



## Request for Proposal

Solicitation #: 292337  
Revision #: 1  
Date Issued: October 3, 2016

Issued To:

Potential Vendor

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:  
Pamela Grant  
Richland, WA 99352  
702-478-8223  
[Pamela\\_M\\_Grant@rl.gov](mailto:Pamela_M_Grant@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 Monday, October 10, 2016 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.



**REQUEST FOR PROPOSAL NO: 292337**

**Table of Contents**

**A.0** Solicitation..... 1

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

**A.2** Basis of Award – Lowest Price Technically Acceptable ADDED .....1

**A.3** Proposal Submittal.....1

**A.4** Financial Capability Determination.....2

**A.5** Local Business Limitation .....2

**A.6** Proposal Submission Requirements .....3

**A.7** Past Performance Information .....4

**A.8** Conflict of Interest Disclosure and Representation .....5

**A.9** Award Notification .....5

**B.0** QA / Inspection Requirements ..... 5

**C.0** Description/Statement of Work ..... 5

**D.0** Transportation Instructions- N/A..... 5

**E.0** Schedule- N/A ..... 5

**F.0** Delivery/Performance..... 6

**F.1** Term of Subcontract.....6

**G.0** Subcontract Administration ..... 6

**G.1** Authorized Personnel .....6

**G.2** Electronic Mail Capability.....6

**G.3** Closeout Certification .....6

**G.4** Subcontractor Invoices for Subcontracts .....7

**G.5** Terms of Payment .....8

**H.0** Special Requirements ..... 8

**H.1** Reimbursement of Travel Expenses .....8

**H.2** Facility Closure Notice - Holiday and Work Schedules ..... 11

**H.3** Inspection of Services ..... 11

**H.4** Designation of Technical Representative..... 12

**H.5** Environmental, Safety and Health..... 13

**H.6** Work Hours Reporting ..... 13

**H.7** Requirements for Lower Tier Subcontracting ..... 13

**H.8** Non-Disclosure and Intellectual Property Agreement for Individual Subcontractors ..... 14

**I.0** Terms and Conditions.....14

**I.1** Limitation of Liability - Services ..... 14

**I.2** General Provisions – Commercial..... 15

**I.3** Special Provisions – On-Site (Formerly SP-5)..... 15

**J.0** List of Attachments .....15

**J.1** Statement of Work (SOW) ..... 15

**K.0** Signatures - RESERVED.....15

**L.0** Representations and Certifications .....15

**L.1** Certification Regarding Substance Abuse at DOE Sites ..... 15



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**REQUEST FOR PROPOSAL NO: 292337**

**A.0 Solicitation**

**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 541330 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$15M.

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 Basis of Award – Lowest Price Technically Acceptable** **ADDED**

(A85) Rev. 1 2/28/2013

Award may be made to the Offeror submitting the lowest evaluated price that is technically acceptable among offers that meet all requirements of the solicitation.

**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.
2. Other Proposal Methods

Proposals, upon approval by Contract Specialist, may be submitted by E-mail (preferred), 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



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## REQUEST FOR PROPOSAL NO: 292337

- 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

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 Financial Capability Determination**

(A39) Rev. 0 03/14/2011

Prior to Award, the Buyer reserves the right to request any or all Offerors to submit data which will be used to make a determination of financial capability to perform on any resultant Subcontract. Such data may include, however not be limited to, current annual reports, lines of credit with financial institutions and suppliers, and/or any other such data as may be required to make a determination of the Subcontractor's financial capabilities.

### **A.5 Local Business Limitation**

(A63) Rev. 0 3/14/2011

Award of this Subcontract is limited to businesses that are or will be operating in the local vicinity of the Hanford Site, Washington for the duration of any resulting award. Local vicinity is defined as the Washington counties of Benton, Franklin, Adams, Grant, Klickitat, Walla Walla, Yakima, as well as Umatilla County, Oregon. Business concerns that are not operating in the local vicinity but plan to in response to this solicitation must provide sufficient details with their proposals demonstrating that they will be fully operational on or before the start date for the resultant Subcontract.



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## REQUEST FOR PROPOSAL NO: 292337

### A.6 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 electronic proposal (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 restriction does not limit Buyer's nor the Government's right to use information contained in this data if it is obtained



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## REQUEST FOR PROPOSAL NO: 292337

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 schedule is request to ensure the vendor’s understanding of the work to be performed.**

#### **A.7 Past Performance Information**

(A97) Rev. 0 1/27/2011

Offeror’s must have a minimum of 12 month’s business experience for the work being contemplated with US Federal government agencies or their prime contractors. If any Offeror is partnering with another firm in the response to this solicitation, the Offeror must have a minimum of at least the same time period of experience with the partnership relationship.

As part of the solicitation response, the Offeror shall furnish at least two (2) references for previous and/or current projects that reflect the criteria noted above. References shall include the current and up-to-date information listed below for each specific reference. Note: Information gained elsewhere by the Buyer can also be used as part of the evaluation.

- Client Name and Address
- Client Technical Point of Contact and phone number
- Contract Number
- Brief Description of Work Scope
- Contract Type
- Period of Performance
- Original Contract Value \$<<insert value>>
- Final Contract Value \$<<insert value>>

If these latter two amounts are different, provide a brief explanation for the difference.



## REQUEST FOR PROPOSAL NO: 292337

### A.8 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.

### DRAFT AWARD

### A.9 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.0 QA / Inspection Requirements

### C.0 Description/Statement of Work

See Section J for Statement of Work.

### D.0 Transportation Instructions - N/A

### E.0 Schedule

**REVISED**

Start Date: Within 2 Seller work days of award

Milestone #1: Approval of submittals 1-5 (SD + 56 calendar day)

Milestone #2: Approval of submittal 6 (SD + 91 calendar day)

Completion Date: Within 133 days of Start Date



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**REQUEST FOR PROPOSAL NO: 292337**

**F.0 Delivery/Performance**

**F.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 February 17, 2017 unless extended by the parties or terminated by other provisions of this Subcontract.

**G.0 Subcontract Administration**

**G.1 Authorized Personnel**

(G03) Rev. 0 1/28/2010

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

Contract Specialist, Pamela Grant, 702-478-8223, [Pamela M Grant@rl.gov](mailto:Pamela_M_Grant@rl.gov)

Contracts Lead, Claire Neville, 509-376-4113, [Claire L Neville@rl.gov](mailto:Claire_L_Neville@rl.gov)

**G.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.

**G.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).



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## REQUEST FOR PROPOSAL NO: 292337

### G.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.
  - 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.



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## REQUEST FOR PROPOSAL NO: 292337

- 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: <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.

### G.5 Terms of Payment

(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.

### H.0 Special Requirements

#### H.1 Reimbursement of Travel Expenses

(H21) Rev. 3 08/15/2016

#### General Reimbursement Policy

1. Expenses must be in accordance with the Federal Travel Regulations (FTR), this clause, and any other Subcontract provisions agreed upon prior to traveling. Reimbursement for travel under this Subcontract is strictly limited to costs incurred for lodging, meals, and incidental expenses deemed reasonable, allowable, and allocable under the FTRs and this Subcontract. Costs may be based on per diem, actual expenses or a combination of both provided that costs shall be considered reasonable and allowable only to the extent that they do *not exceed* on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the FTR. Links to the [FTRs](#) and [current per-diem rates](#) can be found on the GSA web site ([www.gsa.gov](http://www.gsa.gov)).
2. At all times, the Subcontractor is expected to take reasonable steps to minimize the amount of travel expenses (i.e. booking all travel as far in advance as possible).



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## REQUEST FOR PROPOSAL NO: 292337

### Time Limitations

1. Domestic Extended Personnel Assignments
  - (a) Domestic extended personnel assignments are defined as any assignment of subcontractor personnel to a domestic location different than their normal duty station for a period expected to exceed 30 consecutive calendar days.
  - (b) For personnel on approved domestic assignments, Subcontractors will be reimbursed the lesser of temporary relocation costs (FTR 302-3.4 – 302-3.429) or a reduced per diem as described in subparagraphs (c) and (d) below.
  - (c) Lodging -For the first 60 days and last 30 days of the assignment, the Subcontractor will be reimbursed costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for lodging.
  - (d) Meals and Incidentals - For the first 30 days and last 30 days of the assignment, MSA will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for M&IE.
  - (e) Trips Home – One trip home, to the primary residence, after each four consecutive weeks of assignment at the Hanford Site is reimbursed when preapproved by MSA subject to the following:
    - (1) While traveling and at home, no per-diem expenses are reimbursable and no labor time will be billed to MSA.
    - (2) Coach airfare will be via the most direct route in accordance with FTR guidelines. The Subcontractor is expected to book travel at least two (2) weeks in advance in order to secure the cheapest airfare.
    - (3) Trips home are neither “bankable,” transferable nor cumulative.
2. Longer Term Assignment (three hundred sixty-six (366) days and over): For any assignment exceeding 365 days, the Subcontractor will not be reimbursed any costs associated with lodging, meals and incidentals or trips home. If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between the assignments is less than 12 months, MSA will consider the assignment continuous for the purposes of the three year clock. If the break is greater than 12 months, the assignments will be considered as separate assignments for purposes of the three year clock.



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## REQUEST FOR PROPOSAL NO: 292337

### 3. Intermittent Travel

- (a) For Subcontractor personnel on intermittent travel directly required by MSA to the same domestic location for less than 30 consecutive calendar days, the Subcontractor will be reimbursed as set forth in the General Reimbursement Policy above, unless the provisions of subparagraph 3 (c) below apply.
  - (b) If any intermittent travel assignment includes trips that are in excess of 30 consecutive calendar days to the same domestic location, then the rules on Domestic Extended Personnel Assignment per B.1 and B.2 above will apply. If the Subcontractor believes it is not practical or cost effective to obtain long term lodging, the Subcontractor may request a specific preapproval to waive this restriction. Until such approval has been granted, costs for travel will be treated as set forth in B.1 and B.2 above.
  - (c) If there is a Subcontract requirement for recurrent intermittent travel of less than 30 consecutive days per trip to the same domestic location over a period of 6 months or more, a cost analysis will be mutually performed to determine if the use of long-term lodging would be more cost effective. If it is determined that the use of long-term lodging is more cost effective, the travel costs shall be reimbursed in accordance with the requirements of Paragraph B.1 above.
4. Previous Contractual Arrangements – for all Subcontractors under per diem arrangements prior to October 23, 2012, existing assignments will be transitioned to the new policy after given ninety (90) days notice. In the case of assignments with less than 90 days term remaining before renewal, the existing reimbursement scheme will carry forward into the renewal period until the 90 day notice period has elapsed.
  5. Subcontract Renewals - upon renewal of a MSA Subcontract with the same Subcontractor, individuals of that Subcontractor working to the same work scope, unless there has been a break of more than 12 months, the per diem limitations set forth herein will continue to apply based on the initial Subcontract award date that started the effort.

### **Invoicing for Travel Expenses**

Subcontractor's submittal of an invoice to the Buyer that includes travel expenses signifies certification to the above. Failure to comply with these provisions may cause any request for reimbursement to be denied.

Expense reimbursement requests must be submitted in a timely manner, identify the name of the traveler, destination, purpose of the travel and days worked under the Subcontract, as well as any required pre-approval documentation.

Invoices for travel expenses must include original or legible copies of receipts to support:



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## REQUEST FOR PROPOSAL NO: 292337

1. Actual airfare or other public conveyance expenses
2. Car rental expenses for each rental day - car rental must be for compact or intermediate size
3. Lodging, meals, and incidental expenses – not to exceed the Federal per diem guidelines for the area.

Further information about travel is posted on the Mission Support Alliance [travel website](#).

### H.2 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.

### H.3 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



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## REQUEST FOR PROPOSAL NO: 292337

directly to this Subcontract. Subcontractor shall make such provisions as necessary in its 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.

### H.4 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: John Weidert, 509-373-3731, [John R Weidert@rl.gov](mailto:John_R_Weidert@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



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## REQUEST FOR PROPOSAL NO: 292337

promptly notify the Contract Specialist in writing. **The BTR does not possess any explicit, 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.

### H.5 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.

### H.6 Work Hours Reporting

(H109) Rev 4 10/07/2014

Subcontractor shall provide on a monthly basis and the total number of hours Subcontractor personnel performed work on the Hanford Site or government owned/controlled facility by Subcontract and Release number by the end of each month. This data shall be sent electronically via an e-mail to [CLH@rl.gov](mailto:CLH@rl.gov).

### H.7 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.



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## REQUEST FOR PROPOSAL NO: 292337

### H.8 Non-Disclosure and Intellectual Property Agreement for Individual Subcontractors

(H122) Rev. 2 4/7/2015

This Subcontract is subject to the provisions of the [Non-Disclosure Agreement \(NDA\)](#) and [Intellectual Property \(IP\) Agreement](#). The Subcontractor shall complete the form and submit it to the designated Contract Specialist for any Subcontractor individual who will be performing work under this Subcontract.

#### I.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.

#### I.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 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.



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## REQUEST FOR PROPOSAL NO: 292337

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.

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

(Revision 03, July 23, 2015) |

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

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

(Revision 01, December 15, 2014)

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

### **J.0 List of Attachments**

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

The attached Statement of Work: 400 Area Substation Study, date: August 18, 2016, revision 1, 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.

### **K.0 Signatures - RESERVED**

### **L.0 Representations and Certifications**

#### **L.1 Certification Regarding Substance Abuse at DOE Sites**

(L14) Rev. 0 3/14/2011

Any Subcontract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, "Workplace Substance Abuse Programs at DOE Sites."

Offeror certifies and agrees that it will provide to the Buyer its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707 pursuant to this solicitation, within



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**REQUEST FOR PROPOSAL NO: 292337**

30 days after notification of selection for award or award of a Subcontract, whichever is occurs first.

Failure of Offeror to certify in accordance with this requirement renders the offer non-responsive and the Offeror ineligible for award.

In addition to other remedies available to Buyer or to the DOE in lieu of the Buyer, this certification concerns a matter within the jurisdiction of an agency of the United States and making false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., Section 1001.

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Signature\*

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Date

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Typed name and title of signatory

\*Signature of officer/employee certifying regarding the Offeror's workplace substance abuse program.