless a specific revision (amendment) to the RFP document is issued in writing. All such amendments **MUST** be acknowledged by the Offeror.

Your proposal shall be prepared in accordance with the following Sections.

1.04 Preparation of Offers

- A. Offerors are expected to examine drawings, specifications, schedules, and all other RFP instructions. Failure to do so will be at the Offeror's risk.
- B. The proposal shall contain such information, data, plans or drawings that are necessary to explain the details of the proposal.
- C. Any exceptions to and/or deviations from the requirements of this solicitation must contain sufficient explanation and justification identifying the benefit to NWP and the Government, and to allow for a thorough evaluation. Although such exceptions and/or deviations will not, of themselves, automatically cause a proposal to be determined unacceptable, a large number of exceptions and/or deviations, or one or more significant exceptions and/or deviations not providing benefit to NWP and the Government may result in the rejection of a proposal as being unacceptable.
- D. Alternate proposals may be considered, if in the opinion of the Procurement Specialist such consideration is fair to other Offeror's, and it is in the best interest of NWP and the Government and meets the full intent of the technical requirements.
- E. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- F. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

1.05 Explanation to Prospective Offerors

Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all

prospective Offerors before the submission of their proposal. Any information given by Procurement Specialist to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors.

1.06 Late Receipt of Proposals

Any proposal received at the point designated after the exact time specified for receipt, will not be considered unless it is received before the award is made and it is determined by NWP, to be in the best interest of NWP and the Government to consider the offer.

1.07 Evaluation and Acceptance of Proposals

Offerors should submit their best proposal initially as NWP reserves the right to accept or reject any proposal or any portion thereof with or without discussion with the Subcontractor. NWP may either.

- A. Make an award on the basis of the proposal received without discussion of the proposal except as necessary with the selected Subcontractor; or,
- B. All proposals which are responsive to the requirements of the RFP and within the competitive range as determined by NWP shall be selected for further negotiations in accordance with FAR 15.306 (d).

1.08 NWP Rights Reserved

- A. Recognizing that NWP is a M&O Contractor for the DOE, all rights and privileges extended to NWP under any proposal or subsequent subcontract shall likewise be reserved for the DOE or its authorized representative(s).
- B. Except for timely withdrawals, proposals will not be returned.
- C. Any data supplied by NWP with this RFP is to be used for the preparation of your proposal only and shall not be used for any other purpose without the prior written consent of NWP.
- D. NWP reserves the right to retain copies of all proposals received, including those from unsuccessful Offerors.
- E. NWP reserves the right to cancel this Request for Proposal at any time without cost to NWP and the DOE.
- F. Proposal costs for the preparation of responses to this RFP are the responsibility of the Offeror.

- G. The Offeror agrees to provide to NWP all rights of access to any part of the Offeror's facilities at any time, with reasonable notice, to insure compliance with the terms of this RFP or any resultant subcontract.
- H. NWP may issue multiple awards if it is determined to be in the best interest of the NWP and DOE.

1.09 RFP Amendment/Revision

NWP may revise or amend the RFP, including the Proposal Form, the specifications, or any other related documents by addendum to the RFP. Copies of such addenda will be furnished to all known prospective Offerors. If the revisions or amendments require material changes in proposals, the date set for receiving proposals may be modified to enable prospective Offerors to revise their proposals. In such cases, the addenda will include an announcement of the new date for receiving proposals. The requirements, terms and conditions, which are not modified by the revisions or amendments, remain unchanged.

Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment, or (2) facsimile, if facsimile offers are authorized in the solicitation. NWP must receive the acknowledgment by the time specified for receipt of offers.

1.10 Final Proposal Revisions

Should Final Proposal Revisions be required, Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed subcontract must exist between the Offeror and NWP at the conclusion of fact finding and negotiations. Any technical revisions or non-concurrence to negotiated subcontract terms and conditions submitted in the final proposal revision offer shall not be subject to further discussion or negotiation, and may render the offer unacceptable to NWP

1.11 Changes in Materials, Equipment, Processes

Offeror warrants that this proposal is based on Offeror's previous experience and proven performance with respect to use of equipment and its components, materials of fabrication/construction, reliability of engineering and design, operability and efficiency and all other factors and considerations relevant to the performance of equipment and materials in accordance with the scope of work and/or specifications. If the Offeror decides to substitute equipment or processes or offer any untried materials, methods of fabrication/construction or process application, engineering design or performance for which the Offeror possess no specific industrial experience meeting the specification requirements, then the Offeror shall so state. The untried feature(s) shall be identified. A method for verifying the untried feature(s) prior to use, such as through testing or inspection, shall be specified and included in the Offeror's proposal.

1.12 Authorized Negotiators

The Offeror represents that the following individuals are authorized to negotiate on its behalf with NWP in conjunction with this solicitation:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____

2.00 PROPOSAL FORMAT AND CONTENT

2.01 Separate Documents for Technical and Price Proposal

Responses shall be submitted as four separate documents; Solicitation Documents (including Small Business Status) a Price Proposal, a Technical Proposal, and a Past Performance Proposal. Small Business Status will be document in the Representations and Certifications.) These documents shall be clearly marked as follows: "Solicitation Documents", "Price Proposal", "Technical Proposal", and "Past Performance Proposal".

2.02 Format

- (a) The Offeror's proposal will be submitted in separable parts for technical and cost areas, as set forth below. Electronic proposals are preferred.

ALL INFORMATION WILL BE CONFINED TO THE APPROPRIATE PART.

		Copies Required
Part I	Solicitation Documents (including Small Business Status)	1
Part II	Price Proposal	1
Part III	Technical Proposal	1
Part IV	Past Performance Proposal	1

- (b) Size. Each area/part shall be as brief as possible, consistent with complete submission. Pages should not exceed 8 ½ inches in width and 11 inches in length; however, foldout pages depicting such items as sketches, etc., may be used.
- (c) To aid in the evaluation process, proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be numbered and identified with the RFP number.

- (d) Offerors shall provide an explanation, in a clearly relevant format such as a matrix, of any differences between the manner in which the proposal was requested and the manner in which it actually was submitted.
- (e) Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the Offer and print or type its name on signature page of the RFP. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to NWP.

2.03 Technical Proposal

Provide the following proposal information in sufficient detail to support the requirement of the scope of work and indicate your capability to meet the requirements

- A. Past performance - Provide qualifications and past experience in the performance of work similar or related to the work being sought in the SOW. Include a synopsis of government work or commercial work experience (minimum past 3 years), for similar and related effort and a reference list.
- B. Technical Approach – Under this factor provide the following information in narrative form:
 - 1. Resumes of candidates (limited to a maximum of 4 resumes)
 - 2. Availability of candidates

2.04 Price Proposal

- A. Offeror's price proposal must include the completed attached spreadsheet in an unlocked version.
- B. Your price proposal shall address a complete description of costs for the performance of all work. The narrative used to support and explain the Offeror's supporting schedules must be practicable, straightforward, concise and complete.
- C. Your price proposal shall include in detail all information related to all the estimated costs of this solicitation. The cost figures included must indicate maximum estimated costs for the period of performance. Figures shall include total costs, and proposed fee. Overtime shall be billed at the straight time rate.
- D. If the Offeror has DCAA approved rates, please include a copy of the DCAA audit report, the report number, and the date of the latest DCAA audit. If audited rates are unavailable, provide provisional rates with a copy of the DCAA Corporate Administration Contracting Officer (CACO) letter. If the Offeror has GSA pricing, please provide a copy of the latest applicable GSA price list, including the GSA contract number.

2.05 Small Business Preference

Small Business concerns under NAICS Code: 922160, Fire Protection is preferred. Provide documentation that the Offeror is classified as a Small Business. A copy of any teaming arrangement shall be submitted for review.

2.06 Restriction on Disclosure and Use of Data

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by NWP or the Government except for evaluation purposes, shall -

- (a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside NWP or the Government and shall not be duplicated, used or disclosed-in whole or in part-for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror or quoter as a result of-or in connection with-the submission of this data, NWP or the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit NWP or the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];"

and,

- (b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

2.07 Early Payment Discount

NWP normally pays approved invoices within 30 days. However, accelerated payments for small businesses shall be made in accordance with FAR 52.232-40 as follows:

PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(b) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

We do request your most favorable payment terms. Please indicate any discount for early payment

2.08 Validity Period

Proposals must remain valid for a period of 60 days after date of Offeror's proposal, and be so specifically stated in its proposal.

2.09 Proposal Costs

Proposal costs for the preparation of responses to this RFP are the responsibility of the Offeror.

Offerors should submit their best proposal initially, as the NWP reserves the right to accept or reject any proposal or any portion thereof with or without discussion with the Offeror.

Offerors are encouraged to submit paper documentation such as the offer and reports, printed/copied doubled sided on recycled paper.

2.10 Pre-Award Survey

NWP reserves the right to conduct a pre-award survey to evaluate the Offeror's capacity and capability to comply with all of the requirements of this RFP.

Additionally, NWP reserves the right to audit Offeror's facilities for technical and quality control adequacy prior to or after award of any PO/subcontract.

2.11 Subcontracting Plan

If the Subcontractor is a large business and the proposal value exceeds the limitation set forth in FAR 19.702, and is selected for the award, the Subcontractor shall submit within 30 days of the award a Subcontractor plan for Small Businesses, Small Disadvantage Businesses, and Woman Owned businesses in accordance with Subpart 19.7 of the FAR. The Plan, upon approval, will become a part of the resultant subcontract.

2.12 Certified Cost or Pricing Data Submittal Requirement

Cost and Pricing data may be required to be submitted in accordance with FAR Part 15.403. NWP reserves the right to require Offerors to submit Certified Cost or Pricing Data to support proposal pricing at any time prior to award of the subcontract, or any subsequent subcontract

modification. Certification of cost or pricing data shall be in accordance with FAR subpart 15 and Public Law 87-653 stating that any cost or pricing data are accurate, complete and current as of the date of the certification. The certificate will be submitted after price agreement is reached. NWP reserves the right to subject the cost or pricing data submitted to an audit by the Defense Contract Audit Agency (DCAA).

3.00 BASIS OF AWARD / EVALUATION CRITERIA

*****BEST VALUE*****

3.01 Basis of Award

The “Best Value Continuum” (FAR 15.101) will be utilized in this procurement for the evaluation of offers and the selection of the successful Offeror to receive the award. The source Selection Objective (FAR 15.302) is to select the proposal that represents the best value. The best value continuum is a process that permits tradeoffs among cost or price and non-cost factors and allows NWP to accept other than the lowest priced proposal.

Award will be made to the responsible Offerors whose proposal complies with the technical requirements, terms, and conditions of the RFP, and represents the best value to NWP and the DOE provided that the proposal is reasonable and in the best interest of NWP and the DOE.

Subcontractor should submit its best proposal, initially, as NWP reserves the right to accept or reject any proposal or any portion thereof with or without discussion with the Offerors.

3.02 Proposal Documents

Proposal documents will be evaluated based on their completeness and conformance to the terms and conditions of the solicitation, and in descending order of relative importance.

3.03 Evaluation of Proposals

This section is intended to explain the rationale and criteria by which proposals resulting from this RFP will be evaluated.

Proposals shall be evaluated against the evaluation criteria set forth in this RFP, without regard to the relative strength and weaknesses of competing proposals.

In accordance with FAR 15.304(e), all evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

3.03.1 Evaluation Criteria

This procurement will utilize a technical tradeoff source selection strategy to make an integrated assessment for a best value award decision. Tradeoffs will be made between Small Business Preference, Past Performance, Technical Approach, and Price, with Small Business Preference,

Past Performance and Technical Approach, when combined, being considered significantly more important than price.

While NWP will strive for maximum objectivity, the tradeoff process by its nature is subjective; therefore, professional judgment is implicit throughout the selection process.

NWP may determine that an offer is unacceptable if the prices are significantly unbalanced.

It should be noted that the closer compliance, Small Business Preference, Technical Approach, and Past Performance evaluations of competing proposals become, the more important price becomes.

Award will be made to the responsible Offerors whose proposal represents the best value to NWP and the DOE.

3.03.2 Evaluation Process

Past Performance Criterion

The Offeror shall discuss in narrative form, its past performance for work similar, or related to, the work being described in the SOW and shall describe the corporate experience detailing its experience in the management and operation of providing technical support services for government or commercial clients, including work of team members or Subcontractors performing 30 percent of the work. The Offeror shall also include a reference list with contact name and telephone number for all experience described above. If the Offeror proposes to use partners or lower tier suppliers, it should include their proposed roles under this subcontract and provide a statement detailing their qualifications and experience relevant to those roles.

The past performance assessment will assess the confidence in the Offeror's ability to successfully accomplish the requirements of the SOW based upon the Offeror's or team members' demonstrated present and past work record. NWP will evaluate the Offeror's demonstrated record of contract compliance including price and schedule.

The currency and relevancy of the information, the source of the information, content of the data, and general trends in the Offeror's performance will be considered.

NWP will perform an independent determination of the relevancy of the data provided or obtained. A relevancy determination of the Offeror's present/past performance will be made.

NWP is not bound by the Offeror's opinion of relevancy. NWP may consider an Offeror's contracts in the aggregate in determining relevancy should the Offeror's present and past performance lend itself to this approach. For example, an Offeror's work experiences on previous contracts, may by definition, represent only a semi-relevant effort when each contract is considered as a stand-alone effort. However, when these contracts are performed concurrently (in part or in whole) and are assessed in the aggregate, the work may more accurately reflect a very relevant effort.

The following ratings for relevancy assessment shall apply:

Rating	Definition
Very Relevant	Present/past performance programs involved the magnitude of effort and complexities, which are essentially what this RFP requires.
Relevant	Present/past performance involved less magnitude of effort and complexities, including most of what this RFP requires.
Semi-Relevant	Present/past performance involved much less magnitude of effort and complexities, including some of what this RFP requires.
Not Relevant	Did not involve any significant aspects of the above.

In assessing present/past performance, NWP will employ several approaches, including, but not limited to:

Information utilized may be obtained from the references listed in the proposal, as well as from other sources known to NWP, including past experiences with NWP if applicable. Evaluation of present and past performance will include consideration of overall customer satisfaction and conclusions of informed judgment.

Offerors may be given an opportunity to address adverse past performance information if the Offeror has not had a previous opportunity to respond to the information.

NOTE: NWP shall not reveal the names of the individuals providing reference information about an Offeror's past performance. The confidence assessment will consider issues including, but not limited to, the number and severity of problems, the appropriateness and /or effectiveness of any corrective actions taken (not just planned or promised), and the Offeror's overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends.

Past performance information will also be considered regarding any critical Subcontractors. If an Offeror, or the proposed employees of the Offeror, do not have a past performance history deemed relevant to the RFP, the Offeror will receive a neutral confidence rating. The neutral confidence rating will be considered in the overall assessment for a best value decision.

An overall confidence assessment rating will be made. The following confidence assessment ratings apply:

Rating	Definition
Exceptional/High Confidence	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
Very Good/Significant Confidence	Based on the offeror's performance record little doubt exists that the offeror will successfully perform the required effort.
Satisfactory/Confidence	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
Neutral/Unknown Confidence	No performance records identifiable.
Marginal/Little Confidence	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offerors existing processes may be necessary in order to achieve contract requirements.
Unsatisfactory/No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

Criteria – 1 - Technical Proposal

Sub-criteria are:

1. A. Qualifications of Technicians proposed (Resumes)
1. B. Availability of Technicians

Evaluations of criteria may be conducted using any rating method or combination of methods, including color or adjectival ratings, numerical weights, and ordinal rankings.

An overall confidence assessment rating will then be made of the narrative input received. The following confidence assessment ratings apply:

Rating	Definition
Exceptional/High Confidence	Based on the offeror's management proposal, essentially no doubt exists that the offeror will successfully perform the required effort.
Very Good/Significant Confidence	Based on the offeror's management plan input, little doubt exists that the offeror will successfully perform the required effort.
Satisfactory/Slight Confidence	Based on the offeror's management plan input, some doubt exists that the offeror will successfully perform the required effort.
Unsatisfactory/No Confidence	Based on the offeror's management plan input, extreme doubt exists that the offeror will successfully perform the required effort.

Technical Approach and Past Performance are of equal importance. Sub-factors of the Technical Approach are of equal importance to each other. Small Business status will be considered in evaluation of offerors. Technical Approach, Past Performance and Small Business Status, when combined, are more important than Price.

Preference for Small Business

NWP reserves the right to award to a Small Business concern under NAICS Code 561320, Temporary Help Services, (size standard \$27.5M). The Subcontractor shall self-certify and provide documents confirming they qualify to the above NAICS Code 922160, Fire Protection.

3.04 Adequate and Specific Information

Offerors should carefully examine this Request for Proposal, including the schedule, drawings (when applicable), specifications, and other information made available to them, and fully inform themselves as to all conditions and matters which can in any way affect the order requirements or the cost thereof.

4.00 PROPOSAL RESPONSES

Preferred method of proposal submittal is via email to the Procurement Specialist at mark.chavez@wipp.ws

5.00 SOLICITATION DOCUMENTS/SUBMITTALS:

5.01 Supplier Submittal

The supplier is to submit the following information/documents with its proposal:

1. Signed RFP Form
2. Technical Proposal
3. Price Proposal
4. *NWP Representations, Certifications, and Notices Applicable To Offers In Excess Of \$25,000
5. *NWP Supplier Application
6. *Organizational Conflict of Interest
7. Subcontractor Safety Qualification Form

***NOTE – THESE ITEMS ARE NOT PROVIDED WITH THIS RFP. THESE DOCUMENTS ARE AVAILABLE ON THE INTERNET AT:**

<http://www.wipp.energy.gov/proc/html/business.htm>

5.02 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Organizational Conflict of Interest (OCI) statement may be required upon the request of the Procurement Specialist prior to award.

- (a) Purpose. The purpose of this clause is to ensure that the Offeror;
 - (1) Is not biased because of its 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) Definition. 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 the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (c) An "Organizational Conflict of Interest" disclosure statement must be completed by the potential successful Offeror upon the request of the Procurement Specialist prior to a pending award. The statement must include the following:
 - (1) Name company issuing the solicitation and the Request for Proposal number.
 - (2) The name, address, telephone number, and federal taxpayer identification number of the Offeror.
 - (3) A description of the nature of the services rendered by or to be rendered on the instant contract.

- (4) The statement must include any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interest resulting to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), and the name of a responsible officer or employee of the Offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extend of the interest and entity or entities involved in the financial relationship. For these and any other interests, enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
- (5) Or a statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract under question has been communicated as part of the statement required by (c) above.

(d) Failure of the Offeror to provide the required statement may result in the Offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statement or such other provisions provided for by law or regulation.

(e) A conflict of interest will not prevent the award of an Agreement but may require special provisions to minimize the impact of such a conflict.

5.03 Subcontractor Safety Qualification Form:

The completion of the attached Subcontractors Safety Qualifications form #EA12IS01-6-1-0 is required and must be submitted with your proposal.

The supplier's failure to comply with applicable safety requirements identified in the form may result in not being considered for this solicitation.

PART II – THE PROPOSED SUBCONTRACT

1.00 SUBCONTRACT TYPE/TAX CONSIDERATIONS

1.01 Subcontract Type

This is a Time and Material subcontract with Firm-Fixed Fully Burdened Labor rates.

1.02 New Mexico Gross Receipts and Compensating Taxes - Exemption

Material, equipment, supplies, or services provided under this Subcontract are exempt from New Mexico Gross Receipts and Compensating Taxes. A Non-Taxable Transaction Certificate will be issued upon request, if one has not previously been issued, to effect this exemption. This exemption applies only to the Subcontractor, not to any lower tier Subcontractors or suppliers. For work performed in New Mexico, Subcontractors may be required to provide a Combined Reporting System (CRS) identification number obtained from the New Mexico Taxation and Revenue Department.

The Subcontractor shall be responsible for following all applicable federal, state, and local tax laws, including payment of all federal, state, and local taxes, as applicable. The Subcontractor shall be responsible for the flow down of all applicable federal, state, and local tax requirements to any lower tier suppliers it uses in the performance of this subcontract. Tax obligations of lower tier suppliers shall be the responsibility of the Subcontractor and/or the lower tier supplier.

1.03 Pricing

This subcontract will be issued with a not-to-exceed ceiling of **(TBD)** for the period of performance identified herein.

The following pricing applies to this subcontract:

Labor Classification: **Fire Protection Support Staff Augmentation (Technicians)**

Hourly Labor Rate: \$ _____

Total Labor Estimate: \$ _____

Lodging and M&IE: \$ _____

Travel: \$ _____

1.04 Limitation of Funds

Funding for this subcontract will be provided on a fiscal year basis only and will be limited to the amount stated herein. The Procurement Specialist's obligation for payment, due to the Subcontractor's performance of this subcontract, is contingent upon the availability of appropriated funds from which payment for subcontract purposes can be made. No legal liability on the part of the Procurement Specialist or any payment may arise until funds are made available to the Procurement Specialist for this subcontract.

1.05 Subcontractor Travel Costs Reimbursement

1.05.1 Applicability

Reimbursement for subsistence expenses, as contained herein, shall be made for those Subcontractor non-local employees performing services who incur travel expenses, lodging, and meals and incidental expenses (M&IE) on an extended personnel assignment defined as any assignment to a domestic location different than their normal duty station for a period expected to exceed 30 consecutive calendar days.

The per diem rates shall be in accordance with 41 CFR (Code of Federal Regulations) Federal Travel Regulation (FTR) Part 300; Chapter 301-11, Subpart A (see <http://www.gsa.gov/perdiem>), as amended and explained in 1.05.3 and 1.05.4 below.

Other than Lodging and Transportation, receipts are not required for individual expenses less than \$75.00 (fuel, phone, etc.), but the cost must be reasonable and appropriate. Any individual expenses over \$75 must be listed separately and receipts provided. **Receipts for all lodging and transportation expenses are required. Lodging expenses include all applicable taxes.** Subsistence expenses shall not include any adders or fees from the Subcontractor.

Local employees of the Subcontractor are not entitled to reimbursement for subsistence expenses as identified herein.

1.05.2 Travel and Living Expenses En Route

Reimbursement shall be based on the following requirements:

Reimbursement is made for one-way travel (by airline, personal vehicle, train, bus, etc.) for the subcontract employee from the employee's regular work location or home location, on commencement of the assignment, to the temporary work location and back to the subcontract employee's regular work location or home location on completion of the assignment. Reimbursement will also include lodging and M&IE while the subcontract employee is en route between the regular work location and the temporary assignment location. Receipts for en route travel and lodging are required. Personal vehicle mileage reimbursement shall be in accordance with the latest reimbursement amount authorized under the Federal Travel Regulations.

All travel expenses to and from the temporary assignment location for the subcontract employee's family is the responsibility of the subcontract employee.

1.05.3 Lodging

Due to increased activity from the oil and gas industry in the area, Carlsbad, NM and Hobbs, NM are experiencing unusually high lodging rates. The Department of Energy-Carlsbad Field Office (DOE-CBFO), in accordance with Federal Travel Regulations Paragraph 301-11.303, has granted approval for subcontractors to utilize the actual expense method for lodging per diem in Carlsbad, New Mexico and Hobbs, New Mexico for Fiscal Year 2016 (FY16) under NWP Prime

Contract DE-EM0001971 with the following ceilings for actual expenses. These ceilings are authorized as the revised FY16 per diem rates for subcontracts issued under DE-EM0009171 in lieu of the General Services Administration (GSA) per diem rates for FY16. The new DOE-CBFO maximum authorized actual expense method rates are:

\$210.00 per night for Carlsbad
\$120.00 per night for Hobbs

Although the GSA per diem rates for lodging for FY16 increased to \$148.00 for Carlsbad and \$89.00 for Hobbs, the hotel rates for both cities continue to exceed the lodging per diem rate due to the oil and gas activity in the regional area.

In accordance with DOE Acquisition Letter 2013-01, Contractor Domestic Extended Personnel Assignments, during the first 60 days and last 30 days of an assignment, NWP will reimburse costs associated with lodging at the lesser of the per diem rates (\$210 and \$120, respectively) or actual cost. The remainder of the temporary duty, NWP will reimburse the lesser of actual expenses or 55% of the authorized per diem.

Although this approval is issued for all of FY16, the DOE-CBFO will periodically survey local hotel rates throughout the year to determine whether the cost ceilings should be further adjusted based on changes to hotel rates in the region. NWP reserves the right to adjust the actual expense method authorized Lodging Rates based on changes directed by DOE-CBFO.

To help minimize lodging expenses, subcontract personnel should try to negotiate lower nightly rates based on longer term stays, if at all possible, and also look into more permanent lodging accommodations such as renting apartments or houses for long term assignments.

All lodging expenses for the subcontractor's family to and from the temporary assignment location, and while at the temporary assignment location are the responsibility of the subcontract employee.

1.05.4 Meals and Incidental Expenses (M&IE)

For the first 30 days and last 30 days of the assignment, per diem for M&IE shall be reimbursed at the lesser of actual costs or 100% of the Federal per diem rate for M&IE at the location where lodging is obtained. The intervening days will be reimbursed at the lesser of actual cost or 55% of the Federal per diem rate for M&IE at the location where lodging is obtained.

All M&IE expenses for the subcontractor's family to and from the temporary assignment location and while at the temporary assignment location are the responsibility of the subcontract employee.

1.05.5 Home Visits for Temporary and Extended Assignments

Subcontract employees on temporary assignment can return home once every 4 work weeks back to the permanent residence. If the subcontract employee is not returning to the permanent

residence, reimbursement shall be equal to the cost of the trip to the permanent residence. The spouse, partner, or immediate family member of the subcontract employee can be flown into the temporary assignment area and will be considered as the return trip home. Any time taken off during a normal work schedule at the temporary work location must be arranged with the subcontract employee's immediate supervisor at the temporary work location. A non-emergency trip home within a 4 week period is allowed if approved by the NWP supervisor, and will count as the trip home for that 4 week period. Reimbursement will include roundtrip travel by airline, personal vehicle use, bus, train, etc.

For travel home, personal vehicle mileage reimbursement shall be in accordance with the latest reimbursement amount authorized under the Federal Travel Regulations.

While at home, personal vehicle mileage, rental cars and any other type of transportation costs are unallowable, except for round trip transportation to and from the airport when travel mode is via airline.

1.05.6 Emergency Trips Home

Emergency trips are allowed under the following circumstances:

- a. Death of a member of the subcontract employee's or spouses immediate family.
- b. Critical illness of a member of the subcontract employee's or spouses immediate family (this also applies to a spouse traveling to be with an employee who is on travel and who becomes critically ill).

Reimbursed travel expenses include airfare, transportation to and from airports, and meals in route. Employees should file an expense report to obtain reimbursement.

Personal vehicle mileage reimbursement shall be in accordance with the latest reimbursement amount authorized under the Federal Travel Regulations.

While at home, personal vehicle mileage, rental cars and any other type of transportation costs are unallowable, except for round trip transportation to and from the airport when travel mode is via airline.

1.05.7 Rental Cars

Only compact rates for rental cars are allowable for reimbursement. Subcontractors are authorized to use NWP's corporate agreement with Enterprise (CID# XZ32001, Business) at a rate of \$30.36 per day for a compact car, or NWP's secondary corporate agreement with Avis (AV78530) may also be used at a rate of \$35.00 per day for a compact car.

If a rental rate higher than those identified herein is obtained for a compact car or if a compact car is not available, a written justification must be provided with the expense report explaining why the higher rate is being incurred or why an upgrade at a higher cost is necessary in order for reimbursement to be considered. An upgrade at no additional cost is allowable.

The following charges are not allowable for rental cars:

1. Upgrades with no reasonable justification provided.
2. Additional insurance coverage.
3. GPS devices
4. Fuel service provided by rental car company

Note that Subcontractors may choose to pay for upgrades and additional charges at their own expense.

Charges for gasoline used in rental cars are allowable. Subcontractors are required to refuel rental cars prior to returning cars.

1.05.8 Privately Owned Vehicles (POV)

If a POV is used in lieu of airline transportation to and from the Carlsbad/Hobbs, NM area, mileage will be reimbursed at the lower of the current General Administrative Services (GSA) mileage rate or the cost of airline transportation. A comparison evidencing the lower cost is required to be submitted with invoices for reimbursement.

If a POV is used in place of a rental car for an assignment expected to be 90 days or less, mileage to and from the WIPP Site is considered business travel and shall be reimbursed at the current General Administrative Services (GSA) mileage rate for privately owned vehicles as. Mileage shall be reimbursed based on the following:

- 70 miles round trip from Carlsbad, NM
- 105 miles roundtrip from Hobbs, NM

If the assignment is expected to be in excess of 90 days, mileage to and from the WIPP site is considered commuting to the primary work location, and therefore, is not reimbursable.

2.00 DESCRIPTION/SCOPE OF WORK/STATEMENT OF WORK

2.01 Statement of Work

Subcontractor shall provide all labor, transportation, equipment and all other essentials necessary to provide the Fire Protection Technician Support Staff Augmentation as described in the attached Statement of Work, "Fire Protection Support Staff Augmentation, Waste Isolation Pilot Plant (WIPP), Revision 0", dated May 11, 2016

3.00 PLACE OF PERFORMANCE

The services performed under this subcontract will be performed at the WIPP Site located 33 miles east of Carlsbad, New Mexico, the Skeen-Whitlock Building, Carlsbad, NM or at the subcontractor's home location.

4.00 PERIOD OF PERFORMANCE

The period of performance of this subcontract shall be from June 15, 2016 or the actual date of award through December 31, 2016.

4.01 Option to Extend Services

NWP may require continued performance of any services during the base period of performance or during any exercised option period within the limits and at the rates specified in the subcontract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

5.00 QUALITY REQUIREMENTS

5.01 Quality Requirements

MANAGEMENT LEVEL:

NWP has graded the items as a Management Level (ML) - 4 which is defined as Generally consisting of Balance of Plant structures, systems, and components (SSCs) where controls consist of ensuring industry codes and standards are applied.

5.02 Nuclear Hazards Indemnity Representation

The obligation of NWP to indemnify the Subcontractor is subject only to that indemnification provided to NWP under DEAR 952-250-70.

The Supplier must maintain an active status on the Nuclear Waste Partnership Qualified Suppliers Listing and be authorized to provide the requested material and/or services.

6.00 SPECIAL SUBCONTRACT REQUIREMENTS

6.01 Payments Under Time and Material/Labor Hour Subcontracts

A. The amount shall be computed by multiplying the appropriate hourly rate prescribed therein by the number of direct labor hours performed. The rate shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Subcontractor shall substantiate invoices by evidence of a summary sheet identifying total labor hours worked by individual or other substantiation approved by the Procurement Specialist.

By supplying a summary sheet for total labor hours, the Subcontractor certifies to the accuracy of its timesheets and provides assurance that all supporting documentation for invoices is available for review or audit if requested by NWP or the government.

The Subcontractor also agrees not to approve its employee's timesheets using a "rubber or digital signature stamp", except in the case of electronic timesheets where electronic approvals are acceptable, and the software utilized for timesheets, billing, and accounting includes basic internal control features that are consistent with generally accepted auditing standards.

B. The Subcontractor is responsible to ensure that invoices are at the stated, contractual prices; travel, lodging, and per diem expenses are within allowable FTR limits; calculation of hours worked and rates are accurately determined and reported; and billing periods, with time sheets, flow in order from one billing period to the next. Failure to ensure that invoices are accurate gives NWP the right to make corrections as necessary and to offset payment against current and/or subsequent invoices without notice to the supplier. The Supplier can recover any short-payments by supplying NWP with the proper documentation substantiating the invoices. The Supplier shall make its payment requests and submit the required documentation substantiating its claims within 60 days of receiving notice of the short-payment from NWP. Notice to the Supplier can include a communication from NWP verbally or in writing indicating a short-payment or simply a payment of an invoice for less than the requested amount.

C. Electronic invoices are the preferred method for invoicing and shall be emailed to the following:

NWPAccountsPayable@wipp.ws

Hardcopy invoices are only to be submitted if the supplier does not have the capability of submitting invoices electronically. In this case, invoices can be mailed to:

Nuclear Waste Partnership, LLC
Attn: Accounts Payable GSA-206
P. O. Box 2078
Carlsbad, NM 88221-2078

6.02 Procurement Specialist's Authorized Representatives

The representatives of NWP Procurement designated below are the only persons authorized to bind NWP contractually in connection with this subcontract. Authorized representatives may only be revised via written change notice.

Senior Procurement Specialist	- Mark W. Chavez, CPCM
Manager of Procurement Services	- Mark Edwards, C.P.M.

6.03 Responsibility of the Procurement Specialist

The cognizant Procurement Specialist is completely responsible for the administration of any resulting contract for NWP. All communications, submittals, etc., shall be submitted to the cognizant Procurement Specialist unless otherwise specified in the contract. The Subcontractor shall be directed to act only in response to written direction issued by contractually authorized Procurement personnel.

6.04 Subcontract Technical Representative (STR)

There is no STR for this Subcontract as of the issuance of the Purchase Order. The Technical Manager (TM) who will be responsible for technical supervision of the staff augmented under this Purchase Order is Mr. William Till. All services to be performed under this subcontract shall be under his or her direction. All other communications shall be directed to the Buyer. The TM is not authorized to make any changes to the Statement of Work or any changes that impact the cost or schedule of this subcontract.

The TM:

- Is not authorized to make any changes in the subcontract. Recommendations (with supporting documentation) may be made to Procurement who will evaluate the proposed alteration and conduct all negotiations with the Subcontractor if deemed advisable.
- Will furnish technical assistance to Procurement and ensure the Subcontractor's compliance with the technical requirements of the subcontract. Disagreements between the TM and the Subcontractor must be referred to the Procurement Specialist.
- Should attend pre-performance conferences and any other meetings in which instructions are given to the Subcontractor.
- Must not interpret the subcontract for the Subcontractor; refer him/her to the Procurement Specialist.
- Must not work for the Subcontractor when responsible for inspecting and/or certifying that Subcontractor's services as being inspected.
- Must maintain records to substantiate services rendered.
- Will coordinate quality assurance requirements as stated in the SOW and/or body of the purchase order.
- Will review invoices and appropriate backup and will submit to Accounting.
- Will maintain a file of all reports, correspondence, memoranda, and other pertinent documentation for each subcontract to which the TM is assigned.
- Is responsible for coordinating and integrating safety requirements into subcontractor's work as stated in the SOW and NWP procedure, Safety Rules for Subcontractor's Work On-Site: Industrial Safety Program -Visitor, Vendor, User, Tenant, and Subcontractor Safety Controls.

The duties of the TM may not be delegated. In the event personnel changes are necessary during the subcontract period, the designated TM will be terminated and a new one will be appointed. Terminations and appointments will be made in writing to the Subcontractor.

The TM DOES NOT have the authority to:

- Clarify, make, or infer legal interpretations on the scope or intent of the subcontract.
- Approve subcontract procedures.
- Authorize the expenditure of funds.
- Levy or impose any task not specifically provided for in the subcontract.
- Enter into contractual agreements with the Subcontractor.
- Issue directives to the Subcontractor.
- Offer advice or recommendations to the Subcontractor that could directly or indirectly affect pending Procurement determination as to fault or negligence.

6.05 System for Award Management (SAM) Requirements

In accordance with Federal Acquisition Regulation (FAR) Sub-Part 52.204-7, System for Award Management, the Subcontractor shall be registered and maintain registration in the System for Award Management (SAM) database. The SAM database may be found at: <https://www.sam.gov/portal/public/SAM/>

6.06 Subcontractor and Sub-tier Subcontractor Pre-Employment Background Check

Prior to beginning work at the WIPP Site, the DOE Skeen-Whitlock Building, or other DOE covered work locations, Subcontractor and sub-tier Subcontractor personnel are required to pass a pre-employment background check.

Background checks must include Law and Credit checks as follows:

1. Identity verification
2. Social Security Number check
3. Criminal record check
4. Bankruptcies, Tax liens, Judgments
5. Motor Vehicle Record
6. Sex Offender Registry
7. Credit Report
8. Reference Checks
9. Verification of Education
10. Verification of Professional License

Background checks will be submitted directly to the WIPP Security Department to determine if the background check is acceptable. In those cases where a Subcontractor or sub-tier Subcontractor is not available in time to submit a background check, the Subcontractor can

request a background check be performed by the WIPP Security Department on behalf of the Subcontractor.

6.7 Subcontractor and Sub-tier Subcontractor Fitness For Duty

Prior to beginning work at the WIPP Site, the Skeen-Whitlock Building, or other DOE covered work locations, subcontractor and sub-tier subcontractor personnel are required to pass a pre-employment drug and alcohol screen. If the Subcontractor has an existing Substance Abuse Plan, the Subcontractor drug screens will be submitted directly to NWP Health Services (HS) to determine acceptability of the screen. If the Subcontractor does not have a plan, the pre-work screens will be conducted by NWP HS, on behalf of the Subcontractor, on the first work day prior to beginning work. The screens should be limited to those subcontractor and sub-tier subcontractor employees that must be present to complete work at that time.

Because of the presence and the effects of drugs and or alcohol in the workplace, it is imperative and appropriate the WIPP take specific actions to insure not only our success, but also the health, safety and success of our subcontractors and their sub-tier subcontractors as well. In order to accomplish this goal, WIPP has implemented the Workplace Substance Abuse Program at DOE sites and flows down the requirements of the program through the General Provisions. As such, this requires the subcontractor to flow down the requirements of the Workplace Substance Abuse Program and the requirements of CFR 851, Worker Safety and Health Program to sub-tier subcontractors.

Subcontractors that have Substance Abuse Plans are required to submit its plan to NWP that meets NWP standards for substance abuse testing, and is auditable by NWP. Subcontractors may do their own collection under their approved plan or NWP HS can perform the collection. Subcontractors that have elected to use NWP HS as collectors will be responsible for:

- Providing all testing kits, preprinted chain of custody forms, and mailing supplies.
- Making their own random selections.
- Notifying NWP HS that a designated number of selections have been made and ensuring there are no scheduling conflicts.
- Ensuring that employees arrive as scheduled for testing
- Ensuring that all results are sent to their designated representative.
- Ensuring that NWP HS has been notified of any positive results.
- Maintaining a FFD program that can be audited for compliance.

Subcontractors who require unescorted access to site facilities will be tested by NWP HS prior to initial work, and every 30 days thereafter, if not covered by an approved substance abuse plan.

Substance abuse testing, both drug and alcohol, will be performed by NWP HS or under the subcontractor's approved plan when any subcontractor employee accessing WIPP facilities is suspected of being under the influence of drugs and/or alcohol (Reasonable Suspicion Testing).

6.8 Correspondence Procedures

Mr. William Till is the Technical Manager (TM) for this Purchase Order. Technical correspondence (as used herein, this excludes correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modification, to the requirements, terms and conditions of this subcontract) shall be addressed to the Senior Procurement Specialist's technical representative, with an informational copy of the basic correspondence to the Senior Procurement Specialist . The address of the Senior Procurement Specialist's TM is as follows:

Nuclear Waste Partnership LLC
P.O. Box 2078
Mail Stop GSA-208
Carlsbad, NM 88221-2078
Attn: William Till

All other correspondence shall be addressed to the Senior Procurement Specialist.

6.9 Rules of Conduct

The Subcontractor will be responsible for appropriate action to avoid and/or immediately correct and control any of the following activities by its personnel on government facilities or adjacent Department of Energy property: any criminal, unsafe or immoral conduct; the willful damage to, the misappropriation of, or misuse of government property; or any other careless, abusive, or disorderly conduct.

6.10 Facility Access and Training Requirements

The Subcontractor's personnel will be required to follow all facility access and training requirements as required by the WIPP Site and/or generator/host facilities where work will be performed.

6.11 Requirements for On-Site Work

Prior to beginning any work at the WIPP Site or other DOE WIPP Site covered workplaces/activities, the Subcontractor shall:

- Communicate with the TM relative to the overall safety of the work being performed
- Obtain a copy and follow all applicable NWP work control documents
- Follow all required WIPP safety rules for on-site work as identified in the statement of work and subcontract
- Follow all work authorization and release requirements as identified in the statement of work and subcontract
- Ensure completion of WIPP Specific Lock Out/Tag Out training as applicable
- View the NWP QA Video for Subcontractors located at <http://www.wipp.energy.gov/proc/html/SubSafety.htm>

6.12 Holidays, Vacations, or Absences

Compensation for any holidays or absences for any cause whatsoever shall not be paid by Procurement Specialist. The Subcontractor's personnel shall be required to observe NWP's holidays and normal working hours when working at the WIPP site, unless requested otherwise by the Senior Procurement Specialist.

The following holidays are observed by NWP:

New Year's Day	1 January
Good Friday	Second Friday in April
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	24 December
Christmas Day	25 December

Note: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

NWP personnel are working a two week cycle, comprised of four nine-hour work days (Monday through Thursday) and one eight-hour workday (Friday) which provides employees every other Friday off.

6.13 Insurance Requirements

The Subcontractor shall procure and maintain, during the period that this Subcontract remains in force, insurance coverage with limits of not less than those identified in the insurance clause of the NWP General Provisions document applicable to this subcontract (see Section 7.00, Applicable Documents, for location of General Provisions document).

The Subcontractor will require all insurance companies, issuing policies of insurance for Subcontractor, to certify on an acceptable form to the Contractor, prior to the commencement of any work, that such policies have been issued and are currently in effect. Certified copies of insurance policies procured by Subcontractor shall be furnished to Contractor, upon the request of Contractor.

6.14 Independent Subcontractor / Relationship of Personnel and NWP

The Subcontractor shall perform all work required by this order as an independent subcontractor and shall remain an independent subcontractor in its relationship with NWP and the Government under the term of this order. The Subcontractor shall have control of the manner and means of performing its work, and directing and supervising its employees in achieving work results.

The Subcontractor does not have, nor shall it represent that it has any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon NWP, or the Government. Nothing contained herein or in any document executed in connection herewith, shall be construed to create an employer-employee, partnership, agent of, or joint venture relationship between the Subcontractor and NWP, any of NWP's affiliates, or the Government, for any purpose.

The Subcontractor shall be responsible for providing all human resource management to its personnel, including, but not limited to, hiring and firing, assigning personnel to the job, validating and signing time records, informal coaching, formal performance evaluations and providing counseling when necessary, setting personnel pay rates and benefits including pay increases, and maintaining disciplinary duties and taking actions as necessary including time off or termination.

The Subcontractor shall be responsible for all of the benefits afforded to its employees, including, but not limited to, unemployment insurance, medical insurance, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, training, permits, or licenses, or employee benefits of any kind.

The consideration identified in this order shall be the sole consideration due to the Subcontractor for the services provided herein. It is understood that NWP and the Government shall not be responsible for withholding taxes with respect to the Subcontractor's compensation under this order. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal law, or union, or professional guild regulation, shall be the Subcontractor's sole responsibility.

6.15 Non-Exclusivity

NWP reserves the right to utilize supplementary staffing from other sources other than the Subcontractor to meet NWP work requirements without penalty to NWP.

6.16 Assignment

This Subcontract shall not be assignable by the Subcontractor without the express consent of NWP.

6.17 Confidential Information

It is the responsibility of the Subcontractor to inform all personnel that any information communicated to the Subcontractor personnel in the performance of any duties at any NWP facility shall be considered to be of a highly confidential nature. It is agreed that no oral or written disclosure of this information can be made without prior written consent from NWP.

6.27 Transportation

Transportation is not available from Carlsbad, NM or Hobbs, NM to the WIPP facility.

6.28 Safety Regulation

While performing work on a NWP or Government controlled or owned site, the Subcontractor agrees to conform to all health and safety regulations and requirements of NWP and the Department of Energy. The Subcontractor shall take all reasonable steps and precautions to protect health and minimize danger from all hazards (life and property), and shall make all reports and permit all inspections as provided in such regulations or requirements.

In the event that the Subcontractor fails to comply with safety and health regulations or requirements of NWP or the Department of Energy, NWP without prejudice to any other legal or contractual rights of NWP or the Department of Energy, may issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may only be issued at the discretion of NWP. The Subcontractor shall make no claim for an extension of time or for compensation of damages by reason of or in connection with such work stoppage. Any safety incidents occurring as a result of supplier's failure to comply with applicable safety and health regulations or requirements may result in reduced fee or profit for work performed under this subcontract in accordance with DEAR 970.5215-3 Conditional Payment of Fee, Profit, or Incentives.

7.00 APPLICABLE DOCUMENTS

The following document(s) are provided with this subcontract and shall have the same force and effect as if set forth in full in the body of the subcontract.

- 7.01 *NWP General Provisions for Firm-Fixed-Price Orders with Provisions for Labor Hours and Time and Material Subcontracts, FP/LH/T&M 10/12, Rev. 0
- 7.02 * NWP Representations, Certifications and Notices Applicable to Offers In Excess of \$25,000, dated 10/1/2012.
- 7.03 * Safety Rules for Subcontractors (Work on Site): WIPP Procedure (WP) 12-IS.01 Revision 15 Industrial Safety Program -Visitor, Vendor, User, Tenant, and Subcontractor Safety Controls
- 7.04 * WIPP Procedure (WP) 15-GM.02 Worker Safety and Health Program Description, Rev. 10
- 7.05 * WIPP Procedure (WP) 15-GM.03 Integrated Safety Management System Description, Rev. 9
- 7.06 * WIPP Procedure (WP) 15-HS.02 Occupational Health Program, Rev. 8

*These documents are not provided with this RFP. These documents are available on the Internet at <http://www.wipp.energy.gov/proc/html/business.htm>

7.08 NWP Statement of Work Fire Protection Support Staff Augmentation Waste Isolation Pilot Plant (WIPP) May 11, 2016 Revision 0

7.09 Organizational Conflict of Interest (OCI) Disclosure or Representation Enclosure.

8.00 ORDER ACKNOWLEDGEMENT

Subcontractor shall acknowledge acceptance of this document as provided herein within five (5) days after receipt of this order by signing below and returning the acknowledgement to the Procurement Specialist.

Acknowledged by:

Printed Name

Signature

Date