March 10, 2021

Issued To:

Dear Prospective Offeror

Request for Proposal NO: 346667 - Building Trades Hazardous Waste/Hazwoper Worker Trainer Support at Hammer

Hanford Mission Integration Solutions, LLC. (HMIS) requests proposals for Building Trades Hazardous Waste/Hazwoper Worker Trainer Support at Hammer the requested work is in support of Hanford Mission Integration Solutions, LLC. (HMIS) Prime Contract 89303320DEM000031 with the U.S. Department of Energy, Richland Office.

Information regarding the submission of a proposal is contained in the attached Solicitation. 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 3/31/2021 4:00 PM PST.

All questions are to be directed to the Contract Specialist. 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.

HMIS looks forward to your response.

Thank you,

Contract Specialist

Elizabeth Wright,
(509)376-3518
Elizabeth_R_Wright@rl.gov

Table of Contents

SECTION A – SOLICITATION/AWARD **5**
1.0 Introduction **6**
1.1 Buyer Not Obligated- Irregularities and Notifications 6
1.2 Solicitation Amendments 6
1.3 Proposal Submittal 6
1.4 Late Proposals 6
1.5 Proposal Changes 7
1.6 Withdrawal 7
1.7 North American Industry Classification System (NAICS) Code and Size Standard 7
1.8 Questions/Comments Regarding the Solicitation 7
2.0 Basis for Award **7**
3.0 Proposal Instructions **8**
3.1 Proposal Preparation 8
3.2 Proposal Content 8
3.2.1 Volume I Technical Proposal Requirements 8
3.2.2 Volume II Required Price Support Information 8
3.2.3 Volume III Pricing Backup 9
3.3 Evaluation of Options 9
3.4 Representations and Certifications 9
3.5 Anti-kickback Certifications 10
3.6 Employment Eligibility Verification (E-Verify) 10
3.7 Additional Information 11
3.8 Acceptance of Terms and Conditions and Technical Requirements 11
3.9 Proposal Validity Period 11
4.0 Notices **11**
4.1 Financial Capability Determination Information 11
4.2 Local Business Limitation 11
4.3 Foreign Nationals 12
4.4 Service Animal Requirement 12
Exhibits **13**
Exhibit 001 – Compensation Schedule – Labor Hour Proposal Breakdown 14
Exhibit 002 – Proposed Lower-Tier Subcontractors 15
Exhibit 003 – Past Performance 16

Exhibit 004 – Conflict of Interest Disclosure and Representation 17
Exhibit 005 – Foreign National Disclosure 18
Exhibit 006 – Representation and Certification 19
Exhibit 007 – Agreement, Exceptions, and Assumptions 20
Exhibit 008 – Organizational Conflict of Interest Disclosure Statement 21
Exhibit 009 – Certification Regarding Substance Abuse at DOE Sites 23
5.0 Award 24
5.1 Statement of Work 24
5.2 Effective Term 24
5.3 Contract Type 24
5.4 Total Value of Subcontract 24
5.5 Compensation 24
5.6 Payment Terms 24
5.7 Authorized Personnel 25
5.8 Designation of Technical Representative 25
SECTION B – PRICES/COST 26
6.0 Invoices 27
6.1 Limitation of Funds 27
6.2 Invoice Instructions – T&M/LHC Cost Reimbursable 27
SECTION C – STATEMENT OF WORK 30
7.0 Reimbursement of Overtime 31
7.1 Environmental, Safety, and Health 32
SECTION D – PACKAGING, MARKING, AND TRANSPORTATION INSTRUCTIONS 33
SECTION E – INSPECTION, ACCEPTANCE, AND QUALITY ASSURANCE REQUIREMENTS 34
8.0 Inspection, Acceptance, and Quality Assurance Requirements 35
8.1 DOE Inspection and Acceptance 35
SECTION F – DELIVERIES OR PERFORMANCE 36
9.0 Deliveries or Performance 37
9.1 Option to Extend the Term of the Subcontract 37
SECTION G – SUBCONTRACT ADMINISTRATION 38
10.0 Subcontract Administration 39
10.1 Electronic Mail Capability 39
10.2 Foreign Nationals 39
10.3 Closeout Certification 39

10.4 Estimated Billing 39
SECTION H – SPECIAL SUBCONTRACT REQUIREMENT 40
11.0 Special Subcontract Requirement 41
11.1 Negotiated Exceptions to General Provision 41
11.2 Facility Closure Notice – Holiday and Work Schedules 41
11.3 Inspection of Services 41
11.4 Work Hours Reporting 42
11.5 Requirement for Lower Tier Subcontracting 42
11.6 Non-Disclosure Agreement for Company Subcontractors 42
11.7 Non-Disclosure and Intellectual Property Agreement for Individual Subcontractors 42
11.8 Limitation of Liability – Services 42
SECTION I – SUBCONTRACT CLAUSES 44
12.0 Subcontract Clauses 45
12.1 Representations and Certifications 45
12.2 Notification of Changes in Size and Status 45
12.3 Service Contract Act Wage Determinations 45
12.4 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple year and Option Contracts) (FAR 52.222-43, May 2014) 46
SECTION J – ATTACHMENTS 48
13.0 Subcontract Attachments 49
13.1 List of Subcontract Attachments 49

SECTION A – SOLICITATION/AWARD

1.0 Introduction

Hanford Mission Integration Solutions, LLC. (hereby HMIS or "Buyer") acting under its contract with the U.S. Department of Energy – Richland Operations Office (DOE-RL) located in Richland, WA, requests Offeror to submit a proposal for a **Labor Hour** type of subcontract to provide **Building Trades Hazardous Waste/Hazwoper Worker Trainer Support at Hammer**.

1.1 Buyer Not Obligated- Irregularities and Notifications

Buyer is not obligated to pay any costs incurred in the preparation and submission of Offeror's proposal, nor required to enter into a subcontract or any other arrangement with Offeror.

1.2 Solicitation Amendments

The Contract Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Contract Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF THE OFFER.

1.3 Proposal Submittal

The proposal is due by 3/31/2021 4:00 PM

The proposal shall be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original to the address as noted below. Identify the name of the Contract Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

Send proposal via the U.S. Postal Service to:

Response to Request for Proposal No. 346667
Elizabeth Wright, MSIN G3-62
Hanford Mission Integration Solutions
P.O. Box 943
Richland, WA 99352

NOTE: *Communications with any HMIS personnel except the above named Contract Specialist concerning any aspect of this Solicitation may be grounds for disqualifying an Offeror from being considered for award.*

1.4 Late Proposals

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

a. It was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or

b. It was sent by mail, telephone, or fax, if authorized by the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or

c. It is the only proposal received.

1.5 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.

1.6 Withdrawal

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

1.7 North American Industry Classification System (NAICS) Code and Size Standard

The Contract Specialist has determined that North American Industry Classification System ("NAICS") Code **541990 - All Other Professional, Scientific and Technical Services** 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, by submitting a proposal or an offer to this solicitation, the Offeror certifies that they are a small business qualifying for the NAICS code and meeting the size standard noted above

By submitting a proposal for this solicitation, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Offeror's misrepresentation of its business size or status, regardless of whether Offeror's misrepresentation was willful, intentional, or knowing.

1.8 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Contract Specialist no later than **3/18/2021 2:00 PM** The Contract Specialist will answer all questions in writing for the benefit of all prospective Offerors.

2.0 Basis for Award

HMIS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror who is considered to be the overall Best Value to the government. This solicitation provides the basis for HMIS evaluation. Offerors are also advised that HMIS reserves the right to award a subcontract based upon initial offers and without further discussions with Offerors. Offeror should provide their best price and technical offers initially.

3.0 Proposal Instructions

Follow the described proposal instructions.

3.1 Proposal Preparation

Prepare the proposal simply and economically, and provide a straightforward and concise presentation of the information requested in the Request for Proposal. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations that are neither required nor desired by the HMIS.

If the Offeror submits any data which it considers proprietary data as part of its proposal, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered proprietary.

3.2 Proposal Content

Proposals shall include the following elements and be organized in the manner listed below. Each volume of the proposal should be separate and complete. Omit all cost or pricing details from the technical proposal.

3.2.1 Volume I Technical Proposal Requirements

HMIS will evaluate Offeror's technical capabilities/qualifications as well as its pricing for the requirements as specified in the Statement of Work. Offeror's proposal must address the following:

- An acknowledgement that the Statement of Work is fully understood and that the Offeror has resources qualified to perform the work.
- Resumes of proposed Key Personnel.
- If applicable, identify all parent, affiliate, and subsidiary companies organizations, or divisions that will participate in work under the Subcontract under Offeror's proposal, if applicable; Offeror's relationship with each; and the particular role, work, or support Offeror proposes each will provide.
- Statement of compliance with subcontract insurance requirements as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.

3.2.2 Volume II Required Price Support Information

The Offeror is required to submit information sufficient to determine that the prices or costs being charged are fair and reasonable. Such information may include pricing, sales, or cost information that is pertinent to establishing the pricing or costs being charged.

The Offeror grants the Buyer or its authorized representative(s) the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify the reasonableness of the price. For items priced using catalog or market prices, or law and regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

Any Subcontract that results from this Solicitation will be determined by the price the Offeror pays for material (without profit applied) plus fully burdened hourly labor rates, multiplied times the number of

hours worked. Upon mutual agreement, this schedule of costs and rates will be the basis for pricing on any resulting Subcontract.

3.2.3 Volume III Pricing Backup

Upon Buyer's determination of a successful Offeror, Buyer will request audited company financial reports for the previous three (3) year period, including balance sheets and income statements. The successful Offeror shall provide such information within 48 hours of the request.

In the event audited company financial reports are not consistent with the Offeror's customary accounting practice and in the absence of certified statements, the Buyer may request the following, listed in order of preference:

1. Parent guarantee;

2. Bond;

3. Irrevocable letter of credit;

4. Submission of uncertified financial statements which shall be certified as being accurate and complete by an agent of Offeror's company, which may be subject to HMIS verification with the Internal Revenue Service (IRS).

If the selected successful Offeror is unable to provide the information required within the time frame identified or if the Buyer is unable to determine the successful Offeror as financially responsible for award of the Subcontract, Buyer, in its sole determination, may select another successful Offeror for the award.

3.3 Evaluation of Options

Except when it is determined not to be in HMIS' best interest, HMIS evaluates offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate HMIS to exercise the option(s).

HMIS analyzes bids to determine whether prices are unbalanced, and may reject a proposal offer as nonresponsive if it determines that the proposal is materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

3.4 Representations and Certifications

HMIS relies upon Offeror's current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

By submitting a proposal to HMIS in response to this solicitation, the Offeror is certifying that:

1. The representation and certification information in SAM is accurate and complete as of the date of the offer.
2. All statements and explanatory documentation submitted are current and accurate.

3. Offeror 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.
4. All Offeror employees who may work on HMIS premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Offeror agrees to the testing of assigned employees under HMIS program for controlled substances.
5. Offeror's information in the Buyer registration system is current, accurate and complete and is no greater than 12 months old).
6. Offeror will update its information in SAM on at least an annual basis.

3.5 Anti-kickback Certifications

By submitting a proposal response to this solicitation, the Offeror certifies that it has not:

1. Provided, attempted to provide, or offered to provide, any kickback.
2. Has not solicited, accepted, or attempted to accept any kickback.
3. Included, directly or indirectly, the amount of any kickback, in the Subcontract price proposed by the Offeror to the Buyer. (For definition of the term kickback, see 41 U.S.C. § 8701(2), Title 41 U.S.C. Chapter 87, Sections 701 and 8702).

By submitting a proposal in response to this solicitation, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Offeror's failure to certify or false certification of compliance with any requirements of this Section, regardless of whether the failure or false certification was willful, intentional, or knowing.

3.6 Employment Eligibility Verification (E-Verify)

HMIS anticipates that this award will be subject to the Employment Eligibility Verification requirements established in Federal Acquisition Regulations (FAR) clause 52.222-54.which requires the successful Offeror to enroll and utilize the E-Verify program. Enrollment is done via the Internet at the Department of Homeland Security Web site at http://www.dhs.gov/E-Verify. This requirement is applicable to awards with a value greater than $3,500 and considered commercial or noncommercial Services (except for commercial Services that are part of the purchase of a Commercial Off the Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications) performed by the COTS provider, and are normally provided for that COTS item) or Construction. Subcontractors who are only suppliers are not subject to E-Verify.

Buyer reserves the right, prior to award, to require Offeror to submit information which Buyer will use to make a determination whether Offeror has successfully enrolled in the E-Verify program. Such information may include a copy of the last three (3) pages of the enrollment form (i.e., pages 11, 12, and 13) and any other information that may be required to make the appropriate determination. Offeror agrees to promptly provide such information upon request and prior to award. If Buyer requests such information, award shall be conditioned on Offeror's submission of information Buyer deems acceptable.

By submitting a proposal in response to this solicitation, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Offeror's failure

to certify or false certification of compliance with any requirements of this Section, regardless of whether the failure or false certification was willful, intentional, or knowing.

3.7 Additional Information

In order for HMIS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed in Exhibits of this solicitation.

3.8 Acceptance of Terms and Conditions and Technical Requirements

The subcontract resulting from this Solicitation will be substantially the same as the draft Subcontract that is contained in this Solicitation. Offeror must describe any exceptions (on the Agreement Exceptions form of this Solicitation) to the terms and conditions and technical requirements. HMIS considers compliance with the terms and conditions and technical requirements of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Contract Specialist. If any exceptions are taken to the terms and conditions and/or technical requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, HMIS may determine the proposal to be non-responsive.

Unless otherwise noted in the proposal, Offeror's submission of a proposal signifies unqualified acceptance of all of the terms and conditions and technical requirements of the Subcontract that are contained in or referenced in this Solicitation.

3.9 Proposal Validity Period

Offeror's proposal shall remain firm for **30 days** after the proposal due date.

4.0 Notices

In order for HMIS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed in Notices of this solicitation.

4.1 Financial Capability Determination Information

HMIS reserves the right, prior to award, to require Offeror to submit information which HMIS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

4.2 Local Business Limitation

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.

4.3 Foreign Nationals

If the Offeror intends to propose any foreign national (non-US citizen) personnel, that information must be a part of the Offeror's proposal. They will be processed in accordance with HMIS Unclassified Visits and Assignments by Foreign Nationals procedures prior to commencement of the work. This process could add lead time from a few days up to several weeks depending on the country of origin, Hanford facilities they will access, and the subject matter involved.

4.4 Service Animal Requirement

If any of the individuals performing work under the awarded subcontract require the use of a service animal to perform their work or tasks, this information is to be included in the proposal.

Exhibits

The list of Exhibits as outlined in the table below are required as a part of your response to the identified Request for Proposal. Failure to provide and disclose any information requested below may be grounds for disqualification if identified prior to award or, if applicable, termination, if identified after award.

Note: *Additional attachments may be outlined within the Request for Proposal.*

It is recommended that you refer back to the Request for Proposal document to ensure all attachments have been identified and included in your proposal response.

Exhibit No.	Title	GO TO
001	Labor Hour Proposal Breakdown	Labor Hour Proposal Breakdown.xls
002	Proposed Lower Tier Subcontractors	Exhibit 002
003	Past Performance	Exhibit 003
004	Conflict of Interest Disclosure and Representation	Exhibit 004
005	Foreign National Disclosure	Exhibit 005
006	Representation and Certification	Exhibit 006
007	Agreement, Exceptions, and Assumptions	Exhibit 007
008	Organizational Conflict of Interest Disclosure	Exhibit 008
009	Certification Regarding Substance Abuse at DOE Sites	Exhibit 009

Exhibit 001 – Compensation Schedule – Labor Hour Proposal Breakdown

Please find Exhibit 001 – *Compensation Schedule – Labor Hour Proposal Breakdown* included with this Solicitation as an Excel file.

	LABOR RATE BREAKDOWN						
LABOR JOB CLASSIFICATIONS	Base Hourly Rate	Fringe Benefits	Payroll Taxes & Insurance	Overhead	G&A	Profit	Fully Burdened Rate
		0.00%	0.00%	0.00%	0.00%	0.00%	

Labor Category	HOURS	FULLY BURDENED RATE	TOTAL $ EACH CAT.	Notes
TOTAL PRICE				

Figure 1. Picture of the Labor Hour Proposal Breakdown Spreadsheet

Exhibit 002 – Proposed Lower-Tier Subcontractors

Please type or print the names and contact information for all of the lower-tier Subcontractors. Use additional sheets if necessary.

LOWER-TIER SUBCONTRACTOR/SUPPLIER **CONTACT NAME:** **TELEPHONE NO.:**	**DESCRIPTION OF SERVICES TO BE PROVIDED:**	****APPROXIMATE AWARD AMOUNT:**

NAME AND ADDRESS OF OFFEROR:	**NAME OF SIGNER** *(Print)***:**
	TITLE OF SIGNER *(Print)***:**
OFFEROR: *(Signature of person authorized to sign)*	**DATE:**

** APPROXIMATELY _____% OF TOTAL SUBCONTRACTED AMOUNT TO BE PERFORMED BY LOWER-TIER SUBCONTRACTOR. PERCENTAGE OF LOWER-TIER SUBCONTRACTED WORK SHALL NOT EXCEED 50% FOR SMALL BUSINESS OR 70% FOR A LARGE BUSINESS (FOR SERVICES) OR 85% (FOR CONSTRUCTION) OF TOTAL SUBCONTRACT AMOUNT. SUBCONTRACTOR'S ARE REQUIRED TO NOTIFY CONTRACT SPECIALIST WHENEVER _____ % OF LOWER-TIER WORK IS ANTICIPATED OR REACHES 70% (FOR SERVICES) OR 85% (FOR CONSTRUCTION).

Exhibit 003 – Past Performance

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

CLIENT NAME **CONTACT NAME** **TELEPHONE NO.**	**CONTRACT NO.** **CONTRACT DATE**	**START DATE/** **END DATE** **CONTRACT VALUE**	**CONTRACT TERMINATED?** (Y/N) *Explain in attachment*

NAME AND ADDRESS OF SUBCONTRACTOR	**NAME OF SIGNER** *(Print):*
	TITLE OF SIGNER *(Print):*
SUBCONTRACTOR *(Signature of person authorized to sign)*	**DATE**

Exhibit 004 – Conflict of Interest Disclosure and Representation

It is Hanford Mission Integration Solutions, LLC (HMIS) policy to avoid situations which place a Subcontractor or Subcontractor's employees in a position in which it may not be able to participate or perform on an equal basis for Buyer-controlled work with other qualified contractors due to impermissible Conflicts of Interest. *See*, FAR 3.1101. 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. In addition, the Subcontractor is to consider potential conflicts of interest of all personnel working in a staff augmentation or direct services role for familial relationships at Hanford in answering the following.

Subcontractor hereby certifies that ☐ **there is not** or ☐**there is** a potential conflict of interest by the company or company personnel. If the answer is affirmative, the details associated with the real or potential concerns are 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. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

NAME AND ADDRESS OF OFFEROR:	**NAME OF SIGNER** *(Print)***:**
	TITLE OF SIGNER *(Print)***:**
OFFEROR: *(Signature of person authorized to sign)*	
	DATE:

Exhibit 005 – Foreign National Disclosure

It is Hanford Mission Integration Solutions, LLC (HMIS or Buyer) policy to require that Subcontractors disclose any foreign national (non-US citizen) personnel that will support the services as outlined in the attached Statement of Work. All foreign nationals will be processed in accordance with HMIS Unclassified Visits and Assignments by Foreign Nationals procedures prior to commencement of the work. This includes any Subcontractor work scope and pertinent business information to which foreign nationals may be assigned whether on or off the Hanford site. This process could add from a few days up to several weeks of lead time depending on the country of origin, Hanford facility to be accessed, and the subject matter involved.

A foreign national is defined as any individual who is not a U.S. Citizen. Immigrant aliens and lawful permanent residents (Green card holders) are not U.S. citizens. However, an individual who has a dual citizenship with a foreign country and the United States is not considered a foreign national but is a U.S. citizen.

Subcontractor hereby certifies that ☐**there are not** or ☐**there are** foreign nationals proposed by the Subcontractor in support of the requested services as outlined in the Statement of Work. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

NAME AND ADDRESS OF OFFEROR:	**NAME OF SIGNER** *(Print)***:**
	TITLE OF SIGNER *(Print)***:**
OFFEROR: *(Signature of person authorized to sign)*	
	DATE:

Exhibit 006 – Representation and Certification

Offeror hereby certifies their socioeconomic size status as ☐ **SMALL or ☐LARGE** based on the North American Industry Classification System (NAICS) as identified in the subject Request for Proposal. Offeror also identifies as: (list additional socioeconomic status applicable, i.e. Woman Owned, HubZone, Veteran owned, etc.)_____.

Offeror certifies that the disclosure of size status as listed above corresponds to the size status as identified in the System for Award Management (SAM.gov) in reference to identified NAICS for the subject Request for Proposal. Any such disclosure may result in the need for additional discussions relative to the Offeror's continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

NAME AND ADDRESS OF OFFEROR:	**NAME OF SIGNER** *(Print)***:**
	TITLE OF SIGNER *(Print)***:**
OFFEROR: *(Signature of person authorized to sign)*	
	DATE:

Exhibit 007 – Agreement, Exceptions, and Assumptions

Any exceptions to the proposed subcontract terms and conditions must be indicated below. Hanford Mission Integration Solutions, LLC (HMIS or Buyer), however, reserves the right to disqualify offers which deviate from the Solicitation. If the Offeror has no exceptions or assumptions, please write "None" below.

NAME AND ADDRESS OF OFFEROR:	**NAME OF SIGNER** *(Print)***:**
	TITLE OF SIGNER *(Print)***:**
OFFEROR: *(Signature of person authorized to sign)*	
	DATE:

Exhibit 008 – Organizational Conflict of Interest Disclosure Statement

It is Hanford Mission Integration Solutions, LLC (HMIS or Buyer) policy to avoid situations, which place an Offeror in a position wherein it may not be able to compete on an equal basis for Buyer's-controlled work with other qualified Offerors. This representation, and the information disclosed thereby, will serve to advise Buyer whether or not an Offeror's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have or appear to have which relates to the work to be performed under a subcontract which may result from this solicitation, thus providing the Offeror an unfair competitive advantage over others. The term "Offeror" herein means the proposing entity or any of its affiliates or proposed consultants or Subcontractors of any tier. Therefore:

Offeror shall provide Buyer a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

Offeror shall assure that any consultants and/or Subcontractors identified in its proposal which will perform part or all of any resulting subcontract submit the same information as required above, either as part of the Offeror's proposal or directly to Buyer, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation number and the (Offeror's) proposal to which it relates.

Offeror shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the subcontract, submit such information.

Offeror shall promptly provide to Buyer information concerning any changes, including additions, in its relevant facts reported, that occur between the time of submission of its proposal and the award of a subcontract or the time the Offeror is notified that it is no longer being considered for an award.

Buyer will review the information submitted and may require additional relevant information or certifications from the Offeror. All such information, and any other relevant information known to Buyer , will be used to determine whether an award to the Offeror may create an organizational conflict of interest with respect to the Offeror's (1) bias caused by financial, contractual, organizational, or other interests which relate to the work to be performed under the subcontract, resulting in Offeror being unable to render impartial, technically sound, and objective assistance or advice, or (2)obtaining an unfair competitive advantage over other parties. If Buyer determines a conflict exists which would require some action to mitigate an actual or potential conflict of interest that would otherwise represent an unacceptable risk to Buyer, it may, at its sole discretion: (1) impose appropriate terms or conditions necessary to avoid or mitigate the conflict, (2) disqualify the offer, or (3) proceed with an award despite the conflict.

Offeror refusal to submit the representation and/or to provide the disclosure or any additional information requested by Buyer may result in disqualification of the Offeror for an award. Misrepresentation of material facts or other reported information may also result in disqualification. If any such misrepresentation is discovered following award, Buyer may terminate the contract for default or seek other remedies including actions pursuant to 18 U.S.C. 1001.

Depending on the nature of the subcontract activities, Offeror may, because of the existence of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work contained in the original solicitation, unless the solicitation specifically prohibits such exclusion. Any

proposed exclusion may be considered by Buyer in the evaluation of proposals, but may ultimately determine the proposal to be unacceptable.

No work shall be performed, and Buyer will not authorize work to begin, until representations and disclosure information has been evaluated. Buyer may also, at its option, permit missing representations or disclosure information to be provided by an Offeror at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by Buyer, Offeror shall provide a certification similar to the following, altered only to reflect the relevant facts:

ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Offeror have a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given unfair competitive advantage.

NAME AND ADDRESS OF OFFEROR:	**NAME OF SIGNER** *(Print)***:**
	TITLE OF SIGNER *(Print)***:**
OFFEROR: *(Signature of person authorized to sign)*	
	DATE:

Exhibit 009 – Certification Regarding Substance Abuse at DOE Sites

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.

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.

NAME AND ADDRESS OF OFFEROR:	**NAME OF SIGNER** *(Print)***:**
	TITLE OF SIGNER *(Print)***:**

5.0 Award

Subcontract No. TBD	
Issued By: Hanford Mission Integration Solutions, LLC PO Box 943 Richland, WA 99352 Contract Specialist Name: Elizabeth Wright MSIN: G3-62 Email: Elizabeth_R_Wright@rl.gov Phone Number: (509)376-3518	**Subcontractor:** TBD Point of Contact: TBD Email: TBD Phone Number: TBD

This Subcontract is effective as of April 15, 2021, between HMIS and TBD ("SUBCONTRACTOR") who hereby agrees that all work specified below, which is a portion of the goods and services to be provided by HMIS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract

5.1 Statement of Work

Expect as specified elsewhere in the subcontract, Subcontractor shall furnish all labor and materials necessary and required to satisfactorily perform: Building Trades Hazardous Waste/Hazwoper Worker Trainer Support at Hammer Dated: February 3, 2021 Revision: 0. The Statement of Work is incorporated into this subcontract is and along with all of the other clauses and terms identified herein.

5.2 Effective Term

The term of this Subcontract shall be from April 15, 2021 through April 15, 2022 unless extended by the parties or terminated by other provisions of this Subcontract. Expiration of the term shall not affect any outstanding releases or open tasks.

5.3 Contract Type

Labor Hour type of awarded subcontract.

5.4 Total Value of Subcontract

Not to Exceed TBD.

5.5 Compensation

As full consideration for the satisfactory performance by Subcontractor of this Subcontract, HMIS shall pay to Subcontractor compensation in accordance with the prices set forth in the Subcontract consistent with the payment provisions of this Subcontract.

5.6 Payment Terms

Payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between Subcontractor and HMIS.

5.7 Authorized Personnel

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

Contract Specialist: Elizabeth Wright Email: Elizabeth_R_Wright@rl.gov
Procurement Manager: Keisha Garcia Email: Keisha_R_Garcia@rl.gov

5.8 Designation of Technical Representative

The Contract Specialist hereby designates the following as the Buyer's Technical Representative ("BTR") for this Subcontract: TBD

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.

SECTION B – PRICES/COST

6.0 Invoices

6.1 Limitation of Funds

Although the parties hereto have negotiated a Subcontract value of $TBD for the Subcontract, and the SUBCONTRACTOR realize that sufficient funds for the full scope of the Work are not available. It is anticipated, additional funds will be obligated to this Subcontract until the total estimated price of said Subcontract is obligated. The currently authorized funding value is $TBD and shall not be exceeded prior to a Subcontract Modification being awarded by the authorized personnel increasing the funding value.

6.2 Invoice Instructions – T&M/LHC Cost Reimbursable

Original invoices and supporting documentation shall be submitted no more than once a calendar month electronically to Accounts Payable (hmis_ap_invoices@rl.gov) with a copy to the Contract Specialist unless otherwise directed by the Contract Specialist. Please do not submit hard copies unless requested by the Contract Specialist.

Invoice Payment Terms. The Subcontractor shall prepare all invoices in a form satisfactory to and approved by the Authorized Contracts Specialist. Except to the extent expressly stated elsewhere in this Subcontract, the invoice is payable thirty (30) calendar days after receipt by the BUYER of a properly marked and submitted invoice. All unit pricing and payments made shall be in United States dollars only, in the forms of cash, check, or electronic transfer as may be agreed upon. Remittance will be made only to the remittance address on file for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed. Invoices maybe submitted electronically, if in an acceptable format. All invoice requirements still apply to electronic invoices.

Invoice Certification. Submittal of an invoice constitutes the SUBCONTRACTOR's certification that materials, work and/or services have been delivered as specified on the invoice in accordance with the Subcontract. This invoice certification additionally represents that all invoiced hours and materials are true, accurate and correctly represent the invoiced costs to accomplish this Work on the Subcontract. Falsely invoicing costs may result in civil or criminal penalties as a violation of the Federal False Claims Act (31 USC 37296).

Minimum Invoice Requirements. The invoice shall identify the following information:

- Each Invoice must have a unique invoice number
- The Subcontractor's name, invoice number, and Subcontract number, and Release number must be in the subject line of the e-mail message use to submit the electronic invoice.
- The Subcontractor's name and telephone number of a representative available to respond to invoice questions.
- The total amount due for the billing period (this amount shall be separate from cumulative amounts or subtotals included on the invoice).
- A cost summary identifying all cost elements being invoiced. Cumulative values (i.e., invoiced to date values) for each item being invoiced are requested to be included as part of the invoice submission.
- Each invoice must include a separate line item for sales tax unless an exemption from sales tax is specifically cited in the body of the Subcontract. Invoices that do not include a separate line item for sales tax will not be paid and will be returned to the Subcontractor.

- The Subcontractor must provide itemized receipts, unless justification is provided explaining why itemized receipts cannot be provided. Credit card statements are not acceptable as invoice supporting documentation.
- A synopsis with sufficient details to describe the work performed within the Period of Performance of the invoice.
- Timekeeping Records shall be provided with each invoice submittal. Timekeeping records submitted may be a system generated document, or equivalent, that identifies the project (job) number, employee name, dates worked and all associated daily hours and totals. These records shall be attached to the invoice and be included as part of the Invoice Certification requirement Identified within this document. Timekeeping records shall be in accordance with "Subcontractor Timekeeping Records Signature Requirements" outlined in the section below.
- A corresponding description of each item billed and the associated amount.

Subcontractor Timekeeping Records Signature Requirement. The Subcontractor shall submit timecards for hourly employees for non-fixed-price and cost reimbursable subcontracts and non-fixed-price and cost reimbursable sub tiers. Cost reimbursable type subcontracts are defined by FAR 16.301 and non-fixed-price subcontracts are set forth in FAR 16.600 and includes Time-and-Materials and Labor-hour subcontracts. The subcontract and lower-tier timecards for these subcontract types must be obtained by HMIS prior to the Subcontractor's payment of the costs. The timecards must reflect actual hours worked. The Subcontractor timecards must be signed by the Subcontractor employee and certified by the Subcontractor employee's supervisor. The Subcontractors and lower-tiers performing work under cost-reimbursable and non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Subcontractor shall, at least once every three (3) years, conduct a labor audit of cost reimbursable Subcontractors and lower-tiers. The audit shall be conducted to either Institute of Internal Auditors standards (if conducted internally) or GAGAS (if conducted externally), unmodified

Fully Burdened Hourly Rate. Unless specified otherwise, the invoiced amount shall be computed by multiplying the appropriate hourly rate prescribed in the Subcontract's Rate Schedule by the number of direct billable labor hours. The rates shall include wages, indirect costs, general and administrative expense, and profit.

Provisional Indirect Billing Rates. Until final annual indirect cost rates are established for any

period, the Buyer shall reimburse the Subcontractor at provisional billing rates established by the Buyer's authorized contract specialist, or Administrative Contracting Officer, or by an authorized representative (the cognizant auditor), subject to adjustment when the final indirect rates are established. These provisional indirect billing rates:

- Shall be the anticipated final rates; and
- May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

Reimbursement of Costs. Reimbursable costs will be determined allowable by the BUYER's authorized contract specialist in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this Subcontract and the terms of this Subcontract.

Rejection of Invoices. Any invoice submitted, which fails to comply with the terms of this Subcontract, including the requirements of form and documentation, may be rejected and returned to the Subcontractor. Buyer will not incur and/or pay for any late charges associated with a rejected invoice. The

Buyer shall not reimburse any costs associated with the resubmission of an invoice to meet these requirements.

Withholding Invoice Payments. The Buyer may, at its sole discretion, withhold payment due for, but not limited to, the following reasons:

- Substandard Work or delays in the Work not corrected promptly.
- Evidence that a claim has been or will be filed against the Subcontractor.
- Failure to promptly and properly pay lower tier Subcontractors or suppliers.

SECTION C – STATEMENT OF WORK

7.0 Reimbursement of Overtime

Professional Services

All hours worked beyond eighty (80) hours in a two-week period (overtime) must be approved by both the Contract Specialist and the Buyer's Technical Representative (BTR) or their BTR designee. For every overtime hour worked, the Subcontractor shall be compensated at the overtime rate established in the Subcontract, subject to the conditions and requirements of this section.

Service Contract Act Covered Support

All hours worked beyond forty (40) hours in a single-week period (overtime) must be approved by both the Contract Specialist and Buyer's Technical Representative (BTR) or their BTR designee. For every overtime hour worked, the Subcontractor shall be compensated at the overtime rate established in the Subcontract, subject to the conditions and requirements of this Section.

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 approved or ratified except under unusual and unique circumstances. Additionally, HMIS 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.

Subcontractor acknowledges that overtime premium pay is allowable only if authorized and deemed allowable and reasonable by DOE. Subcontractor agrees that it shall not be entitled to additional compensation for overtime premium pay unless the overtime premium pay is authorized by DOE and deemed allowable and reasonable.

If DOE disallows or deems unallowable, unreasonable, or otherwise not payable to Buyer any amount paid by Buyer to Subcontractor for overtime premium pay, Buyer shall be entitled to deduct the full amount disallowed and/or deemed unallowable, unreasonable, or otherwise not payable from the total value of the Subcontract.

Subcontractor shall submit an Overtime Justification Report each month no later than the 15th day of the month during the period of performance for this Subcontract, showing all overtime hours worked during the previous month and providing justification for every overtime hour worked. This report shall include Common Occupational Classification System sub-codes for all overtime hours and shall differentiate between premium and non-premium overtime. This report shall provide sufficient detail to demonstrate (1) compliance with all provisions of FAR 52.222-2, "Payment for Overtime Premiums (July 1990); (2) all other alternatives to overtime were evaluated and found inadequate or not feasible prior to working overtime; and (3) all overtime hours worked were in the best interest of the Government. The report shall include any other information reasonably requested by Buyer to demonstrate that Subcontractor's overtime premium pay is allowable, allocable, and reasonable.

Subcontractor agrees to revise any Overtime Justification Report promptly upon request by Buyer. If Subcontractor fails to revise any Overtime Justification Report promptly upon request by Buyer, Buyer shall be entitled to withhold the full amount of any payment that would otherwise be due for overtime premium pay for the period covered by the Overtime Justification Report for which Contractor requested revision until such time as Subcontractor revises the Overtime Justification Report in a manner acceptable to Buyer.

Subcontractor agrees to provide promptly any and all information, data, documents, and records requested by Contractor to support any Overtime Justification Report. If Subcontractor fails to provide promptly any such information, data, documents, and records requested by Contractor, Contractor shall be entitled to withhold the full amount of any payment that would otherwise be due for overtime premium pay for the period covered by the Overtime Justification Report for which Contractor requested revision until such time as Subcontractor revises the Overtime Justification Report in a manner acceptable to Buyer.

7.1 Environmental, Safety, and Health

All work performed on the Hanford site shall be accomplished safely in accordance with all applicable Environmental, Safety and Health Requirements. See Special Provisions – On-Site.

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

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

SECTION D – PACKAGING, MARKING, AND TRANSPORTATION INSTRUCTIONS

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SECTION E – INSPECTION, ACCEPTANCE, AND QUALITY ASSURANCE REQUIREMENTS

8.0 Inspection, Acceptance, and Quality Assurance Requirements

8.1 DOE Inspection and Acceptance

(a) The Government, through any authorized representatives, has the right at all reasonable times, to inspect, conduct oversight, evaluate, or otherwise assess the work (including construction work) performed or being performed hereunder and the premises in which it is being performed. If any inspection, oversight, or evaluation is made by the Government on the premises of the Contractor or a Subcontractor, the Contractor shall provide and shall require the Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

(b) Government inspection, oversight, evaluation, and other assessments of Contractor-performed work are for the sole benefit of the Government, and do not:

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work.

(c) The presence or absence of a Government representative, performing inspection, oversight, evaluation or assessment does not relieve the Contractor from any contract requirement, and does not change any term or condition of the specification.

(d) For construction work:

(1) "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(2) Acceptance of construction work shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(e) Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any authorized representative, as designated in writing by the Contracting Officer.

SECTION F – DELIVERIES OR PERFORMANCE

9.0 Deliveries or Performance

9.1 Option to Extend the Term of the Subcontract

Click here to enter Prime Contract Name may exercise its option to acquire the optional services prior to the expiration of this Subcontract. HMIS shall issue a written notice of its intent to exercise the option thirty (30) days prior to the option's effective date. The actual exercise of the option shall be formalized via a Subcontract modification.

This Subcontract includes the option(s) to extend the term identified herein. The total period of performance of the Subcontract includes the base period plus the optional period(s) exercised by HMIS. HMIS will exercise the option(s) by providing written notice to the Subcontractor prior to expiration of the current effective period.

Option 1 – April 16, 2022 to April 15, 2023
Option 2 - April 16, 2023 to April 15, 2024
Option 3 - April 16, 2024 to April 15, 2025
Option 4 - April 16, 2025 to April 15, 2026

SECTION G – SUBCONTRACT ADMINISTRATION

10.0 Subcontract Administration

10.1 Electronic Mail Capability

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.

10.2 Foreign Nationals

Subcontractor has foreign national (non-US citizen) personnel performing and supporting tasks associated under this subcontract. Foreign national personnel performing work under this contract must have an approved form, A-6001-978, *Project Hanford Foreign National Visit/Assignment Request* on file with HMIS prior to commencement of the work. HMIS relies upon the Subcontractor's current representation and requires continual compliance with all requirements of the Unclassified Visits and Assignments by Foreign Nationals procedures. Should the Subcontractor have a change in their foreign national personnel during the Subcontract period of performance, the Subcontractor shall notify the cognizant Contract Specialist.

10.3 Closeout Certification

Subcontractor shall properly execute and mail to the Buyer a final release, in a format acceptable to the Buyer, within thirty (30) 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.

10.4 Estimated Billing

It is mandatory for continued acceptable performance that the Subcontractor provides monthly, to HMIS Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the Subcontract through the current calendar month end. This information must be provided through HMIS VendReg database located at: https://www5.hanford.gov/vendreg/ by the 15th of each month. This data must be provided for each Subcontract release until all payments are received and the Subcontract is complete.

SECTION H – SPECIAL SUBCONTRACT REQUIREMENT

11.0 Special Subcontract Requirement

Following, is a list of the special subcontract requirements that HMIS expects.

11.1 Negotiated Exceptions to General Provision

The following exceptions/changes to the General Provisions or Special Provisions are agreed to and incorporated into the Subcontract: Click here to enter subcontract number.

11.2 Facility Closure Notice – Holiday and Work Schedules

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 HMIS 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.

11.3 Inspection of Services

Definitions. "Services," as used in this clause, includes services performed and when applicable, materials furnished or utilized in the performance of services.

1. Subcontractor may be required to 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.
2. 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.
3. 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 sub-tier 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.
4. If any of the services provided by Subcontractor do not conform to its requirements, the Buyer may require Subcontractor to perform the services again in conformity with Subcontract requirements at no additional fee if a fee is payable under other provisions of this Subcontract. 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 any fee payable under this Subcontract to reflect the reduced value of the services performed.
5. 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 reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate this Subcontract for default in accordance with the clause entitled "Termination for Default" of the General Provisions of this Subcontract.

11.4 Work Hours Reporting

Subcontractor shall provide, by the last working day of each month, the total number of hours Subcontractor personnel performed work on the Hanford Site or government owned/controlled facility by Subcontract and Release number. This data shall be sent electronically via an e-mail to HMISCLH@rl.gov.

11.5 Requirement for Lower Tier Subcontracting

Outlined are the requirements for lower tier subcontracting.

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 HMIS Special Provisions – On Site Services, as well as any other technical and ES&H or quality standard/procedure from the HMIS 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.

11.6 Non-Disclosure Agreement for Company Subcontractors

This Subcontract is subject to the Third-Party Nondisclosure Agreement (Hanford Site Form A-6004-037). Upon request, the Subcontractor shall complete the form and submit it to the designated Contract Specialist.

11.7 Non-Disclosure and Intellectual Property Agreement for Individual Subcontractors

This Subcontract is subject to the provisions of the *Non-Disclosure Agreement (NDA) (Hanford Site Form A-6006-597)* and *Intellectual Property (IP) Agreement (Hanford Site Form A-6006-855)*. 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.

11.8 Limitation of Liability – Services

Carefully consider the following list of HMIS services limitation of liability.

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.
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.

SECTION I – SUBCONTRACT CLAUSES

12.0 Subcontract Clauses

12.1 Representations and Certifications

HMIS, relies upon Subcontractor's current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

The Subcontractor certifies that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted are current and accurate;
3. 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;
4. All Subcontractor employees who may work on HMIS premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Subcontractor agrees to the testing of assigned employees under HMIS program for controlled substances;
5. Subcontractor's information in the HMIS registration system is current (no more than 12 months old); and
6. Subcontractor will update its representations and certifications in SAM on an annual basis.

12.2 Notification of Changes in Size and Status

Subcontractor shall immediately notify Buyer of any change in its small business size and/or socioeconomic status, including but not limited to qualification for the NAICS code applicable to this procurement and/or status as a Disadvantaged, Women Owned, Veteran Owned, Service Disabled Veteran Owned, and/or HUBZone small business.

Upon learning that any information contained in Subcontractor's written representations and certifications; information in the SAM database, including representation and certification information; supporting or explanatory statements and/or documentation; and/or vendor registration information is incorrect, incomplete, or has changed, Subcontractor shall immediately notify Buyer and provide updated or corrected information and a statement of the reason(s) for the update, correction, or change.

Subcontractor shall indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Subcontractor's failure to comply with Subcontractor's approved Small Business Subcontracting Plan, if applicable; submit required reports or information thereunder; or promptly provide to Buyer any requested information and/or documents described in the preceding paragraph.

12.3 Service Contract Act Wage Determinations

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA). In accordance with the SCA, the Subcontractor shall pay service employees, employed in the performance of this

Subcontract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

The applicable Wage Determination for this Subcontract can be found in the List of Subcontract Attachments section. During the term of this Subcontract, HMIS may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

12.4 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple year and Option Contracts) (FAR 52.222-43, May 2014)

a) This clause applies to both Subcontracts subject to area prevailing wage determinations and Subcontracts subject to collective bargaining agreements.

b) The Subcontractor warrants that the prices in this Subcontract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract. If no such determination has been made applicable to this Subcontract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract.

d) The Subcontract price, Subcontract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Subcontractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Subcontractor as a result of:

1) The Department of Labor wage determination applicable on the anniversary date of the multiple year Subcontract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Subcontractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the SUBCONTRACTOR voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

2) An increased or decreased wage determination otherwise applied to the Subcontract by operation of law; or

3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this Subcontract, affects the minimum wage, and Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the

accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

e) HMIS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by HMIS. The Subcontractor shall promptly notify HMIS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, which HMIS may reasonably require. Upon agreement of the parties, the Subcontract price, Subcontract unit price labor rates, or fixed hourly rates shall be modified in writing. The SUBCONTRACTOR shall continue performance pending agreement on or determination of any such adjustment and its effective date.

f) HMIS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by HMIS. The Subcontractor shall promptly notify HMIS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, which HMIS may reasonably require. Upon agreement of the parties, the Subcontract price, Subcontract unit price labor rates, or fixed hourly rates shall be modified in writing. The SUBCONTRACTOR shall continue performance pending agreement on or determination of any such adjustment and its effective date.

g) HMIS or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the SUBCONTRACTOR until the expiration of 3 years after final payment under the Subcontract.

SECTION J – ATTACHMENTS

13.0 Subcontract Attachments

13.1 List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. Subcontractor is responsible for downloading and complying with the applicable revision as identified below.

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

Attachment No.	Title	Revision	Date
1	Statement of Work	0	02/03/2021
2	Labor Hour Proposal Breakdown	0	N/A
3	General Provisions - T&M/LHC	2	02/21/2021
4	On-Site Work Provisions	01	02/22/2021
5	Service Contract Act Wage Determination WD 2015-5527	11	12/21/2020

UNLESS THE BOX BELOW IS CHECKED, The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this subcontract. This signature represents certification that all submissions (including electronic) associated with this subcontract award are accurate, current and complete.

☐ If checked, Subcontractor signature not required

Authorizing Signatures:

Subcontractor		Hanford Mission Integration Solutions	
Name	Date	Name	Date
Title Phone:		Title Phone:	