



## Request for Proposal

Solicitation #: 296128  
Date Issued: December 19, 2016

Issued To:

{Insert Potential Supplier Address}

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  
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 Wednesday, January 4, 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.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 541990 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 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:

- 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 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 Cost or Pricing Data

(A16) Rev. 1 03/14/2011

This is not a request for cost or pricing data, but notification to all Offerors that this information may be required prior to award unless the Subcontract is determined by the Buyer to be exempt from the requirements of Public Law 87-653 (10 USC Sec. 2306a).

### A.4 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), 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



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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.5 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.6 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 technical factors will be the basis of award. Proposals will be evaluated to determine the response that provides the best value to MSA and the Government, considering cost/price and technical criteria; with technical rated higher than cost/price.

### A.7 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,



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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.8 Instructions for the Preparation of Proposals**

(A104) Rev. 0 7/17/2014

For specific instructions on how to respond to a Request for Proposal (RFP), please refer to [Instructions for the Preparation of Proposals](#).

### **A.9 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.

## **DRAFT AWARD**

### **A.10 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. The Subcontractor shall notify the cognizant Contract Specialist in writing when the Subcontractor reaches 85% of the current estimated value.

### **A.11 Labor Rate Schedule**

(A99) Rev. 0 4/12/2011

The Labor Rates proposed below are for Work performed in accordance with this Subcontract. All rates in the Labor Rate Schedule shall be firm and fixed during the period of performance of the



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Subcontract. All allowable hours billed shall be as identified in the labor rate schedule below. There is no overtime premium notwithstanding the number of hours worked during the day.

**LABOR RATE SCHEDULE**

<b>Name of Individual</b>	<b>Labor Category</b>	<b>Fully Burdened Hourly Fixed Unit Rate</b>

**B.0 QA / Inspection Requirements – Not Required**

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

See Section J for the Statement of Work.

**C.1 Reimbursement of Overtime – Staff Augmentation Subcontracts**

(C38) Rev. 1 7/18/2016

Subcontractor personnel providing professional and staff augmentation support under this Subcontract are expected to work the hours necessary to accomplish the task. Reimbursement for time worked by these individuals above the standard work hours (40 hours in a Monday-Friday work week or 80 hours in a two week billing schedule) will be considered when the work hours are authorized by the Buyers Technical Representative (BTR) or their Manager.

Authorization of overtime hours by subcontracted staff is documented through the BTR/Manager approval of the individuals CLTR timecard. It is the Subcontractor’s responsibility to ensure individual overtime billing rates are incorporated into the subcontract prior to any individual working above the standard work hours. As a general rule overtime will not be ratified except under unusual and unique circumstances.

Additionally, MSA will provide reimbursement only for hours where productive work is performed in pursuit of the subcontracted scope. Work associated with Subcontractor company business, travel time to or from the work place assignment, or for any Project closeout will not be reimbursed as a direct charge.

**D.0 Transportation Instructions – Not Applicable**



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**E.0 Schedule – Not Applicable**

**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 September 30, 2019 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:

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

Contracts Manager, 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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### **G.4 Invoices and Payments – Contracted Labor Time Recording (CLTR) System**

(G045) Rev. 0 2/27/2012

#### **Billable Hour Submittals**

Billable hours worked by any Staff Augmentation Contracted Labor Resource (CLR) under this Subcontract must be recorded and approved in the Buyer's CLTR system. The Buyer will automatically generate an invoice (Auto Invoice) based on the labor hour data recorded and approved in CLTR from which payment will be made. Therefore, the Subcontractor is not required to submit invoices for CLR time.

#### **Invoices**

The Buyer's CLTR system will generate an Auto Invoice for each release for CLRs with time recorded and approved in the CLTR system.

The Auto Invoice will include all time cards which were approved during the invoice period. The invoice shows the period of time recorded and the approved date.

A copy of the Auto Invoice will be emailed to the Subcontractor in PDF file format. It is the Subcontractor's responsibility to provide the Contract Specialist with any changes to the email address. A single PDF invoice file will contain all Subcontracts and/or releases with submitted and processed time for that invoice period. Each release will be shown on a separate page in the PDF invoice file.

#### **Invoice Period**

Auto Invoices will be processed and distributed on the third Wednesday of each month. The invoice period will run from Monday of the invoice processing week through the Sunday preceding the next processing.

#### **Subcontractor Action Required**

Ensure that all of your personnel who have been designated to record their time in the CLTR system are doing so promptly and accurately.

Upon receipt of the invoices, review the CLR's time to ensure it is accurate. Contact your CLR and the Buyer's Technical Representative to discuss any discrepancies.



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### Corrections and Changes

If an error is found in a time record, the CLR will be required to submit a corrected time record (through the CLTR system). Payment adjustments for the corrected time record will be processed in the next invoice period.

- Recording hours worked and submitting the time cards for approval in the CLTR system constitutes Subcontractors certification that the hours are correctly charged for work performed and that Subcontractor is requesting payment in accordance with the Subcontract. Use of the CLTR invoice process does not relieve Subcontractor of any record keeping or accounting requirements.

### **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 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.2 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.



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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 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.3 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/ email: Steven Stallings, 509-373-6760, [Steven L. Stallings@rl.gov](mailto:Steven.L.Stallings@rl.gov) .



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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, 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.4 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.5 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].*

**H.6 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.

**H.7 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.



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### 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.
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.



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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 02, December 7, 2016)

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

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

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

The attached Statement of Work: Electrical Utilities Work Planner, dated: December 8, 2016, 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.

#### **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 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.



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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\*

Date

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Typed name and title of signatory

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

### **L.2 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



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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
7. Subcontractor will update SAM on an annual basis.