

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

Contracting Officer:
Robert Joshlin
PO Box 650, Mail Stop: H7-10
Richland, WA 99352
509-376-5215
Robert_j_joshlin@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 (2:00 P.M., PST) on March 1, 2011 to the address shown above, attention to the Contracting Officer identified above.

All questions are to be directed to the Contracting Officer identified above. "Hanford procedures prohibit all contact with Hanford Employees where issues of this Request for Proposal are concerned. All correspondence and communication concerning this RFP is limited to the Contracting Officer or those individuals listed in Section "G" Contract Administration, 1.1 Authorized Personnel

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



GSA Vehicle Delivery Contract

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A.0 Section A Solicitation

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

(A01) Rev 001 11/10/2010

The Buyer has determined that North American Industry Classification System (NAICS) Code 488490 Driving services (e.g., automobile, truck delivery) applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$5M.

By submitting a quote or an offer to this solicitation, the Offeror certifies they are a small business as defined by the above paragraph.

A.2 Small Business Set Aside – Solicitation

(A03) Rev. 0 01/27/2010

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 Contract 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:

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

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



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- It is [small](#),
- It is [located in an “historically underutilized business zone”](#) (HUBZone)
- It is owned and controlled by one or more U.S. Citizens, and
- At least 35% of its employees reside in a HUBZone.

A.3 Basis of Award

(A86) Rev. 0 1/28/2010

Award shall 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.

A.4 Proposal Preparation

(A94) Rev. 0 4/19/2010

Organize the proposal as outlined in the following paragraph entitled “Proposal Content.” Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the RFP. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations that are neither required nor desired by the MSA. For additional instruction please see Special Provisions (SP-17) – Instructions for the Preparation of Proposals attached to this RFP.

A.5 Proposal Content Required

Proposals shall include the following elements and be organized in the manner listed below. Each volume of the proposal should be separate and complete.

1. **Volume 1 Technical Proposal** - The technical proposal shall include all necessary technical elements from the Statement of Work that successfully address the Technical Evaluation factors at A.6.1 below.
2. **Volume 2 Price Proposal** - The price proposal shall include all technical and price elements required to complete the requirements of the statement of work. Omit all cost of pricing details from the technical proposal.

A.6 Evaluation Criteria

MSA will evaluate the Technical Proposal and Price Proposal.

1. **Technical Evaluation factors considered during the proposal evaluation.**



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- a. Vehicle delivery response time – Vendors must indicate in the proposal what the proposed response times are and how they will be met.
- b. Vehicle delivery time - Vendors must indicate in the proposal what the proposed vehicle delivery times are and how they will be met.
- c. Past performance on previous contracts – Vendors must submit in their proposal to MSA completed past performance surveys from their customers where recent and relevant work was performed in the past. Recent is defined as the last 5 years. Relevant is defined as work similar in scope. Past performance Surveys are located in Section J.0 of this RFP.
- d. Proposed Delivery Plan – Vendor must propose a comprehensive delivery plan that indicates how the statement of work will be successfully performed.
- e. Individual Performing as Contract Manager – Vendor must submit Key Personnel Resume Form found at Section J.0 of this RFP.

2. Price Evaluation

Vendors must complete the Price schedule found at Section B.0 of this RFP. Vendors pricing must meet fair and reasonable standards. A fair and reasonable determination will be made by an MSA cost price analyst to determine if prices are reasonable for MSA and fair to the vendor.

A.7 Proposal Submission Requirements

(A96) Rev. 0 7/15/2010

It is noted that 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 in all blanks 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 his normal workweek. In addition, Offeror is to specify basis of normal workweek (i.e., number of days/week and number of hours/day).



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Compliance with specifications and other requirements of this Solicitation is essential. Unless otherwise indicated by Offeror, his/her signature on his/her 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 who include in their proposals 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 Contract 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 Contract. This 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.”



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B.0 Section B Price Schedule

		Period of Performance		
		Base Year - Date of award to September 30, 2011	Option Year 1 - October 1, 2011 to September 30, 2012	Option Year 2 - October 1, 2012 to September 30, 2013
Unit Price Per Vehicle Delivered				

These unit prices indicate at what rate the vendor will perform to provide MSA a complete and usable product. Note: The Contractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Contract.

C.0 Section C Description/Statement of Work

C.1 Statement of Work



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Part I

Non –Hazardous Statement of Work for
Delivery of GSA vehicles

1/18/2011

Prepared by: David Baie

1.0 INTRODUCTION / BACKGROUND

As a prime contractor to the U.S. Department of Energy (DOE), MSA, LLC is focusing on Infrastructure support of the environmental cleanup of DOE’s Hanford Site.

This statement of work identifies the Contractor’s scope as it relates to the delivery of GSA vehicles between the GSA marshalling yard in Pasco, WA. to MSA, LLC Fleet Management (FM) currently located at Hanford Fast Flux Test Facility approximately 10 miles north of Richland.

2.0 Task Description

The work to be provided, including any specific MSA, LLC standards and requirements, required for the successful completion of this work activity includes the safe in efficient delivery and return of approximately 200 – 300 GSA vehicles per year.

MSA, LLC will require the coordinated delivery of GSA vehicles to and from the GSA contracted marshalling yard to MSA, LLC Fleet Management. Fleet Management is currently located at the Fast Flux Test Facility approximately 12 miles north of Richland.

3.0 Acceptance Criteria

- Buyer shall inspect vehicles upon delivery at the MSA, LLC location. Buyer also has option of performing inspection at the marshalling yard.

4.0 Special Requirements

NA

5.0 Organizational Interfaces

The Contractor shall interface with a Buyer’s Technical Representative (BTR) who will be appointed at time of contract award or the MSA Contract Specialist prior to contract award.



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6.0 Site Coordination Requirements

Contractor site coordination and Interface Requirements are covered by the contract specialist and the BTR.

7.0 Technical Requirements

Contractor shall:

- Assign a single point of contact (POC) for all technical aspects of this contract.
- Deliver newly assigned GSA vehicles from GSA marshalling yard to MSA, LLC location. Delivery schedule will be determined during a weekly “Plan of the Week” discussion to be held by the designated contractor POC and the buyers BTR or delegate. This rate is expected to be no more than ~15 vehicles per week.
- Deliver the “returned” GSA vehicles from FM location to the GSA marshalling yard.
- Comply with all state, local, and municipal laws and ordinances. Contractor drivers must have a valid state driver’s license and be covered under the contractors insurance/licensing and bonding.
- All work shall be performed in strict accordance with the following requirements, national codes and standards, any other documents, which by this reference, are made a part of the Statement of work.

8.0 Codes and Standards

NA

9.0 PERSONNEL REQUIREMENTS

9.1 Training and Qualification

Contractor shall ensure that its personnel meet and maintain the appropriate training and licensing requirements. Hanford site-specific general training will not be required.

Currently no access to the Hanford site is required.

9.2 Security and Badging Requirements

If the Contractor requires a MSA-issued security badge identifying himself/herself. A minimum of two working days advance notice is needed for site badging.

Contractor employees (including delivery drivers) will be required to submit to vehicle searches and not personally carry or transport certain prohibited articles.

9.3 Site Access and Work Hours

Work will be done on an 8-9's schedule. The standard workday shall consist of nine (9) hours of work between 7:00 AM and 4:30 PM, with one-half hour designated as an unpaid period for lunch. An eight (8) hour workday is substituted on alternate working Fridays, and no work occurs on the alternate non-working Friday. If schedule alternative is required BTR will communicate.



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10.0 ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY REQUIREMENTS

The contractor shall work safely in accordance with the ISMS/EMS principles, in a manner that ensures adequate protection for personnel, the public, and the environment, and shall be accountable for the safe and environmentally protective performance of the Work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards.

10.1 Safety Requirements

For off-site work, the Contractor and its subcontractors shall ensure their personnel work safety and shall be responsible to comply with State and Federal requirement or regulations.

10.2 Quality Assurance and Control

Contractor shall be responsible for performing quality workmanship and shall conduct the quality control measures necessary to ensure work conforms to requirements above.

10.3 Quality Assurance/Inspection Requirements

NA

10.4 Pre-Delivery Inspection and Acceptance.

New Vehicle Inspection:

A visual inspection of the vehicle's interior and exterior shall be performed at the GSA marshalling contractor facility to verify that the vehicle has no physical defects. For any discrepancy discovered prior to removing the vehicle from the facility, the marshalling contractor must be notified and the vehicle not accepted by the delivery contractor. On subsequent inspections, should any previously undocumented damage be noted, the contractor will be held responsible for the repair of such damages.

Returned Vehicle Inspections:

A visual inspection of the vehicle's interior and exterior shall be performed at the FM contractor to identify vehicle current condition and note any physical defects. On subsequent inspections, should any previously undocumented damage be noted, the contractor will be held responsible for the repair of such damages.

Vehicle Acceptance:

As noted previously the contractor is responsible for inspecting all new GSA Fleet vehicles that are to be delivered. Prior to accepting a vehicle, the contractor shall perform a Receiving Inspection on each vehicle, using the attached Receiving Report form (attachment 1). The Receiving Inspection requirements consist of the following:

Checking each vehicle to be sure it has two sets of keys and the GSA fuel card. Verify auxiliary equipment such as vehicle jack, spare tire, antenna, and if applicable, two remote/keyless access devices.

Contractor shall not use the credit card for any reason.



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Verify the vehicle has a minimum of ½ tank for sedans and ¼ tank light truck (total tanks if dual tanks).

The MSA, LLC BTR must be notified immediately of any discrepancies.

The contractor will be held responsible for the cost of any undocumented damage.

Repairs/replacement will be determined by MSA, LLC and contractor on a case by case basis.

11.0 DELIVERABLES, PROJECT CONTROLS, MILESTONES, AND PERFORMANCE SCHEDULE REQUIREMENTS

11.1 Deliverables

Deliverables include:

- Safe and secure delivery and return of GSA vehicles on a pre-determined agreed upon schedule.

11.2 Schedule

- Deliver vehicles during the work hours described in 9.3.
- Coordinate every Monday morning (if GSA vehicles are staged marshalling yard) with the BTR or designate on that weeks expected delivery.

D.0 Section D Packing, Marking, & Transportation - NA

E.0 Schedule – NA

F.0 Section F Delivery/Performance

F.1 Effective Term

(F05) Rev. 0 1/28/2010

The term of this Contract shall be from Contract Award through 9/30/11. Expiration of the term shall not affect any outstanding releases or open tasks.

G.0 Section G Contract Administration



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G.1 Estimated Billing

(G02) Rev. 0 1/28/2010

It is mandatory for continued acceptable performance that the Contractor provide monthly, to Mission Support Alliance Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the contract through the current calendar month end. This information must be provided in writing by email (preferred), fax, or mail by the 15th of each month. This data must be provided for each contract release until all payments are received and the contract is complete.

Email: msa_accruals@rl.gov

Fax: (509) 373-6264

Mailing Address:

Mission Support Alliance LLC.

P.O. Box 650

Richland, WA 99352

Attn: Accruals MSIN G1-80

Monthly Subcontract-to-Date Cost Estimate Form can be obtained at the following Internet Address:

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

G.2 Authorized Personnel

(G03) Rev. 0 1/28/2010

Only the following named Subcontract individuals are authorized to make changes to this document:

Contract Specialist, Robert Joshlin, 509-376-5215, robert_j_joshlin@rl.gov

Contracts Manager, Dana Worthington, 509-376-9831, Dana_G_Worthington@rl.gov

H.0 Section H Special Requirements

H.1 Payments Using the Purchasing Card System

(H06) Rev. 1 4/20/2010

Reimbursement for materials/services provided under this contract will be made using the Buyer's Purchasing Card (P-Card) System. Acceptance of the P-Card for payment will be in lieu of any other forms of payment by the Buyer on this contract.



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Contractor shall supply only the materials or services identified in the contract at the agreed pricing structure. Requests by Buyer's personnel for non-contract materials or services may not be filled under this contract and should be referred to the Contracting Officer.

Contractor shall report to the Buyer all Purchases made under this contract in a form and frequency stipulated by the Buyer. At a minimum, the report will contain the materials/services purchased, identify the person purchasing the material/service and the price charged.

The Buyer's P-Card system uses a Visa Card issued by US Bank. The Contractor must have a merchant account and/or otherwise be authorized to accept Visa Card for any payment to be made.

The credit card numbers, expiration dates, account numbers, card holder's names and contact information is considered business sensitive by the Buyer, and should not be kept on file. By accepting such information, Contractor agrees to take reasonable steps to secure and safeguard the information, not to disclose it to third parties, and to ensure that only a limited number of people with a need-to-know have access to the data.

In the event data security is compromised, immediate steps must be taken to notify the Buyer and the US Bank Customer Service Department (1-800-344-5696). To the extent that adequate safeguards are not in place or Contractor fails to take prompt action to mitigate the potential for loss or fraud, Contractor will be responsible for such loss.

H.2 Facility Closure Notice; Holiday and Work Schedules

(H22) Rev. 0 1/28/2010

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

Accordingly, BEFORE scheduling deliveries or site work, the Contractor shall make specific schedule arrangements with the Buyer, 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, layover, extra travel days, etc. which result from Contractor's failure to obtain a specific delivery or work schedule in advance.

H.3 Key Personnel

(H23) Rev. 0 1/28/2010

Contractor agrees those individuals determined to be key individuals will not be reassigned without the written agreement of the Buyer. Whenever, for any reason, one or more of these individuals are unavailable for assignment for work under this Contract the



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Contractor, with the approval of the Buyer, shall replace such individual with an individual substantially equal in abilities or qualifications.

The following named individuals have been determined to be key personnel assigned to the performance of this Contract. **“Individual Performing as Contract Manager”**

H.4 Inspection of Services – Fixed Price

(H37) Rev. 0 1/28/2010

1. Definitions. “Services,” as used in this clause, includes services performed and, when applicable, materials furnished or utilized in the performance of services.
2. Contractor shall provide and maintain an internal quality control/inspection system covering the services performed under this Contract. This system must be acceptable to the Buyer. However, Buyer acceptance of Contractor’s internal quality control/inspection system does not relieve Contractor in any way for full responsibility for performance.
3. Complete records of all inspections performed by Contractor on work related to the requirements of this Contract shall be maintained and made available to the Buyer during contract performance, and for as long afterwards as is required by the DEAR clause 970.5204-9 (modified) of the general provisions of this Contract.
4. The Buyer reserves the right to inspect and test all services called for by the Contract, to the extent practicable, at all times and places during the term of the Contract. This right shall extend to any of Contractor’s subcontractors or suppliers at any tier whose work applies directly to this Contract. Contractor shall make such provisions as necessary in its subcontracts and Contracts 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 Contractor’s premises or those of Contractor’s subcontractor(s), Contractor shall furnish, and shall require its 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 Contractor do not conform to Contract requirements, the Buyer may require Contractor to perform the services again in conformity with Contract requirements at no increase in Contract price. When defects in services cannot be corrected by re-performance, the Buyer may: (1) require Contractor to take necessary action to ensure that future performance conforms to contractual requirements and (2) reduce the Contract price to reflect the reduced value of the services performed.
7. If Contractor again fails to promptly perform the services or to take necessary action to ensure future performance in conformity with contractual requirements, the Buyer may: (1) by contract or otherwise, perform the services and charge Contractor any cost incurred by the Buyer that is directly related to the performance of such service or (2) terminate this contract for default in accordance with the clause entitled “Termination for Default” of the General Provisions of this contract.



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H.5 Designation of Technical Representative

(H38) Rev. 0 1/28/2010

At award a Buyer's Technical Representative, (BTR) will be delegated for this contract. The BTR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Contractors representative while on site. In no event, however, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon the Buyer unless formalized by proper Contract documents executed by the Contract Specialist prior to completion of this Contract. On all matters that pertain to Contract terms, the Contractor shall contact the Contract Specialist specified within this Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, the Contractor shall promptly notify the Contract Specialist in writing. The BTR does not possess any explicit, apparent or implied authority to modify the contract. No action should be taken until the Contract Specialist makes a determination and/or modifies the contract.

H.6 Contract Options

(H54) Rev. 0 1/28/2010

The buyer retains the sole right to exercise the option(s) included in this contract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of the Buyer to exercise any or all of the option(s) nor extend the contract beyond the end date specified by the contract or most current contract amendment. Buyer may exercise one or more options by providing written notice to the contractor prior to the most current contract end date. Lacking written notice by the Buyer, the option(s) will expire with the contract.

Contract Option Years

- 1. Base Year (FY11) Period Contract award – September 30, 2011**
- 2. Option Year 1 (FY12) Period October 1, 2011 – September 30, 2012**
- 3. Option Year 2 (FY13) Period October 2012 – September 30, 2013**

H.7 Work Schedules

(H97) Rev. 0 1/29/2010

NOTICE: Daily work schedules, facility operations and holidays are NOT consistent on the Hanford Site. In addition, some organizations and facilities observe alternate Friday closures.



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Accordingly, the Contractor shall make specific schedule arrangements with the Buyers Technical Representative and/or facility manager in advance of performance.

The Buyer will not be liable for the cost of any delays which result from Contractor's failure to obtain a specific schedule agreement in advance.

H.8 Work Hours Reporting

(H109) Rev 1 11/19/2009

On a monthly basis, provide by the third working day of the following month the total number of hours supplier personnel performed work on the Hanford Site or government owned/controlled facility by contract line item/task order number. Do NOT include hours worked by Contract Labor personnel who are recording their time in the CLTR or TIS system. That data is accumulated automatically. This data shall be sent electronically via an e-mail to Contract_Support_Services@rl.gov with "Work Hour Reporting" in the subject line.

I.0 Section I 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.

I.1 Limitation of Liability - Services

(I36) Rev. 0 1/29/2010

1. Except as provided in paragraphs 2 and 3 below, and except to the extent that the Contractor is expressly responsible under this Contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor 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 Contract and (2) results from any defects or deficiencies in the services performed or materials furnished.
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 Contractor's managerial personnel. The term "Contractor's Managerial Personnel", as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
 - a. All or substantially all of the Contractor's business;



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- b. All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the Contract is being performed; or
 - c. A separate and complete major industrial operation connected with the performance of the Contract.
3. If the Contractor 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 Contractor's performance of services or furnishing of material under this Contract, the Contractor 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 Contract.
4. The Contractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the contracting parties, in all lower-tier subcontracts over \$25,000.

I.2 General Provisions

(Revision 008, January 24, 2011)

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

I.3 General Provisions for Commercial Items

(Revision 004, January 24, 2011)

The Buyer has designated this action as meeting the requirements for "commercial items" as defined in FAR part 2.101 and 12.501.

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

I.4 Special Provisions - On-Site Services

(SP-5 Revision 005, January 24, 2011)

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

I.5 Special Provisions - Organizational Conflict of Interest

(SP-9 Revision 001, November 8, 2010)

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

I.6 Special Provisions - Instructions for the Preparation of Proposals

(SP-17 Revision 001, December 13, 2010)

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

I.7 FAR -- Part 51 Use of Government Sources by Contractors

- [51.000 -- Scope of Part.](#)



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- [Subpart 51.1 -- Contractor Use of Government Supply Sources](#)
 - [51.100 -- Scope of Subpart.](#)
 - [51.101 -- Policy.](#)
 - [51.102 -- Authorization to Use Government Supply Sources.](#)
 - [51.103 -- Ordering From Government Supply Sources.](#)
 - [51.104 -- Furnishing Assistance to Contractors.](#)
 - [51.105 -- Payment for Shipments.](#)
 - [51.106 -- Title.](#)
 - [51.107 -- Contract Clause.](#)
- [Subpart 51.2 -- Contractor Use of Interagency Fleet Management System \(IFMS\) Vehicles](#)
 - [51.200 -- Scope of Subpart.](#)
 - [51.201 -- Policy.](#)
 - [51.202 -- Authorization.](#)
 - [51.203 -- Means of Obtaining Service.](#)
 - [51.204 -- Use of Interagency Fleet Management System \(IFMS\) Vehicles and Related Services.](#)
 - [51.205 -- Contract Clause.](#)

FAR -- Part 51

Use of Government Sources by Contractors

(FAC 2005-17)
(14 June 2007)

51.000 -- Scope of Part.

This part prescribes policies and procedures for the use by contractors of Government supply sources and interagency fleet management system (IFMS) vehicles and related services.

Subpart 51.1 -- Contractor Use of Government Supply Sources

51.100 -- Scope of Subpart.

This subpart prescribes policies and procedures for the use of Government supply sources (see [51.102\(c\)](#)) by contractors. In this subpart, the terms “contractors” and “contracts” include “subcontractors” and “subcontracts.”



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51.101 -- Policy.

(a) If it is in the Government's interest, and if supplies or services required in the performance of a Government contract are available from Government supply sources, contracting officers may authorize contractors to use these sources in performing --

(1) Government cost-reimbursement contracts;

(2) Other types of negotiated contracts when the agency determines that a substantial dollar portion of the contractor's contracts are of a Government cost-reimbursement nature; or

(3) A contract under the Javits-Wagner-O'Day Act (41 U.S.C. 46, *et seq.*) if:

(i) The nonprofit agency requesting use of the supplies and services is providing a commodity or service to the Federal Government, and

(ii) The supplies or services received are directly used in making or providing a commodity or service, approved by the Committee for Purchase From People Who Are Blind or Severely Disabled, to the Federal Government (See [Subpart 8.7](#)).

(b) Contractors with fixed-price Government contracts that require protection of security classified information may acquire security equipment through GSA sources (see 41 CFR 101-26.507).

(c) Contracting officers shall authorize contractors purchasing supply items for Government use that are available from the Committee for Purchase from People Who Are Blind or Severely Disabled (see Subpart 8.7) to purchase such items from the Defense Logistics Agency (DLA), the General Services Administration (GSA), and the Department of Veterans Affairs (VA) if they are available from these agencies through their distribution facilities. Mandatory supplies that are not available from DLA/GSA/VA shall be ordered through the appropriate central nonprofit agency (see [52.208-9\(c\)](#)).

51.102 -- Authorization to Use Government Supply Sources.

(a) Before issuing an authorization to a contractor to use Government supply sources in accordance with [51.101](#)(a) or (b), the contracting officer shall place in the contract file a written finding supporting issuance of the authorization. A written finding is not required when authorizing use of Government supply sources in accordance with [51.101](#)(c). Except for findings under [51.101](#)(a)(3), the determination shall be based on, but not limited to, considerations of the following factors:

(1) The administrative cost of placing orders with Government supply sources and the program impact of delay factors, if any.



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- (2) The lower cost of items available through Government supply sources.
- (3) Suitability of items available through Government supply sources.
- (4) Delivery factors such as cost and time.
- (5) Recommendations of the contractor.

(b) Authorizations to subcontractors shall be issued through, and with the approval of, the contractor.

(c) Upon deciding to authorize a contractor to use Government supply sources, the contracting officer shall request, in writing, as applicable --

- (1) A FEDSTRIP activity address code, through the agency's central contact point for matters involving activity address codes, from the:

General Services Administration
FXS
Washington, DC 20406;

- (2) A MILSTRIP activity address code from the appropriate Department of Defense (DoD) service point listed in Section 1 of the Introduction to the DoD Activity Address Directory;

- (3) Approval for the contractor to use Department of Veterans Affairs (VA) supply sources from the:

Deputy Assistant Secretary for Acquisition
and Materiel Management (Code 90)
Office of Acquisition and Materiel Management
Department of Veterans Affairs
810 Vermont Avenue NW
Washington, DC 20420;

- (4) Approval for the contractor to acquire helium from the:

Department of the Interior
Bureau of Land Management
Helium Field Operations
801 S. Fillmore Street
Amarillo, Texas 79101-3545

or



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(5) Approval from the appropriate agency for the contractor to use a Government supply source other than those identified in paragraphs (c)(1) through (c)(4) of this section.

(d) Each request made under paragraph (c) of this section shall contain --

(1) The complete address(es) to which the contractor's mail, freight, and billing documents are to be directed;

(2) A copy of the contracting officer's letter of authorization to the contractor;

(3) The prime contract number(s); and

(4) The effective date and duration of each contract.

(e) In each authorization to the contractor, the contracting officer --

(1) Shall cite the contract number(s) involved;

(2) Shall, when practicable, limit the period of the authorization;

(3) Shall specify, as appropriate, that --

(i) When requisitioning from GSA or DoD, the contractor shall use FEDSTRIP or MILSTRIP, as appropriate, and include the activity address code assigned by GSA or DoD;

(ii) When requisitioning from the VA, the contractor should use FEDSTRIP or MILSTRIP, as appropriate, Optional Form 347, Order for Supplies or Services (see 53.302-347), or an agency-approved form; and

(iii) When placing orders for helium with the Bureau of Land Management, the contractor shall reference the Federal contract number on the purchase order;

(4) May include any other limitations or conditions deemed necessary. For example, the contracting officer may --

(i) Authorize purchases from Government supply sources of any overhead supplies, but no production supplies;

(ii) Limit any authorization requirement to use Government sources to a specific dollar amount, thereby leaving the contractor free to make smaller purchases from other sources if so desired;

(iii) Restrict the authorization to certain facilities or to specific contracts; or



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- (iv) Provide specifically if vesting of title is to differ from other property acquired or otherwise furnished by the contractor for use under the contract; and
- (5) Shall instruct the contractor to comply with the applicable policies and procedures prescribed in this subpart.
- (f) After issuing the authorization, the authorizing agency shall be responsible for --
 - (1) Ensuring that contractors comply with the terms of their authorizations and that supplies and services obtained from Government supply sources are properly accounted for and properly used;
 - (2) Any indebtedness incurred for supplies or services and not satisfied by the contractor; and
 - (3) Submitting, in writing, to the appropriate Government sources, address changes of the contractor and deletions when contracts are completed or terminated.

51.103 -- Ordering From Government Supply Sources.

- (a) Contractors placing orders under Federal Supply Schedules shall follow the terms of the applicable schedule and authorization and include with each order --
 - (1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
 - (2) The following statement: This order is placed under written authorization from ____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

(b) Contractors placing orders for Government stock shall --

- (1) Comply with the requirements of the contracting officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
- (2) Use only the Government activity address code obtained by the contracting officer in accordance with [5.102\(e\)](#) along with the contractor's assigned access code, when ordering from GSA Customer Supply Centers.
- (3) Order only those items required in the performance of their contracts.

51.104 -- Furnishing Assistance to Contractors.

After receiving an activity address code, the contracting officer will notify the appropriate GSA regional office or military activity, which will contact the contractor and --



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- (a) Provide initial copies of ordering information and instructions; and
- (b) When necessary, assist the contractor in preparing and submitting, as appropriate --
 - (1) The initial FEDSTRIP or MILSTRIP requisitions, the Optional Form 347, or the agency-approved forms;
 - (2) A completed GSA Form 457, FSS Publications Mailing List Application, so that the contractor will automatically receive current copies of required publications; or
 - (3) A completed GSA Form 3525, Application for Customer Supply Center Services and (Address Change).

51.105 -- Payment for Shipments.

GSA, DoD, and VA will not forward bills to contractors for supplies ordered from Government stock until after the supplies have been shipped. Receipt of billing is sufficient evidence to establish contractor liability and to provide a basis for payment. Contracting officers should direct their contractors to make payment promptly upon receipt of billings.

51.106 -- Title.

- (a) Title to all property acquired by the contractor under the contracting officer's authorization shall vest in the parties as provided in the contract, unless specifically provided for otherwise.
- (b) If contracts are with educational institutions and the Government Property clause at [52.245-1](#), Alternate II, is used, title to property having an acquisition cost of less than \$5,000 shall vest in the contractor as provided in the clause. Agencies may provide higher thresholds, if appropriate.

51.107 -- Contract Clause.

The contracting officer shall insert the clause at [52.251-1](#), Government Supply Sources, in solicitations and contracts when the contracting officer authorizes the contractor to acquire supplies or services from a Government supply source.

Subpart 51.2 -- Contractor Use of Interagency Fleet Management System (IFMS) Vehicles

51.200 -- Scope of Subpart.

This subpart prescribes policies and procedures for the use by contractors of interagency fleet management system (IFMS) vehicles and related services. In this subpart, the terms "contractors" and "contracts" include "subcontractors" and "subcontracts" (see [45.102](#)).

51.201 -- Policy.



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(a) If it is in the Government's interest, the contracting officer may authorize cost-reimbursement contractors to obtain, for official purposes only, interagency fleet management system (IFMS) vehicles and related services, including --

- (1) Fuel and lubricants,
- (2) Vehicle inspection, maintenance, and repair,
- (3) Vehicle storage, and
- (4) Commercially rented vehicles for short-term use.

(b) Complete rebuilding of major components of contractor-owned or -leased equipment requires the approval of the contracting officer in each instance.

(c) Government contractors shall not be authorized to obtain interagency fleet management system (IFMS) vehicles and related services for use in performance of any contract other than a cost-reimbursement contract, except as otherwise specifically approved by the Administrator of the General Services Administration at the request of the agency involved.

51.202 -- Authorization.

(a) The contracting officer may authorize a cost-reimbursement contractor to obtain interagency fleet management system (IFMS) vehicles and related services, if the contracting officer has --

- (1) Determined that the authorization will accomplish the agency's contractual objectives and effect demonstrable economies;
- (2) Received evidence that the contractor has obtained motor vehicle liability insurance covering bodily injury and property damage, with limits of liability as required or approved by the agency, protecting the contractor and the Government against third-party claims arising from the ownership, maintenance, or use of an interagency fleet management system vehicle (IFMS);
- (3) Arranged for periodic checks to ensure that authorized contractors are using vehicles and related services exclusively under cost-reimbursement contracts;
- (4) Ensured that contractors shall establish and enforce suitable penalties for their employees who use or authorize the use of Government vehicles for other than performance of Government contracts (see 41 CFR 101-38.301-1);
- (5) Received a written statement that the contractor will assume, without the right of reimbursement from the Government, the cost or expense of any use of interagency fleet management vehicles (IFMS) and services not related to the performance of the contract; and



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(6) Considered any recommendations of the contractor.

(b) The authorization shall --

(1) Be in writing;

(2) Cite the contract number;

(3) Specify any limitations on the authority, including its duration, and any other pertinent information; and

(4) Instruct the contractor to comply with the applicable policies and procedures provided in this subpart.

(c) Authorizations to subcontractors shall be issued through, and with the approval of, the contractor.

(d) Contracting officers authorizing contractor use of interagency fleet management system (IFMS) vehicles and related services subject their agencies to the responsibilities and liabilities provided in 41 CFR 101-39.4 regarding accidents and claims.

51.203 -- Means of Obtaining Service.

(a) Authorized contractors shall submit requests for interagency fleet management system (IFMS) vehicles and related services in writing to the appropriate GSA regional Federal Supply Service Bureau, Attention: Regional fleet manager, except that requests for more than five vehicles shall be submitted to:

General Services Administration
FBF
Washington, DC 20406

and not to the regions. Each request shall include the following:

(1) Two copies of the agency authorization to obtain vehicles and related services from GSA.

(2) The number of vehicles and related services required and period of use.

(3) A list of the contractor's employees who are authorized to request vehicles and related services.

(4) A listing of the make, model, and serial numbers of contractor-owned or-leased equipment authorized to be serviced.

(5) Billing instructions and address.



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(b) Contractors requesting unusual quantities of vehicles should do so as far in advance as possible to facilitate availability.

51.204 -- Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services.

Contractors authorized to use interagency fleet management system (IFMS) vehicles and related services shall comply with the requirements of 41 CFR 101-39 and 41 CFR 101-38.301-1 and the operator's packet furnished with each vehicle. See 41 CFR 101-6.4 for additional guidance for home-to-work use of Government vehicles.

51.205 -- Contract Clause.

The contracting officer shall insert the clause at [52.251-2](#), Interagency Fleet Management System (IFMS) Vehicles and Related Services, in solicitations and contracts when a cost-reimbursement contract is contemplated and the contracting officer may authorize the contractor to use interagency fleet management system (IFMS) vehicles and related services.



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J.0 Section J List of Attachments

J.1 Attachment 1 - Past Performance Survey

OFFEROR'S PAST PERFORMANCE SURVEY

Fill out all applicable parts.

Fluor is interested in your assessment of the named company's "past performance." **Past performance** refers to the company's record of conforming to contract requirements and to standards of good workmanship; the company's record of forecasting and controlling costs; the company's adherence to contract schedules including the administrative aspects of performance; the company's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the company's general business-like concern for the interest of the customer.

These questions relate to the work performed by _____
(Name of Offeror)

at _____
(Name and Location of Contract)

for _____
(Type of Work Performed)

1. How would you rate the performance of this Contractor on the subject project:

a. Conformance to contract requirements and standards of Quality.

Outstanding Above Average Satisfactory Marginal Unsatisfactory

b. Effectiveness of Management considering the elements cooperation and responsiveness, management of resources/personnel, coordination and control of subcontractors, effectiveness of



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personnel supervision, compliance with laws and regulations, professional conduct, and review/resolution of subcontractor's issues.

Outstanding Above Average Satisfactory Marginal Unsatisfactory

c. Timely Performance considering the elements resolution of delays, submission of required documentation, conformance to scheduled.

Outstanding Above Average Satisfactory Marginal Unsatisfactory

d. Compliance with Labor considering the elements correction of noted deficiencies, payrolls properly completed and submitted, compliance with labor laws and regulations, and EEO requirements.

Outstanding Above Average Satisfactory Marginal Unsatisfactory

e. Compliance with Safety considering the elements adequacy of safety and correction of noted deficiencies.

Outstanding Above Average Satisfactory Marginal Unsatisfactory

2.
Remarks/Comments: _____



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Name _____

Title _____

Telephone _____

Fax _____

E-Mail Address _____

Date _____



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J.2 Attachment 2 - Key Personnel Resume Form

KEY PERSONNEL RESUME FORM

OFFEROR KEY PERSONNEL:

Title: _____

Name of Individual: _____

Employed by: _____

Number of years with firm: _____

Number of years as practicing professional in your current field _____

Education:(degree(s)/year/specialization/certifications):

Experience: (most recent to earliest)

Project: _____ **Company** _____

Dates: From _____ **to** _____

Title: _____

Duties & Responsibilities:

Project: _____ **Company** _____

Dates: From _____ **to** _____

Title: _____

Duties & Responsibilities:



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Project: _____ **Company** _____

Dates: From _____ **to** _____

Title: _____

Duties & Responsibilities:

Project: _____ **Company** _____

Dates: From _____ **to** _____

Title: _____

Duties & Responsibilities:

Additional Info:



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K.0 Section K Signatures – NA

L.0 Section L Representations and Certifications

L.1 Contractor Acknowledgement for Online Representations and Certifications Application (ORCA)

(L16) Rev. 0 1/28/2011

Mission Support Alliance, LLC (“MSA”), relies upon Contractor’s current representations and certifications within the Federal Online Representations and Certifications Application (ORCA), a 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. ORCA is accessible via the following link: <https://orca.bpn.gov/login.aspx>

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

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