



## Request for Proposal

Solicitation #: 299383  
Date Issued: August 31, 2017

Issued To:

TBD

This Request for Proposal (RFP) is issued under the authority of the Department of Energy Prime Contract DE-AC06-09RL14728.

This RFP is issued by:

Mission Support Alliance, LLC  
P.O. Box 650  
Richland, WA 99352

Contract Specialist:  
Dana Looney  
509-376-0252  
Dana\_D\_Looney@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by the close of business (4:00 P.M., PST) on September 14, 2017 to the address shown above, attention to the Contract Specialist identified above.

All questions are to be directed to the Contract Specialist identified above. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations, or omissions may be grounds for rejection of proposals submitted.



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### A.1 North American Industry Classification System (NAICS) Code and Size Standard

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code 611430 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is 11 million dollars.

If this solicitation is designated as a small business set-aside, the Offeror certifies that they are a small business by submitting a proposal or an offer to this solicitation.

### A.2 Small Business Set Aside – Solicitation

(A03) Rev. 2 08/20/2013

Proposals made under this acquisition are solicited from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone Small Businesses. Any resulting Subcontract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

Business classifications must comply with Small Business Administration guidelines.

In general:

A.0 Small Women-Owned, Service Disabled-Veteran Owned Business and Small Disadvantaged Business may self-certify their business size.

B.0 Small Disadvantaged Business Qualifications: A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a "[preponderance of the evidence](#)" that they are disadvantaged. All individuals must have a net worth of less than \$750,000.00, excluding the equity of the business and primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry.

The following Small Business Concerns must be certified by the Small Business Administration (SBA):

C.0 [HUBZone Small Business Qualifications](#): A firm can be found to be a qualified HUBZone concern, if:

- It is [small](#),



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- It must be owned and controlled by at least 51% by U.S. Citizens, a Community Development Corporation, an agricultural cooperation, and/or Indian tribe,
- It is [located in an “historically underutilized business zone”](#) (HUBZone), and
- At least 35% of its employees must reside in a HUBZone.

### A.3 Proposal Submittal

(A37) Rev. 0 03/14/2011

1. Proposals are to be received by the close of business (4:00 P.M., PST) on the date specified in the Solicitation.

**Please provide pricing on a per class basis for the base period 10-01-2017 through 09/30/2018 and for an additional 4 years through 09/30/2022. For that same time frame, please provide an hourly rate for tasks not covered by one of the listed classes.**

**Please see the scope of work for a list of classes to price.**

2. Other Proposal Methods

Proposals, upon approval by Contract Specialist, may be submitted by E-mail (preferred), telephone, fax, mail, or hand delivered. The original proposal form and certifications must be sent to the Contract Specialist when requested as confirmation.

3. Late Proposals

A proposal is considered late if it is received at the office designated in the solicitation after the exact time and date specified for receipt and will not be considered unless:

- a. It was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or
- b. It was sent by mail, telephone, or fax, if authorized by the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or
- c. It is the only proposal received.

4. Proposal Changes



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Any modification of a proposal, including the Contract Specialist's request for "Best and Final Offer," is subject to the same conditions as in the "Late Proposals" section above.

### 5. Withdrawal of Proposals

Proposals may be withdrawn by written or electronic notice to the Buyer at any time prior to award. A Subcontractor, or its authorized representative, may withdraw proposals in person, provided their identity is made known and they sign a receipt for the proposal.

### A.4 Basis of Award – Best Value

(A86) Rev.1 2/28/2013

Award may be made to the Offeror submitting the best proposal in which both cost/price and other specifically defined factors will be the basis of award. See evaluation criteria below

This Procurement is a **70% technical/30% cost** competitive procurement. Please notice technical requirements below.

#### Technical Requirements:

- Instructional and presentation skills as demonstrated in the interview and the 10 to 15 minute presentation to HAMMER Training staff
- A High School diploma is required
- Three (3) years of implementation and/or operational experience with the laws listed under Section 5.1 Technical Qualifications listed in the statement of work
  - Familiarity with laws listed under Section 5.1 Technical Qualifications listed in the statement of work
  - Experience working at a Government Owned Facility, i.e., Department of Energy (DOE), Department of Defense (DOD)



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### A.5 Proposal Submission Requirements

(A96) Rev. 0 7/15/2010

There may or may not be an award made as a result of this Solicitation. MSA is under no obligation to pay the Offeror for the preparation or submittal of any response to this Solicitation.

Offerors shall submit an original and two copies (or as otherwise specified by Buyer) of the complete proposal package.

Offeror shall insert the necessary information required on the Solicitation. Any proposals not submitted in accordance with the Solicitation may be considered nonresponsive. Unless otherwise requested, Offeror is to propose price and delivery based upon their normal work week. In addition, Offeror is to specify basis of normal workweek (i.e., number of days/week and number of hours/day).

Compliance with specifications and other requirements of this Solicitation is essential. Unless otherwise indicated by Offeror, Offerors signature on their proposal shall indicate unqualified acceptance of all requirements including all the terms and conditions stated and referenced by this Solicitation. Interpretations established by the Offeror to any part of this Solicitation may be considered an exception. In case of doubt, Offeror should request clarification from Buyer. If there are any exceptions to the requirements of the Solicitation, the price offered should be based on the Solicitation's requirements and the exception(s) priced as alternates. If Offeror's proposal is based only on the proposed exceptions, it must be recognized that this may be grounds for a determination that such a proposal is non-responsive.

Any questions or requests for additional information relative to the Solicitation must be submitted in writing to the Buyer's representative responsible for issuing the Solicitation. Copies of replies to questions will be furnished to all Offerors.

#### Proprietary Information

Offerors whose proposals include any data that they do not want disclosed to the public for any purpose, or used by Buyer or the Government except for evaluation purposes, shall:

A. Mark the title page of their proposal with the following legend:

“This proposal includes data that shall not be disclosed outside Buyer 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. If, however, a Subcontract is awarded to this Offeror as a result of, or in connection with, the submission of this data, Buyer and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Subcontract. This



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restriction does not limit Buyer's nor 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."

### **A.6 Conflict of Interest Disclosure and Representation**

(A102) Rev. 1 5/01/2014

It is the Buyer's policy to avoid situations, which place a Subcontractor in a position wherein it may not be able to compete on an equal basis for Buyer-controlled work with other qualified contractors. To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. The Subcontractor is to insert the following statement into any proposal response to MSA:

Subcontractor hereby certifies that [ ] there is not or [ ] there is a potential conflict of interest. If there are any real or potential concerns, they shall be disclosed and highlighted in the Subcontractor's proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort.

### **A.7 Foreign Nationals**

(A106) Rev. 0 5/25/2016

If the Subcontractor intends to propose any foreign nationals (non-US citizens) that information must be a part of the Subcontractor's proposal. They will be processed in accordance with MSA's Unclassified Visits and Assignments by Foreign Nationals prior to commencement of the work. This process could add from a few days up to several weeks of lead time depending on the country of origin and the subject matter involved.

### **B.0 Award**





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### **B.1 Award Notification**

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on TBD, the Subcontractor is awarded a TBD Subcontract for the delivery/performance of the item(s) and/or service(s) in accordance with all the requirements and conditions set forth or by reference attached herein in an amount of \$TBD. The Subcontractor shall not exceed this amount without specific written authorization from the Contract Specialist.

### **B.2 Limitation of Funds**

(A109) Rev. 0 7/27/2017

1. Although the parties have negotiated the ceiling price of a not-to-exceed amount of \$TBD for this Subcontract, it is understood that sufficient funds for the full scope of the work are not presently available. It is anticipated that additional funds will be obligated to this Subcontract until the total estimated price of said Subcontract is reached.
2. The Subcontract specifies the amount presently available for payment, the items covered, and the period of performance the amount will cover. The Subcontractor agrees to perform (or have performed work) on the Subcontract up to the point at which the total amount paid and payable under the Subcontract approximates but does not exceed, the total amount actually allotted on the Subcontract.
3. The Subcontractor shall notify the Contract Specialist in writing whenever the total costs it expects to incur under this Subcontract in the next 30 days will exceed 85 percent of the total amount allotted to this Subcontract. The notice shall state the estimated date when such amount will be reached, and the estimated amount of additional funds required for continuing performance for the period specified in the schedule. If, after such notification, additional funds are not obligated by the end of estimated reach date or by another agreed upon date, the Buyer shall, upon Subcontractor's written request, terminate this Subcontract on the performance end date or the date set forth in the request, whichever is later, and pursuant to the provisions of the Termination clause of this Subcontract.
4. Except as provided by other provisions of this Subcontract, the following are stated to be exceptions to this clause:
  - a. The Buyer is not obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted to this Subcontract; and
  - b. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the termination clause) or otherwise incur costs in excess



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of the allotted amount of this Subcontract, until the Buyer notifies the Subcontractor in writing that the amount has been increased and specifies the revised total allotted amount.

5. No notice, communication, or representation in any form or by anyone other than the Contract Specialist, shall affect the allotted amount of this Subcontract. In the absence of the Subcontractor's notification (paragraph 3 above), the Buyer is not obligated to reimburse the Subcontractor for any costs in excess of the total amount allotted to this Subcontract whether incurred during the course of performance period, a termination, or result of an audit.
6. Any costs the Subcontractor incurs before a modification shall be allowable to the same extent as if incurred afterward, unless this Subcontract was terminated.
7. Change orders shall not be considered an authorization to exceed the allotted amount specified in the schedule, unless they result in a modification to the Subcontract
8. If the Buyer does not allot sufficient funds to allow completion of the work, the Subcontractor is entitled to a percentage of the fee specified in this Subcontract equaling the percentage of work completed.

### **C.0 QA / Inspection Requirements**

### **D.0 Description/Statement of Work**

### **E.0 Transportation Instructions**

### **F.0 Schedule**

### **G.0 Delivery/Performance**

### **G.1 Term of Subcontract**

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on the date of award and shall end on TBD unless extended by the parties or terminated by other provisions of this Subcontract.

### **H.0 Subcontract Administration**

### **H.1 Authorized Personnel**



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(G03) Rev. 0 1/28/2010

Only the following named individuals are authorized to make changes to this Subcontract or Purchase Order:

Contract Specialist, Dana Looney, 509-376-0252, Dana\_D\_Looney@rl.gov

Contracts Lead, Claire Neville, 509- 376-4113, Claire\_L\_Neville@rl.gov

### **H.2 Electronic Mail Capability**

(G11) Rev. 0 3/14/2011

The Subcontractor shall have internet access and maintain electronic mail capability for the duration of the Subcontract. The Subcontractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence concerning this Subcontract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP, and other commonly used file formats.

### **H.3 Closeout Certification**

(G19) Rev. 1 5/23/2013

Subcontractor shall properly execute and mail to the Buyer a final release, in a format acceptable to the Buyer, within sixty working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is signed and received by the Buyer.

Final Release is located at [http://www.hanford.gov/pmm/files.cfm/Final\\_Release\\_MSA.pdf](http://www.hanford.gov/pmm/files.cfm/Final_Release_MSA.pdf).

### **H.4 Subcontractor Invoices for Subcontracts**

(G044) Rev. 0 2/27/2012

The following process shall be used on invoices submitted to Mission Support Alliance. Unauthorized deviations from these instructions *may* result in delayed payment or returned invoices.

#### **Invoice Submittal Requirements:**

- Submittal of an invoice constitutes Subcontractor's certification that materials, work, and/or services have been delivered, and invoice rates are in accordance with the Subcontract provisions.



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- Invoices for services may not be submitted more than once per calendar month unless otherwise authorized in the Subcontract.
  - The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals included on the invoice).
  - The Subcontractor shall indicate the labor rate, number of hours, and period of performance being billed on each invoice, when applicable.
  - Invoiced rates, travel, or other direct charges must be specifically defined in the Subcontract to be allowable for reimbursement.
  - Travel expenses (if authorized) must be itemized and supported with receipts in accordance with the requirements set forth under the clause titled, "Reimbursement of Travel Expenses," or as otherwise stated within the Subcontract.
- All invoices shall be submitted electronically to Accounts Payable ([msa\\_invoices@rl.gov](mailto:msa_invoices@rl.gov)) unless otherwise stated by the Contract Specialist. Please *do not* submit hard copies unless requested by Buyer.
  - Each Subcontract and releases must be invoiced separately.
    - The Subcontractor name, invoice number, and the Subcontract and release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Subcontractor Name, Invoice XXXXX, and Subcontract XXXXX-X (i.e. 47825 - Release 20).
    - Each invoice must have a unique invoice number.
    - Each invoice should include the name and telephone number of a company representative available to respond to invoice questions.
    - Remittance will only be made to the remittance address on file for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
    - Questions or requests for exceptions should be addressed to the Contract Specialist.
    - Before payments can be made via Electronic Funds Transfer (EFT), an "Authorization for Electronic Funds Transfer of Invoice Payments" form must be completed and returned to Buyer. The form is located at:



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<http://www.hanford.gov/pmm/files.cfm/eft.pdf>. **NOTE:** The original form with signature and date shall be mailed to the address at the bottom of the form. Copies of the form that have been e-mailed or faxed will not be accepted.

- The Subcontractor will submit billing to the Buyer for hours spent associated with each authorized activity that the instructor participated. The billing shall list the activity descriptor (course number or other descriptor), date that the instructor participated, and the number of hours worked on behalf of the Buyer. This would include such activities as On-The-Job (OJT) training, instructor enhancement activities, review of material being revised, conducting student remediation, student mentoring, or other administrative/technical support (as requested by the Buyer).
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- The Buyer will pay the Subcontractor based on a firm fixed unit rate. The invoice would cover the hours for course instruction, 30 minutes for meeting & greeting the students before the course starts, time stated in statement of work for course preparation, 30 minutes for post-class activities such as gathering student evaluations and delivering completed records to HAMMER Logistics, plus time spent on reviewing and updating course materials.
- 
- Invoicing Backup Requirements:
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- When the Subcontractor submits invoices, the Subcontractor shall include a spreadsheet that identifies 1) activity date, 2) course number, 3) activity description (e.g., course delivery, course material review) and 4) breakout of instructor's time. Below is an example:

			Time Breakout			
Activity Date	Course Number	Activity Description	Meet & Greet	Course Prep Time	Course Delivery/Activity	Setup/Teardown (Props, student evals, etc.)

**Invoice Total:**

**H.5 Terms of Payment**



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(G047) Rev. 0 7/14/2014

Payment terms are net 30 days, unless otherwise agreed upon in writing, upon satisfactory receipt of goods or provision of services and receipt of an accurate invoice.

### **I.0 Special Requirements**

#### **I.1 Availability of Funds**

(H17) Rev. 0 3/14/2011

Funds are not presently available for this Subcontract. The 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 Contract Specialist for this Subcontract, the Subcontractor receives notice of such availability, and is confirmed in writing by the Contract Specialist.

Facility Closure Notice - Holiday and Work Schedules

(H22) Rev. 1 10/22/2014

**NOTICE:** Daily work schedules and facility operations are **NOT** consistent on the Hanford Site. Many organizations and facilities **observe Friday closures.**

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant Mission Support Alliance organization.

The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.

### **I.2 Key Personnel**

(H23) Rev. 0 3/14/2011

Subcontractor agrees those individuals determined to be key individuals will not be reassigned without the written agreement of the Buyer. If any of these individuals are unavailable for assignment for work under this Subcontract, the Subcontractor, with written approval from the Buyer, shall replace such individual with an individual equal in abilities and qualifications.

The following named individuals have been determined to be key personnel assigned to the performance of this Subcontract: TBD



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### **I.3 Service Contract Labor Standards**

(H27) Rev. 8 08/23/2017

This Subcontract is subject to the Service Contract Labor Standards (formerly known as the Service Contract Act of 1965) as specified in [FAR 22.10](#). It is the Subcontractor's responsibility to ensure their employees are properly classified in accordance with the Service Contract Labor Standards for the work assigned for the entire duration of this Subcontract. 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 appropriate job classification per the applicable Blanket Wage Determination.

Blanket Wage Determination (BWD) 2015-5527 (attached) is applicable to work performed under this Subcontract on the Hanford Site and adjacent areas by service occupations identified in the BWD. Service Occupations that will be used in performance of this Subcontract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <https://www.dol.gov/whd/govcontracts/sca.htm>

### **I.4 Inspection of Services**

(H37) Rev. 0 3/14/2011

1. Definitions. "Services," as used in this clause, includes services performed and when applicable, materials furnished or utilized in the performance of services.
2. Subcontractor shall provide and maintain an internal quality control/inspection system covering the services performed under this Subcontract that is acceptable to the Buyer. However, Buyer acceptance does not relieve the Subcontractor in any way for full performance responsibility.
3. Complete records of all inspections performed by Subcontractor on work related to the requirements of this Subcontract shall be maintained and made available to the Buyer during Subcontract performance, and for as long afterwards as is required by the DEAR clause 970.5204-9 (modified) of the General Provisions of this Subcontract.
4. The Buyer reserves the right to inspect and test all services called for by the Subcontract, to the extent practicable, at all times and places during the term of the Subcontract. This right shall extend to any of Subcontractor's sub-tier subcontractors whose work applies directly to this Subcontract. Subcontractor shall make such provisions as necessary in its



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contracts and sub-tier subcontracts to ensure the preservation of this right. The Buyer shall perform inspections and tests in a manner that will not unduly delay the work.

5. If the Buyer performs inspections or tests on Subcontractor's premises or those of Subcontractor's sub-tier subcontractor(s), Subcontractor shall furnish, and shall require its sub-tier subcontractors and suppliers to furnish without additional charge, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
6. If any of the services provided by Subcontractor do not conform to Subcontract requirements, the Buyer may require Subcontractor to perform the services again in conformity with Subcontract requirements with no increase in Subcontract price. When defects in services cannot be corrected by re-performance, the Buyer may: (1) require Subcontractor to take necessary action to ensure that future performance conforms to contractual requirements and (2) reduce the Subcontract price to reflect the reduced value of the services performed.
7. If Subcontractor again fails to promptly perform the services or to take necessary action to ensure that future performance is in conformity with contractual requirements, the Buyer may: (1) by Subcontract or otherwise, perform the services and charge Subcontractor any cost incurred by the Buyer that is directly related to the performance of such service or (2) terminate this Subcontract for default in accordance with the clause entitled "Termination for Default" of the General Provisions of this Subcontract.

### **I.5 Designation of Technical Representative**

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: Name/phone/mail stop/email: Debbie Mensinger, 509-376-4571, Deborah\_L\_Mensing@rl.gov.

The BTR is responsible for monitoring and providing technical guidance for this Subcontract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Subcontractor's representative while on site. However, in no event will an understanding, agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon the Buyer unless formalized by proper contractual documents executed by the Contract Specialist prior to completion of this Subcontract.

On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Contract Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Contract Specialist in writing. **The BTR does not possess any explicit,**





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**apparent or implied authority to modify the Subcontract.** No action should be taken until the Contract Specialist makes a determination and modifies the Subcontract in writing.

### **I.6 Travel Outside Work Base**

(H62) Rev. 0 3/14/2011

Travel away from the work base is not required or authorized by this Subcontract. In the event such travel becomes required, it will be authorized by a modification to this Subcontract at rates mutually agreed upon and in accordance with the clause titled "Reimbursement of Travel Expenses."

### **I.7 Environmental, Safety and Health**

(H101) Rev 1 7/31/2014

All work performed on the Hanford site shall be accomplished safely in accordance with all applicable Environmental, Safety and Health Requirements. See Special Provision SP-5, section 3.

Based on a review of the work scope for this Subcontract, the Buyer has determined that this Subcontract merits increased attention to safety performance. Accordingly, Subcontractor is required to apply the guiding principles and core function of ISMS as referred to in the Special Provisions.

The Subcontractor shall submit the safety documentation, submittals, and/or safety plan specified by the Buyer in the Subcontract, Statement of Work, Section 6.0 before performing any work on site (unless specifically waived by Buyer).

### **I.8 Size Standards Reporting Requirements**

(H111) Rev. 0 3/14/2011

If the Subcontractor represented that it was a small business concern prior to the award of a Subcontract, the Subcontractor shall re-represent its size status by completing re-representation upon the occurrence of any of the following:

- (a) Within 30 days after execution of a novation agreement or within 30 days after modification of the Subcontract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the Subcontract.
- (b) Within 30 days after merger of acquisition that does not require a novation or within 30 days after modification of the Subcontract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the Subcontract



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- (c) For long-term Subcontracts-
- (i) Within 60 to 120 days prior to the end of the fifth year of the Subcontract; and
  - (ii) Within 60 to 120 days prior to the date specified in the Subcontract for exercising any option thereafter.

The following re-representation must be completed if any of the above occurs. The information must be submitted to the Contract Specialist, along with the Subcontract number and the date on which the re-representation was completed:

*The Subcontractor represents that it  is,  is not a small business concern under NAICS Code \_\_\_\_\_ assigned to Subcontract number \_\_\_\_\_. [Subcontractor to sign and date and insert signer's name and title].*

### **I.9 Requirements for Lower Tier Subcontracting**

(H119) Rev 0 9/15/2011

1. Any lower tier subcontractor shall be bound by all required flow down requirements and expectations set forth in Subcontractor's Subcontract. Subcontractor's contract with lower tier subcontractors shall specifically call out the provisions of MSA's SP-5, Special Provisions – On Site Services, as well as any other technical and ES&H or quality standard/procedure from the MSA Statement of Work applicable to the lower tier's efforts.
2. Any lower tier subcontract issued shall include a clause or provision to further flow down these requirements to subsequent lower tier subcontractors.
3. Copies of executed lower tier subcontracts shall be furnished to the cognizant Contract Specialist.

### **J.0 Terms and Conditions**

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

### **J.1 Limitation of Liability - Services**

(I36) Rev. 0 3/14/2011

1. Subcontractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Subcontract and (2) results from any defects or deficiencies in the services performed or materials furnished



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except as provided in paragraphs 2 and 3 below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services).

2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's Managerial Personnel," as used in this clause, means the Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
  - a. All or substantially all of the Subcontractor's business;
  - b. All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
  - c. A separate and complete major industrial operation connected with the performance of the Subcontract.
3. If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Subcontractor's performance of services or furnishing of material under this Subcontract, the Subcontractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Subcontract.
4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over \$25,000.00.

### **J.2 General Provisions – Commercial**

(Revision 03, July 23, 2015)

<http://www.hanford.gov/pmm/page.cfm/Provisions>

### **J.3 Special Provisions – On-Site (Formerly SP-5)**

(Revision 02, December 07, 2016)

<http://www.hanford.gov/pmm/page.cfm/Provisions>



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### **K.0 List of Attachments**

### **K.1 Statement of Work (SOW)**

The attached Statement of Work: Provide Environmental Regulations & Waste Management Training Services At HAMMER Dated: August 10, 2017 revision: 0 identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

### **L.0 Signatures**

### **M.0 Representations and Certifications**

### **M.1 Subcontractor Acknowledgement of Federal Online Representations and Certifications**

(L16) Rev. 2 9/07/2012

Mission Support Alliance, LLC (“MSA”), relies upon Subcontractor’s current representations and certifications within a Federal web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations. Effective August 2012, that Federal system is now System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov).

By submitting a proposal to MSA in response to this solicitation, the Subcontractor is certifying that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted is current and accurate;
3. Signer is authorized to represent the Subcontractor in all matters related to pricing, terms and conditions, and conduct of business;
4. 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;
5. All Subcontractor employees who may work on MSA’s premises or on the Hanford Site are not under the influence of controlled substances, drugs or alcohol. Subcontractor agrees to testing of assigned employees under the MSA’s program for controlled substances;
6. Subcontractor’s information in the MSA’s registration system is current (no more than 12 months old); and



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7. Subcontractor will update SAM on an annual basis.