



**Department of Energy**  
Richland Operations Office  
P.O. Box 550  
Richland, Washington 99352

Certified Mail

April 26, 2016

Ms. Gayle Cooper  
(home address has been deleted)

Dear Ms. Cooper:

**FREEDOM OF INFORMATION ACT REQUEST (FOI 2016-00563)**

This letter is in response to the electronic *Freedom of Information Act* (FOIA) request you submitted to this office. Your request was received by this office on February 29, 2016. In your request you asked for copies of the Request for Proposal (RFP) for the contract awarded to BNF Technologies for the Records and Information Management (RIM) and Records Holding (RHA) scope of work and any signed and related correspondence.

In the electronic mail message you clarified your request and requested the following:

1. "The Request for Proposal that was sent to potential suppliers."
2. "The Proposal Submitted in response to the RFP by BNF Technologies."
3. "Any documents from DOE that pertains to the substance of the RFP or the Proposal Submitted by BNF Technologies."

Your request was assigned to the U.S. Department of Energy, Richland Operations Office (RL) Procurement Division and Mission Support Alliance, LLC, to conduct a search for responsive documents.

In response to Item 1, enclosed are copies of the following documents: 1) "Request for Proposal (RFP) MSA Content and Records Management Support Services RFP Number MSA-ALJCR0120, Revision 0, dated January 21, 2015." 2) "Request for Proposal (RFP) MSA Content and Records Management Support Services RFP Number MSA-ALJCR0120, Revision 1, dated March 5, 2015."

In response to Item 2, under the provisions of the FOIA, documents held in government files will be disclosed to the public upon request, with nine specific FOIA exemptions. One of the FOIA exemptions, Exemption 3, incorporates into the FOIA other laws that restrict the availability of information. To qualify under this exemption, a statute must require that information be withheld in such a manner as to leave no discretion to the agency. Under 41 U.S.C. § 253b(m)(1) (currently at 41 U.S.C. § 4702) proposals may not be made available to any person unless the proposal is set forth or incorporated in a contract entered into between the agency and the contractor that submitted the proposal. Because the proposal is not incorporated into the contract, your request for this item must be denied.

Additionally, the proposal is also exempt from disclosure pursuant to Exemption 4 of the FOIA. Exemption 4 was meant to protect the disclosure of confidential business information. If the document you are requesting was released, the public could gain insight into BNF Technologies' business practices and pricing strategies which are unique to them and have been developed at their expense. The result of such a release would place them at a competitive disadvantage by giving their competitors insight into how they do business.

In interpreting the FOIA, courts have held that information may be withheld if disclosure would be likely to impair the government's ability to obtain similar information in the future. If the proposal was released, it would clearly impair the government's ability to obtain the most favorable terms in future procurements because companies would be less willing to risk disclosure of their information.

In response to Item 3, enclosed is a copy of RL Letter No. 16-PRO-0062, "Contract No. DE-AC06-09RL14728-Mission Support Alliance, LLC (MSA) Request for Contracting Officer (CO) Consent to Subcontract-MSA Content and Records Management Support Services-Revised" dated February 4, 2016.

We have conducted a thorough search and no other records responsive to your request were located. This search was conducted by those within the agency who are most familiar with the subject matter of your request, in locations where documents would most likely be found.

This satisfies the standard set forth by the Attorney General by Memorandum on March 19, 2009, that the agency is justified in not releasing material if it reasonably foresees that disclosure would harm an interest protected by one of the statutory exemptions or disclosure is prohibited by law. This also satisfies DOE's regulation at Title 10, Code of Federal Regulations (CFR), Section 1004.1, to make records available which it is authorized to withhold under 5 U.S.C. 552 when it determines that such disclosure is in the public interest. Accordingly, we will not make discretionary disclosure of this information.

The undersigned individual is responsible for this determination. You have the right to appeal to the Office of Hearings and Appeals, as provided in 10 CFR 1004.8. Your appeal shall be filed within 30 days after receipt of this letter. You may submit your appeal by e-mail to [OHA.filings@hq.doe.gov](mailto:OHA.filings@hq.doe.gov), including the phrase "Freedom of Information Appeal" in the subject line. Alternatively, any such appeal may be made in writing to the following address:

U.S. Department of Energy  
Director, Office of Hearings and Appeals (HG-1)  
L'Enfant Plaza Building  
1000 Independence Avenue SW  
Washington, D.C. 20585-1615



Ms. Gayle Cooper

-3-

April 26, 2016

As previously indicated to you in our letter dated March 1, 2016, your request fits into a fee category that entitles you to 2 hours of search time and 100 pages of photocopies at no charge, as provided by the FOIA. Costs associated with your request are as follows:

|  |                |
|--|----------------|
| Search time – 2 hours @ \$47.16/hour     | \$ 0.00        |
| Reproduction – 621 pages @ \$.05/page    | 26.05          |
| (100 pages provided to you at no charge) | 0.00           |
| <b>Total</b>                             | <b>\$26.05</b> |

Your check should be made payable to the U.S. Department of Energy and forwarded to my attention at the following address: DOE RL, P.O. Box 550, Richland, Washington, 99352.

If you have any questions regarding your request, please contact me at our address above or (509) 376-6288.

Sincerely,

-Original Signed by-

Dorothy Riehle  
Freedom of Information Act Officer  
Office of Communications  
and External Affairs

OCE:DCR

Enclosures

ITEM 1

Request for Proposal (RFP)  
MSA Content and Records Management  
Support Services

RFP Number: MSA-ALJCR0120

Revision: 0

Dated: January 21, 2015

|  |                             |
|--|-----------------------------|
| <b>OFFICIAL USE ONLY</b>   |                             |
| <del>May be exempt from public release under the Freedom of Information Act (5 U.S.C. 552), exemption number and category: 3, Commercial/Proprietary</del> |                             |
| <del>Department of Energy review required before public release</del>  |                             |
| Name/Org: <u>E.C. Mair</u>   | Date: <u>April 23, 2025</u> |
| Guidance (if applicable): <u>N/A</u>   |                             |

|                                      |                  |
|--------------------------------------|------------------|
| <b>DOES NOT CONTAIN</b>              |                  |
| <b>OFFICIAL USE ONLY INFORMATION</b> |                  |
| <u>AL FOIA Officer</u>               |                  |
| <u>3/22/2015</u>                     | <u>3/22/2015</u> |

~~Official Use Only~~

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Mission Support Alliance  
Post Office Box 650  
Richland, Washington 99352



January 21, 2015

MSA-ALJCR0120

**SUBJECT: DEPARTMENT OF ENERGY PRIME CONTRACT NO. DE-AC06-09RL14728, REQUEST FOR PROPOSAL (RFP), MSA CONTENT AND RECORDS MANAGEMENT SERVICES, RFP NUMBER: ALJCR0120**

Dear Offeror:

Mission Support Alliance, LLC. (MSA) invites you to submit a proposal to support MSA Content and Records Management Support Services.

Proposal submittals must be in accordance with the Proposal Documents listed below, which are attached for your use:

1. Notification of Intent to Bid
2. Instructions to Offerors, Rev. 0, dated 01/21/2015
3. Sample Subcontract, Rev. 0, dated 01/21/2015

Any prospective Offeror desiring an explanation or interpretation of the Request for Proposal, drawings, specifications, etc., must submit questions in writing to the assigned Contract Specialist no later than **4:00 PM PST on February 19, 2015**. Responses will be provided to all Offerors. Responses, clarifications or information received from any party not identified in this cover letter should not be considered official and will not be binding on MSA. The Contract Specialist or the Alternate Contract Specialist are the only authorized representatives for this Solicitation. Any requests for information, clarifications, questions, or other communication concerning this Solicitation or the work as described herein, made to anyone other than the Contract Specialist or Alternate Contract Specialist may constitute rejection of your proposal.

MSA has determined that North American Industry Classification System (NAICS) Code **541611** applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is **\$15 Million**. 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 Request for Proposal.

MSA intends on awarding a Subcontract as a result of this Solicitation to the responsible Offeror whose proposal, conforming to the Solicitation, will be most advantageous to MSA and the Government, taking into consideration cost or price and other factors identified elsewhere in this Request for Proposal. This includes Small Business Set Aside and Pricing Preference as further described in Section 16 of Instructions to Offerors.

~~Official Use Only~~

MSA contemplates the award of a multiple line item Subcontract that may include Cost Reimbursable, Fixed Price, Fixed Unit Rate and Time and Material components, all in accordance with the requirements and conditions set forth or incorporated by reference in this RFP.

This RFP is issued by:

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

Contract Specialist:  
Amy Justice  
H7-08  
(509) 376-9129  
[Amy\\_L\\_Justice@rl.gov](mailto:Amy_L_Justice@rl.gov)

Alternate Contract Specialist:  
Brian Mair  
H7-08  
(509) 376-4692  
[Brian\\_C\\_Mair@rl.gov](mailto:Brian_C_Mair@rl.gov)

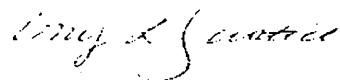
Offeror's proposal is to be submitted to the above address and in accordance with the Instructions to Offerors no later than **4:00 PM PST on March 18, 2015**. Partial or incomplete proposals may not be considered. Proposals received later than the date and time listed above or not in compliance with the Instructions to Offerors may be rejected.

The anticipated start date of Transition is **August 1, 2015**.  
The anticipated award date is **October 1, 2015**.

Please advise MSA of your planned response to this RFP and designate your representative(s) to whom correspondence and amendments are to be sent by completing and returning the attached "Notification of Intent to Bid" by **4:00 PM PST on January 26, 2015**. If you choose not to bid, please return all documents to the undersigned.

If you have questions or need additional information concerning this invitation, please contact the undersigned by telephone at (509) 376-9129 or by e-mail at [Amy\\_L\\_Justice@rl.gov](mailto:Amy_L_Justice@rl.gov).

Sincerely,



Amy Justice  
Contract Specialist

Attachment

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Attachment 1

Notification  
of Intent  
to Bid





Mission Support Alliance  
Post Office Box 650  
Richland, Washington 99352

## Notice of Intent to Bid

This is to declare that the undersigned intends to respond to Mission Support Alliance, LLC (MSA):

**Request for Proposal, Hanford Content and Records Management Services  
(RFP No. ALJCR0120)**

**Company** \_\_\_\_\_  
(legal entity of intended signatory to a contract)

**Mailing Address/Phone/Fax/Email** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Structure of bid:** Single Company \_\_\_\_\_ or Teaming \_\_\_\_\_ or Joint Venture \_\_\_\_\_

**If a Teaming Arrangement, indicate the name of the Prime Contractor and the names of the teaming partners:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Mission Support Alliance Affiliate Certification

☐ Bidder **does not** have an affiliate relationship (whether by ownership, joint venture or other association) with Mission Support Alliance or any Mission Support Alliance affiliate;

☐ Bidder **does** have an affiliate relationship (whether by ownership, joint venture or other association) with Mission Support Alliance and understand that any resultant award will be subject to the submission of an Organizational Conflict of Interest Mitigation Plan

**Authorized Signature and Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

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Instructions to OFFERORS  
Revision 0  
Dated January 21, 2015



**MISSION SUPPORT ALLIANCE, LLC.**

**INSTRUCTION TO OFFERORS**

**RFP Number ALJCR0120**

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## INSTRUCTIONS TO OFFERORS

### 1. DEFINITIONS

The term "Subcontract Documents" denotes all proposal documents, including the Request for Proposal (RFP) Letter. "OWNER" is defined as the United States Department of Energy and "CONTRACTOR" is defined as Mission Support Alliance also "MSA" and "OFFEROR" is defined as the organization submitting the proposal.

### 2. PREPARATION AND SUBMISSION OF PROPOSALS

OFFEROR shall provide a straightforward and concise presentation of the information requested in the RFP. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations which are neither required nor desired by the CONTRACTOR.

Unless specified otherwise in the RFP, the following documents make up a **complete** proposal package (further descriptions of documents are listed in subsequent paragraphs):

1. A completed RFP.
2. A completed "Subcontracting Plan" if applicable
3. A completed "Acquired Property and Material Estimate," if applicable
4. A completed "Foreign Ownership, Control, or Influence Certification"
5. A completed "Organization Conflicts of Interest Representation and Disclosure form"
6. A list of technical and administrative exceptions, where applicable.
7. Identification of Proprietary Data, if applicable.
8. Technical Proposals shall address all elements from the Statement of Work and the price proposal shall include all technical and price elements.

All exceptions to and deviations from the RFP documents shall be noted only on forms titled "EXCEPTIONS AND DEVIATIONS". The OFFEROR shall insert the necessary information in all blanks on the RFP, and any interlineations, alterations, or erasures shall be formally explained, initialed and dated by the OFFEROR. Failure to comply with these requirements may be cause for rejection of the proposal.

Partial or incomplete Proposals will not be considered. Proposals shall be in strict conformity with the Subcontract Documents and any Amendments.

It is the responsibility solely of the OFFEROR to see that its proposal is submitted by the date and time stated in the cover letter. Any proposal received after the stated due date will be rejected.

Each proposal shall show the full legal name and business address of the OFFEROR, including its street address if it differs from its mailing address, and shall be signed with the usual signature of the person or persons authorized to bind the OFFEROR, and shall be dated. Proposals by a partnership or joint venture shall be signed by an authorized representative of each joint venture partner and list the full names and addresses of all partners or joint ventures. Partnerships and joint ventures are subject to CONTRACTOR approval. The place of incorporation of OFFEROR shall be stated in the proposal. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested, satisfactory evidence of the authority of any signature on behalf of the OFFEROR shall be furnished.

The preparation of a proposal shall be by and at the expense of the OFFEROR.

### **3. EXAMINATION OF SUBCONTRACT DOCUMENTS AND EXPLANATION TO OFFERORS**

Any OFFEROR planning to submit a proposal is responsible for examining with appropriate care the complete Subcontract Documents and all Amendments and is also responsible for staying informed of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the OFFEROR, and no relief can be given for errors or omissions by the OFFEROR. Should the OFFEROR find discrepancies in or omissions from the Subcontract Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the proposal documents, the OFFEROR shall promptly notify CONTRACTOR in writing. The OFFEROR making such request will be solely responsible for its timely receipt by CONTRACTOR. Replies to such notices may be made in the form of Amendment to the proposal documents which will be issued simultaneously to all OFFERORS who have obtained the Subcontract Documents from CONTRACTOR.

Any prospective OFFEROR desiring an explanation or interpretation of the RFP, drawings, specifications, etc., must submit questions in writing to CONTRACTOR no later than the date specified in the cover letter. No oral inquiries will be accepted and no verbal responses will be considered official. Questions may be submitted via e-mail to the Contract Specialist identified in the cover letter. Oral explanations or instructions given before the award of the Subcontract will not be binding on CONTRACTOR. Any information given to a prospective OFFEROR concerning this RFP will be furnished promptly to all other prospective OFFERORS as an Amendment to the RFP, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective OFFERORS.

### **4. EXAMINATION OF SPECIFICATIONS NOT ATTACHED TO THIS RFP**

Specifications, standards, regulations, orders, etc., cited by reference in this RFP may not be available for distribution. CONTRACTOR will make every attempt to have these available at the pre-proposal conference, if such conference is held for review by prospective OFFEROR'S. Following the pre-proposal conference, if used, OFFEROR'S may examine these documents at CONTRACTOR'S office by submission of a written request to the Contract Specialist identified in the cover letter.

The request should identify the RFP number and the specification, etc., requested by date, title, and number, as cited in the RFP.

Standards that are not available to OFFERORS from CONTRACTOR sources may be obtained from the organization responsible for their preparation, maintenance, or publication.

### **5. SITE LOCATION, INSPECTION AND CONDITIONS**

The Work shall be performed at the Hanford Reservation, located approximately twenty road-miles northwest of Richland, Washington or in offices located in Richland, Washington as well as other locations associated with the Hanford Reservation in and around Richland, WA.

In addition to examination of the Subcontract Documents, each prospective OFFEROR shall make whatever other arrangements necessary to become fully informed regarding all existing and expected conditions, site security, health and safety, permit training requirements, and any matters that might in any way affect the cost or the performance of the Work. A one (1) day site visit is scheduled for this purpose (see "Pre-Proposal Conference" provision below). Any failure to fully investigate the Site or the foregoing conditions shall not relieve the OFFEROR from responsibility for estimating properly the difficulty or cost of successfully performing any work.

### **6. PRE-PROPOSAL CONFERENCE**

A Bidder's conference will be held at 7:15 AM PST on February 4, 2015 in Richland WA at Volpentest Hammer Training Facility located at 2890 Horn Rapids Road, Richland, WA 99354. A tour of the Records Holding Area facility will take place in the morning with a question and answer (Q&A) session to be held in the afternoon. Questions should be submitted for the Q&A session by 4:00 PM PST on January 26<sup>th</sup>. Bidders shall submit the full name of each individual who will attend the site tour.

A maximum of three (3) individuals from each Bidder will be allowed to attend the Bidder's conference and tour. The tour will be by bus. All individuals will be in the same vehicle and no RFP questions will be answered during the tour. A Tour Guide and members of the RFP team will be on the tour to point out areas of importance. Foreign Nationals will not be

allowed access to either the tour or the Q&A session. Individuals attending the site tour will be issued site visitor badges and will be required to present two forms of government issued photo identification to badging.

All questions and answers will be logged and written responses provided to all bidders by the MSA Contract Specialist as soon as possible after the Pre-Proposal Conference.

#### **7. LATE PROPOSALS, MODIFICATIONS, OR WITHDRAWAL OF PROPOSALS**

- A. Any proposal received after the date specified for receipt will not be considered unless it is the only proposal received. In the event only one proposal is received, the CONTRACTOR will make a determination as to whether a re-procurement is in the best interest of the GOVERNMENT or if the single proposal will be accepted for evaluation.
- B. Any modification of a proposal, except a modification resulting from CONTRACTOR'S request for "best and final" offer, received after the date specified in the request but before award is subject to review and may not be considered.
- C. A modification resulting from CONTRACTOR'S request for "best and final" offer received after the date specified in the request will not be considered.
- D. Proposals may be withdrawn by written notice provided the request is received at any time prior to award. Proposals may be withdrawn in person by an OFFEROR or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before the proposal due date and time.

#### **8. INSURANCE CERTIFICATES**

The successful OFFEROR shall deliver to CONTRACTOR prior to commencing work, satisfactory evidence of insurance coverage as required by the Terms and Conditions associated within this RFP.

#### **9. FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CERTIFICATION**

This Subcontract will require (1) access to classified matter and/or; (2) access to where Special Nuclear Material is stored and/or; (3) responsibilities for safeguarding \$5M+ of government property; and/or (4) unescorted access to a limited/protected area, therefore a FOCI determination will be required in order to grant a security clearance for this subcontract.

The OFFEROR shall complete the attached FOCI Certification form. The completed FOCI certification shall be returned as part of the proposal and shall become part of the Subcontract.

A favorable FOCI Determination must be rendered on prospective Subcontractors and, if applicable, its parent company, prior to the Contractor granting a facility clearance and awarding a Subcontract requiring access authorizations. While the Contractor may conduct a preliminary review of the FOCI submissions from firms in the competitive range in the procurement process, a FOCI Determination is only rendered for the successful OFFEROR.

The Subcontract award may be delayed until a satisfactory FOCI determination is received from the Department of Energy. The successful OFFEROR is then granted a facility clearance. The Subcontractor must resubmit a FOCI package once every five years or submit changes sooner if significant changes in ownership, control, or influence occur.

#### **10. PENALTY OF MAKING FALSE STATEMENT**

The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

#### **11. AMENDMENT TO RFP**

If this RFP is amended, it will be done so in writing issued specifically by the Contract Specialist identified in the cover letter. All terms and conditions which are not modified in writing remain unchanged.

OFFEROR'S shall acknowledge receipt of any Amendment to this RFP by responding to the e-mail from CONTRACTOR. The OFFEROR must also acknowledge receipt of all Amendments on the "Proposal Response" form.



## **12. UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids beyond those that are sufficient to present a complete and effective proposal or is not included in or intended to be used by the OFFEROR in the execution of award of this RFP are neither required nor desired by the CONTRACTOR and may be construed as an indication of the OFFEROR'S lack of cost consciousness.

## **13. DISCLOSURE OF PROPOSAL DATA**

OFFERORS who include in their proposals data which they do not want disclosed to the public for any purpose or used by CONTRACTOR except for evaluation purposes shall -

A. Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside CONTRACTOR'S organization and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheet)", and

B. Mark each sheet of data they wish to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

If, however, a Subcontract is awarded to this OFFEROR as a result of - or in connection with - the submission of this data, CONTRACTOR shall have the right to duplicate, use or disclose the data to the extent provided in the resulting Subcontract. This restriction does not limit CONTRACTOR'S rights to use information obtained in this data if it is obtained from another source without restriction.

## **14. NOTICE TO UNSUCCESSFUL OFFERORS**

For subcontracts exceeding \$150,000.00, CONTRACTOR will provide prompt, written notice to OFFERORS who are not selected for award. This notice will not disclose pricing information. In those instances where award is based on factors other than price, OFFERORS may submit a written request for individual debriefings. These requests must be received by CONTRACTOR within five (5) working days of the date of CONTRACTOR'S notice regarding non-selection.

## **15. OFFEROR'S DISPOSITION OF DOCUMENTS**

All paper or electronic copies of RFP documents are the property of CONTRACTOR and shall be destroyed or deleted by the unsuccessful OFFEROR.

## **16. SMALL BUSINESS SET ASIDE AND PRICING PREFERENCE**

Proposals made under this RFP 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:
  - 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.

HUBZone Small Business Evaluation Preference: Offers will be evaluated by adding a factor of 10 percent to the price of all offers, with exception of:

- Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- Otherwise successful offers from small business concerns.

A factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the RFP shall be applied before application of the factor.

When the two highest rated OFFEROR'S are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

## **17. BASIS OF AWARD**

CONTRACTOR intends to award a Subcontract resulting from this RFP to the responsive and responsible OFFEROR whose proposal, conforming to the RFP, will be most advantageous to CONTRACTOR, considering cost or price, required set asides, and other factors identified elsewhere in this RFP.

- A. CONTRACTOR contemplates award of a Subcontract of a type identified in the request and in accordance with the requirements and conditions set forth or incorporated herein.
- B. Proposals for other than the total Work defined herein will be considered non-responsive and will be rejected. Award will not be made to any OFFEROR who has not been responsive to all instructions, certifications, and representations indicated in this RFP, or cannot satisfactorily demonstrate within its proposal the ability to perform all Subcontract requirements.
- C. CONTRACTOR may (i) reject any or all proposals if such action is in the best interest of CONTRACTOR or GOVERNMENT, (ii) accept other than the lowest price proposal, and (iii) waive informalities and minor irregularities in proposals received.
- D. CONTRACTOR intends to evaluate proposals and award a Subcontract without discussions with OFFERORS. Therefore, each initial proposal should contain the OFFEROR'S best terms from a cost or price and technical standpoint. However, CONTRACTOR reserves the right to conduct discussions if later determined by CONTRACTOR'S authorized representative to be necessary.
- E. The OFFEROR agrees, if its Proposal is accepted within one hundred eighty (180) calendar days from the proposal due date, to furnish any or all items at its proposed price or price as agreed between the parties through final negotiation, hereby "Set Price" at the designated point(s) within the time specified in the schedule.

- F. The failure of any OFFEROR, to whom the Subcontract is offered, to properly execute and return to CONTRACTOR the Subcontract, together with the Certificates of Insurance, within the time specified in the Subcontract Documents, will cause CONTRACTOR and/or GOVERNMENT to suffer damage, the amount of which is difficult, if not impossible to ascertain, and CONTRACTOR or GOVERNMENT shall therefore be entitled to remedies at law and to declare a breach of Subcontract by such OFFEROR, to award the Subcontract to another OFFEROR in accordance with the provisions of the Subcontract Documents, and to declare a forfeiture of the OFFEROR'S proposal security, if any.
- G. Neither financial data submitted with a proposal, nor representations concerning facilities or financing, will form a part of the resulting Subcontract. However, if the resulting Subcontract contains a clause providing for price reduction for defective cost or pricing data, the Subcontract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- H. CONTRACTOR may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to CONTRACTOR, even though it may be the lowest evaluated proposal.
- I. Award of the resultant Subcontract may be contingent on submission and approval of a "Small Business, Subcontracting Plan" in accordance with General Provisions. If one is required, no award shall be made prior to CONTRACTOR approval of SUBCONTRACTOR'S Subcontracting Plan.
- J. Award shall not be made to any OFFEROR who does not meet all minimum commercial and technical requirements of the RFP or cannot satisfactorily demonstrate within its proposal the ability to perform all Subcontract requirements.
- K. CONTRACTOR may accept any item or combination of items, or split award unless doing so is precluded by a restrictive limitation in the RFP or the proposal.
- L. A written award or acceptance of proposal mailed, e-mailed or otherwise furnished to the successful OFFEROR within the time for acceptance specified in the proposal (one hundred eighty (180) calendar days unless otherwise specified in the RFP) shall result in a binding Subcontract without further action by either party. Before the proposal's specified expiration time, CONTRACTOR may accept a proposal (or part of a proposal, as provided in paragraph E above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of a proposal do not constitute a rejection or counteroffer by CONTRACTOR.
- M. Pricing: Other requirements, as specified in Exhibit A "Quantities and Pricing Data".
- N. Technical:
- 1) OFFEROR must have performed similar type work, be able to demonstrate and provide verification and/or documentation substantiating this experience by listing the projects for each year. Business references will be checked and verified for OFFEROR's past performance.
  - 2) Experience listed may be from combined experience of prime contractor, joint venture, companies, and lower tier subcontractors.
  - 3) OFFEROR shall submit resumes for all individuals proposed as key personnel showing all aspects of their professional and educational history with references. The Proposal shall tie the key personnel experience to the requirements set forth in the RFP. The CONTRACTOR reserves the right to interview any and all of the key personnel proposed by the OFFEROR prior to award. The interview will be considered as part of the technical evaluation of the OFFEROR.
  - 4) Other requirements, as specified in provision "Technical Proposal".

## **18. VENDOR REGISTRATION**

Once OFFEROR has been selected for award the OFFEROR shall register on the Hanford Vendor Registration website at <https://www5.hanford.gov/vendreg/>.

## **19. PRE-AWARD SURVEY**

If a proposal submitted in response to this RFP is favorably considered, a CONTRACTOR survey team may visit your facility to determine your ability to perform the work. The team may also evaluate your system for determining the financial and technical ability of any proposed lower-tier subcontractors or suppliers. Any equipment to be used in performance of the proposed Subcontract is also subject to inspection and approval.

## **20. SUBMISSION OF PROPOSALS**

Proposals shall be submitted as indicated in the proposal invitation letter and in the format prescribed by this RFP. Proposal documents, which require OFFEROR signatures, should be signed and saved in PDF, or similar, format to be returned to CONTRACTOR.

- A. Specific documentation requested by CONTRACTOR must be submitted within the time specified unless otherwise specified by CONTRACTOR at no expense to CONTRACTOR.
- B. Receipt of proposals: proposals must be received by the time identified in the cover letter. Proposals must be submitted in accordance with the proposal instructions. Partial or incomplete proposals will not be considered. Proposals not submitted in accordance with these instructions or received later than the date listed in the cover letter will be rejected as noted in 7.A. Proposals submitted will not be returned to the OFFEROR.
- C. Compliance with specifications and other requirements of this RFP is essential. Unless otherwise indicated by OFFEROR, his/her signature on his/her proposal shall indicate unqualified acceptance of all requirements including all the terms and conditions of the Subcontract, stated and referenced by this RFP. If there are any doubts to any sections as stated herein, OFFERORS should request clarification from CONTRACTOR in writing.
- D. If there are any exceptions to the requirements of the RFP, the price offered should be based on the RFP's requirements and the exception(s) priced as alternates. Compliance with the terms of this RFP is required before any alternate proposals will be considered. If OFFEROR'S proposal is based only on the proposed exceptions, the OFFEROR understands that this will be grounds for a determination by the CONTRACTOR that such proposal is considered non-responsive.

## **21. PROPOSAL**

OFFERORS shall submit their proposals in two volumes; Volume I shall be the **PRICING VOLUME**, Volume 2 shall be the **TECHNICAL VOLUME**. OFFEROR'S must use the "Proposal Forms" included as attachments to Exhibit "A", Quantities and Pricing" for submitting its proposal. The contents of each volume are identified in the following paragraphs. Failure to disclose and/or provide the required information may result in the OFFEROR'S proposal being determined non-responsive.

- A. **Maximum Page Limitations** - The Transmittal Letter shall be limited to one (1) page and is not considered as part of Volumes I or II. There is no page limitation for the Price Proposal (Volume I). The Technical and Management Proposal (Volume II) shall not exceed twenty-five (25) pages overall. An Executive Summary or Overview of Volume II may be provided in Volume II and shall be included in the twenty-five (25) page limitation. All font shall be Times New Roman and are limited to (i) headings shall be no more than size 14 font; (ii) the document body shall be size 12 font; and (iii) all tables shall be size 8 font. The following are excluded from the overall page count limitation:
  - 1) Listing of Key Personnel, the Resume information (three (3) page limitation except for the top subcontractor official, Program Manager, and Project Manager which is limited to five (5) pages) and letters of commitment;
  - 2) Past Performance Forms;
- B. **Page Formatting and Restrictions**. The following page formatting and restrictions shall apply:
  - 1) Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom, and each side.
  - 2) Foldouts of charts, tables, diagrams, or drawings shall not exceed 11 x 17 inches, if used, and will count as two pages.

Page counting will begin with the first page and continue up to the page limitation. Paper printed on both sides is counted as two pages. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference (including any information in Volume I or II) as a means to circumvent the page limitations.

**Volume I - Pricing Proposal** - See Exhibit "A" titled Quantities and Pricing, The Pricing Volume is not page limited. Assemble Volume I in the following order:

**Form No.    Title**

**N/A:**        **Proposal Cover Sheet - Volume I - Pricing** - Identify the RFP number, proposal volume number, title, and the OFFEROR'S name.

**Form 6:**        **Proposal Response** - Identify the RFP number, Amendment Number, OFFEROR'S name, address, telephone number, fax number, and date.

**Exhibit A:**    **Schedule of Quantities and Prices** - Complete and submit the information as requested on the provided pricing sheets.

**N/A:**        **Representations and Certifications and Other Statements of OFFERORS** - The CONTRACTOR relies on the OFFERORS current Representations and Certifications within the System for Award Management (SAM) which can be found at [www.sam.gov](http://www.sam.gov). By submitting a proposal to CONTRACTOR in response to this RFP, the OFFEROR is certifying that the representation and certification information within SAM is still current. The successful OFFEROR shall update SAM on an annual basis.

**Form 1:**        **Organizational Conflicts of Interest Representation or Disclosure** - OFFEROR is to fill out and sign the Representation or the Disclosure section, which ever applies, but not both. In addition, if OFFEROR anticipates joint venturing with any other entity, this entity must also submit Organizational Conflict of Interest Representation or Disclosures. Failure to disclose this information may result in OFFEROR'S proposal no longer being considered for award.

**Form 2:**        **Financial Data** - An OFFEROR may be required to submit current financial statements (Income Statements, Balance Sheets, and Cash Flow) or consent to DCAA Audit review to determine adequate financial resources. CPA certification is preferred. In addition, if OFFEROR anticipates joint venturing with any other entity, this entity may also be required to submit financial statements. Failure to disclose this information may result in OFFEROR'S proposal no longer considered for award. OFFEROR and joint venture entity, if any, shall also submit Place of Business and financial statements (attachments are to be inserted behind this form).

**Form 4:**        **Exceptions and Deviations - Terms and Conditions** - Any exceptions and deviations to commercial terms of the RFP shall be identified on Form 4. OFFEROR shall then propose the alternate language.

**Volume II - Technical** - The Technical Volume is page limited. Evaluation will cease at the page limit. Assemble Volume II in the following order:

**Form No.    Title**

**N/A:**        **Proposal Cover Sheet - Volume II - Technical** - Identify the RFP number, proposal volume number, title, and the OFFEROR'S name.

**N/A:**        **Technical and Management Response - Limited to the maximum page and font size limitations as stated in Section 20.A - Shall be in the following format.**

**Executive Summary**

**Section 1: Technical Capability**

The OFFEROR shall describe its understanding of the Statement of Work (SOW) and capability to meet the RFP functional and technical requirements and objectives. This includes the OFFEROR'S ability to understand and manage large, diverse content and records management functions to performance requirements, and the OFFEROR'S proven capability to transition Government owned record management

systems and storage systems to a largely commercial enterprise. The OFFEROR should demonstrate their program/project management competency for large, diverse records management operations.

## **Section 2: Technical and Management/Business Approach**

The OFFEROR will describe their technical and management approach for meeting the RFP requirements. The OFFEROR'S approach and methods shall include:

- The OFFEROR'S technical approach for fulfilling the RFP technical requirements including their Transition Plan;
- The OFFEROR'S approach for successfully transitioning incumbent staff to a new organization;
- The OFFEROR'S proposed organizational structure for efficiency of operations and Statement of Work management;
- Feasibility of the OFFEROR'S proposed business management approach for meeting service requests, process improvement and cost reductions;
- The extent to which the approach optimizes commercial practices through service delivery, performance, and responsiveness;
- The process for effectively archiving records and moving physical records to electronic records;
- The OFFEROR'S approach for management of personally identifiable information without compromise of confidentiality;
- The OFFEROR'S methods for effectively and efficiently managing commercially oriented Usage Based Services, Task Orders, and staffing;
- The OFFEROR'S approach for executing work in accordance with a single integrated safety and quality assurance management system including demonstrated understanding of applicable DOE ESQ&H laws, regulations, and directives;
- The OFFEROR will explain the corporate office commitment to this contract and to MSA.

## **Section 3: Key Personnel**

The OFFEROR shall propose Key Personnel who possess a combination of relevant records management and project management experience essential to the successful accomplishment of the work being performed under the Subcontract. The OFFEROR shall provide written resumes for each of the Key Personnel by position. The proposed Key Personnel resumes shall address: education and records management experience, project management and Task Order management experience, demonstrated performance towards the RFP objectives, suitability to the proposed position, and technical and leadership capability.

By submission of each resume, the Key Person and OFFEROR authorize MSA to contact any references and previous employers to verify accuracy of information provided in the resume. The OFFEROR shall submit a signed and dated Letter of Commitment for each proposed key person which indicates their intention to accept employment at an agreed-upon salary and benefits package, to relocate as necessary, and remain in their proposed position for at least two years. It is preferred that proposed Key Personnel be United States citizens.

## **Section 4: Similar Experience and Past Performance**

The OFFEROR'S past performance information within the last five (5) years will be extracted from the OFFEROR'S completed and attached Past Performance Information Form. OFFEROR'S similar experience will be evaluated by focusing on its relevant work in association with work as described in the SOW. "OFFEROR" includes, in the case of a "Contractor team arrangement" (as defined in FAR 9.601) the

members of the OFFEROR'S team, and the parent organization(s) that has/have signed the Team Agreement(s).

The OFFEROR Past Performance will describe and include the following:

The OFFEROR'S experience on contracts similar in type, scope, complexity, duration, and risk will be evaluated. Experience should include demonstrated ability to meet customer commitments in a highly dynamic and demanding work environment.

The OFFEROR'S performance under existing and prior contracts regarding the quality of performance delivery in a timely manner for work consistent to the size, scope and complexity of the SOW. Descriptions will include schedule performance, budget performance, and customer satisfaction.

The OFFEROR'S ability to transition work scope similar in size and complexity, and meet customer commitments in a highly dynamic and demanding work environment.

The OFFEROR will provide MSA with customer contact information. Information regarding past and present performance may also be obtained by MSA from independent data.

#### **Section 5: IM/IT Innovation**

The OFFEROR will describe their ability to identify, offer and implement innovative solutions for improving records management operations at Hanford.

**Form 4: Exceptions and Deviations - Technical** - Any exceptions and deviations to technical requirements of the RFP shall be identified.

## **22. OPERATING LEVEL AGREEMENT**

- A. The resultant agreement will involve multiple Subcontractors coming together with specific responsibilities and scope requirements to perform as an integrated supplier of Content and Records Management Support services to Mission Support Alliance (MSA), the Department of Energy and other Prime Contractors performing work at the Hanford Reservation.
- B. Within the time period set forth in the Transition Period, the [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] (hereinafter referred to as Service Providers) for MSA shall enter into good faith negotiations to definitize into an Operating Level Agreement (the "Operating Level Agreement") to document the interrelationships and interfaces associated with interrelated work. The purpose, structure, proposed guidelines and enforcement methodology for the Operating Level Agreement are briefly described below. The Parties acknowledge the final Operating Level Agreement will be signed by all parties and incorporated into each of the definitized agreements and may be subject to amendment during the Term to add, remove or substitute terms or other Service Providers as parties thereto in the event such additional or substitute Service Providers assume responsibility for the performance of services or functions that impact or are impacted by the Designated Services.
- 1) Purpose: To describe and acknowledge the interfaces and interdependencies between the scopes of work and the points of demarcation with respect to the contractual obligations and codependent service performance objectives.
  - 2) Structure: the resultant agreement will be between multiple parties associated with the Hanford IT work at the Hanford Reservation.
  - 3) Proposed Guidelines: MSA will support the discussions and negotiations between the parties of the Operating Level Agreement and will act as the final arbitrator between the parties in the event of a dispute. The resultant Operating Level Agreement will not be the subject of any dispute with respect to additional costs, schedule or modified terms of any contract.
  - 4) Enforcement: The resultant agreement will be enforceable as a term of the resultant subcontract and subject to review as a term of any award fee evaluation.

## **23. TRANSITION PLAN**

### **Objective**

The OFFEROR shall provide a Transition Project Plan (TPP), as part of their base proposal for MSA review and evaluation. When executed the TPP shall result in the efficient transition of work scope and resources from the existing Mission Support Alliance (MSA) incumbent Content and Records Management services subcontract to the OFFEROR and do so within sixty (60) days from transition start date, with minimum disruption to systems, services and to the DOE mission.

### **Business Expectations**

The OFFEROR'S Transition Project Plan, as a severable component of their technical proposal, shall be suitable to serve as the scope of work for a separate Firm Fixed Price purchase order. The OFFEROR shall identify a Transition Manager who has full authority to manage transition.

The expectations is for the OFFEROR to secure local and suitable office space for their Transition Team and to lead and take full responsibility for the efficient and complete transition of responsibilities from the incumbent Content and Records Management services subcontractor to the OFFEROR. At a minimum, the OFFEROR shall schedule weekly transition status progress meetings through the Contract Specialist.

The Subcontractor's TPP efforts shall ensure all systems, services, workforce, resources and procedures are securely in place for the OFFEROR to begin base contract operations at the end of the transition period. This includes, but is not limited to the following expected outcomes:

- 1) The facilities necessary to support the OFFEROR'S staff are acquired and ready for operations;
- 2) Resources, facilities, and assets required to execute all work identified in the SOW are acquired and ready;
- 3) SOW scope elements are understood and staffing requirements and responsibilities have been assigned;
- 4) Ensure a comprehensive due diligence evaluation of all systems, services, facilities, assets, resources, policies, and procedures has been completed and potential risks are identified, understood, and mitigated where possible;
- 5) Business processes and performance metrics are established, understood, and ready;
- 6) A successful Readiness Review has been completed and formally presented to CONTRACTOR;
- 7) The OFFEROR is performing 100% of the work within forty-five (45) days after transition start date with minimal impact to site customers and to the DOE mission.

CONTRACTOR expects the OFFEROR'S Transition Manager and Key Personnel to be in Richland, Washington and prepared to begin to execute their TPP within five (5) days after the start of transition. The OFFEROR'S transition team will coordinate all transition activities and cooperate with CONTRACTOR, other CONTRACTOR Subcontractors and the other Hanford Site Prime Contractors during transition. The Transition Manager and Key Personnel are expected to be on-site during the entire transition period. At CONTRACTOR'S sole discretion, the Contract Specialist may direct a change in the transition period.

The OFFEROR is responsible for all costs and furnishings of their office space, computing and telephone equipment, including a Virtual Private Network (VPN) connection to the Hanford Network with sufficient bandwidth required to execute the SOW. The VPN connection will be used by the OFFEROR to access systems for; processing service requests; accessing systems; to provide end user training; and to resolve service issues. For this purpose, CONTRACTOR will provide a reasonable amount of Hanford Site hosted virtual desktops (via a VMWare client or zero client devices) and traditional Government Furnished Equipment (GFE) imaged workstations to the OFFEROR at no cost. A list of GFE equipment required by the OFFEROR will be delivered to CONTRACTOR within thirty (30) days of contract award (See Deliverables, this document).



## Scope

The OFFEROR shall submit a TPP for CONTRACTOR review and evaluation that identifies their approach and all the necessary transition activities, involved organizations, and an integrated transition schedule that identifies the activities of OFFEROR, the incumbent and, as appropriate, CONTRACTOR. The TPP shall identify how the OFFEROR will transition all work scope, secure the necessary workforce, acquire the facilities, and establish the business processes required to execute the SOW, including the Operating Level Agreement (OLA) identified in Section H.3, Operating Level Agreement. The TPP shall be sufficient to convince CONTRACTOR that all the responsibilities associated with the Statement of Work are addressed, understood, and will be ready for successful execution. The TPP shall include the following elements, at a minimum:

- Identify their Transition Manager, any Key Personnel and Transition Team Members, and their qualifications;
- Transition activities are identified using a Work Breakdown Structure format, clearly identifying dependencies and schedule;
- Transition team organization structure including a responsibility assignment matrix that aligns with the WBS list of activities;
- Sequenced schedule of activities and dependencies, identifying actions required by CONTRACTOR, the Content and Records Management incumbent subcontractor, or others;
- List of transition deliverables;
- Communication plan, including weekly status meetings;
- List of draft or "sample" agreements;
- Actions necessary for the successful and timely implementation of procedures;
- All required due diligence;
- Final transition completion acceptance criteria to include a formal "Readiness Review" with CONTRACTOR

The TPP shall identify a Transition Manager who has full authority to manage transition activities, the Key Personnel, and other project support resources critical to the successful transitions (e.g., contracting officer, human resource manager, etc.). The OFFEROR'S TPP Team is accountable for all work performed during the execution of their TPP, and to ensure there are no adverse content of records management system or service impacts or outages directly resulting from their transition activity.

The due diligence review shall include identification of any material differences between the systems, property, and services described in the Statement of Work, and/or any other RFP requirements and actual conditions. The Statement of Material Differences shall be delivered to CONTRACTOR.

The TPP shall address the transition of workers considering the preference to fill non-managerial vacancies through the hiring of employees displaced by this procurement action in accordance with the terms of FAR 52.222-17, Non-displacement of Qualified Workers.

The OFFEROR'S TPP Team will interface directly with the CONTRACTOR TPP Team and with the incumbent Content and Records Management services Subcontractor. The OFFEROR shall coordinate information exchange with Other Hanford Prime Contractors and the DOE, as required, by interfacing directly through the CONTRACTOR TPP Team.

## Deliverables

The OFFEROR'S shall deliver:

- A credible and executable Transition Project Plan;
- A TPP team organizational structure identifying the Transition Manager and key team members, with experience and qualifications of each;

- A firm fix price for complete execution of their Transition Project Plan

The OFFEROR'S deliverables resulting from their execution of the Transition Project Plan shall include, but are not limited to:

- The transition of all responsibilities in the SOW within forty-five (45) days from award;
- Establishing the required workforce to execute all the SOW requirements within forty-five (45) days from transition start date;
- The facilities to be utilized by the OFFEROR for personnel, assets and equipment;
- Delivering a draft of the required operating agreements and procedures within thirty (30) days of the transition start date and the approved final signed agreement within forty (40) days from the transition start date;
- Delivering a formal Readiness Review presentation to CONTRACTOR no later than forty-four (44) days from the transition start date;
- Written acknowledgement of acceptance to implementing CONTRACTOR and Hanford Site required procedures, desk top instructions, service agreements, licenses and interface agreements identified in the RFP within forty-four (44) days of the transition start date;
- List of required Hanford Site hosted virtual desktops (VMWare client or zero client devices) and traditional Government Furnished Equipment (GFE) imaged workstations within thirty (30) days from start of transition;
- Provide weekly written transition progress reports to CONTRACTOR;
- Establish routine status meetings with CONTRACTOR and affected contractors to review transition activities and issues if requested;
- Provide a Statement of Material Differences between the RFP and actual working conditions within thirty (30) days of the transition start date;
- Deliver a Final Transition Completion Report to CONTRACTOR'S Subcontract specialist for approval no later than forty-five (45) days following receipt of the Subcontract Notice to Proceed. The Final Completion Report will include all required agreements and procedures necessary for base operations;
- Identify accountability for all work performed under this Contract at the end of the Transition Period.

#### **Performance Acceptance Metrics**

- The OFFEROR "Transition Project Plan" will be measured on:
  - The quality, completeness, accuracy, and reasonableness of the plan and the cost of the transition
- The OFFEROR Transition Project Plan "Execution" will be measured on:
  - The transition being completed within forty-five (45) days from award /transition start date and without incident;
  - The number and severity of service impacts resulting from the transition;
  - Percentage of incumbent staff retained;
  - Accuracy, quality and timeliness of transition reports;
  - The Statement of Material Differences

## **24. EVALUATION CRITERIA**

The below factors are in order of importance:

### **A. Technical Capability:**

CONTRACTOR will evaluate each OFFEROR'S understanding of the Statement of Work (SOW) and capability to meet the RFP functional and technical requirements. This includes the OFFEROR'S ability to understand and manage large, diverse content and records management functions to performance requirements, and the OFFERORS proven capability to transition Government owned record management systems and storage systems to a largely commercial enterprise. The OFFEROR will also be evaluated on their demonstrated program/project management competency for large, diverse records management operations.

### **B. Technical and Management/Business Approach**

CONTRACTOR will evaluate each OFFEROR'S technical and management approach for meeting the RFP requirements. The OFFEROR'S approach and methods will include:

- 1) The OFFEROR'S technical approach for fulfilling the RFP technical requirements, including their Transition Plan;
- 2) The OFFEROR'S approach for successfully transitioning incumbent staff to a new organization;
- 3) The OFFEROR'S proposed organizational structure for efficiency of operations and Statement of Work management;
- 4) Feasibility of the OFFEROR'S proposed business management approach for meeting service requests, process improvement and cost reductions;
- 5) The extent to which the approach optimizes commercial practices through service delivery, performance, and responsiveness;
- 6) The OFFEROR'S process for effectively archiving records and moving physical records to electronic records;
- 7) The OFFEROR'S management of personally identifiable information without compromise of confidentiality;
- 8) The OFFEROR'S method for effectively and efficiently managing commercially oriented Usage Based Services, Task Orders, and staffing;
- 9) The OFFEROR'S approach for executing work in accordance with a single integrated safety and quality assurance management system. The integrated safety and quality assurance system approach will include: (i) the OFFEROR'S management of subcontractor work activities; (ii) how safety deficiencies will be identified and resolved; and (iii) how corrective actions are implemented, tracked and resolved. Also considered will be the demonstration and understanding of applicable DOE ESQ&H laws, regulations, and directives;
- 10) The OFFEROR will explain the corporate office commitment to this contract and to MSA.

### **C. Organizations Structure and Key Personnel**

The OFFEROR will propose key personnel who possess a combination of relevant records management and project management experience. CONTRACTOR will evaluate the resume of each OFFEROR'S key personnel to assess their education and records management experience, project management and Task Order management experience, demonstrated performance towards the RFP objectives, suitability to the proposed position, and technical and leadership capability. Letters of commitment for the proposed key personnel shall be evaluated. The individuals proposed for the Key Positions will be the most important aspect of this criterion.

#### **D. Similar Experience and Past Performance**

Experience is evaluated on the breadth of experience similar to the RFP SOW, while Past Performance is evaluated on the quality of delivered performance during the last five (5) years. CONTRACTOR will evaluate the OFFEROR'S experience with focus on the SOW relevant work the OFFEROR has performed, while past performance evaluates how well the OFFEROR has performed the work.

- 1) Similar Experience: The OFFEROR'S experience on contracts similar in type, scope, complexity, duration, and risk will be evaluated. Experience should include demonstrated ability to meet customer commitments in a highly dynamic and demanding work environment;
- 2) Transition: Experience should include demonstrated ability to transition work scope similar in size and complexity, and meet customer commitments in a highly dynamic and demanding work environment;
- 3) Past Performance: The OFFEROR will be evaluated on its performance under existing and prior contracts regarding the quality of performance delivery in a timely manner for work consistent to the size, scope and complexity of the SOW. Evaluation will schedule performance, budget performance, and customer satisfaction.

The OFFEROR will provide CONTRACTOR with customer contact information. Information regarding past and present performance may also be obtained by CONTRACTOR from independent data.

#### **E. IM/IT Innovation**

CONTRACTOR will evaluate each OFFEROR'S ability to identify, offer and implement innovative solutions for improving records management operations at Hanford.

#### **F. Price**

- 1) This factor is used to assess what each proposal will cost the Government should it be selected.
- 2) Proposed prices are analyzed to determine the associated risks of doing business with the OFFEROR. A price analysis will be performed to assess the reasonableness of the proposed costs in relation to Best Value Factors.

### **25. ATTACHED FORMS**

Form 1 – Conflict of Interest  
Form 2 – Financial Data and Insurance  
Form 3 – Foreign Ownership, Control, or Influence (FOCI) Certification  
Form 4 – Exceptions and Deviations  
Form 5 – Past Performance Information  
Form 6 – Proposal Response

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**Mission Support Alliance**

**EXHIBIT A**

**COMMERCIAL SERVICES**

**RFP ALJCR0120**

**CONTENT AND RECORDS MANAGEMENT SERVICES**

**QUANTITIES AND PRICING**

## **SCHEDULE OF QUANTITIES AND PRICES**

### **1.0 WORK TO BE PERFORMED**

SUBCONTRACTOR shall furnish all the necessary supervision, labor, equipment, tools, materials, supplies and transportation, and perform all operations necessary and required to perform the Work in accordance with the Statement of Work and the terms and conditions of the Subcontract.

### **2.0 FIRM FIXED PRICES**

Subcontract Line Item 001, Program and Project Management Support Services as well as specific sections of Subcontract Line Item 002, Content & Records Management Services as defined in the Statement of Work (Attachment 1) are to be bid as a FFP scope or FFUR scope (see attached price sheet).

(a) Instruction – Fixed Price – Firm, Fixed Unit Rate - Written Proposal

(1) Proposed Cost

The OFFEROR shall prepare its Proposed FFP information in accordance with the following instructions:

- (i) A narrative describing the OFFEROR'S supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed price. Offers shall be sufficiently detailed to demonstrate a complete understanding of the scope, reasonableness and realism. Overall assumptions used by the estimator to prepare the estimate shall be described.

### **3.0 TIME AND MATERIAL (T & M) AND HOURLY LABOR RATE**

Specific sections of Subcontract Line Item 002, Content & Records Management Services and Subcontract Line Item 003, IM Direct Support Services as defined in the Statement of Work will be bid and authorized as T&M scopes or Hourly Labor Rate via individual task orders. See attached price sheet for T & M and Hourly Labor Rate Proposal Preparation Format for Line Item 002 and Line Item 003.

All allowable hours billed shall be at the contracted rates. There is no overtime premium notwithstanding the number of hours worked during the day. Material costs shall be billed as actual invoiced cost plus applicable G&A rate. SUBCONTRACTOR shall provide a copy of actual material invoiced as supporting documentation when invoicing for material costs.

The following FY 2016 fully burdened rates shall be applicable to this subcontract. Each following year (FY 2017 2018, and Option years 1 and 2) will be adjusted by using the D.O.E. approved escalation factor applied to the previous year rates.

For The OFFEROR must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (a) The OFFEROR;
- (b) Subcontractors; and/or
- (c) Divisions, subsidiaries, or affiliates of the OFFEROR under a common control

### **4.0 TWO MONTH TRANSITION, AUGUST 1, 2016 TO SEPTEMBER 30, 2016**

In accordance with Section 23, Transition Plan of Instructions to OFFEROR'S. Complete attached line 4 price sheet as an FFP proposal.

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### **Form 1 - Conflict of Interest Disclosure and Representation**

It is the CONTRACTOR'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 CONTRACTOR-controlled work with other qualified contractors. To address this matter, the OFFEROR is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. The OFFEROR 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 OFFEROR'S proposal. Any such disclosure may result in the need for additional discussions relative to the OFFEROR'S continued participation in this effort.

Date Certified:

Certified By:

Signature:

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## **Mission Support Alliance**

### **FORM 2 - FINANCIAL DATA AND INSURANCE**

1. OFFEROR shall include in its proposal the most current annual report or CPA-certified financial statement for the last three (3) accounting periods and a current Dun & Bradstreet Report of Condition.
2. OFFEROR shall include a Certificate of Insurance evidencing the coverages, as required by Special Conditions, titled "INSURANCE," or a statement for OFFEROR'S insurance carrier that such coverages can be provided.
3. Permanent Place of Business:
  
  
  
  
  
  
  
  
  
  
4. Name and Address of [ ] Parent Company or [ ] Corporate Office
  
  
  
  
  
  
  
  
  
  
5. Remittance Address:
  
  
  
  
  
  
  
  
  
  
6. Bank:

Contact Person and Phone Number:

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## Mission Support Alliance

### FORM 3 - FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CERTIFICATION

This Subcontract will require (1) access to classified matter; (2) access to Special Nuclear Material; (3) responsibilities for safeguarding \$5M+ of government property; and/or (4) unescorted access to a limited/protected area, therefore a FOCI determination will be required in order to grant a security clearance for this Subcontract.

The OFFEROR shall require any lower tier Subcontractors having access to classified information or a significant quantity of special Nuclear Material to submit the certification below directly to the CONTRACTOR.

Information submitted by the OFFEROR is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by the CONTRACTOR to the extent permitted by law, as business or financial information submitted in confidence.

Answer the following questions either "yes" or "no". If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

**1. Does a Foreign Interest own or have beneficial ownership in 5% or more of your organization's voting securities?**

☐ Yes ☐ No

(Identify the percentage of any class of shares or other securities issued which are owned by Foreign Interests, listed by country. If you answer "yes" and have received from an investor a copy of schedule 13D and/or schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of schedule 13D and/or schedule 13G)

**2. Does your organization own 10% or more of any Foreign Interest?**

☐ Yes ☐ No

(Furnish the name of the Foreign Interest, address by country, and the percentage owned. Include names and title of officials of your organization who occupy positions with the Foreign Interest, if any.)

**3. Do any Foreign Interests have management positions such as Directors, Officers, or Executive Personnel in your organization?**

☐ Yes ☐ No

(Furnish full information concerning the identity of the Foreign Interest and the position he/she holds in your organization.)

4. Does any Foreign Interest control or influence, or is any Foreign Interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?

☐ Yes ☐ No

(Identify the Foreign Interest(s) and furnish full details concerning the control or influence.)

5. Does your organization have any Subcontracts, binding agreements, understandings, or arrangements with a Foreign Interest(s) that cumulatively represents 10% or more of your organization's gross income?

☐ Yes ☐ No

(Furnish the name of the Foreign Interest, country, and nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, cartel, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "yes" and have received from the Foreign Interest a copy of schedule 13D and/or schedule 13G filed by the Foreign Interest with the Securities and Exchange Commission, you are to attach a copy of schedule 13D and/or schedule 13G.)

6. Is your organization indebted to any Foreign Interests?

☐ Yes ☐ No

(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any debentures are convertible, specifics about the indebtedness, collateral, if any and what will be received after conversion are to be furnished.)

7. Does your organization derive any income from Communist Countries?

☐ Yes ☐ No

(Discuss in detail any income derived from Communist Countries, including percentage from each such country as related to total income, and the type of services or products involved.)

8. Is 5% or more of any class of your organization's securities held in any method, which does not disclose beneficial owner of equitable title?

☐ Yes ☐ No

(Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the schedule 13D and/or schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of schedule 13D and/or schedule 13G.)

9. Does your organization have interlocking directors with Foreign Interests?

☐ Yes ☐ No

(Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)

**10.** Are there any citizens of foreign countries employed by, or who may visit your offices or facilities in a capacity, which may permit them to have access to classified information or a significant quantity of Special Nuclear Material?

☐ Yes ☐ No

(Provide complete information by identifying the individuals and the country of which they are citizens.)

**11.** Does your organization have foreign involvement not otherwise covered in your answers to the above questions?

☐ Yes ☐ No

(Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)

## **CERTIFICATION**

The OFFEROR certifies that the entries made above are accurate, complete and current to the best of my knowledge and belief and are made in good faith.

The OFFEROR certifies that the information requested above has previously been submitted to the CONTRACTOR as required for a facility security clearance and that the information is accurate, complete and current.

**Date Certified:** [Click here to enter a date.](#)

**Certified By:** [Click here to enter text.](#)

**Title:** [Click here to enter text.](#)

**Address:** [Click here to enter text.](#)

**Signature:**

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## Mission Support Alliance

### FORM 4 - EXCEPTIONS AND DEVIATIONS - COMMERCIAL

OFFEROR submits herein any exceptions and deviations OFFEROR makes to any commercial terms and conditions of the Request for Proposal Documents, taking care to refer precisely to which part of the Request for Proposal Documents the exception or deviation is being made. All exceptions and deviations shall be submitted in the form of OFFEROR-proposed amendments to the Request for Proposal Documents and must be listed separately by each Exhibit. No exceptions or deviations to the Request for Proposal Documents shall be recognized unless expressly set forth herein and all other terms and conditions of the Request for Proposal Documents remain in full force and effect, except as modified herein.

OFFERORS must base their Proposals in accordance with the Request for Proposal Documents as presently written. However, if OFFERORS (1) find that this is not possible for legitimate reasons of company policy or other bidding restraints, or (2) see ways of achieving significant "Cost Savings" to the CONTRACTOR if certain exceptions or deviations to the Request for Proposal Documents can be made and accepted by CONTRACTOR before any award, then OFFERORS may take such exceptions or deviations as follows:

1. If OFFERORS take exceptions or deviations to the Request for Proposal Documents, OFFERORS should so state and list on this Form with associated "cost changes" (plus or minus) that would result if the proposed exceptions or deviations are accepted by the CONTRACTOR. Zero costed exceptions and/or deviations will not be accepted or considered. OFFERORS must also list clear reasons for requiring such exceptions or deviations.
2. CONTRACTOR wishes to emphasize that "significant cost savings" do not mean frivolous or minor claims of savings and may look with disfavor on Proposals containing only such. CONTRACTOR does not represent that exceptions or deviations in this "Cost Savings" category will be accepted or not.

If no exceptions and deviations are proposed by OFFEROR, it shall so state below.

Failure to complete this Form may be cause for rejection of OFFEROR'S Proposal.

☐ NO EXCEPTIONS

☐ EXCEPTIONS TAKEN ARE DETAILED  
ON THE SHEET FOLLOWING



## Mission Support Alliance

### EXCEPTIONS AND DEVIATIONS – COMMERCIAL (Cont'd)

#### EXAMPLE HEADINGS

| <u>No.</u> | <u>Reference</u> | <u>Exception/<br/>Deviation</u> | <u>Cost and<br/>Schedule Impact</u> | <u>Reason</u> |
|------------|------------------|---------------------------------|-------------------------------------|---------------|
|------------|------------------|---------------------------------|-------------------------------------|---------------|

#### NOTES:

- List the Request for Proposal Document location under the column above entitled "Reference" to which any proposed exception or deviation applies (e.g., Exhibit A, SC-3.0, etc.)
- Provide impacts to Subcontract Schedule (if any) and cost (plus or minus) to CONTRACTOR under "Cost/Schedule."
- Under the "Reason" column, list the reason(s) for each exception or deviation proposed by OFFEROR. OFFERORS are requested to keep their reasoning language as short as possible.

#### NOTE:

This form is for proposal evaluation and will not be part of the Subcontract. Acceptable and agreed exceptions and deviations will be incorporated into the appropriate Subcontract Documents.



## Mission Support Alliance

### FORM 4 - EXCEPTIONS AND DEVIATIONS – TECHNICAL

OFFEROR submits herein any exceptions and deviations OFFEROR makes to any part of the Request for Proposal Documents, taking care to refer precisely to which part of the Request for Proposal Documents the exception or deviation is being made. All exceptions and deviations shall be submitted in the form of OFFEROR-proposed amendments to the Request for Proposal Documents and must be listed separately by each Exhibit. No exceptions or deviations to the Request for Proposal Documents shall be recognized unless expressly set forth herein and all other terms and conditions of the Request for Proposal Documents remain in full force and effect except as modified herein.

It is strongly preferred that OFFERORS base their Proposals as closely as possible to the Request for Proposal Documents as presently written. However, in the event that OFFERORS: (1) find that this is not possible for legitimate reasons of company policy or other bidding restraints, or (2) see ways of achieving significant "Cost Savings" to the CONTRACTOR if certain exceptions or deviations to the Request for Proposal Documents can be made and accepted by CONTRACTOR prior to any award, then OFFERORS may take such exceptions or deviations as follows:

1. OFFERORS who are not willing to submit a Proposal based on no exceptions or deviations to the subject Request for Proposal Documents should so state and list on this Form (in the form denoted by the sample format shown the next page), with associated cost changes (plus or minus) that would result if the Request for Proposal Document requirements that the OFFEROR cannot accept could be waived. OFFERORS must also list clear reasons for requiring such exceptions or deviations.
2. OFFERORS who either are or are not willing to submit a Proposal based on no exceptions AND desire to propose exceptions or deviations in order to offer significant "Cost Savings" to CONTRACTOR are requested to so state on this Form and include such Cost Saving exceptions and deviations on attached separate pages, listing the reason(s) such are being proposed as "Cost Savings". CONTRACTOR wishes to emphasize that "significant cost savings" do not mean frivolous or minor claims of savings and may look with disfavor on Proposals containing only such. CONTRACTOR does not represent that exceptions or deviations in this "Cost Savings" category will be accepted or not.

If no exceptions and deviations are proposed by OFFEROR, it shall so state below.

Failure to complete this Form may be cause for rejection of OFFEROR'S Proposal.

☐ NO EXCEPTIONS

☐ EXCEPTIONS TAKEN ARE DETAILED  
ON THE SHEET FOLLOWING



## Mission Support Alliance

### EXHIBIT "C"

#### FORM P-1. - EXCEPTIONS AND DEVIATIONS - TECHNICAL (Cont'd)

##### EXAMPLE HEADINGS

| <u>No.</u> | <u>Reference</u> | <u>Exception/<br/>Deviation</u> | <u>Cost and<br/>Schedule Impact</u> | <u>Reason</u> |
|------------|------------------|---------------------------------|-------------------------------------|---------------|
|------------|------------------|---------------------------------|-------------------------------------|---------------|

- A. List the Request for Proposal Document location under the column above entitled "Reference" to which any proposed exception or deviation applies (e.g., Attachment 1, Sec 1.2.1, paragraph titled "Business Service Center Interface", etc.)
- B. Provide impacts to Subcontract Schedule (if any) and cost (plus or minus) to CONTRACTOR under "Cost/Schedule"
- C. Under the "Reason" column, list the reason(s) for each exception or deviation proposed by OFFEROR. OFFERORS are requested to keep their reasoning language as short as possible.

##### NOTE:

This form is for proposal evaluation and will not be part of the Subcontract. Acceptable and agreed exceptions and deviations will be incorporated into the appropriate Subcontract Documents.

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## **Mission Support Alliance**

### **Form 5 - Past Performance Information Form**

Offeror's must have a minimum of 5 years of business experience for the work being contemplated with US Federal government agencies or their prime contractors. If any Offeror is partnering with another firm in the response to this solicitation, the Offeror must have a minimum of at least the same time period of experience with the partnership relationship.

As part of the solicitation response, the Offeror shall furnish at least three (3) and no more than five (5) references for previous and/or current projects that reflect the criteria noted above. References shall include the current and up-to-date information listed below for each specific reference. Note: Information gained elsewhere by the Buyer can also be used as part of the evaluation.

1. Client Name and Address
2. Client Technical Point of Contact and phone number
3. Contract Number
4. Brief Description of Work Scope
5. Contract Type
6. Period of Performance
7. Original Contract Value \$
8. Final Contract Value \$

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

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## Mission Support Alliance

### FORM 6 - PROPOSAL RESPONSE

In response to the Request for Proposal (RFP) No. ALJCR0120, and in accordance with the accompanying Instructions to OFFERORS, the undersigned hereby proposes to furnish all plant, labor, technical and professional services, supervision, materials and equipment (other than materials and equipment specified as furnished by others) and to perform all operations necessary and required to provide Content and Records Management Services to the Hanford Site in accordance with the Subcontract Documents and any amendment thereto, and at the prices stated opposite the respective items set forth in the Schedule of Quantities and Prices attached hereto.

The undersigned agrees that this Proposal constitutes a firm offer to MSA (CONTRACTOR) which is valid for One Hundred Eighty (180) calendar days from and after the proposal due date or until a subcontract for the Work is executed by undersigned and CONTRACTOR, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Subcontract Documents and any amendment thereto; that it has carefully checked all of the words and figures shown in its Schedule of Quantities and Prices; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments hereto; and that it has by careful examination of the Subcontract Documents and any addenda thereto and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the Subcontract and all other matters which can in any way affect work or the cost thereof. The undersigned hereby agrees Contractor shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

The undersigned certifies that pricing of this Proposal reflects the Washington State business and occupation (B&O) tax established by Revised Code of Washington (RCW) 82.04.263 and reflects Washington State sales and use tax applicable to materials, equipment and supplies.

OFFERORS must identify their cognizant ACO and DCAA Office.

If awarded a Subcontract, the undersigned agrees to execute the Subcontract and deliver it to Contractor within ten (10) calendar days after award of the Subcontract with the necessary Certificates of Insurance. Jobsite work shall not commence until the required Certificates of Insurance are submitted. Attached hereto and by this reference incorporated herein and made a part of this Proposal are the Proposal Data required by Exhibit "A".

The undersigned hereby acknowledges that any Subcontract resulting from this proposal will represent the entire agreement and that any exceptions taken in this proposal, if not expressly included in the Subcontract, will be considered resolved and void and that all exceptions have been listed on the attached Form titled "EXCEPTIONS AND DEVIATIONS".

The undersigned also acknowledges receipt, understanding, and full consideration of the following Amendments to the Subcontract Documents:

|                 |       |                          |       |
|-----------------|-------|--------------------------|-------|
| Amendment Nos.  | _____ | (if none, enter "none")  |       |
| OFFEROR:        | _____ | Business Address:        | _____ |
| Signed by:      | _____ |                          | _____ |
| Print Name:     | _____ |                          | _____ |
|                 | _____ | Contractor License No.:  | _____ |
| [Title]         | _____ | [State/Country]          | _____ |
| Proposal Dated: | _____ | License Expiration Date: | _____ |



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Sample Subcontract  
Revision 0  
Dated January 21, 2015



## Notification of Award

Subcontract: XXXXX

Date Issued: XXXXXXXX

Issued to:

Company

Address

POC:

This award is issued under the authority of Department of Energy prime DE-AC06-09RL14728.

This award is issued by:

Mission Support Alliance, LLC

P.O. Box 650

Richland, WA 99352

Subcontract Specialist:

Amy Justice H7-08

(509) 376-9129

Amy\_L\_Justice@rl.gov

This award is made in accordance with all of the terms and conditions as set forth herein. All questions are to be directed to the Contract Specialist identified above.

\_\_\_\_\_  
Amy L. Justice, Contract Specialist MSA

\_\_\_\_\_  
Date:

Accepted:

Company\_\_\_\_\_

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature



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## Mission Support Alliance

**Subcontract XXXXX**

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## Mission Support Alliance

Subcontract XXXXX

### SECTION A - AWARD

#### A-1 INTRODUCTION

The Subcontractor is hereby notified that effective on XXXXX XX, 2015, the Subcontractor is awarded a Hybrid Subcontract (Master) for performance of the Content and Records Management Support services as described herein in accordance with all the requirements and conditions set forth or by reference attached herein. The Subcontractor is further notified that the award of this Subcontract is contingent upon receipt by the Buyer of written consent of this award from the U.S. Department of Energy including any required changes that may be stipulated within its notice of consent of the award.

#### A-2 ESTIMATED VALUE OF SUBCONTRACT

The estimated total value of this Subcontract is \$XXXXXX.

This Subcontract is comprised of the following:

FY2016

| Line Item                     | Description                                     | Type                               | Estimated Value (\$) |
|-------------------------------|---|------------------------------------|----------------------|
| 001                           | Program and Project Management Support Services | FFP                                | TBD                  |
| 002                           | Content & Record Management Services            | FFP/FFUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003                           | IM Direct Support Services                      | T&M                                | TBD                  |
| Total FY 2016 Estimated Value |   |                                    | TBD                  |

FY2017

| Line Item                     | Description                                     | Type                               | Estimated Value (\$) |
|-------------------------------|---|------------------------------------|----------------------|
| 001                           | Program and Project Management Support Services | FFP                                | TBD                  |
| 002                           | Content & Record Management Services            | FFP/FFUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003                           | IM Direct Support Services                      | FFUR                               | TBD                  |
| Total FY 2017 Estimated Value |   |                                    | TBD                  |



## Mission Support Alliance

Subcontract XXXXX

FY2018

| Line Item                     | Description                                     | Type                               | Estimated Value (\$) |
|-------------------------------|---|------------------------------------|----------------------|
| 001                           | Program and Project Management Support Services | FFP                                | TBD                  |
| 002                           | Content & Record Management Services            | FFP/FFUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003                           | IM Direct Support Services                      | FFUR                               | TBD                  |
| Total FY 2018 Estimated Value |   |                                    | TBD                  |

Total Base Period Estimated Value

TBD

FY2019

| Line Item  | Description                                     | Type                               | Estimated Value (\$) |
|--|---|------------------------------------|----------------------|
| 001  | Program and Project Management Support Services | FFP                                | TBD                  |
| 002  | Content & Record Management Services            | FFP/FFUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003  | IM Direct Support Services                      | FFUR                               | TBD                  |
| Total FY 2019 Option Period 1<br>Estimated Value |   |                                    | TBD                  |

FY2020

| Line Item  | Description                                     | Type                               | Estimated Value (\$) |
|--|---|------------------------------------|----------------------|
| 001  | Program and Project Management Support Services | FFP                                | TBD                  |
| 002  | Content & Record Management Services            | FFP/FFUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003  | IM Direct Support Services                      | FFUR                               | TBD                  |
| Total FY 2020 Option Period 2<br>Estimated Value |   |                                    | TBD                  |

Total Subcontract Estimated Value

TBD



## Mission Support Alliance

**Subcontract XXXXX**

### A-3 LIMITATION OF FUNDS

1. Although the parties have negotiated the ceiling price of a not-to-exceed amount of **\$TBD** for this Subcontract, it is understood that sufficient funds for the full scope of the work are not presently available. It is anticipated that additional funds will be obligated to this Subcontract until the total estimated price of said Subcontract is reached.
2. Funds presently available for payment of the items covered by this subcontract for the authorized period of performance is:

FY2016

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2016 Funding |   | TBD                     |

FY2017

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2017 Funding |   | TBD                     |

FY2018

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2018 Funding |   | TBD                     |

**Total Base Period Funding**

**TBD**





## Mission Support Alliance

**Subcontract XXXXX**

FY2019

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2019 Funding |   | 0                       |

FY2020

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2020 Funding |   | TBD                     |

**Total Contract Funding**

**TBD**

The Subcontractor agrees to perform (or have performed work) on the Subcontract up to the point at which the total amount paid and payable under the Subcontract approximates but does not exceed, the total amount actually allotted on the Subcontract.

3. The Subcontractor shall notify the Contract Specialist in writing whenever the total costs it expects to incur by line item under this Subcontract during the following sixty (60) days will exceed 75 percent of the total amount allotted by line item. The notice shall state the estimated date when such amount will be reached, and the estimated amount of additional funds required for continuing performance for the period specified in the schedule. If, after such notification, additional funds are not obligated by the end of estimated reach date or by an another agreed upon date, the Buyer shall, upon Subcontractor's written request, terminate this Subcontract on the performance end date or the date set forth in the request, whichever is later, and pursuant to the provisions of the Termination clause of this Subcontract.
4. Except as provided by other provisions of this Subcontract, the following are stated to be exceptions to this clause:
  - a. The Buyer is not obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted to this Subcontract; and



## **Mission Support Alliance**

**Subcontract XXXXX**

- b. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the termination clause) or otherwise incur costs in excess of the allotted amount of this Subcontract, until the Buyer notifies the Subcontractor in writing that the amount has been increased and specifies the revised total allotted amount.
5. No notice, communication, or representation in any form or by anyone other than the Buyer Contract Specialist shall affect the allotted amount of this Subcontract. In the absence of the Subcontractor's notification (paragraph 3 above), the Buyer is not obligated to reimburse the Subcontractor for any costs in excess of the total amount allotted to this Subcontract whether incurred during the course of performance period, a termination, or result of an audit.
6. Change orders shall not be considered an authorization to exceed the allotted amount specified in the schedule, unless they result in a modification to the Subcontract.
7. If the Buyer does not allot sufficient funds to allow completion of the work, the Subcontractor is entitled to a percentage of the fee specified in this Subcontract equaling the percentage of work completed.

### **A-4 TYPE OF SUBCONTRACT**

This is a Hybrid Subcontract that consists of the following contract type by line item:

#### **Line Item 001 – Program and Project Management Support**

This work will be performed as Firm, Fixed Price (FFP) Subcontract.

#### **Line Item 002 – Content & Record Management Services**

This work will be performed as Firm Fixed Price (FFP), Firm Fixed Unit Rate (FFUR), Time and Material (T&M), and Hourly Labor Rate Subcontract.

#### **Line Item 003 – IM Direct Support Services**

This work will be initially performed as Time and Material type Subcontract with expectation of movement to a Firm Fixed Unit Rate (FFUR) Subcontract at the completion of the requirements definition which is expected to occur in 2017.

Major Activity Support Requests is considered a Master Task Order Agreement. All work will be authorized and funded through Task Order Releases (TO). Medium Activity Support Requests may be funded through Task Order Releases (TO) or as an Information Technology Service Management System (IT-SMS) request. Most General Activity Support Requests will be funded under a blanket release or by Information Technology Service Management System (IT-SMS) requests. The estimated value for this Master Task



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Order Agreement, as stated above, is the total estimated value of all Task Order Releases anticipated to be issued to the Subcontractor through the initial term of the Subcontract and is not a guarantee that this total will be achieved nor exceeded.

Work is authorized hereunder only through executed TOs issued by Contract Specialist. Only subcontracted work within the scope of this Subcontract may be authorized under this Master.

All work will be performed as Firm Fixed Price (FFP), Firm Fixed Unit Rate (FFUR), Time and Material (T&M), and/or Hourly Labor Rate type Subcontract and defined within the terms of the TO.

Line Item 004 – Reserved for Transition

This work will be performed as Firm Fixed Price (FFP) Subcontract.

### **A-5 MASTER TASK ORDERING AGREEMENT ENABLING CLAUSE**

Portions of Line Item 002 and all of Line Item 003 are a Master Task Order Agreement. This Master Task Order Agreement shall have the same definition as the term “basic agreement” in FAR Subsection 16.702, paragraph (a). As described therein, a basic agreement is a written instrument of understanding, negotiated between an agency or contracting activity and a contractor, that (1) contains contract clauses applying to future contracts between the parties during its term and (2) contemplates separate future contracts that will incorporate by reference or attachment the required and applicable clauses agreed upon in the basic agreement. A basic agreement is not a contract, but rather a written instrument of understanding.

### **A-6 ORDERING PROCESS**

Portions of Line Item 002 and all of Line item 003 is a Master Task Order. Task Orders (TOs) under Line Item 002 or Line Item 003 shall be issued under this Master for performance of work within the scope of this Subcontract. Buyer shall issue task orders and any modifications in writing. Each individual TO release will contain a Statement of Work and funding for the work described. In the event of any conflict between the work described in the implementing TO release and the Description/Specification contained in the Master Statement of Work of this Subcontract, the Master Statement of Work will govern. Only the Contract Specialist is authorized to issue task orders under this Subcontract.



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The following process then applies:

The Buyer may request work to be performed by the Subcontractor under this Subcontract as separate releases and/or tasks as part of a specific release using the following process:

1. A Statement of Work will be provided by the Buyer to the Subcontractor soliciting a proposal for the effort to be performed and schedule of performance;
2. The Subcontractor shall respond as specified in the solicitation. Subcontractor's Proposal shall address the Statement of Work requirements. The cost of proposal development is not a direct charge to this agreement;
3. If the Proposal is acceptable to the Buyer, a Release to perform the work may be issued in accordance with the terms of this Subcontract. Each Release shall be numbered or identified;
4. The Subcontractor shall not begin work on any Release or Release Revision prior to receipt of written authorization to proceed from the Buyer or authorized individual (contained under Section "Authorized Personnel").

### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B-1 TECHNICAL REQUIREMENTS**

All work for the Buyer shall be performed in strict accordance with SP 5 – Onsite Services and other requirements which may be found in the Statement of Work.

#### **B-2 PERSONNEL REQUIREMENTS**

##### **Training and Qualification**

1. Subcontractor shall ensure that its personnel meet and maintain the appropriate training, qualification and certification requirements as required by the Subcontract. The following types of training/qualifications may be required based on work scope and work location:
  - a. Facility specific training as required for facility access;
  - b. Occupational Safety and Health Training as applicable to the work performed;
2. Additional specialized training may be specified within individual TO releases as necessary to meet specified work scope requirements.



**B-3 SITE ACCESS AND WORK HOURS**

Hanford personnel at the Hanford Site work a standard 4/10 schedule. The standard work week consist of ten (10) hours of work between 6:00 am and 4:30 pm, with one-half hour designated as an unpaid period for lunch, Monday through Thursday.

Work performed on-site outside normal operating hours shall be coordinated and/or approved through the BTR and/or the Contract Specialist prior to performing the work. Excludes services identified in the SOW as requiring support outside normal operating hours.

**B-4 SUBCONTRACT PRICE**

Although the parties hereto have negotiated the estimated value for this Subcontract, they understand that sufficient funds for the full scope of the work may not be available as set forth in the Limitation of Funds provisions contained in Section A of this Subcontract.

The Price Schedules contained in this Subcontract consist of a schedule of hourly labor rates, Fixed Unit Prices, Fixed Prices and Time and Material Estimated values for certain defined work items as contained in the Statement of Work of this Subcontract.

The Buyer does not guarantee that the total estimated value of this Subcontract will be achieved or that the total estimated value will not be exceeded during the Subcontract period of performance. The final total value will be the actual cumulative value of all authorized TO releases issued under the terms of this Subcontract.

**SECTION C – DESCRIPTION/SPECIFICATIONS**

**C-1 DESCRIPTION/SPECIFICATIONS**

Attachment 1, contains the description/specifications for the work scope items.

**SECTION D – INSPECTION AND ACCEPTANCE**

Specific Inspection and Acceptance criteria will be defined in the statement of work.



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### **SECTION E – DELIVERY AND PERFORMANCE**

#### **E-1 TERM OF SUBCONTRACT**

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on October 1, 2015 and shall end on September 30, 2018 unless extended by the parties or terminated by other provisions of this Subcontract.

#### **E-2 SUBCONTRACT OPTIONS**

(H54) Rev. 0 3/14/2011

The Buyer retains the sole right to exercise the option(s) included in this Subcontract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of the Buyer to exercise any or all of the option(s) nor extend the Subcontract beyond the end date specified by the Subcontract or most current Subcontract amendment. Buyer may exercise one or more options by providing written notice to the Subcontractor prior to sixty (60) Days from the most current Subcontract end date. Lacking written notice by the Contract Specialist, the option(s) will expire with the Subcontract.

Option 1      October 1, 2018 - September 30, 2019

Option 2      October 1, 2019 – September 30, 2020

#### **E-3 SHIP TO ADDRESS AND WAREHOUSE OPERATIONS DELIVERY SCHEDULE**

(F10) Rev. 2 10/22/2014

The below address shall appear on all shipping documents and packages:

U.S. Department of Energy  
c/o MSA Hanford  
Central Receiving  
2355 Stevens Dr.  
Attn: Subcontract No. **TBD**  
Richland, WA 99354

If there is not enough character space to enter the "Attn:" please omit it.

Please assure that the Consignor/Shipper receives this information and clearly understands the above information.



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The Hanford Site Warehouse Operation is available for deliveries from 6:00 a.m. to 4:30 p.m. Monday through Thursday.

Note: Please be prepared to reference Subcontract Number **TBD**

Should your shipment require any special handling to unload, please make arrangements 24 hours prior to shipment by contacting (509) 376-6638. Failure to do so may result in the shipment offloading being delayed.

### **SECTION F – SUBCONTRACT ADMINISTRATION DATA**

#### **F-1 ESTIMATED BILLING**

(G02) Rev. 0 3/14/2011

It is mandatory for continued acceptable performance that the Subcontractor provides monthly, to the Buyer's Accounts Payable Department, 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 in writing by email (preferred), fax, or mail by the 15<sup>th</sup> of each month. This data must be provided for each Subcontract release until all payments are received and the Subcontract is complete.

Email: [msa\\_accruals@rl.gov](mailto:msa_accruals@rl.gov)

Fax: (509) 373-6264

Mailing Address:

Mission Support Alliance, LLC.

Attn: Accruals MSIN G1-80

P.O. Box 650

Richland, WA 99352

The Monthly Subcontract-to-Date Cost Estimate Form can be obtained at:

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

#### **F-2 DOCUMENT TRANSMITTALS**

(G01) Rev. 0 3/14/2011

The Subcontractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Subcontract. The transmittal shall contain (1) a unique identification number, (2) a brief identification of the document(s)



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including revisions, (3) the date of the transmittal, (4) purpose of the transmittal, including required action (if any) (5) signature of Subcontractor representative, and (6) means or provisions for receipt acknowledgement by the Buyer.

### **F-3 AUTHORIZED PERSONNEL**

(G03) Rev. 0 1/28/2010

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

Contract Specialist, Amy Justice, Telephone: (509) 376-9129,  
E-mail: [Amy\\_L.Justice@rl.gov](mailto:Amy_L.Justice@rl.gov)

Contracts Manager, Brian Mair, Telephone: (509) 376-4692,  
E-mail: [Brian\\_C.Mair@rl.gov](mailto:Brian_C.Mair@rl.gov)

### **F-4 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).

### **F-6 SUBCONTRACTOR INVOICES FOR SUBCONTRACTS**

(G044) Rev. 0 2/27/2012

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

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

- Submittal of an invoice constitutes Subcontractor's certification that materials, work, and/or services have been delivered, and invoice rates are in accordance with the Subcontract provisions.
  - Invoices for services may not be submitted more than once per calendar month unless otherwise authorized in the Subcontract.





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

<http://www.hanford.gov/pmm/files.cfm/cft.pdf>. **NOTE:** The original form with signature and date shall be mailed to the address at the bottom of the



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form. Copies of the form that have been e-mailed or faxed will not be accepted.

### F-7 REIMBURSEMENT OF TRAVEL EXPENSES

(H21) Rev. 2 01/14/2013

**\*No Travel is authorized under this subcontract\***

### F-8 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.

## SECTION G – SPECIAL REQUIREMENTS

### G-1 KEY PERSONNEL

#### 1. Introduction

Key Personnel are considered essential to the success of all work being performed under this Subcontract. This Clause provides specific requirements for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Subcontract fee for changes to Key Personnel, and identification of all Key Personnel for this Subcontract.

#### 2. Key Personnel Team Requirements

All Key Persons under this Subcontract are collectively referred to as the Key Personnel Team. The Subcontractor's Key Personnel Team shall consist of, at a minimum, the position of Program Manager and Project Manager. Anyone designated as Key Personnel shall be in a direct-reporting relationship with the Program Manager. The Contract Specialist and designated Buyer's Technical Representative(s) shall have direct access to the Key Personnel.

#### 3. Definitions

- a. For the purposes of this Clause, *Changes to Key Personnel* is defined as: (i) any change to the position assignment of a current Key Person under the Subcontract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall



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not exceed thirty (30) working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the Subcontract; or (iii) assigning a current Key Person for work outside the Subcontract.

- b. For the purposes of this Clause, *Beyond the Subcontractor's Control* is defined as an event for which the Subcontractor lacked legal authority or ability to prevent *Changes to Key Personnel*.

#### 4. Requirements for Changes to Key Personnel

- a. Each request for Key Personnel substitution must be in writing to the Contract Specialist and contain a detailed explanation of the circumstances and justification for the proposed substitution.
- b. The Subcontractor shall notify the Contract Specialist and request approval in writing at least sixty (60) days in advance of any changes to Key Personnel.
- c. The Subcontractor shall not make a change in Key Personnel without prior written approval of the Contract Specialist.
- d. No Key Person position shall remain vacant for a period more than thirty (30) days following Contract Specialist approval of a change in Key Personnel.
- e. Approval of changes to Key Personnel is at the unilateral discretion of the Contract Specialist.

#### 5. Replacement Requirements

- a. Subcontractor requested replacements must also contain a complete resume for the proposed substitute and any other information requested by the Contract Specialist needed to evaluate the proposed replacement.
- b. Proposed replacements must meet the Statement of Work and Subcontract Key Personnel and position requirements.

#### 6. Subcontract Fee Reductions for Changes to Key Personnel

- a. Notwithstanding approval by the Contract Specialist, any time the Program Manager (the initial Program Manager or any substitution approved by the Contract Specialist) is changed for any reason within two (2) years of being placed in the position, *Available Fee* will be reduced by \$100,000 for each and every occurrence of a change to the Program Manager. A change to the Program Manager beyond the Subcontractor's control shall not result in a reduction of fee under this paragraph.



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- b. Notwithstanding approval by the Subcontract Specialist, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contract Specialist) is changed for any reason within two (2) years of being placed in the position, *Available Fee* will be reduced by \$50,000 for each and every occurrence of a change to the Key Person. A change to a Key Person other than the Program Manager beyond the Subcontractor's control shall not result in a reduction of fee under this subsection.
- c. The Subcontractor may request in writing that the Contract Specialist consider waiving all or part of a reduction in Subcontract fee. Such written request shall include the factual basis for the request. The Contract Specialist shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in Subcontract fee.

### 7. Key Personnel for this Subcontract

The list of Key Personnel for this Subcontract will be amended during the course of the Subcontract to add or delete Key Personnel as approved by the Contract Specialist. The following is the current list of Key Personnel for this Subcontract:

| <u>Name</u> | <u>Position</u> |
|-------------|-----------------|
| TBD         | Program Manager |
| TBD         | Project Manager |

### 8. Description of Key Personnel

#### **Program Manager**

The Program Manager should have a Bachelor of Arts (BA)/ Bachelor of Science (BS) degree or equivalent and ten (10) plus years of experience in the Content & Records Management industry. The individual should have the skills and expertise to organize, direct, and manage contract operation support functions, involving multiple, complex, and inter-related projects. The individual should have extensive and verifiable experience in managing teams of project support personnel executing a diverse and broad set of Content & Records Management work activities. The individual should have the skills to maintain and manage client interfaces at senior levels of the client organization, understand and meet with customers and contractor personnel to formulate and review task plans and deliverable items,



and ensure work is executed in compliance with contract requirements and in conformance with program schedules, costs, and performance metrics.

The individual shall have the skills to work with executives within a customer organization to formulate enterprise-wide business and/or technical Content & Records Management product and/or service strategies. The individual should have a high level of technical and project management expertise combined with excellent planning, coordination and communication skills, as well as the ability to create and manage multiple integrated project teams. The individual should have clear understanding of the regulations and use best practices methodologies for managing enterprise level Content & Records Management services. The individual should have the skills to interface at the organization and professional levels to interface with or acquire Content & Records Management skill sets as needed.

The individual should have the skills to maintain and manage interfaces between customers and Content & Records Management resources, and to understand, track, and communicate any contract, network, system, or service performance issues. The individual needs to understand, capture, and report on various performance metrics.

### **Project Manager**

The Project Manager should have a Bachelor of Arts (BA)/Bachelor of Science (BS) degree or equivalent and six (6) plus years of experience in managing complex enterprise level projects across a wide spectrum of Content and Records Management processes and services. The individual should have skills and verifiable experience of ensuring a consistent methodology and graded approach is used across all projects. The individual should have the skills to interface at the organization and senior levels to acquire, maintain, and release Content & Records Management professional resources as needed throughout the project life cycle. The individual should have the skills and experience in analyzing new and complex project-related problems and creating innovative solutions involving finance, scheduling, technology, methodology, and tools.

## **G-2 BENCHMARKING CLAUSE**

The Buyer will, at its own cost and expense, obtain the services from an industry-recognized independent third party (Benchmark) to benchmark Content and Records Management services. The Buyer intends to benchmark 40% of the Content and Records Management service once every 24 months during the period of performance. Each benchmark exercise is considered a collaborative effort with the Buyer and the Subcontractor being equal stakeholders. Both parties shall cooperate with the reasonable requests of the Benchmark for any information or data related and necessary for benchmarking the Content and Records Management services.



The Subcontractor shall engage and support the Benchmarker in an objective measurement and comparison of the Content and Records Management service provided under this subcontract to similar industry comparison groups. Comparison Groups are entities that use a similar methodology or strategy to process, maintain, store, and manage record services, or entities that deliver comparable Content and Records Management services to entities similar to Hanford. The Buyer will choose a Benchmarker with sufficient expertise in benchmarking Content and Record Management services similar to Hanford that is not a competitor of the Subcontractor. Buyer will select what services will be benchmarked using the work breakdown structure of the statement of work.

Information provided by the Subcontractor to the Benchmarker is subject to a mutually agreed to confidentiality agreement. Prior to conducting the benchmark, the Benchmarker will execute appropriate confidentiality agreements. If the Subcontractor elects to not participate and/or support the benchmarking effort, the Subcontractor shall provide the Buyer a one-time credit equal to 10% of the Subcontractor's price for the work breakdown structure elements identified for benchmarking.

The benchmark process is as follows:

1. The Buyer will notify the Subcontractor of the Benchmarker selected, which designated services will be benchmarked, and the approximate date(s) for the effort.
2. The Benchmarker will provide the methodology to be used for benchmarking the designated services selected and establish the appropriate confidentiality agreements.
3. The Benchmarker will work with the Buyer and Subcontractor to develop a mutually agreed to project plan that outlines the tasks, duration, milestones, and the roles and responsibilities for each party.
4. The Subcontractor, the Benchmarker, and the Buyer will conduct the benchmark in accordance to the selected methodology. At a minimum the benchmarking project will have the following phases:
  - a. Collection of data needed for the benchmark comparison;
  - b. Identification and Agreement of the comparison group and data normalization process;
  - c. Workshops and review meetings for data collection and validation;
  - d. Comparing and reporting on data collected against comparison group;
  - e. Reconciliation of the benchmark results.



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The Subcontractor is responsible for their cost incurred in executing the benchmark project. Activities to be performed by the Subcontractor shall include:

- Assigning a project lead to the benchmark effort;
- Provide reasonable effort to support the benchmark project plan;
- Accurately collect, validate and submit applicable data to the Benchmarkers;
- Provide the appropriate level of executives, managers and subject matter experts in the workshops and reviews.

If the final results indicate that the benchmark charges are within 95% the Subcontractor's pricing for the applicable benchmarked service than no price change is required by the Subcontractor. If the benchmark charges are found to be less than 95% of the Subcontractor's pricing for the applicable benchmarked services, then by the next billing cycle the Subcontractor's shall lower their price, up to 3%, to meet the 95% threshold. If a 3% price reduction does not achieve the 95% threshold, the Subcontractor, at their own expense, shall provide:

- a. a price reduction plan within 30 days to the Buyer on how they intend to achieve the 95% benchmark target, or
- b. alternate benchmarking within 30 days, at their own expense and without impact to Subcontract operations, that substantiates the Subcontractor's competitive pricing, or
- c. provide pricing reductions to the applicable benchmarked services to meet the 95% threshold target.

If after the 30-day period the Subcontractor has neither provided an acceptable price reduction plan, an alternative benchmarking that substantiates their pricing, or has not adjusted the price of the applicable benchmarked service the Buyer reserves the right to: terminate the service with Subcontractor; proceed to the General Provision clause entitled Resolution of Disputes; and/or continue to require Subcontractor to perform under the existing agreement. Should the Buyer elect to terminate the service under this provision, the termination will be handled as a termination for convenience.

### **G-3 WITHDRAWAL OF WORK**

1. The Buyer may, at its option and during the performance of this Subcontract unilaterally have any of the work contemplated by the Statement of Work, of this Subcontract performed by either another Subcontractor or to have the work performed by Buyer's employees
2. Work may be withdrawn:
  - a. In order for the Buyer to conduct pilot programs;



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- b. If the Subcontractor's estimated cost of the work is considered unreasonable;
  - c. For less than satisfactory performance by the Subcontractor; or
  - d. For any other reason deemed by the Contract Specialist to be in the best interests of the Government.
3. If the withdrawn work has been authorized under the Performance Measurement Baseline for the current year, the work shall be terminated in accordance with the procedures in the General Provisions Clause entitled, Termination for Convenience.
4. If any work is withdrawn by the Contract Specialist, the Subcontractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

### **G-4 TESTING DESIGNATED POSITION (TDP)**

(H105) Rev. 0 3/14/2011

The positions designated below have been identified "Testing Designated Positions (TDPs)" for performance of this Subcontract and as required in DEAR 970.5223-4, 10 CFR 707 (Workplace Substance Abuse Program [WSAP] at DOE Sites). The WSAP applies to all personnel working in positions that are directly involved with duties whereby failure of an employee to adequately discharge his or her position could significantly harm the environment, public health or safety, or national security.

Subcontractor employees working in TDPs will undergo random testing as described in with the MSC Workplace Substance Abuse Program (WSAP). Buyer will treat all such testing and results as confidential personal data, and confide any positive results only with designated Subcontractor points of contact. Copies of the MSC WSAP Operational Plan and

Subcontractor Substance Abuse Testing Process are available upon request. These documents are to be shared only with those that have a need to know for the purpose of performing this Subcontract.

Subcontractor employee(s) assigned to Testing Designated Positions must pass WSAP testing prior to Subcontract award and on a continuing basis as a condition of acceptable Subcontract performance.

A Subcontractor employee who is reported by the testing Subcontractor to have failed the test will be immediately removed from the site and:

- Will be denied access to the site, and





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- May cause the Subcontractor to be considered in material violation of the Subcontract.

If a Subcontractor employee refuses to comply with the testing process they will be treated in all respects as if tested positive for an illegal drug.

TDP(s) & designated Subcontractor Personnel are identified below:

| SECURITY CLEARANCE REQUIRED/DRUG TESTING DESIGNATED POSITIONS |   |                              |
|---|---|------------------------------|
| IT SERVICES   |   |                              |
| #Personnel Required   | Position Description  | Subcontractor Personnel Name |
| 4   | Records Holding Area Specialists for Long Term Records Storage – Records Holding Area Specialist (Classified Records) |                              |
| 2   | Records Specialists for Inventory & Schedule Management –(search and retrieval for sensitive information)             |                              |
| 2   | Tech editors (editing of sensitive documents)   |                              |
| 3   | Information Clearance Specialists   |                              |
| TBD   | TBD   |                              |

### G-5 SERVICE CONTRACT ACT OF 1965

(H27) Rev. 4 2/24/2014

This Subcontract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in FAR 22.10. The Subcontractor will ensure that their employees are properly classified in accordance with the SCA for the work assigned and for the entire duration of this Subcontract. The Subcontractor shall pay service employees employed in the performance of this Subcontract no less than the minimum wage, and furnish fringe benefits in accordance with the appropriate job classification per the applicable Wage Determination.

The Buyer may unilaterally modify this Subcontract to incorporate revised Wage Determinations during the term of this Subcontract. If a Wage Determination (or revision) is incorporated after award and the Subcontractor has to adjust rates payable to employees covered by the SCA in order to comply with the revised minimum wages and fringe benefits, the Subcontractor may request an equitable adjustment in accordance with the SCA and other provisions of this Subcontract.



Blanket Wage Determination (BWD) 05-2569, Rev. 15, dated June 19, 2013, is applicable to work performed under this Subcontract on the Hanford Site and adjacent areas by service occupations identified in the BWD. Service occupations that will be used in performance of this Subcontract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.

A copy of the Blanket Wage Determination is available at:  
<http://www.hanford.gov/pmm/page.cfm/Other>.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.dol.gov/compliance/laws/comp-sca.htm>.

### **G-6 PROPRIETARY DATA SUBMITTALS**

(H31) Rev. 1 3/14/2011

If Subcontractor submits any data which is considered to be "Proprietary Data," the document transmitting the data, or which contains the data, shall be boldly marked indicating that the data is considered proprietary.

### **G-7 DESIGNATION OF TECHNICAL REPRESENTATIVE**

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: Name/phone/mail stop/email: Debbi Isom / (509) 376-5625 / H7-33 / [Debra\\_A\\_Isom@rl.gov](mailto:Debra_A_Isom@rl.gov).

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

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

### **G-8 INTELLECTUAL PROPERTY**

(H44) Rev. 0 3/14/2011

Intellectual Property is defined as any one (1) or combination of the following forms of intangible property: patents, design patents, trademarks, trade names, service marks, trade dress, trade designs, trade secrets, copyrights, and licenses in any of the aforementioned forms of intangible property.

Subcontractor warrants and guarantees that: (i) title to all intellectual property and supporting data, materials, and equipment covered by any application for payment shall pass to the Government free and clear of any liens, claims, security interests, and encumbrances arising out of the work performed; and (ii) royalties and license fees for materials, methodologies, data, and systems constituting intellectual property have been paid; provided, however, that Subcontractor may withhold from delivery data characterized as "limited rights data" or "restricted computer software" and alternately deliver form, fit, and function data in lieu of the limited or restricted data themselves.

Subcontractor shall defend all suits or claims for infringement of any intellectual property rights developed for or secured on behalf of the Government and hold the Government harmless from any loss on account thereof.

### **G-9 REUSE OF LEASED IT ELECTRONIC EQUIPMENT**

(H116) Rev. 2 03/25/2013

In accordance with DOE Order 436.1, *Departmental Sustainability*, Buyer strives to reduce or eliminate environmental hazards, conserve environmental resources, minimize life-cycle cost and maximize operational sustainability through the incorporation of electronics stewardship practices thereby minimizing the economic and environmental impacts of managing toxic by-products and hazardous wastes generated in the conduct of site activities. Therefore, Buyer requires that at the end of the lease period, the equipment is to be reused, refurbished, donated, or recycled using environmentally sound management practices.



### G-10 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 SP-5, Special Provisions – On Site Services, as well as any other technical and ES&H or quality standard/procedure from the Buyer's 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.

### G-11 FEMP PURCHASES

(A47a) Rev. 1 03/25/2013

When purchasing commercially available, off-the-shelf energy-consuming products, products must use no more than one watt of standby power as defined and measured by

International Electrotechnical Commission (IEC) code 62301 or otherwise met FEMP specifications for low standby power consumption. If FEMP has not specified a standby power level for a product category, the item shall be the lowest standby power consumption available.

### G-12 ENERGY STAR

(A47c) Rev. 0 10/1/2009

When purchasing commercially available, off-the-shelf energy-consuming products, products must be Energy Star rated. See [www.energystar.gov](http://www.energystar.gov).

### G-13 BIOBASED PRODUCTS

(A47c) Rev. 1 2/3/2010

Buyer will give preference to acquiring Department of Agriculture designated biobased products. For more information to this program see [www.biopreferred.gov](http://www.biopreferred.gov).



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The following link provides a listing of the current designated products in this category:  
<http://www.hanford.gov/pmm/page.cfm/Biobased>

### **G-14 MINIMUM RECOVERED CONTENT REQUIREMENT**

(A48) Rev. 3 03/25/2013

In support of the Buyer preference to use environmentally conscious products associated with this procurement, any product(s) proposed under this Solicitation identified at <http://www.hanford.gov/pmm/page.cfm/EPA> must meet the recycle content level set forth therein.

Failure to meet these minimum levels may be grounds for a non-responsive proposal and not eligible for award. Signature on the face of this Solicitation specifically acknowledges compliance with this requirement.

At the conclusion of Construction Subcontracts with Buyer, the Subcontractor shall provide to the Buyer data on the quantity and dollar values of such products used on the resultant Subcontract. The Buyer form is available at <http://www.hanford.gov/pmm/page.cfm/Construction>.

### **G-15 SAFETY REQUIREMENTS**

The Subcontractor and its Subcontractors shall be responsible to comply with State, Federal, and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.

For onsite work, the Subcontractor shall perform work in compliance with facility-specific procedures and requirements documents applicable to the work area and On-Site Terms and Conditions (SP-5). All work activities will be conducted in accordance with approved site policies, plans and procedures.

The Subcontractor shall take appropriate action, up to and including stopping work, and immediately notify the BTR if an unplanned risk or hazard is discovered that is not covered by directions provided by Buyer. This action includes notifying the BTR if the work exposes their workers to hazards that require medical monitoring.

The Subcontractor shall identify a member of its staff as the "Designated Safety Representative". The Designated Safety Representative shall work cooperatively with the Buyer's Safety Advocate to:

1. Assure the Training Requirements Matrix is current;



2. Assure Subcontractor's employees comply with Environmental Safety Health and Quality (ESH&Q) requirements stated herein;
3. Assess Subcontractor's work for improvement opportunities, prepare corrective action plans, implement corrective actions in a timely manner, and track deficiencies and actions until satisfactorily closed using Buyer's Corrective Action Management System;
4. Perform Subcontractor's corporate reporting requirements, as necessary; and
5. Assist Buyer's Safety Advocate with incident and accident investigations.

### **G-16 ELECTRICAL SAFETY REQUIREMENTS**

Unless otherwise approved by Buyer, all electrical control panels and electrical equipment [a general term including material, fittings, devices, appliances, luminaries (fixtures), apparatus, and the like, used as a part of, or in connection with, an electrical installation] delivered or brought onto the site in performance of this subcontract must be listed or labeled by an organization currently recognized by OSHA as a nationally recognized testing laboratory (NRTL).

### **G-17 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CERTIFICATION**

This Subcontract will require (1) access to classified matter; (2) access to Special Nuclear Material; (3) responsibilities for safeguarding \$5M+ of government property; and/or (4) unescorted access to a limited/protected area, therefore a FOCI determination will be required in order to grant a security clearance for this subcontract.

The Subcontract award may be delayed until a satisfactory FOCI determination is received from the Department of Energy. The successful OFFEROR is then granted a facility clearance. The Subcontractor must resubmit a FOCI package once every five years or submit changes sooner if significant changes in ownership, control, or influence occur.



**SECTION H – SUBCONTRACT CLAUSES**

**H-1 LIMITATION OF LIABILITY – SERVICES**

(I36) Rev. 0 3/14/2011

1. 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), the 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.
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, 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 contracting parties, in all lower-tier subcontracts over \$25,000.



## H-2 INFORMATION SECURITY INSURANCE COVERAGE

In addition to insurance coverage described in Special Provisions (SP-5) – On Site Services, Subcontractor shall obtain, at Subcontractor's expense, and keep in effect during the term of this Subcontract, Professional Liability Insurance. The insurance shall cover any damages caused by an error, omission or any negligent act of the Subcontractor, its subcontractors, agents, officers, or employee's performance under this Agreement. Combined single limit per claim shall not be less than \$1,000,000.00. Annual aggregate limit shall not be less than \$2,000,000.00.

Subcontractor shall include Buyer as a Vicarious Insured entity under the Professional Liability Insurance policy.

## H-3 OPERATING LEVEL AGREEMENT (OLA)

### 1. INTRODUCTION

In accordance with Section 2, Purpose of Operating Level Agreement below, MSA, [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] shall enter into the Operating Level Agreement. This Operating Level Agreement outlines the purpose, proposed guidelines and enforcement measures that shall govern the creation of the Operating Level Agreement. The Operating Level Agreement will be created in accordance with the Transition Plan, which the Parties expect will be no later than 30 days following execution of [OFFEROR]'s agreement with Service Provider #2. The goals of the Operating Level Agreement are to: (1) set forth a framework that describes how the Services performed by [Information Management Support Services Subcontractor] and the services performed by [Field Services Subcontractor] are interrelated; (2) create a structure for collaboration among the OLA Parties; and (3) create a structure for accountability to meet service and service level obligations set forth in the Agreements with each Service Provider. [Information Management Support Services Subcontractor] and [Field Service Subcontractor] are sometimes hereinafter jointly referred to as the "OLA Providers" or "OLA Parties".

### 2. PURPOSE OF OPERATING LEVEL AGREEMENT.

[OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] will negotiate, in good faith, to enter into a tripartite Operating Level Agreement with the purpose of achieving the following:

- 2.1 Identify the "dependent" and "responsible" parties for each component of interdependent scope and acknowledge the interdependencies of the Service Levels and Designated Services with the services provided by each party;





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- 2.2 Agreeing upon the responsibilities of [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] relating to such interdependencies that will allow for seamless service delivery to MSA;
- 2.3 Identifying demarcation lines between the technical scopes for service and service level responsibility among the OLA Parties;
- 2.4 Creating processes and responsibilities for root cause analyses;
- 2.5. Ensuring that [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] will share confidential information with one another, as necessary, to resolve problems and enhance the overall service delivery quality to MSA, subject to the Parties' agreement to maintain the confidentiality of such information; and
- 2.6. Creating governance processes and procedures geared toward cooperation, which will be coordinated through the MSA. At a minimum, [OFFEROR] will present information at periodic program reviews at which [OFFEROR] and the OLA Providers will address any cross vendor concerns and to foster partnering between each other.

### **3. CERTAIN AGREED UPON METHODS TO IDENTIFY INTERDEPENDENCIES**

The OLA will include a methodology by which the OLA Parties will identify interdependencies with respect to delivery of the Designated Services under their Agreement(s). As part of that methodology:

- 3.1. Each OLA Party will identify, in an Attachment to each subcontract, the significant dependencies between the responsibilities of [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor];
- 3.2. Where an OLA Provider that has responsibility for a Service or Service Level under its agreement (the "Responsible Service Provider") identifies dependencies upon the other OLA Provider (the "Dependent Service Provider"), the Dependent Service Provider will verify the dependencies cited by the Responsible Service Provider;
- 3.3. The OLA Providers will negotiate the terms of dependencies where there is disagreement over the dependencies; and



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- 3.4. The OLA Providers will identify operational and service delivery touch-points between their responsibilities and document how they will interact with each other with respect to those touch-points. On the basis of that analysis, the OLA Providers will develop for use in the Operating Level Agreement an activity/responsibility matrix that identifies each OLA Provider's support responsibilities, support hand-off points, time frame commitments for responding to support requests from the other Service Provider, escalation processes, and points of contact.

### **4. ROOT-CAUSE ANALYSES AND SERVICE LEVEL CREDITS**

- 4.1. Unless and to the extent that the Dependent Service Provider is excused from performance under the Dependent Service Provider's agreement with [OFFEROR], at any time that a Dependent Service Provider fails to meet a dependency related to a Service Level under the Responsible Service Provider's agreement with [OFFEROR] that results in a failure of the Responsible Service Provider to meet the Expected Criteria for such Service Level, then:
- (a) The Dependent Service Provider shall conduct a root cause analysis, with the support of the Responsible Service Provider, to determine the cause of the failure and provide a copy of the root cause analysis and a briefing to MSA for approval;
  - (b) The party responsible for the failure as determined through the root cause analysis will develop and perform a Corrective Action Plan (CAP) to remedy the cause of the failure;
  - (c) If the party responsible for the failure either fails to create or fails to perform the CAP, then the responsible party may be subject to the penalty, up to and including termination, in accordance with the terms of its subcontract with MSA;
  - (d) This section does not relieve the Dependent Service Provider from their contractual responsibilities to provide services in accordance with their subcontract.

### **5. DISPUTE RESOLUTION**

- 5.1 The Service Providers signatory to this agreement will use their best efforts to resolve all interdependency issues or conflicts between themselves. Service Providers shall immediately notify MSA of any issues or conflicts that could in any way impact Content and Records Management services being provided under the Service Provider Subcontracts. MSA will immediately call for a meeting to



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resolve any unresolved issues or conflicts between the Service Providers. MSA will notify each of the Service Providers of its decision regarding the issue or conflict, which decision shall be final.

- 5.2 The Service Providers signatory to this agreement acknowledge and agree that any final decision which may be necessitated under this provision shall not be evidence of any claim of entitlement under the Service Provider Subcontract, and each signatory service provider agrees to waive any claim, right, or cause of action or any kind whether in contract, tort or otherwise as a result of MSA's final determination regarding any interdependency dispute between the Service Providers.

### **SECTION I – LIST OF DOCUMENTS, FORMS, AND OTHER ATTACHMENTS**

The provisions, forms, documents and attachments listed below 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.

#### **Attachment 1 - STATEMENT OF WORK, INFORMATION MANAGEMENT SUPPORT SERVICES**

#### **Attachment 2 - PRICE SCHEDULES**

Fixed Price  
Fixed Unit Rate  
Time & Material  
Hourly Labor Rate

#### **Attachment 3 - GENERAL PROVISIONS FOR COMMERCIAL ITEMS**

#### **Attachment 4 - GENERAL PROVISIONS FOR FIXED PRICE ITEMS (APPLIES TO LINE ITEM 1 AND LINE ITEM 2)**

#### **Attachment 5 - GENERAL PROVISIONS FOR SUBCONTRACTED LABOR (APPLIES TO LINE ITEM 2 AND LINE ITEM 3)**

#### **Attachment 6 - SPECIAL PROVISIONS - ON-SITE SERVICES**

#### **Attachment 7 - SPECIAL PROVISIONS - SOFTWARE**

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**ATTACHMENT 1- CONTENT AND RECORDS MANAGEMENT  
STATEMENT OF WORK**

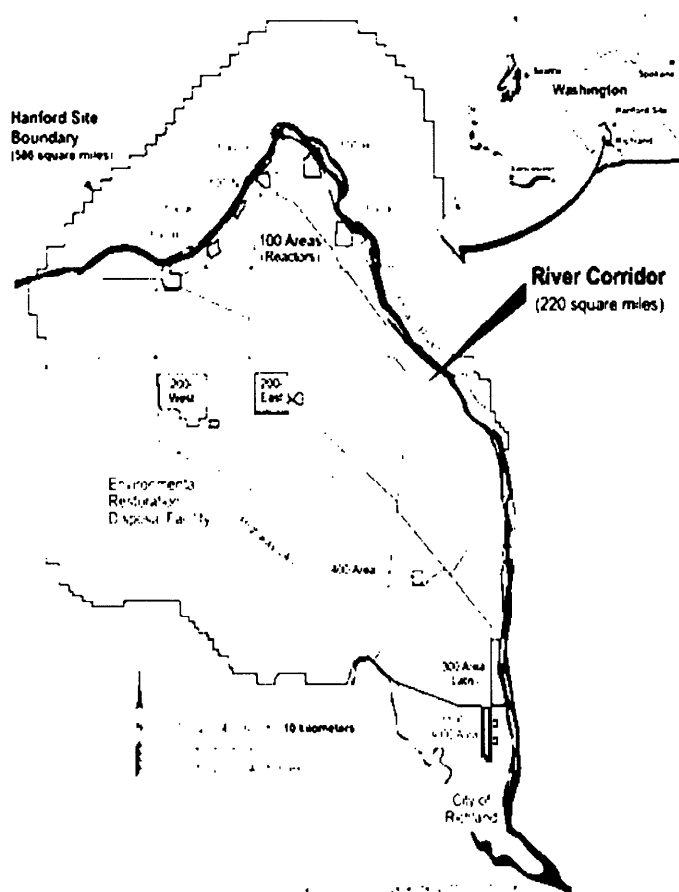
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## Content and Records Management Statement of Work

**INTRODUCTION**

This Statement of Work (SOW) encompasses the base scope of work to be furnished by the Subcontractor to the Mission Support Alliance Information Management (MSA IM) organization for Content & Records Management support services at the Hanford Site. The Subcontractor support services includes Content & Records Management support services for the U.S. Department of Energy (DOE), their contractors, and other tenants performing work in support of the Hanford Site cleanup mission. The primary goal of this subcontract is to support and enable the successful execution of the Hanford mission and associated activities by providing effective, efficient, and innovative Content & Records Management solutions.

Figure 1. Hanford Site.



MSA Content & Records Management organization considers the Subcontractor a critical partner in providing and maintaining a portfolio of Content & Records Management services that adds value to the Site business process while securely protecting and delivering needed information.

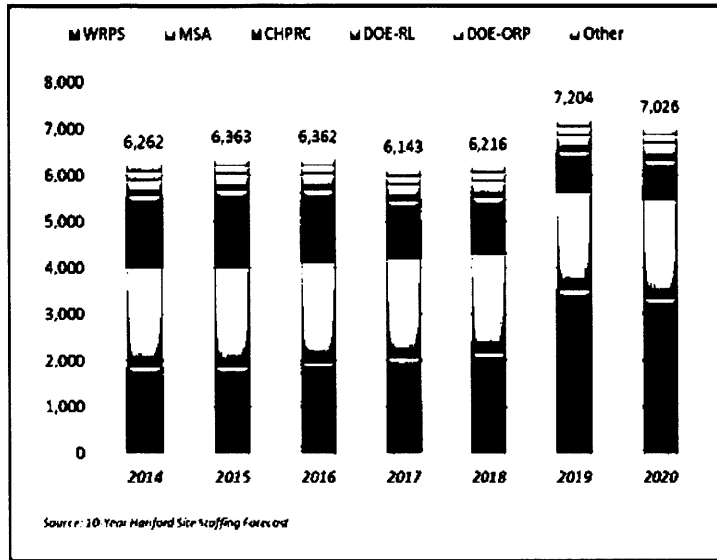
Mission Support Alliance, LLC (MSA) is the U. S. Department of Energy Richland Operations Office's (DOE-RL) prime contractor performing the Hanford Site's Mission Support Contract (MSC). Under the MSC, MSA provides direct support to DOE and its prime contractors with cost-effective Content & Records Management services integral and necessary to accomplish the Hanford Site environmental cleanup mission. The Hanford Site is approximately 586

square miles and located in southeastern Washington, as shown in Figure 1.

MSA's scope includes five primary functions: 1) Safety, Security and Environment; 2) Site Infrastructure and Utilities; 3) Site Business Management; 4) Portfolio Management; and 5)

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## Content and Records Management Statement of Work

**Figure 2. Employee Population Supported by IM/IT.**

WRPS-Washington River Protection Solutions LLC | MSA-Mission Support Alliance, LLC | CHPRC-CH2M HILL  
Pateau Remediation Company | DOE-RL-DOE Richland Operations Office | DOE-ORP-Office of River Protection

Information Resource and Content Management, which includes Information Management/ Content & Records Management services.

**Subscriber Demographics**

The population base of MSA IM organization subscribers consists of two DOE offices, three large prime contractors, the prime contractors' subcontractors, and other tenants with smaller employee counts executing work in support of the Hanford Site mission (Figure 2). The ratio of office workers to non-office workers is 68 percent and 32 percent respectively, and projected to remain stable through fiscal year (FY) 2020.

**IM Service Demographics**

The employee base shown in Figure 2 uses various MSA IM Content and Records Management services based on their specific mission and business processes. Table 1 shows the approximate number of service requests processed on an annual basis for Content and Records Management. In addition the Hanford Site manages approximately 8 million electronic records.

**Table 1. Various Annual Service Requests**

| Request Vehicle                | Description  | Annual Average Request  |
|--------------------------------|--|---|
| Content and Records Management | Average number of requests processed by Content and Records Management | 816,904 Electronic records captured<br>2,500 Boxes received in local Record Holding Area (RHA)<br>2,500 Boxes shipped to Federal Record Center (FRC) in Seattle<br>250K Records scanned<br>24,086 Documents released for configuration management<br>212,815 Pages reviewed for public release<br>19,982 Record inquiries or support request calls<br>17,145 Record inquiries or support request emails |

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**Acronyms and Abbreviations (2 Pages)**

| <b>Acronym</b> | <b>Acronym Expanded</b>   |
|----------------|---|
| AR             | Administrative Records  |
| ATL            | Advanced Technologies and Laboratories                              |
| BTR            | Buyers Technical Representative                                     |
| CAM            | Corrective Action Management  |
| CHPRC          | CH2M HILL Plateau Remediation Company                               |
| COTS           | Commercial off-the-shelf  |
| DMCS           | Document Management & Control System                                |
| DoD            | U.S. Department of Defense  |
| DOE            | U.S. Department of Energy   |
| DOE-OSTI       | Department of Energy Office of Scientific and Technical Information |
| DOE-RL         | Department of Energy Richland Operations Office                     |
| DR/COOP        | Disaster Recovery/Continuity of Operations Planning                 |
| EEOICPA        | Energy Employees Occupational Illness Compensation Program Act      |
| ERA            | Electronic Records Authorization                                    |
| FRC            | Federal Record Center   |
| FTE            | Full Time Equivalent  |
| GSA            | General Services Administration                                     |
| HDNS           | Hanford Document Numbering System                                   |
| HIRS           | Hanford Integrated Records Schedule                                 |
| HISI           | Hanford Information System Inventory                                |
| HPMC           | Hollie P. Mooers Corporation  |
| IDMS           | Integrated Document Management System                               |
| IIF            | Issue Identification Form   |
| IM             | Information Management  |
| IT-SMS         | Information Technology Service Management System                    |
| KPIs           | Key Performance Indicators  |
| MSA            | Mission Support Alliance  |
| MSA IM         | Mission Support Alliance Information Management                     |
| MSA IT         | Mission Support Alliance Information Technology                     |
| MSC            | Mission Support Contract  |
| NARA           | National Archives and Records Administration                        |
| NIOSH          | National Institute for Occupational Safety and Health               |
| O&M            | Operations & Maintenance  |
| OCR            | Optical Character Recognition                                       |

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**Acronyms and Abbreviations (2 Pages)**

| <b>Acronym</b> | <b>Acronym Expanded</b>                         |
|----------------|---|
| OCRWM          | Office of Civilian Radioactive Waste Management |
| OHC            | Other Hanford Contractors                       |
| OLA            | Operating Level Agreement                       |
| OS             | Operating System                                |
| OSTI           | Office of Scientific and Technical Information  |
| PDF            | Portable Document Format                        |
| PDW            | Public Document Website                         |
| PII            | Personally Identifiable Information             |
| PIR            | Public Information Repository                   |
| PMI            | Project Management Institute                    |
| PMO            | Project Management Organization                 |
| QA             | Quality Assurance                               |
| QC             | Quality Control                                 |
| RHA            | Record Holding Area                             |
| RIDS           | Records Inventory and Disposition Schedule      |
| RIM            | Records & Information Management                |
| RIMScan        | Records and Information Management Scanning     |
| RMAP           | Records Management Access Portal                |
| ROM            | Rough Order of Magnitude                        |
| RTF            | Record Transfer Form                            |
| SCR            | System Change Request                           |
| SITS           | Security Issues Tracking System                 |
| SME            | Subject Matter Expert                           |
| SOW            | Statement of Work                               |
| SQL            | Structured Query Language                       |
| STI            | Scientific and Technical Information            |
| TPA            | Tri-Party Agreement                             |
| WCH            | Washington Closure Hanford                      |
| WRPS           | Washington River Protection Solutions LLC       |



## **1.0 PROGRAM AND PROJECT MANAGEMENT SUPPORT SERVICES**

### **1.1 Program Management Office**

#### **Objective**

The Subcontractor shall provide support to the Mission Support Alliance (MSA) Content & Records Management organization as defined in this statement of work (SOW) to enable the successful execution of the Hanford mission and associated activities by providing effective, efficient, and innovative information and records management solutions for the DOE, the Hanford Site contractors, and other tenants doing business on the Hanford Site.

#### **Business Expectations**

The Subcontractor is expected to support the MSA Information Management (IM) Content & Records Management organization in the operation and management (O&M) of the Hanford Site's Content & Records Management program. This includes, but is not limited to:

- Content & Records Management support services
- Technical Editing and Technical Writing support services
- Document Control and Information Clearance support services.

The MSA IM Content & Records Management organization expects the Subcontractor to support them in expanding the use of Content and Records Management as commercial services when prudent and approved by MSA. This includes, but is not limited to:

- Reducing the unit and overall cost of commodity Content and Records Management services at Hanford
- Developing Content and Records Management services that reduce costs, support cleanup efficiency, security, and worker safety that can be shared by all contractors on the Hanford Site
- Identifying more efficient and environmental friendly ways to manage Content and Records Management services
- Expanding usage-based cost models that have predefined services and rates
- Providing strategic and tactical advisory support on emerging Content and Records Management capabilities, services and requirements
- Expanding the use of virtual services to reduce costs.

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**Scope**

The Subcontractor shall provide adequate qualified staff with the skills to perform the work activities as defined in this SOW, including understanding current and future Content and Records Management trends.

The Subcontractor shall provide the necessary “skilled staff” to plan and implement IM Content & Records Management solutions that are customer-aligned, and that leverage industry best practices for the benefit of the customer. The Subcontractor labor rates shall include the costs to keep their staff current on emerging and changing Content and Records Management through conferences and training.

The Subcontractor shall provide the following program management operation and maintenance requirements as applicable to each section of the SOW.

- Interface with Hanford Site IM Content & Records Management subscribers and external customers regarding operations and maintenance solutions and issues
- Schedule any work that interrupts or adversely impacts a significant portion or essential function of a service or system outside of the Site’s normal working hours
- Provide fully qualified individuals including on-call support outside of normal working hours to resolve a major issue, and dispatch to the Site as necessary to satisfy MSA commitments and requirements
- Ensure the implementation of any new solutions or processes executed under this contract operate at or better than the current performance
- Provide data call requests, operations, maintenance, project and performance status reports and submittals, including associated reviews, as directed by MSA
- Provide technical recommendations and support for MSA acquisition of hardware, software and other purchase services that align with Hanford Site fiscal year budget planning cycles
- Use the MSA supply chain system for ordering and obtaining software, equipment and Cservices purchased, following MSA approval
- Assign, track, update status, and coordinate the final completion of corrective actions in MSA’s Security Issues Tracking System (SITS) and Issue Identification Form (IIF) Corrective Action Management (CAM) systems



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### **Content and Records Management Statement of Work**

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- Notify the MSA Contract Specialist, the MSA Master Buyers Technical Representative (BTR), and the assigned MSA BTR overseeing applicable scope when a metric has been updated and posted to the IM Dashboard or other designated share area
- Actively participate and support the MSA Technical Baseline Change process as it relates to each section of the SOW.

The Subcontractor shall provide the following program management planning functions applicable to the scope in each section of this SOW.

- Identify IM Content & Records Management investment opportunities that Hanford Site cleanup contractors can use to increase their productivity
- Collaborate with MSA in the development and/or modernization of IM Content & Records Management solutions to better meet Hanford Site business needs
- Review and provide assessments of new or changing requirements, including external and internal influences that will affect Content and Records Management.

The Subcontractor shall provide the following program management strategic and technology roadmap support services for products and service as applicable to each section of this SOW as they mature through their lifecycle.

- Assist MSA in anticipating and reacting to major Content and Records Management changes
- Identify products or service that can be acquired as a usage based service, and if approved, assist in the conversion
- Identify, recommend and implement when approved, IM Content & Records Management solutions that improve performance of Hanford Site business processes, integrate record information into business processes, and/or simplify compliance reporting requirements
- Support MSA in the development of strategic plans, objectives, and measurements; provide progress reporting on those objectives and measurements.

The Subcontractor shall provide the following project management disciplines using a graded approach that varies based on the size and complexity of the scope being executed.

- Work with MSA to develop a common understanding for defining projects, tasks and actions, and the amount of management rigor required for each category
- Support the management and reporting requirements for projects, tasks and actions

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- Develop and execute a standard project management methodology for IM Content & Records Management projects from project concept to execution.

The Subcontractor shall enter into good faith negotiations with the MSA Information Management Subcontractor to establish an Operating Level Agreement (OLA) for providing and acquiring support from each MSA Subcontractor respectively. See Terms and Conditions for OLA requirements.

**Service Demands**

The Subcontractor shall provide all management, technical, administrative and subject matter experts (SMEs) to support the general requirements as they apply to each section of the SOW. General SOW requirement demands as defined in this section are typical for a Records program with the scope, size and complexity of Hanford.

**Deliverable**

Deliverables will be identified in each section of the SOW as applicable to that section.

**Subcontractor Performance Measurements**

MSA intends to have quarterly IM Content & Records Management performance reviews with the Subcontractor. The performance reviews provide a structured format (scorecard) for constructive feedback on Subcontractor service performance. It also provides an opportunity for the Subcontractor to provide constructive feedback to MSA on business process improvements.

The services under this subcontract directly support the DOE and mission contractors; because Content & Records Management services are integral to the environmental cleanup mission at Hanford, performance focus will be weighted toward delivering value-added quality Content and Records Management services. The performance evaluation scorecard will contain both objective and subjective feedback to maximize the efficiency and effectiveness of the Content and Records Management services delivered to improve the value to the cleanup mission and business relationships with the end users. The following strategic areas are the key focus points:

- Enable contractors to achieve their cleanup mission by providing reliable IM Content & Records Management services
- Enable site contractors to reduce costs of site cleanup by leveraging new or improved IM Content & Records Management services
- Deliver services that support customer key milestones and regulatory commitments
- Realize efficiencies by consolidating, integrating, and centralizing IM Content & Records Management services

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- Maintain high standards for workmanship safety and information management
- Provide leadership, particularly Key Personnel, in addressing issues, maintaining high levels of end user satisfaction, professionalism, and cooperation when interfacing with MSA counterparts and MSA customers.

The performance scorecard will be based on the following objective ratings.

- **Excellent:** Subcontractor has exceeded almost all of the overall cost, schedule, and technical performance requirements; performs quality work; is highly professional and works in safe manner; proactively takes an aggressive approach in identifying problems and solves problems with very little, if any, MSA involvement.
- **Very Good:** Subcontractor has exceeded many of the overall cost, schedule, and technical performance requirements; performs quality work in a safe manner with limited, low-impact rework within normal expectations; problems are usually self-identified and Subcontractor demonstrates an aggressive approach that is self-initiated to solve the problems with minimal MSA involvement.
- **Good:** Subcontractor has exceeded some of the overall cost, schedule, and technical performance requirements; performs quality work in a safe manner; performance problems are self-identified and solves basic problems without requiring MSA involvement; some re-work required has unfavorably impacted cost and/or schedule.
- **Satisfactory:** Subcontractor has met overall cost, schedule, and technical performance requirements; demonstrated some difficulty solving basic problems; some rework required has unfavorably impacted cost and/or schedule; MSA involvement is required with problem resolutions.
- **Unsatisfactory:** Subcontractor has failed to meet overall cost, schedule, and technical performance requirements of the contract; does not demonstrate an emphasis on performing quality work in a safe manner; is unable to solve problems without MSA involvement; excessive rework required with significant unfavorable impact on cost and/or schedule.

In the context of performance gaps, service demands, and industry trends, the quarterly reviews will establish path forward objectives and actions, and identify future investment strategies.



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**1.2 Business Services****1.2.1 Business Service Center Interface****Objective**

The Subcontractor shall use the MSA IT Service Management System (IT-SMS) for managing all work scope within this SOW, including records support requests, tracking performance, managing assets, capturing service billing information and for requesting services from the MSA IM Subcontractor.

**Business Expectations**

MSA expects the Subcontractor to recommend and support MSA in the continuous improvement of Content & Records Management services and use the MSA IT-SMS for MSA billing and service expense management capabilities, service provisioning processes, risk management, and determining Site service demands. The IT-SMS will track record service performance, managing IT requests and capturing service billing information that will allow MSA to reconcile the Subcontractor invoices. The goal is to:

- Simplify customer request for service processes
- Improve auditing and error detection capabilities for all service activity, particularly those related to invoices and billing
- Increase the quality and accuracy of all service related activity
- Improve visibility and understanding of IM Content & Records Management costs
- Consolidate enterprise-wide service and records inventories, ordering and billing processes.

To minimize expenses and interface complexity, the MSA IM organization expects the Subcontractor to use the MSA IT-SMS to manage enterprise records technology, resources, and services. The IT-SMS will be used by MSA to manage, track, audit, and bill end user organizations for IM Content & Records Management services. The IT-SMS is also used to provide IM Content & Records Management service demands by end user, by organizations, and by company. The Subcontractor's use of the MSA IT-SMS is vital to MSA establishing a closed loop, "order to chargeback" process across the entire enterprise.

**Scope**

The MSA IT-SMS, and associated service catalog, shall be used by the Subcontractor to capture all service requests for Content and Records Management services.

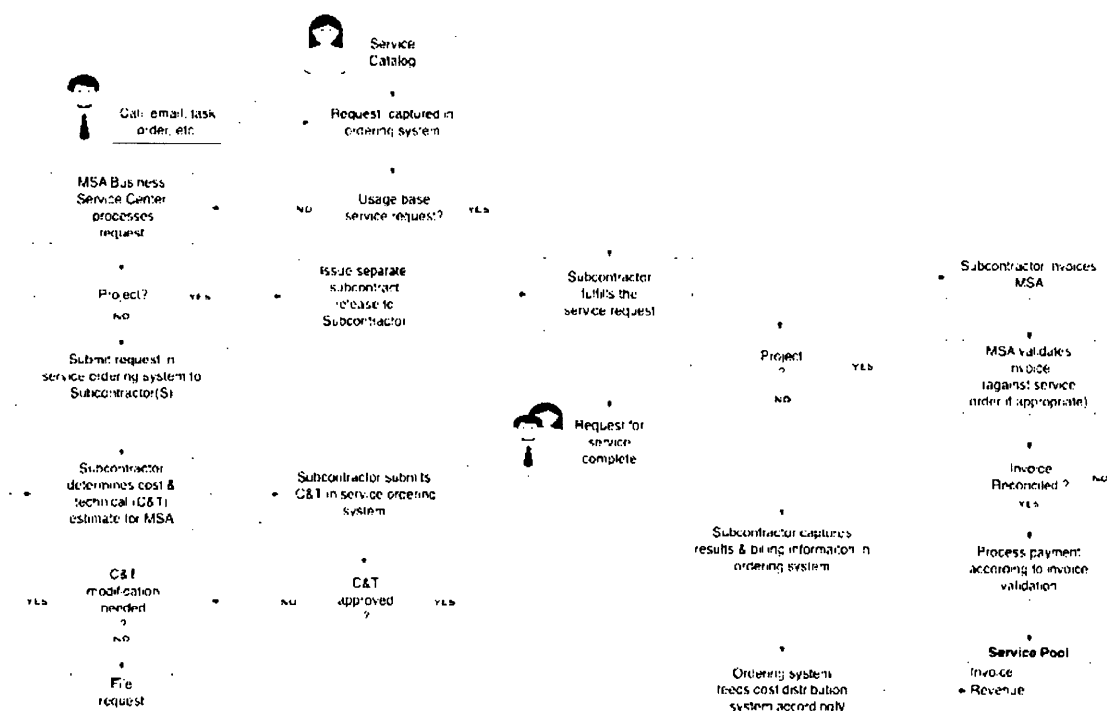
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The goal is to jointly use the MSA IT-SMS to capture service requests, document service and manage service provisioning data, provide cost estimates, track service response times, and track the accuracy of service and cost estimates.

In the execution of day to day work activities the Subcontractor shall ensure the MSA IT-SMS and associated databases that store key information are kept current with changes to the entire service provisioning and expense recovery processes under their control. This includes information pertaining to departmental billing information. The Subcontractor will support MSA to ensure business processes and the MSA IT-SMS database(s) are current and accurate.

The Subcontractor shall provide automated and manual data entry support, and system integration support to populate the MSA IT-SMS with actual hours expended and material used when applicable. The Subcontractor data entry identifies the services provided and will be used by MSA to distribute cost to applicable end user organizations. In addition, data entry must be capable of tying back to service requests in the MSA IT-SMS for MSA to reconcile and justify Subcontractor invoices. Figure 1 below provides a high level workflow of the MSA IT-SMS process and Subcontractor interfacing requirements.

**Figure 1. MSA IT-SMS Process**



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The Subcontractor's support associated with using the MSA IT-SMS shall include the following:

- Capturing, retaining, and processing expense and chargeback information for MSA
- Processing to MSA and tracking the ordering of services
- Managing equipment inventories and services, and software licensing if applicable, to IM Content & Records Management
- Establishing and managing performance and service level agreements
- Reconciling charge-back/cost distribution information against invoices
- Using system data for auditing contractual commitments, billing, and service level performance
- Providing IM Content & Records Management service expenses, and performance data in usable formats
- Managing Web service portal interfaces to automate service requests, establish automated approval processes, and provide customer order status and billing information
- Posting service demand, system and service performance for the MSA Dashboard
- Providing spreadsheets and graphical views of all services and assets: by locations, by system, by company, by organization, or by user in accordance with the capabilities of MSA IT-SMS
- Identify and support the automation of IM Content & Records Management processes.

**Service Demands**

The below table shows the approximate number of various service requests processed annually.

**Table 1. Various Annual Service Requests**

| <b>Request Vehicle</b>         | <b>Description</b>   | <b>Annual Average Request</b>   |
|--------------------------------|--|---|
| Content and Records Management | Average number of requests processed by Content and Records Management | 816,904 Electronic records captured<br>2,500 Boxes received in local Record Holding Area (RHA)<br>2,500 Boxes shipped to Federal Record Center (FRC) in Seattle<br>250K Records scanned<br>24,086 Documents released for configuration management<br>212,815 Pages reviewed for public release<br>19,982 Record inquiries or support request calls<br>17,145 Record inquiries or support request emails |



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#### **Deliverables**

- Monthly
  - Service performance reports showing number of service requests received and processed; the average start and finish duration from receipt of request
  - Invoice reconciliation reports, including correction statistics for process improvements.
- Quarterly
  - Summary of the monthly report with one-page analysis on trends and corrective actions if applicable.
- Annually
  - Summary report of yearly activities, trends and inventories with two-page analysis on service gaps and recommended path forward.

#### **Subcontractor Performance Measurements**

The Subcontractor's performance in support of the Business Service Center will be based on the following categories and measured by:

- Utilization of MSA IT-SMS and online service request process
- Order accuracy as it relates to scope delivered, cost and schedule estimates compared to actuals, service response times and invoice alignment with service order entries
- Quality of recommendations to reduce costs, improve delivery cycles and organizational performance

#### **1.2.2 Project Management Support Services**

##### **Objective**

The Subcontractor shall manage IM Content & Records Management projects within a disciplined project management organization (PMO) approach that uses industry best practices; such as those defined by the Project Management Institute (PMI®).

##### **Business Expectations**

The Subcontractor IM Content & Records Management PMO should:

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- Provide overarching accountability and oversight of IM Content & Records Management projects
- Ensure projects align to MSA and mission expectations and are executed from a program management perspective
- Develop and execute a standard project management methodology for IM Content & Records Management projects using a graded approach from project concept to execution, change control, closeout, operations, cost, maintenance planning, and reporting requirements
- Facilitate cross-functional and cross-organizational communication, coordination, and collaboration
- Integrate IM Content & Records Management activities with IT governance and management practices that are scalable and repeatable from a project management perspective
- Consistently deliver IM Content & Records Management projects within defined scope, schedule, and cost baselines
- Establish communications, accountability, and reporting among the sponsor, project staff, and various project stakeholders.

The goal is successful execution of the project management work scope that will ensure cost and schedule efficiency while minimizing programmatic risks.

**Scope**

The Subcontractor will effectively and efficiently implement the requirements as set forth by MSA to provide a structured, consistent, and integrated standard approach to managing IM projects. The Subcontractor shall use a formal and methodical progression for project management that applies standards, applicable to the work being executed, as set forth by the:

- PMI
- MSA procedures and policies as applicable.

The Subcontractor shall provide a dedicated Key individual to manage and directly interface with the MSA IM Content & Records Management Program/Project Management office. The Subcontractor's Key individual shall ensure that project management practices used in the performance of work include the development of project management plans, acceptable schedules, baselines, disciplined change control processes, and service level agreements, as requested.

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The Subcontractor shall provide the appropriate project management personnel for the types of IM Content & Records Management services defined in the SOW. MSA Content & Records Management projects, including the project management support, will be funded through separate releases to the Subcontractor. MSA project management personnel shall also manage releases to the Subcontractor that don't require the full project management rigor but do require tracking costs, schedule, performance, and reporting. The Subcontractor, therefore, is expected to use a graded approach to project management that balances the complexity and size of an activity with an appropriate amount of management rigor needed to ensure successful execution.

**Service Demands**

For resource planning purposes the MSA IM Content & Records Management has approximately 1-3 projects annually (\$100K to \$200K) that require significant tracking and reporting; and approximately 3-5 tasks or service requests annually (\$50K to \$99K) that require a high level of management and routine status reporting; and approximately 3-4 tasks or service requests annually (\$30K to \$49K) that require random or reduced status reporting. Additionally, approximately 2-3 tasks or service requests (\$10K and below) are processed and managed through the service order or procurement system and status is part of the weekly reports, therefore they do not require additional project management rigor or reporting.

**Deliverables**

The Subcontractor shall provide:

- An explanation of the Project Management methodology and Key Personnel with the proposal, and a more detailed plan that depicts the Subcontractor Project Management approach within 60 days following contract award
- A bi-monthly project review meeting that identifies progress, concerns, and issues and compares actual costs to planned costs. The review should cover the following key topics:
  - Accomplishments to date
  - Planned activities to be completed
  - Critical risks and issues
  - Topics that require decision by MSA or other key stakeholders
  - Measurement of project performance against baseline (metrics)
- Cost and schedule estimates based on MSA format.

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For each specific project, the Subcontractor shall provide the following information using a graded approach, or details as agreed upon between the Subcontractor PMO and MSA PMO:

- Project management plan
- Project assumptions and risks
- Project acceptance criteria
- Approved change requests
  - The Subcontractor shall identify and document changes to the scope, cost, or schedule from the original estimates
  - MSA approval is required before implementing any changes which will impact project acceptance criteria, cost or schedule.

Specific deliverables for each project will be defined on an individual case basis.

**Subcontractor Performance Measurements**

The Subcontractor's performance in support of Project Management Services will be measured on the following:

- Quality of the project management plans and status reporting
  - Work is completed and delivered within 5% of budget and schedule baseline
  - Implementation schedules reflect internal and external influences and requirements
  - Reporting demonstrates transparency in project performance and execution efficiency
- Consistency in following the approved Project Management Plan as accepted by MSA, for all projects
- Extent to which project management and technical information and support is provided, as necessary in all the disciplines and services identified within this SOW
- Delivery of IM Content & Records Management projects within defined scope, schedule, and cost baselines.

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**1.2.3 Performance and Demand Management****Objective**

The Subcontractor shall compile and submit performance measurements of the overall IM Content & Records Management Program, and at individual scope levels, to allow MSA to assess whether the correct processes are being performed and desired results are being achieved.

**Business Expectations**

Performance and demand management provides MSA and the Subcontractor a method of identifying performance metrics and scoring indicators for MSA Content & Records Management Services, monitoring the execution of the services provided, and adjusting activity to achieve exceptional customer service or remedy poor performance. To better manage and forecast the needs of customers at Hanford, performance and demand management metrics will be evaluated on an incremental basis for the various services provided and will serve as baselines from which MSA will evaluate the Subcontractor.

**Scope**

The Subcontractor shall present MSA with performance and service data, scorecards, and other reports for evaluating adequate performance. The following elements define the various reporting requirements and will be performed at intervals as described in the deliverables section.

- Performance Management
  - Program Reviews
  - Project Reviews
  - Performance Review and Scorecard
  - Key Performance Indicators (KPIs) for each service area
  - Customer satisfaction surveys
  - Overall system and service performance
  - Service Level Agreements as defined in each applicable area of scope, with agreed upon levels of acceptance
  - Operation Level Agreement performance and issues (part of program review)
  - Input into IT Dashboard with information as identified by MSA
  - Others as determined by MSA and/or the Subcontractor.



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- Demand Management
  - Statistics with trends including such areas as:
    - Records processed (electronic and hard copy)

The Subcontractor shall capture and report on a weekly, monthly, quarterly and annual basis as identified in deliverables section.

**Service Demands**

Scorecard and other reporting requirements as listed in deliverable section.

**Deliverable**

Below are the deliverables tied to the performance and demand management requirements.

**Table 2. Performance and Demand Management Deliverables**

| <b>Document Title/Description</b>  | <b>Delivery Method</b> | <b>Format</b>       | <b>Approvals &amp; Review Times</b>                                 | <b>Submittal Interval</b> |
|--|------------------------|---------------------|---|---------------------------|
| Billing/Invoice Report:<br>Monthly report showing total value of work executed under contract.     | Dashboard Posting      | SharePoint<br>Excel | BTR approval required on reporting format                           | Monthly                   |
| IT Program Review:<br>Executive overview of Content & Records Management Operation and Maintenance | Meeting                | Power Point         | For information only  | Monthly                   |
| Performance Review:<br>Review Service Performance and Scorecard                                    | Meeting                | Power Point         | Provided by BTR's with Subcontractor input.<br>For information only | Quarterly                 |

**Subcontractor Performance Measurements**

The Subcontractor's performance in support of Performance and Demand Management will be measured on the following:

- Reporting on criteria identified in each section of SOW and meeting performance acceptance in those areas
- Reporting on performance with consistency and accuracy

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- Finding business processes improvements and resolving performance gaps through the use of constructive feedback and cooperation.

### 1.3 Technical Services

#### 1.3.1 Technical Baseline Change Management

##### **Objective**

The Subcontractor shall support MSA technical baseline change management process to ensure that standardized methods and procedures are used for efficient handling of all contractual and technical changes.

##### **Business Expectations**

The MSA Information Management organization has an established technical baseline change management process to govern contractual (scope, cost, schedule) and technical (software and hardware, applications and infrastructure) changes according to the subcontract. The goal is to minimize user impact associated with system, application, and service changes, and to document configuration and contract changes, including changes to task order releases. MSA expects the Subcontractor to use the following change management process.

##### **Contractual Changes (Out of Scope)**

The Subcontractor SOW changes are processed as defined in the terms and conditions. Either party may initiate an SOW subcontract change they feel is warranted. Subcontractor initiated SOW changes will be processed through the BTR. If the BTR agrees with the change, the BTR will prepare a Contractor Change Request through the MSA Asset Suite System. The requested change will be reviewed by the Contract Specialist and either approved or rejected. If approved, the Contract Specialist will incorporate the SOW revision into the subcontract.

It should be noted that the BTR cannot interpret the subcontract. Subcontract interpretation is solely the responsibility of the Contract Specialist. Cost incurred without an approved revision (change) from the Contract Specialist is at the Subcontractor's risk.

##### **Scope**

The Subcontractor shall use and support the MSA change management system and processes for all contractual (scope, cost, schedule) changes. The Subcontractor shall work with the MSA IM Content & Records Management Director, and when approved by MSA, will interface with Other Hanford Contractors (OHCs), and the BTRs to manage all changes to:

- Prevent and/or minimize disruption of services



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- Reduce the need to change major project milestones
- Ensure the best economic utilization of IM Content & Records Management resources
- Maintain accurate configuration records.

The Subcontractor shall identify and document necessary changes to the scope, cost, or schedule from the original estimate and submit them to the BTR for approval. The BTR will review the change, and if approved, submit a Contract Change Request to the MSA Contract Specialist. The Subcontractor shall not execute any changes to a release prior to receiving the authorized contract change from the MSA Contract Specialist.

#### **Subcontractor Performance Measurements**

The Subcontractor's performance in support of Technical Baseline Change Management will be measured on the following:

- Deliverables provided on time
- No unauthorized system changes made or put into production without prior approval
- End user or business process impacts are in accordance with documentation
- Participation in the Disaster Recovery/Continuity of Operations (DR/COOP) planning processes, as appropriate.

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**2.0 CONTENT & RECORD MANAGEMENT SERVICES****2.1 Records Management Services****2.1.1 Records Oversight and Management Support Services****Objective**

The Subcontractor shall provide the resources and skills in support of maintaining a compliant, cost-effective, customer service-oriented records management program that meets record requirements and is in accordance with DOE and National Archives and Records Administration (NARA) regulations.

**Business Expectations**

The Subcontractor shall provide sufficient staffing with the appropriate skills for Records Oversight and Management support services as defined in this section for an enterprise the size of Hanford. The Integrated Document Management System (IDMS) is the OpenText Livelink™ product implemented at the Hanford Site and used as the repository for all electronic records. Currently, IDMS is at Version 10.5 and is a U.S. Department of Defense (DoD) 5015.2 certified electronic record repository. In addition, the Document Management and Control System (DMCS) is a Bentley product implemented at the Hanford Site and used by contractors for the configuration and document control processes. The Subcontractor is required to support and use the IDMS and DMCS products.

The Subcontractor will be using government furnished equipment in the execution of the records work scope. The Subcontractor is expected to notify MSA Buyers Technical Representative (BTR) of equipment requirements, including fiscal year equipment and refresh budget planning input.

**Scope**

The Subcontractor oversight and management for records support to MSA and MSA customers shall be in accordance with applicable NARA requirements and DOE directives. The Subcontractor shall:

- Participate with MSA in the development of the strategy for life cycle management of records
- Provide management and oversight for the vital records process
- As directed by the BTR, conduct two management assessments annually on records management processes and activities to ensure site programs are in compliance with applicable records requirements and business needs

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- Provide general record training and consulting to ensure that records management policies and processes are interpreted and applied consistently among the DOE, MSA and Other Hanford Contractors (OHC). Required training that is organization-specific will be covered under a separate contract release from the requesting organization. General record training courses:
  - IDMS 101 Training
  - IDMS Content Manager Training
  - IDMS Search Engine Training
  - IDMS Electronic Records Training
  - DMCS User Training
- Coordinate records turnover between projects/contractors and other DOE program offices at various stages of projects to ensure project managers adequately address record needs
  - Major record turnovers or transfers, outside the normal thresholds (e.g., contract closeout transfers), as mutually agreed to by the BTR, shall be funded through a separate task order
- Participate in revisions and updates to the Comprehensive Content (Records) Management Security Plan.

In the execution of records management support services, the Subcontractor shall periodically be required to travel to the customer location and may be required to take specific facility training. The travel mileage costs to the customer location, if different from the employee's permanent job location, and training specific for Hanford requirements will be funded under a separate release to the subcontract and in accordance with current General Services Administration (GSA) mileage reimbursement allowance.

The Subcontractor shall enter into good faith negotiations with the Mission Support Alliance Information Technology (MSA IT) Support Services Subcontractor supporting MSA electronic record processing, storage and records systems to establish an Operation Level Agreement (OLA) for providing and acquiring support from each MSA Subcontractor respectively. See Terms and Conditions for OLA requirements.

The Subcontractor shall work with MSA to recommend and establish priorities for enhancements and upgrades to Records & Information Management (RIM) Systems, and provide coordination and oversight of MSA approved enhancements and upgrades that are executed by MSA IT Support Services Subcontractor.



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#### **Service Demands**

The Subcontractor shall provide sufficient staffing with the appropriate skills for Records Oversight and Management support based on the following volumes of activities:

- Coordinate, update, or make changes to the records management processes, policies, and associated documents 15 times per year, on average
- Complete two management assessments annually on processes and activities
- Conduct general records management training
  - approximately 36-48 IDMS 101 training classes per year
  - approximately 12 IDMS Content Manager training classes per year
  - approximately 36-48 IDMS Search Engine training classes per year
  - approximately 20 IDMS Electronic Records training classes per year
  - approximately 12 DMCS User training classes per year.
- Provide consulting support to various entities on records management requirements, policies or processes 10 times per month on average
- Coordinate record turnover between projects/contractors 1 time per quarter on average
- Submit annual updating to the Comprehensive Content (Records) Management Security Plan.

#### **Deliverables**

The Subcontractor shall provide the following:

- Input to the weekly report for significant activities
- Monthly Performance Reports to include:
  - Maintenance and Operations:
    - Accomplishments
    - Issues
    - Schedule status



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- Project Status
  - Cost
  - Schedule
- Annual report of the number of Vital Records by Contractor, by February 28 to allow for March 31st submittal to DOE
- Two annual Content & Records Management assessments as directed by BTR. At the beginning of each fiscal year, the BTR will work with the Subcontractor to identify two management assessments, following the MSA Management Assessment process. The process may include the following steps:
  - Identification of assessment team member
  - Ensure assessment team members are trained
  - Creation of objectives/lines of inquiry
  - Creation of assessment plan
  - Conduct the assessment based on the assessment plan
  - Upon identification of issue(s), document the issue using the MSA Corrective Action Management system
- Annual assistance with update of Content (Records) Management Security Plan. Provide assistance in the annual update of the Content (Records) Management Security Plan by April 30, to allow for June 30th submittal to DOE.

#### **Subcontractor Performance Measurements**

The Subcontractor's performance in support of Records Oversight and Management Services will be measured on the following:

- Input received for weekly reports is on time and in sufficient detail
- Deliverables are of the highest quality and are provided within the time frame specified
- Responses to emerging issues are timely, appropriate and consistently provided as needed
- Agreed upon project deadlines and deliverables are consistently supported and met
- Procedures are maintained and updated annually, or, as necessary.

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**2.1.2 Records Inventory and Disposition Scheduling****Objective**

Provide support for a compliant, cost-effective, service-oriented Records Inventory and Disposition Scheduling service which meets requirements as identified in DOE and NARA regulations.

**Business Expectations**

The Subcontractor shall provide sufficient staffing with the appropriate skills to provide Records Inventory and Disposition Scheduling services in this SOW and adequate to support an enterprise the size of Hanford. Records Inventory and Disposition Schedule (RIDS) is the master inventory, identifying all Hanford records. The RIDS database includes: a description of the records, the NARA approved records retention schedule, quality assurance (QA) status of the record, and location. Records retention schedules are determined by Hanford Integrated Records Schedule (HIRS) based on the description of the record.

The Records Management Access Portal (RMAP) is the "one stop shop" to help end users manage their RIDS, and other records management processes. RMAP integrates with and provides a user-friendly interface to the RIDS database application. The RIDS database application defines the review and approval process and tracks the current status of RIDS data. The Subcontractor is expected to support and use the RMAP and the RIDS database application.

**Scope**

The Subcontractor support service includes management and oversight for the site RIDS Schedules and processes.

The Subcontractor shall provide Records Specialists to advise and assist the customer's records custodians, inventory coordinators, and managers concerning the Records Management Program. Records Specialists ensure the following:

- All information listed in the RIDS is categorized as record
- Records described in the RIDS database are properly categorized and described
- Records are assigned the appropriate records retention schedule.

The Records Specialist will assist with questions regarding the inventory process and the RIDS application.

The Subcontractor shall maintain detailed inventories of records holdings, including records contained in information systems or other electronic format. The inventory of records shall



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include how the records are maintained, where they are stored, and document their authenticity and integrity.

The Subcontractor shall annually review MSA procedures, to identify that records are correctly identified in the Records Capture table, and that the records are correctly captured in the Records Holding Area (RHA) or in IDMS as an electronic record. The Subcontractor shall report status as noted in the Deliverable section.

The Site RIDS process shall not establish RIDS at a level lower than the 3rd level of management.

The Subcontractor shall:

- Develop, implement, or use standard methodology to evaluate records in various formats
- Perform record identification and capture records as they are created in business, program, and project processes
- Participate in the interpretation and alignment of records retention schedules, working on government-wide, DOE-wide, Hanford Site-wide, or contract-specific initiatives for records schedule improvements.
- Manage the RIDS process, including updating the process, for designated contractors
- Recommend to MSA, government-wide, DOE-wide, Hanford Site-wide, or contract-specific Records and Disposition Schedule improvements
- Provide consulting and advisory service on the RIDS processes

**Service Demands**

The Subcontractor shall assume the following support levels:

- Processing 450 to 550 total RIDS, with an average of 110 updates to RIDS on a quarterly basis
- Identifying 2,500 cubic feet of records boxes to be retired yearly
- Reviewing annually 50 MSA procedures for correct records capture
- Providing RIDS consulting and assistance to records custodians, inventory coordinators, and managers concerning record management activity 25 times per month, on average. Align records retention schedules 40 times per month, on average.

**Deliverables**



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The Subcontractor shall:

- Report on records inventory process, every two years by September 30 starting in 2017. The report shall include the following:
  - Description of the process followed
  - Documentation on the strategy used to ensure all electronic records have been identified and inventoried
  - Overview of RIDS Processes – description of intent, need, and purpose
  - Information on electronic records capture.
  - Identification of the process for updating RIDS
  - Description of RIDS, Electronic Records Authorization (ERA) and record transfer form (RTF) databases - what they do, how they work and improvements made
  - Discussion of forms used, i.e., ERA, RIDS, RTFs with attachments
- Monthly report on status of the review of MSA procedures for correct record capture
  - Identify name and quantity of procedures reviewed, and findings.
- Annual report on recommendations to improve the RIDS process for the following fiscal year, by November 30. The Subcontractor is encouraged to submit individual recommendations to MSA as they are identified.

### **Subcontractor Performance Measurements**

In support of Records Inventory and Disposition Scheduling, the Subcontractor shall ensure that:

- Deliverables are provided within the time frame specified
- Procedures are maintained and updated, at least annually
- Notification of any service-affecting issues are reported to MSA in a timely manner
- Professionalism of consulting and advisory services are determined by the customer to meet or exceed all expectations, as reflected in customer surveys
- All reports (weekly, monthly, quarterly, annually) are of the highest quality, with sufficient detail, requiring little rewrite and/or corrections and are provided on time; they provide a timely and appropriate response to emerging issues

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- Deadlines and deliverables are supported and met.

**2.1.3 Records and Information Management Systems Functional Support Services****Objective**

Provide effective management and administration of systems and databases to allow efficient access to records and information needed by site personnel.

**Business Expectations**

The Subcontractor shall provide the highest quality functional and administration support services for Records & Information Management systems. The Subcontractor shall be responsible for operating within the following record systems, including:

- Integrated Document Management System (IDMS) (OpenText Livelink™ product) implemented at the Hanford Site, used as the repository for all electronic records (current IDMS is Version 10.5 and is a DoD 5015.2 certified electronic record repository)
- Document Management and Control System (DMCS), a Bentley product implemented at the Hanford Site and used by contractors for configuration and document control processes.
- Hanford Document Numbering System (HDNS), a custom-developed software using Cold Fusion web front end and a Structured Query Language (SQL) database
- Public Document Website (PDW), a custom-developed software using Cold Fusion web front end
- RIMScan (Records and Information Management Scanning) a commercial off-the-shelf (COTS) production, EMC Captiva InputAccel product used for imaging operations, production scanning (currently a Captiva Capture 7.1 version)
- Records Management Access Portal (RMAP), a custom-developed software using Cold Fusion web front end and a SQL database, includes modules for RIDS, RTF, ERA, and other records management modules.

MSA Support Services Subcontractor will provide system and software technical support for RIM systems. The Subcontractor shall establish an Operating Level Agreement (OLA) with the MSA IM Subcontractor to ensure that all IT services required is timely; that service level thresholds and triggers are defined; and that roles and responsibilities are clearly understood ahead of time.

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The software licensing associated with the enterprise applications is provided at no cost to the Subcontractor. The Subcontractor shall use MSA supply chain system to request and obtain MSA approval to order software license acquisitions and renewals.

**Scope**

The Subcontractor shall provide functional management, administration, and hardware/software support coordination on the RIM systems and databases, which includes:

- Document Management and Control System (DMCS)
- Hanford Document Numbering System (HDNS)
- Integrated Document Management System (IDMS)
- Public Document Website (PDW) (Includes Administrative Records [AR] file and Scientific and Technical Information [STI] data)
- Records and Information Management Scanning (RIMScan)
- Records Management Access Portal (RMAP).

The Subcontractor shall coordinate with on-site electronic archives, other DOE departments and program offices, as well as NARA, to arrange for the delivery and/or transfer of electronic record materials, as appropriate.

The Subcontractor shall identify and submit recommended record system and/or software upgrades, modernizations, and enhancements for MSA approval. The Subcontractor shall provide proper oversight and administration of record systems, which includes:

- Manage and maintain a list of current software licenses, at the user level
- Assist MSA in keeping the records systems information in the Hanford Information System Inventory (HISI) database current
- Oversee and ensure that the MSA IM Subcontractor is maintaining hardware and software configuration control, and documentation as required per MSC-PRO-309, Controlled Software Management
- Enter MSA-approved System Change Requests (SCR) in MSA IM/ IT Service Management System (IT-SMS) for RIM systems
- Provide a monthly report to MSA BTR on SCR's that include the following:
  - Total SCRs entered, and those in process, completed, pending, or canceled



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- List of the SCRs for O&M changes
- List of the SCRs for modernization or enhancement
- Assist MSA in identifying, managing, and reporting Personally Identifiable Information (PII) incidents and completion of any corrective actions
- Coordinate with the IM/IT Subcontractor on the establishment and maintenance of technology and software roadmaps, as they pertain to MSA Content & Records Management
- Oversight and administration of RIM System maintenance, enhancements, and upgrades
- Establishing RIM System enhancement and upgrade priorities with MSA.

#### **Service Demands**

The Subcontractor will ensure at least two of the employees supporting RIM System Functional Support Services have and maintain a "Q" level security clearance with full Sigma access.

The Subcontractor shall provide functional oversight and support for the following:

- 5,600 IDMS users
- 1,800 DMCS users
- 800,000 electronic records captured annually  $\pm 10$  percent
- HISI updates an average of 20 times per year
- RIM System software and hardware document updates an average of 6 times per year
- RIM System SCRs an average of 373 SCRs per year
- Patches and system modifications to Windows (approximately 72) and Oracle (approximately 26) per year, on average.

#### **Deliverables**

The Subcontractor shall provide input to the weekly report on significant activities by the next to last working day of the report week.

Monthly Performance Reports. Report will include:

- Maintenance and Operations:
  - Accomplishments



- Issues
- Schedule status
- Project Status
  - Cost
  - Schedule

The Subcontractor shall provide a PII incident tracking report, by the 10<sup>th</sup> of the month, including all incidents and resolutions.

Annual RIM System Review Report by the end of August. This report will include:

- A comprehensive list of systems, to include the following detail:
  - Software version
  - Upgrade projection
  - Hardware version/operating system (OS)
  - System diagram
  - Projected yearly growth percentage
- A complete and accurate account of systems statistics, to include:
  - License counts
  - Maintenance requests: entered, active, and pending
  - External file storage: terabyte used.

#### **Subcontractor Performance Measurements**

In support of Records and Information Management Functional Systems the Subcontractor shall ensure that:

- Input submitted for weekly reports is concise, with quality write-ups
- Quality deliverables are accurate and submitted on time
- Quality reports are accurate, submitted on time, and with sufficient detail
- No implementation or operational errors cause unrecoverable data losses



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- Responses to incidents, including those outside normal business hours, are handled with urgency and professionalism within two category targets:
  - Urgent: Within 1 business hour or in 4 hours during non-business hours
  - High: Within 10 business hours or in 24 hours during non-business hours
- Agreed upon project deadlines and deliverables are supported and met
- Procedures are maintained and updated, at least annually.

#### **2.1.4 Records and Information Management Support to DOE and OHCs**

##### **Objective**

Provide appropriate resources for specific records support services in a timely, cost effective, and safe manner.

##### **Business Expectations**

Specific records management support services for the DOE Records Officer, the Hanford Site Records Program, and specific records support for the Hanford contractors will be directly funded by the requesting company/group under separate releases to the Subcontractor. Direct support services under a general level of effort support task release will be processed, managed and tracked through MSA IM/IT SMS system. See Section 1.2.1, Business Service Center Interface.

##### **Scope**

The Subcontractor shall provide records management support services to the DOE Records Officer and the Hanford Site Records Program as requested. Records support services include:

- Providing Records Specialist support activities in capturing selected sets of records in IDMS
- Providing specific training and other support requested by an end users organization for IDMS, DMCS, RMAP, or other RIM systems
- Assisting DOE in making determinations on scanning and indexing of documents as electronic records, and execute that scanning when approved by DOE
- Supporting the DOE RIDS Program.
- Conducting training for DOE Inventory Coordinators and others regarding records management including but not limited to the RIDS Program

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- Providing approved schedules for records identified on the DOE RIDS
- Coordinating the retirement of inactive records to long-term storage
- Assisting DOE, as requested, in the development or review of documents, including procedures related to document control or records management activities
- Conducting records database searches and provide reports as requested by the DOE Records Officer
- Providing records management training to new DOE hires; participating in the checkout process when notified, as DOE employees terminate employment
- Providing weekly (or as requested) activity status reports on DOE records management activities to the Hanford Site Records Officer.

The Subcontractor shall provide Energy Employees Occupational Illness Compensation Program Act (EEOICPA) Special Exposure Cohort support to DOE by conducting special record searches. The DOE EEOICPA activities support the National Institute for Occupational Safety and Health (NIOSH), the Presidential Advisory Board on Worker Health and Safety (Board) or their contractors. The Subcontractor, in support of the EEOICPA Special Exposure Cohort, shall ensure the services provided are timely, cost effective, and conducted in safe manner. The Subcontractor shall:

- Conduct searches for requested documents
- Prepare EEOICPA related documentation as requested.

The Subcontractor shall provide Tri-Party Agreement (TPA) Administrative Record (AR)/ Public Information Repository (PIR) support to the Hanford site contractors, which includes:

- Processing, maintaining, distributing, and updating the AR/PIR website, as necessary
- Ensuring documents received are placed in the AR file in a reasonable time frame
- Ensuring that documents from contractors, DOE, regulators and the public are accessible to the public
- Interfacing with PIRs ensuring that Hanford documents out for public comment are available in hard copy at each PIR location.

**Service Demands**

The Subcontractor shall provide sufficient resources with the appropriate skills to provide support as requested. Historically:





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- DOE records management support averages 3.0 Full Time Equivalents (FTE) annually
- The EEOICPA Special Exposure Cohort Support averages 0.3 FTE annually
- The Tri-Party Agreement (TPA) Administrative Record (AR)/ Public Information Repository (PIR) support averages 2.0 FTE annually
- 4,228 documents were processed/distributed and/or updated on the AR/PIR website in FY14
- 84K total documents on the AR/PIR web site
- 6 Data Capture requests for EEOICPA Special Exposure Cohort information were received, with an average 80 records per request, in FY14

#### **Deliverable**

The Subcontractor shall provide input to the weekly report for significant activities by the next to last working day of the report week. The report shall include EEOICPA and all other relevant support activity.

#### **Subcontractor Performance Measurements**

In support of Records and Information Management the Subcontractor shall ensure that:

- Inputs received for weekly reports are of high quality, timely, and accurate
- Deliverables provided are of the highest quality, timely, and meet all defined expectations
- Reports provided are timely and with sufficient detail.
- No implementation or operational errors cause unrecoverable data losses
- Responses to emerging issues are timely and appropriate
- Agreed upon project deadlines and deliverables are supported and met
- Procedures are maintained and updated, at least annually.

## **2.2 Physical Records**

### **2.2.1 Physical Record Storage**

#### **Objective**

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The Subcontractor shall provide the appropriate resources and skills in support of maintaining a compliant, cost-effective, customer service-oriented, long-term record storage program that meets record storage requirements as identified in DOE and NARA regulations.

**Business Expectations**

The Hanford Site uses two main facilities for physical records storage: the Hanford Site Records Holding Area (RHA) and the Federal Records Center (FRC) in Seattle, Washington. Records are transferred between the RHA and FRC according to RHA storage capacity and end user requirements. In addition, records can be transferred to DOE Legacy Management or NARA. The Subcontractor is expected to use the RHA and FRC and other designated off-site storage facilities/entities as directed by the BTR.

The Subcontractor shall enter into good faith negotiations for an OLA with MSA IM Subcontractor providing MSA records systems and software support. The points of contact for MSA IM Subcontractor responsible for providing this support will be available from the BTR.

**Scope**

The Subcontractor shall provide sufficient resources with the appropriate skills to provide long-term physical storage operation and maintenance for paper and other hard copy media records to MSA and its customers in accordance with applicable NARA requirements and DOE directives. The Subcontractor support shall include:

- Providing for and managing physical storage of inactive records generated on or for the Hanford Site by DOE and designated Hanford Site contractors
- Providing for and managing the storage collection of classified records in the RHA
- Accepting record boxes for storage and coordinating transportation to/from NARA FRC in Seattle, Washington, and/or other approved off-site records storage facilities as required
- Participating in the establishment and maintenance of Hanford Site procedures and processes for records storage as requested by MSA
- Effectively managing inventory and shipping strategies to lower costs
- Providing search and retrieval services for DOE and its contractors
- Providing recommendations for records storage improvements to the BTR annually
- Promoting scanning of files as they are requested by the customer

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- Coordinating the retrieval or transfer of boxes located at RHA, FRC, and other storage repositories designated by the BTR
- Performing random checks on one percent of the boxes received or held to ensure box contents match the RTF; track and report the findings
- Performing an annual inventory of records storage as specified in the Deliverables section.
- Validating the records schedule assigned to boxes recalled from the FRC, or other authorized storage location, against the HIRS
- Developing and implementing a process to manage the follow up of files/boxes checked out of RHA
- Supporting audits, management assessments and corrective actions, as requested by the BTR
- Ensuring the delivery of hard copy records to approved off-site repositories.

The Subcontractor shall track and provide statistics related to boxes stored, boxes received, and boxes requested, for RHA, FRC, and other off-site repositories. The information will be provided quarterly, to MSA to determine the use of Long-Term Records Storage by DOE and their contractors.

The Subcontractor shall provide unit cost information annually to MSA. MSA will use this data to determine equitable cost distribution for DOE and each of their contractors, as appropriate.

The Subcontractor shall support MSA in finding innovative ways to reduce physical storage and retrieval costs.

The Subcontractor will only accept records for retirement to RHA in boxes that meet NARA specifications for records holding, unless otherwise authorized by the BTR, and only if such boxes have a completed RTF. Acceptable sizes are as follows:

- Standard-size records holding box (one cubic foot for letter and legal-size documents)
- Approved special-purpose boxes:
  - Half-size box (for card files)—14 ¾ in. by 9 ½ in. by 4 ⅞ in.
  - Microfiche box—14 ¾ in. by 6 ½ in. by 4 ½ in.
  - X-ray box—18 in. by 15 in. by 5 ½ in.

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- Magnetic tape box (holds up to ten ½ in. reels)—14 ¾ in. by 11 ¾ in.

**Service Demands**

The Subcontractor shall provide sufficient staff with the appropriate skills to provide Physical Records services and ensure that at least four FTEs maintain a “Q” level security clearance with full Sigma access. Subcontractor staffing shall be based on the following:

- 2,200 to 2,800 record boxes received and 500 to 800 shipped to FRC or other off-site repositories annually
  - Costs for the transportation of boxes, to/from the FRC or other approved storage location, are paid directly by MSA.
  - Storage costs at FRC are paid directly by DOE
- Number of record boxes stored on-site are approximately 24K
- Number of record boxes stored at FRC or other approved repository locations are approximately 87K
- On average, 2000 boxes are sent to the NARA FRC or any other approved off-site records storage facility; boxes and/or files are received from the FRC, to RHA, on a weekly basis
- 60 searches and 6,800 retrieval requests, in Long Term Records Storage in FY14.
- Provide accurate and timely notification for facility-related issues and problems

**Deliverables**

- The Subcontractor shall coordinate the retrieval of boxes located at NARA FRC in Seattle, Washington, and/or other approved off-site records storage facilities, for all on-site contractors and DOE
  - Standard retrieval will be provided within four working days
  - Urgent retrieval requests will be provided within two working days
  - Immediate access to specifically identified information (through scanning and emailing from NARA) will be available to Hanford Site customers
- The Subcontractor shall provide input to the weekly report for significant activities by the next to last working day of the report week
- All Monthly Performance Reports will include:

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- Maintenance and Operations:
  - Accomplishments
  - Issues
  - Schedule status
- Project Status
  - Cost
  - Schedule
- The Subcontractor shall report on efforts and recommendations for making the records storage process more cost effective, 180 days from operations start of the contract and updated annually. However, the Subcontractor is encouraged to provide all recommendations for improvement to the attention of MSA immediately upon discovery. This annual report shall document and summarize the Subcontractor's recommendations and include:
  - Recommendations in controlling and lowering costs associated with storage
  - Improvements for shipping to and receiving records from and/or other approved off-site records storage facilities
  - Any other improvement in costs and/or delivery of services.
- The Subcontractor shall provide statistical data regarding ongoing costs and numbers of records and retrievals being managed
  - The Subcontractor shall develop a process to manage the follow-up of files/boxes checked out of RHA. Process recommendations shall be submitted, approved by MSA, and implemented no later than 270 days after the start of the contract.
  - The Subcontractor shall track and provide monthly unit storage and retrieval information to MSA on-site contractors' long term records storage usage by October 31 of each contract year, for previous fiscal year.
  - The Subcontractor shall submit a plan to reduce the volume of record material maintained at FRC, no later than 270 days after the start of the contract, and updated annually.
    - The plan shall identify the amount of record storage that can be reduced



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- The plan shall include ways to improve the creation of electronic records and optical scanning of record material in RHA and field locations
- The Subcontractor shall annually perform random checks on one percent of the boxes held.
  - Checks conducted to ensure the contents of the box match the RTF
  - Report of findings due August 30th of each contract year
- On a quarterly basis, the Subcontractor shall provide a status report on the following:
  - Number of requests, and the number retrieved from FRC and delivered within four working days
  - Number of urgent requests, and the number that were retrieved within two working days
  - Number of immediate access requests that are scanned and emailed.

#### **Subcontractor Performance Measurements**

In support of Physical Records Storage, the Subcontractor shall ensure that:

- Boxes located in the Hanford RHA and/or other approved on-site records storage facilities are retrieved within two working days of request
- Retrieval of boxes located at NARA FRC in Seattle, Washington, and/or other approved off-site records storage facilities are available within four working days of request
- Urgent retrieval requests for boxes located at NARA FRC in Seattle, Washington, and/or other approved off-site records storage facilities are provided within two working days
- Immediate access to specifically identified information is provided through scanning and emailing from NARA
- All reports are provided on time, accurately, and with sufficient detail
- Deliverables are provided within the time frame specified, with high quality, and accurate contents
- Procedures are maintained and updated, at least annually
- Responses provided to emerging issues are timely and appropriate



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- Agreed upon IT project deadlines and deliverables are supported and met.

## **2.3 Imaging Support Services**

### **2.3.1 Document and Media Imaging Support Service**

#### **Objective**

The Subcontractor shall provide document and media imaging support services for the Hanford Site.

#### **Business Expectation**

The Subcontractor shall ensure that skilled, qualified, and professional employees are supporting this work scope. Hanford Site document and media imaging activity is divided into three sections:

- Photography Collection Management which includes:
  - Low-cost storage of Photography Collection
  - Ready and accurate access to Photography Collection records
  - Photography collections that are identified, indexed, and authenticated
- Oversight of Engineering Drawing/Documents which includes:
  - Ensuring that records are indexed and authenticated, with complete metadata, and accessible to those with a business requirement
  - Providing oversight of imaging, indexing, and Quality Control (QC) of DMCS-released documents and drawings.
- MSA and Site Imaging Operations, which provides on demand imaging support services.

The on demand imaging support will be direct funded by the requesting customer.

#### **Scope**

The Subcontractor shall provide the following Photography Collection Management support services:

- Functional and managerial responsibilities for the site photography collections
- Improvement of accessibility issues (e.g., indexing of photos)



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- Completion of image transfers from hard drives to the electronic records area of IDMS
- Transfer of images located on Hanford share areas to the electronic records area of IDMS
  - Content shall be researched and evaluated to determine
    - If it is Hanford-related material
    - If related material does not currently reside in IDMS
  - Images will be indexed and transferred to IDMS electronic record area as appropriate
- Research historical photographs retired to RHA to determine collections that should be scanned and indexed into IDMS as electronic records.

The Subcontractor shall provide oversight of the Imaging processes for DMCS-released documents and drawings.

The Subcontractor shall provide the following Site Imaging Operations on demand support services, to MSA and Other Hanford Contractors:

- Assisting with preparation of documents for scanning
- Scanning the documents and placing in the IDMS staging area
- Indexing documents placed in a staging area when requested by customer
- Verifying metadata meets programmatic-defined criteria and image quality when requested by customer
- Transfer to electronic records

#### **Service Demands**

Subcontractor shall have oversight and management of the Hanford Site Photography Collection consisting of approximately 100,000 total images located on Hanford share areas to be moved to the electronic records area of IDMS

The Subcontractor shall have oversight and management of the Hanford Site Engineering Drawing repository, and information associated with custody, control, maintenance, and storage of Hanford Site engineering drawings. This includes the most recent drawing revision in original format and scanned images of current revisions.

Oversight of Engineering Documents and Drawings Imaging Operations has traditionally required about 0.4 FTE.



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Note: Clerical support for the scanning of Engineering Drawings/Documents will be contracted by MSA to a third party.

For resource planning purposes the Subcontractor shall have sufficient resources for the following support levels with appropriate skills to provide Document and Media Imaging Support Services. The volume of activity is expected to be:

- Scanned documents approximately 238,100 annually
- Scanned pages approximately 1,401,000 annually
- Indexed documents approximately 255,000 annually
- Indexed pages approximately 1,417,000 annually
- Verified documents approximately 247,400 annually
- Verified pages approximately 1,362,500 annually.

**Deliverables**

The Subcontractor shall provide input to the weekly report for significant activities.

Monthly Performance Reports will include:

- Maintenance and Operations:
  - Accomplishments
  - Issues
  - Schedule status
- Project Status
  - Cost
  - Schedule

The Subcontractor shall provide a quarterly report to present progress on digitization of Photography Collection within 10 business days of the end of each quarter.

**Subcontractor Performance Measurements**

In support of Document and Media Imaging Service, the Subcontractor shall ensure that:

- Quality input is submitted for weekly reports that are accurate and concisely written

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- Quality input is submitted for all deliverables, is on time, and with sufficient detail
- Procedures are maintained and updated, at least annually.

**2.3.2 Virtual Box Imaging****Objective**

The Subcontractor shall provide sufficient resources with the appropriate skills to provide Virtual Box Imaging support as defined in this section.

**Business Expectations**

A virtual box is a predefined scope, at a published fixed price, for taking a box of paper records and creating a collection of scanned images that enables users to access the information at their desktop electronically, versus traveling to the RHA facility to view the physical record. MSA's goal is to virtualize paper records that have a long retention period or when frequently requested by the customer, to reduce storage and out year retrieval costs. The virtualization of paper records is an initiative that spans the period of performance.

The current scanning tool used is EMC Captiva Input Accel (version Captiva Capture 7.1). The images ultimately reside in the IDMS (the Hanford Site electronic record repository). The Subcontractor is expected to use the RIMScan scanning product and IDMS in the execution of this work scope.

**Scope**

The Subcontractor shall provide the labor and management necessary to perform the following scope in support of Virtual Box Scanning for MSA. The Subcontractor shall:

- Complete the Records Transfer Form (RTF); this identifies the box or boxes to be processed, notifies transportation/transport boxes, and provides an approval by the cognizant manager for "authorization to destroy" source documents when completed
- Arrange transportation for boxes moved to RHA and transfer boxes for processing
- Prepare boxes for scanning by placing bar coded separator pages between all documents and removing all staples and paperclips
- Scan hardcopy box into five sections with a 100% verification and image quality check performed while scanning
- Perform indexing once at the box level and send to IDMS.
- Perform Quality Check: each Portable Document Format (PDF) Virtual Box is opened after uploading into IDMS



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- Ensure an Optical Character Recognition (OCR) process is performed within IDMS
- Ensure the hardcopy is destroyed.

MSA physical boxes retrieved with a remaining retention period of 15 years or more shall be permanently checked out and scanned as a Virtual Box.

#### **Service Demands**

The Subcontractor shall provide sufficient resources with the appropriate skills to provide Virtual Box services as defined in this statement of work. Noting that all commitments are dependent on the level of funding provided, the Subcontractor shall assume that 180 to 200 virtual boxes are to be processed annually.

#### **Deliverables**

- The Subcontractor shall provide input to the weekly report for significant activities
- The Subcontractor shall provide to MSA a status of virtual boxes created on a monthly basis.
- The Subcontractor shall develop a plan to market the Virtual Box initiative to the Hanford Site and present this plan to MSA within 180 days of contract start. The emphasis of this plan will be:
  - Cost-efficiencies of the process
  - Accessibility and reliability, versus the cost to travel
  - Extent of the physical reduction of RHA and FRC records and how it contributes to reducing the footprint
  - Environmental aspects such as reduced travel, paper, and storage.

#### **Subcontractor Performance Measurements**

In support of Virtual Box Imaging, the Subcontractor shall ensure that:

- The quality of Virtual Box scanning and indexing is at the highest level and acceptable to MSA
- A monthly report is provided detailing the number of Virtual Boxes created with an annual projection
- The number of Virtual Boxes processed is included in the weekly report.

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**2.4 Technical Editing and Technical Writing Support Services****Objective**

Provide support for technical editing and technical writing services.

**Business Expectations**

Technical editing and technical writing support will be direct funded by the requesting party. The service and support shall include all labor for administration, technical support, and management necessary to provide technical editing and technical writing as set forth in this statement of work. The technical editing staff shall be adequate to support an enterprise the size of Hanford. It is anticipated that this scope will be requested through the Service Catalog on a Fixed Unit Price basis.

**Scope**

The Subcontractor shall provide qualified technical editing and technical writing support to assist Hanford staff in the creation and maintenance of documentation. This support shall include coordinating the development, production, and maintenance of project planning documents, procedures, plans, processes, presentations, and other communications deliverables necessary to support project management policy and reporting requirements.

The Subcontractor shall ensure that all duties under this task are performed in a competent, professional, and timely manner, and that associated work products are thorough, accurate, appropriately documented, and comply with all established criteria.

The Subcontractor's technical editors and technical writers shall have the following qualifications:

- Have a proficiency in using the entire suite of Microsoft Office software tools
- Have a thorough knowledge of industry standard/best practices for project and information management
- Be proficient with, and have experience in coordinating and providing analysis to support the production of strategic project communication materials
- Have significant experience with configuration management, writing, and editing of decision documents, assessment reports, project management documentation, and outreach products.

**Service Demands**

Historically, the work is performed with 2 to 2.5 FTE with potential peaks up to 3.5 to 4 FTE.

**RFP Deliverable**



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Resumes of qualified personnel

#### **Subcontractor Performance Measurements**

In support of Technical Editing Services, the Subcontractor shall ensure that:

- All deliverables are provided within the time frame specified and are of the highest quality
- Procedures are maintained and updated, at least annually
- Staff are professional, knowledgeable, cooperative, and have a strong customer focus
- The quality of the end product meets or exceeds all expectations.

### **2.5 Document Control and Information Clearance Support Service**

#### **Objective**

Provide support for document control and information clearance services.

#### **Business Expectations**

Document control and information clearance support will be direct funded by the requesting party. The service and support shall include all labor for administration, technical support, and management necessary to provide document control and information clearance as set forth in this Statement of Work. The Subcontractor's document control and information clearance resources shall be adequate to support an enterprise the size of Hanford.

Information clearance applies to the clearance of unclassified information that is prepared, processed, used, or managed by DOE and its Hanford contractors. It applies to record information regardless of its medium or characteristics. This includes, but is not limited to, data documents in written, electronic, pictorial, and audio formats. Common examples are in-process documents, controlled documents (e.g., drawings), historical documents, completed records, software, photographs, videos, and elements of an Internet website.

The Subcontractor shall ensure that all duties under this task are performed in a competent, professional, and timely manner, and that associated work products are thorough, accurate, appropriately documented, and comply with all established criteria.

#### **Scope**

The Subcontractor shall provide Information Clearance processing to meet DOE requirements for making information available to the public and for protecting certain categories of information. The Subcontractor shall provide qualified document control resources, using a

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graded approach for the identification, preparation, review, approval, issuance/release, distribution, use, and revision of controlled documents generated in support of the Hanford work. This support will include coordinating the development, production, and maintenance of project planning documents, procedures, plans, processes, presentations, and other communications deliverables necessary to support project management policy and reporting requirements.

This scope applies to documents that require control regardless of the media, format, or method used for distribution or publication. Controlled documents may be hard copy or electronic, and may be distributed or posted for use in either format, though electronic is the preferred method.

The Subcontractor shall provide qualified information clearance resources to support Hanford staff in the process of reviewing and clearing information prior to release to the public and that Scientific and Technical Information (STI) is identified, reviewed, and appropriately made accessible to policy makers, the scientific and environmental communities, and the public through the DOE Office of Scientific and Technical Information (OSTI). Clearance personnel use an established clearance process using an IDMS workflow.

The Subcontractor shall ensure that all duties under this task are performed in a competent, professional, and timely manner, and that associated work products are thorough, accurate, appropriately documented, and comply with all established criteria.

The Subcontractor services include:

- Processing engineering and administrative documents for Document Release into the appropriate document control system
- Providing project files records management support, including receipt, distribution to satellite locations, maintenance, retrieval of associated records, and providing copies of requested information for project personnel
- Providing Office of Civilian Radioactive Waste Management (OCRWM) records management support, establishing a centralized OCRWM records storage area, receipt process, and preparing OCRWM documentation for scanning, indexing, and retirement
- Ensuring that vendor information is processed, maintained, and approved
- Providing document release services to DOE and their contractors on-site
- Processing engineering documents and Design Changes, as necessary
- Ensuring Essential and Support Drawings are maintained and current through inspection of the files and by placing new or revised Essential and Support drawings into the files.
- Providing files management (QA support), as necessary



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- Participating in audits/assessments for Document Control, when requested
- Supporting and implementing Document Control process improvement activities
- Performing the distribution of controlled documents
- Providing support for processing of work packages, calibration, and maintenance of records.

Examples of documents that require control include, but are not limited to:

- Drawings
- Specifications
- Supporting documents
- Reports
- Studies
- Plans
- Policies
- Directives
- Administrative and technical procedures
- Requirement documents
- Speech articles

#### **Service Demands**

The Subcontractor shall ensure that sufficient skilled staff are available to support the following activity:

- 2,300 new documents processed, monthly, on average
- 275 documents distributed, monthly, on average
- 190 documents through the clearance process, monthly, on average.

#### **Deliverables**

The Subcontractor shall meet all support requirements associated with the work scope.



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The Subcontractor shall provide input to the weekly report for significant activities.

#### **Subcontractor Performance Measurements**

In support of Document Control and Information Clearance, the Subcontractor shall ensure that:

- All deliverables are provided within the time frame specified and are of the highest quality
- All procedures are maintained and updated, at least annually
- The professionalism of the staff and quality of the end product meets or exceeds expectations.





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**3.0 IM DIRECT SUPPORT SERVICES****Objective**

The Subcontractor shall provide properly skilled local IM Content & Records Management professionals, in sufficient quantity, and that are capable of supporting all aspects of the work scope and services identified in the SOW throughout the period of performance.

**Business Expectations**

MSA is a central repository for IM Content & Records Management resources that Hanford Site entities can leverage for the specific IM/IT requirements. The Hanford Site entities include:

- DOE-RL
- DOE-ORP
- MSA
- Washington River Protection Solutions (WRPS)
- CH2M Hill
- Others (Washington Closure Hanford [WCH], URS, Bechtel, and prime contractor subcontractors)

Throughout the period of performance the Subcontractor shall provide IM Content & Records Management support services resulting from the work scope and services identified in the SOW. This section describes how the work will be executed, tracked, invoiced, reconciled, and distributed to the service requestors. Section 1.0, Program and Project Management Support Services, defines the expectation of how the scope is to be managed and executed.

Subcontractor task order support is broken down into three classifications; 1) Major, 2) Medium and 3) General. Each classification includes two types of activity; 1) Operation and Maintenance (O&M) and 2) Projects and Support. Any given task order may include all or some of these activities.

**Major:** Enterprise level O&M or Project/Support activity, are usually issued on an annual basis, have medium to high complexity, and high to significant hours and costs.

**Medium:** Program or organization level O&M or Project/Support activity, may be issued on an annual basis or issued as needed, have low to medium complexity, and moderate to high hours and costs.

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**General:** Organization or system level O&M and/or Project/Support activity, usually issued when needed, and generally low complexity and low hours or costs.

Major activity support requests will be issued via a separate task order to the Subcontractor. Medium activity support requests may be issued via a separate task order to the contractor or as IT-SMS service request. Medium and most General activity support requests will be funded under a blanket release with individual work activities, authorized, issued, and tracked via IT-SMS service request and service catalog processes.

Each separate task order to the subcontract may be initially issued on a Time and Material basis with sufficient funds allocated for the Subcontractor for requirements definition. At completion of the requirements definition, the Subcontractor shall submit to MSA Contract Specialist a Fixed Price solution for the remaining work scope. The proposal shall be submitted according to the Contract Specialist direction when the original subcontract release or task order was issued. MSA reserves the right to accept the Fixed Price proposal or continue using Time and Material to execute the remaining work scope.

**Scope**

The Subcontractor shall provide adequate staffing with the skills and expertise to meet the service demands as defined below for all aspects of IM Content & Records Management services defined in this SOW. This includes, but is not limited to, consulting, analysis, data management, information processing, quality assurance, web support, administration, and project management. IM Content & Records Management professionals provided must have extensive experience with the services they will be supporting and a comprehensive understanding of all aspects of IM Content & Records Management services, as well as current and future trends in the industry.

The Subcontractor will receive "Major" scope, and some "Medium" scope requirements from the MSA Contract Specialist as a separate release to the subcontract. The Subcontractor will execute some "Medium" and all "General" scope requirements under blanket releases established by the Contract Specialist. The blanket releases only establish an authorized funding threshold and numerous work activities will eventually be linked to one blanket release. Authorization to execute work activity under a blanket release will be issued via an IT-SMS service requests by the BTR. At receipt of an IT-SMS service request the Subcontractor shall provide a cost and schedule estimate to the BTR via IT-SMS, for BTR approval. Once approved by the BTR, the Subcontractor shall execute the work as defined in IT-SMS service request and report actual hours and goods, if applicable, into IT-SMS system. IT-SMS service request will identify which blanket release the Subcontractor shall invoice for the work executed. The Subcontractor's invoice shall be broken down by IT-SMS service request number for the BTR to reconcile the invoice against IT-SMS data entries. Discrepancies between the Subcontractor invoice and IT-SMS service will be resolved prior to BTR authorizing the Contract Specialist to make payment. See Section 1.2.1, Business Service Center Interface, Figure 1: MSA IT-SMS Process.

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The Subcontractor shall use a disciplined change management process that requires the Contract Specialist approval for cost, schedule, and scope changes after a release has been approved, and BTR approval for IT-SMS service request changes. Any incurred costs for working changes not authorized by the Contract Specialist or BTR is at the Subcontractor's expense.

**Service Demands**

For resource planning purposes the Subcontractor shall assume the following volumes and size for subcontract task order release support annually.

**Table 3. Estimated Content & Records  
Management Subcontractor Task Order Release  
Volumes (based on FY14)**

| <b>Classification</b> |                | <b>Release</b> |
|-----------------------|----------------|----------------|
| Major                 | \$1M and above | 3              |
| Medium                | \$100K-999K    | 5              |
| General               | Below \$99K    | 71             |
| <b>Total</b>          |                | <b>79</b>      |

**Deliverables**

The Subcontractor shall:

- Provide the right IT professionals to meet the subcontract task order release support requirements for the service demands identified above.
- Provide staff that have verifiable experience with the services as defined in this SOW, as well as current and future trends in the industry.
- Report monthly, the number of releases and IT-SMS service requests received, completed, in process, and the number not started (e.g., backlog). The report shall also include the number of releases completed on time and the number not completed on time.
- Report monthly, those releases and task orders that have migrated from Time and Material to Fixed Price support.

Each individual release or IT-SMS service request will include the scope deliverables for the requested service.



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#### **Subcontractor Performance Measurements**

In support of IM Direct Support Services the Subcontractor performance will be measured on the following:

- Leveraging existing IM/IT assets to the maximum extent possible to provide quality and cost-effective solutions to meet the requirements
- Quality, timeliness, and accuracy of the estimates
- Efficiency and effectiveness of communication and processing changes
- IT-SMS data entry consistency, timeliness, and accuracy
- Ability to consistently meet scheduled completion dates
- Alignment of the right resource for the activity
- Quality of workmanship.

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## Attachment 2 – WBS 1.0 Pricing Sheets

| FIRM FIXED PRICE (FFP) WBS 1.0 - Program and Project management Support Services |   |                |                |                |                           |                           |
|--|---|----------------|----------------|----------------|---------------------------|---------------------------|
| SOW Section  |   |                |                |                |                           |                           |
| Section  | Title   | FFP<br>FY 2016 | FFP<br>FY 2017 | FFP<br>FY 2018 | FFP<br>Option 1 - FY 2019 | FFP<br>Option 2 - FY 2020 |
| 1.0  | Program and Project Management Support Services |                |                |                |                           |                           |
| 1.1  | Program Management Office                       |                |                |                |                           |                           |
| 1.2  | Business Services                               |                |                |                |                           |                           |
| 1.2.1  | Business Service Center Interface               |                |                |                |                           |                           |
| 1.2.2  | Project Management Support Services             |                |                |                |                           |                           |
| 1.2.3  | Performance and Demand Management               |                |                |                |                           |                           |
| 1.3  | Technical Services                              |                |                |                |                           |                           |
| 1.3.1  | Technical Baseline Change Management            |                |                |                |                           |                           |
| Total  |   |                |                |                |                           |                           |



## Attachment 2 – WBS 2.0 Pricing Sheets

| FIRM FIXED PRICE (FFP) WBS 2.0 - CONTENT & RECORD MANAGEMENT SERVICES |  |                |                |                |                           |                           |
|---|--|----------------|----------------|----------------|---------------------------|---------------------------|
| SOW Section   | Title  | FFP<br>FY 2016 | FFP<br>FY 2017 | FFP<br>FY 2018 | FFP<br>Option 1 - FY 2019 | FFP<br>Option 2 - FY 2020 |
| <b>2.0</b>  | <b>Content &amp; Record Management Services</b>                        |                |                |                |                           |                           |
| <b>2.1</b>  | <b>Record Management Services</b>                                      |                |                |                |                           |                           |
| 2.1.1   | Records Oversight and Management Support Services                      |                |                |                |                           |                           |
| 2.1.2   | Records Inventory and Disposition Scheduling                           |                |                |                |                           |                           |
| 2.1.3   | Records and Information Management Systems Functional Support Services |                |                |                |                           |                           |
| 2.1.4   | Records and Information Management Support to DOE and OHC's            |                |                |                |                           |                           |
| <b>2.2</b>  | <b>Physical Records</b>  |                |                |                |                           |                           |
| 2.2.1   | Physical Record Storage  |                |                |                |                           |                           |
| <b>Total</b>  |  |                |                |                |                           |                           |

| FIRM FIXED UNIT RATE (FFUR) WBS 2.0 - CONTENT & RECORD MANAGEMENT SERVICES |                                      |          |          |          |          |                    |                    |          |          |
|--|--------------------------------------|----------|----------|----------|----------|--------------------|--------------------|----------|----------|
| SOW Section  |                                      |          |          |          |          |                    |                    |          |          |
| Section  | Title                                | FFUR/Box | FFUR/Box | FFUR/Box | FFUR/Box | FFUR/Box           | FFUR/Box           | FFUR/Box | FFUR/Box |
|  |                                      | FY 2016  | FY 2017  | FY 2018  | FY 2019  | Option 1 - FY 2019 | Option 2 - FY 2020 |          |          |
| 2.0  | Content & Record Management Services |          |          |          |          |                    |                    |          |          |
| 2.3  | Imaging Support Services             |          |          |          |          |                    |                    |          |          |
| 2.3.2  | Virtual Box Imaging                  |          |          |          |          |                    |                    |          |          |
| Total  |                                      |          |          |          |          |                    |                    |          |          |

**TIME AND MATERIAL (T & M) AND HOURLY LABOR RATE (HLR) - WBS 2.0 - CONTENT & RECORD MANAGEMENT SERVICES**

WBS 2.0

**SOW Sections:**

**2.3.1 - Document and Media Imaging Support Service (Time and Material)**

**2.4 - Technical Editing and Technical Writing Support Services (Hourly Labor Rate)**

**2.5 - Document Control and Information Clearance Support Service (Time and Material)**

| Labor Category                        | Burdened Labor Rate FY 2016 | Escalate at 2.3% ** FY 2017 | Escalate at 2.3% ** FFY 2018 | Escalate at 2.3% ** Option 1 - FY 2019 | Escalate at 2.3% ** Option 2 - FY 2020 |
|---------------------------------------|-----------------------------|-----------------------------|------------------------------|--|--|
| 1. Program Manager                    |                             |                             |                              |  |  |
| 2. Project Manager                    |                             |                             |                              |  |  |
| 3. Project Control Support Specialist |                             |                             |                              |  |  |
| 4. Records Management Manager         |                             |                             |                              |  |  |
| 5. Records Specialist Senior          |                             |                             |                              |  |  |
| 6. Records Specialist                 |                             |                             |                              |  |  |
| 7. Records Specialist Junior          |                             |                             |                              |  |  |
| 8. Imaging Specialist Lead            |                             |                             |                              |  |  |
| 9. Imaging Specialist                 |                             |                             |                              |  |  |
| 10. Technical Writer Senior           |                             |                             |                              |  |  |
| 11. Technical Writer                  |                             |                             |                              |  |  |
| 12. Technical Editor Senior           |                             |                             |                              |  |  |
| 13. Technical Editor                  |                             |                             |                              |  |  |
| 14. Document Control Specialist Lead  |                             |                             |                              |  |  |
| 15. Document Control Specialist       |                             |                             |                              |  |  |

\*\* Note: Escalation at 2.3% is only for the purpose of evaluation.  
An actual DOE approved rate will be given before each FY.

On any given release, the proposed contract labor categories and their rates that are approved shall remain fixed throughout the life of the release regardless of personnel promotions or pay raises.

| Resource Title                     | Desired Education  | Year of Experience Performing Title   | Job Description Guidelines  |
|------------------------------------|--|---------------------------------------|---|
| Program Manager                    | Bachelor's Degree or Equivalent                                    | 4 years or more of related experience | <b>Program Manager:</b> Provides leadership, direction, planning, supervision and overall management in support of the Content & Records Management program. The position requires the ability to lead and implement a records management strategy designed to meet policies, business goals, compliance obligations and program objectives.  |
| Project Manager                    | Bachelor's Degree or Equivalent<br>or<br>PMP Certification Desired | 3 to 5 years                          | <b>Project Manager:</b> Manages projects with medium to high complexity and numerous complex interfaces. Projects will require existing and new technologies with minimal requirements. The Project Manager role shall include: plan, execute, monitor, control and facilitate: focus on all projects within predefined deadlines and budgets. This includes acquiring resources, managing scope, prioritizing tasks and coordinating the efforts of team members to create unique products, services, or results that meets a predefined completion criteria.  |
| Project Control Support Specialist | High School Diploma or Equivalent                                  | 1 to 5 years                          | The role of the Project Control Support Specialist is to provide a variety of financial, budgeting, and procurement tasks under the direction of the CRM Program and Project Managers. This includes reporting baseline and variances to senior staff.  |
| Records Management Manager         | Bachelor's Degree or Equivalent                                    | 1 to 5 years                          | The role of the Records Management Manager is to provide supervision and training of support staff. The Records Management Manager shall be knowledgeable in Records Management desk procedures, as well as customer requirements and procedures. Duties include plans, direct, coordinate, and control administrative and technical activities in support of the Content & Records Management program. Some functional, administrative and managerial problems and is responsible for interfacing with Contractor and site customer personnel. This includes: preparing reports, delivering presentations, and participating in meetings. Confer with staff to outline work and to assign tasks and responsibilities. Direct the completion of tasks within estimated time frames and budget constraints. Reviews and maintains the quality of work performed for the program. |
| Records Specialist Senior          | Associate Degree or Equivalent                                     | 5 to 7 years                          | The role of the Records Specialist Senior is to perform all scope associated with Content & Records Management including life cycle management of records in all media, with emphasis on electronic records, vital records and records restoration. The Senior Records Specialist maintains the Records procedures, performs general consulting, training on and management of Records Management processes and procedures. In depth knowledge of Union Records, inventory and Disposition Schedules, perform record identification and capture as records are created in business and program/project processes, maintain detailed inventories of records holdings, functional administration support of Records Management systems and databases, coordinate physical storage of inactive records and provide computer search and retrieval for customers.                    |
| Records Specialist                 | Associate Degree or Equivalent                                     | 3 to 5 years                          | The role of the Records Specialist is to perform all scope associated with Content & Records Management including life cycle management of Records, in all media, with emphasis on electronic records, vital records and records restoration. Identification and interpretation of requirements and maintain site procedures. Perform general consulting, training on and management of Records Management processes and procedures. CRM Records Specialist assists with Records Inventory and Disposition Schedules. Performs record identification and capture as records are created in business and program/project processes. Maintains detailed inventories of records holdings, functional administration support of Records Management systems and databases, coordinate physical storage of inactive records and provide computer search and retrieval for customers.  |
| Records Specialist Junior          | Associate Degree or Equivalent                                     | 1 to 3 years                          | The role of the records Specialist Junior is to perform all scope associated with Content & Records Management including the life cycle management of Records, in all media, with emphasis on electronic records, vital records and records restoration. Identification and interpretation of requirements and maintains site procedures. Performs general consulting, training on and management of Records Management processes and procedures. Records inventory and Disposition Schedules. Performs record identification and capture as records are created in business and program/project processes and maintains detailed inventories of records holdings. Functional administration support of Records Management systems and databases, and coordinates physical storage of inactive records. Provides computer search and retrieval for customers.                   |
| Imaging Specialist Lead            | Associate Degree or Equivalent                                     | 3 to 5 years                          | The role of the Imaging Specialist Lead is to lead the imaging staff performing the scanning and digitization of hard copy paper to electronic records. Ensure that conversion projects are completed on time, within funding, and to the customer's satisfaction. Thorough knowledge of digitization equipment and application packages. Trains other personnel in the proper use of imaging equipment.  |
| Imaging Specialist                 | High School Diploma or Equivalent                                  | 1 to 3 years                          | <b>Imaging Specialist:</b> Works on the imaging, indexing and quality checks in the conversion of hard copy paper to electronic record format, under the supervision of the Imaging Specialist Lead. The role includes, but is not limited to: Document preparation, scanning, indexing and quality check, prior to moving record into certified electronic record system.  |
| Technical Writer Senior            | Bachelor's Degree or Equivalent                                    | 3 to 5 years                          | <b>Technical Writer Senior:</b> Works with business department, group or company and acquires thorough knowledge of each area's operations, procedures and document needs. Working independently, writes a document describing the steps and requirements. Presents the document for review and approval, incorporating comments and changes. Must possess superior communication skills.   |
| Technical Writer                   | Associate Degree or Equivalent                                     | 1 to 3 years                          | <b>Technical Writer:</b> Works with business department, group or company and acquires thorough knowledge of each area's operations, procedures and document needs. Working independently, writes a document describing the steps and requirements. Presents the document for review and approval, incorporating comments and changes. Must possess superior communication skills.  |
| Technical Editor Senior            | Bachelor's Degree or Equivalent                                    | 3 to 5 years                          | <b>Technical Editor Senior:</b> Prepares, disseminates, and ensures timely safeguard of technical documents. Supports the writing of technical documents and proposals. Provides technical guidance by reviewing grammar, writing styles, and syntax to produce quality deliverables and technical reports, as required. Provides guidance and direction as needed to technical editor team.  |
| Technical Editor                   | Associate Degree or Equivalent                                     | 1 to 3 years                          | <b>Technical Editor:</b> Prepares, disseminates, and ensures timely safeguard of technical documents. Supports the writing of technical documents and proposals. Provides technical editing by reviewing grammar, writing styles, and syntax to produce quality deliverables and technical reports, as required.  |
| Document Control Specialist Lead   | Associate Degree or Equivalent                                     | 3 to 5 years                          | The Document Control Specialist Lead's role is to lead the Document Control staff performing the Document Release and Information Clearance services. Ensure that work is completed on time, within funding, and to the customer's satisfaction. Thorough knowledge of processes is required. Conducts objective and subjective quality control assessments of document control and information clearance, and takes corrective actions when processes fail to meet requirements.   |
| Document Control Specialist        | Associate Degree or Equivalent                                     | 1 to 3 years                          | <b>Document Control Specialist:</b> Provides Document Release services into the document control system. Provides Information Clearance Services. Processes vendor information. Ensures financial and support drawing files are maintained and current. Processes distribution of document to identified personnel.   |

## Attachment 2 – WBS 3.0 Pricing Sheets

| Time and Material (T & M)   |                     |                     |                     |                     |                     |                     |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| WBS 3.0   |                     |                     |                     |                     |                     |                     |
| Labor Category  | Burdened Labor Rate | Escalate at 2.3% ** | Escalate at 2.3% ** | Escalate at 2.3% ** | Escalate at 2.3% ** | Escalate at 2.3% ** |
|   | FY 2016             | FY 2017             | FY 2018             | Option 1 - FY 2019  | Option 2 - FY 2020  |                     |
| 1. Program Manager  |                     |                     |                     |                     |                     |                     |
| 2. Project Manager  |                     |                     |                     |                     |                     |                     |
| 3. Project Control Support Specialist   |                     |                     |                     |                     |                     |                     |
| 4. Records Management Manager   |                     |                     |                     |                     |                     |                     |
| 5. Records Specialist Senior  |                     |                     |                     |                     |                     |                     |
| 6. Records Specialist   |                     |                     |                     |                     |                     |                     |
| 7. Records Specialist Junior  |                     |                     |                     |                     |                     |                     |
| 8. Imaging Specialist Lead  |                     |                     |                     |                     |                     |                     |
| 9. Imaging Specialist   |                     |                     |                     |                     |                     |                     |
| 10. Technical Writer Senior   |                     |                     |                     |                     |                     |                     |
| 11. Technical Writer  |                     |                     |                     |                     |                     |                     |
| 12. Technical Editor Senior   |                     |                     |                     |                     |                     |                     |
| 13. Technical Editor  |                     |                     |                     |                     |                     |                     |
| 14. Document Control Specialist Lead  |                     |                     |                     |                     |                     |                     |
| 15. Document Control Specialist   |                     |                     |                     |                     |                     |                     |
| <p>** Note: Escalation at 2.3% is only for the purpose of evaluation.<br/>An actual DOE approved rate will be given before each FY.</p> <p>On any given release, the proposed contract labor categories and their rates that are approved shall remain fixed throughout the life of the release regardless of personnel promotions or pay raises.</p> |                     |                     |                     |                     |                     |                     |

| Resource Title                     | Desired Education  | Year of Experience Performing Title   | Job Description Guidelines   |
|------------------------------------|--|---------------------------------------|--|
| Program Manager                    | Bachelor's Degree or Equivalent                              | 4 years or more of Related Experience | <b>Program Manager:</b> Provides leadership, direction, planning, supervision and overall management in support of the Content & Records Management program. This position requires the ability to lead and implement a records management strategy designed to meet policies, business goals, compliance obligations and program objectives.  |
| Project Manager                    | Bachelor's Degree or Equivalent<br>PMP Certification Desired | 3 to 5 years                          | <b>Project Manager:</b> Manages projects with medium to high complexity and numerous complex interfaces. Projects will require utilizing and new technologies with minimal requirements. The Project manager role shall initiate, plan, execute, monitor, control and facilitate close out of projects within predefined deadlines and budgets. This includes acquiring resources, managing scope, prioritizing tasks and coordinating the efforts of team members to create unique products, services, or results that meets a predefined completion criteria.  |
| Project Control Support Specialist | High School Diploma or Equivalent                            | 1 to 5 years                          | The role of the Project Control Support Specialist is to provide a variety of financial, budgeting, and procurement tasks under the direction of the CRM Program and Project Managers. This includes reporting baselines and variances to senior staff.  |
| Records Management Manager         | Bachelor's Degree or Equivalent                              | 3 to 5 years                          | The role of the Records Management Manager is to provide supervision and training of support staff. The Records Management Manager shall be knowledgeable in Records Management desk procedures, as well as customer requirements and procedures. Duties include plans, directs, coordinates and controls administrative and technical activities in support of the Content & Records Management program. Solve functional, administrative and managerial problems and is responsible for interfacing with Contractor and site customer personnel. This includes preparing reports, delivering presentations, and participating in meetings. Confers with staff to outline work and to assign duties and responsibilities. Directs the completion of tasks within estimated time frames and budget constraints. Reviews and maintains the quality of work performed for the program. |
| Records Specialist Senior          | Associate Degree or Equivalent                               | 5 to 7 years                          | The role of the Records Specialist Senior is to perform all scope associated with Content & Records Management including life cycle management of records. In all media, with emphasis on electronic records, vital records and records restoration. Identification and interpretation of requirements and maintains site records procedures, performs general consulting, training on and management of Records Management processes and procedures. In-depth knowledge of historical records inventory and disposition schedules, perform record identification and capture as records are created in business and program/project processes, maintain detailed inventories of records holdings, functional administration of Records Management systems and databases, coordinate physical storage of inactive records and provide computer search and retrieval for customers.   |
| Records Specialist                 | Associate Degree or Equivalent                               | 3 to 5 years                          | The role of the Records Specialist is to perform all scope associated with Content & Records Management including life cycle management of records. In all media, with emphasis on electronic records, vital Records and records restoration. Identification and interpretation of requirements and maintains site procedures. Perform general consulting, training on and management of Records Management processes and procedures. CRM Records Specialist assists with Record Inventory and Disposition Schedules. Performs record identification and captures as records are created in business and program/project processes. Maintains detailed inventories of records holdings. Functional administration support of Records Management systems and databases, coordinates physical storage of inactive records and provides computer search and retrieval for customers.    |
| Records Specialist Junior          | Associate Degree or Equivalent                               | 1 to 3 years                          | The role of the Records Specialist Junior is to perform all scope associated with Content & Records Management including life cycle management of records. In all media, with emphasis on electronic records, vital records and records restoration. Identification and interpretation of requirements and maintains site procedures. Performs general consulting, training on and management of Records Management processes and procedures. Records Inventory and Disposition Schedules. Performs record identification and captures as records are created in business and program/project processes and maintains detailed inventories of records holdings. Functional administration support of Records Management systems and databases and coordinates physical storage of inactive records. Provides computer search and retrieval for customers.                            |
| Imaging Specialist Lead            | Associate Degree or Equivalent                               | 3 to 5 years                          | The role of the Imaging Specialist Lead is to lead the imaging staff performing the scanning and digitization of hard copy paper to electronic records. Ensure that conversion projects are completed on time, within funding, and to the customer's satisfaction. Thorough knowledge of digitization equipment and application packages. Trains other personnel in the proper use of imaging equipment. When working at customer site, serves as the interface personnel. Uses care in the handling of materials following guidelines provided by the customer. Has ability to evaluate imaging quality performance of imaging devices against imaging performance requirements. Conducts objective and subjective quality control assessments of images and takes corrective actions when imaging quality falls to meet requirements.  |
| Imaging Specialist                 | High School Diploma or Equivalent                            | 1 to 3 years                          | <b>Imaging Specialist:</b> Works on the imaging, indexing and quality checks in the conversion of hard copy paper to electronic record format, under the supervision of the Imaging Specialist Lead. The role includes, but is not limited to: document preparation, scanning, indexing and quality check, prior to moving record into certified Electronic Record system.   |
| Technical Writer: Senior           | Bachelor's Degree or Equivalent                              | 3 to 5 years                          | <b>Technical Writer: Senior:</b> Works with business department, group or company and acquires thorough knowledge of each area's operating procedures and document needs. Working independently, writes a document describing the steps and requirements. Presents the document for review and approval, incorporating comments and changes. Must possess superior composing abilities.  |
| Technical Writer                   | Associate Degree or Equivalent                               | 1 to 3 years                          | <b>Technical Writer:</b> Works with business department, group or company and acquires thorough knowledge of each area's operations, procedures and document needs. Working independently, writes a document describing the steps and requirements. Presents the document for review and approval, incorporating comments and changes. Must possess superior composing abilities.  |
| Technical Editor: Senior           | Bachelor's Degree or Equivalent                              | 3 to 5 years                          | <b>Technical Editor: Senior:</b> Prepares, disseminates, and ensures orderly safeguard of technical documents. Supports the writing of technical documents and proposals. Provides technical guidance by reviewing grammar, writing styles, and syntax to produce quality materials. Supports review to ensure quality deliverables and technical reports, as required. Provides guidance and direction as needed to technical editor team.  |
| Technical Editor                   | Associate Degree or Equivalent                               | 1 to 3 years                          | <b>Technical Editor:</b> Prepares, disseminates, and ensures orderly safeguard of technical documents. Supports the writing of technical documents and proposals. Provides technical editing by reviewing grammar, writing styles, and syntax to produce quality materials. Supports review to ensure quality deliverables and technical reports, as required.   |
| Document Control Specialist Lead   | Associate Degree or Equivalent                               | 3 to 5 years                          | The Document Control Specialist Lead's role is to lead the Document Control staff performing the Document Release and Information Clearance services. Ensure that work is completed on time, within funding, and to the customer's satisfaction. Thorough knowledge of processes is required. Conducts objective and subjective quality control assessments of document control and information clearance, and takes corrective actions when processes fail to meet requirements.  |
| Document Control Specialist        | Associate Degree or Equivalent                               | 1 to 3 years                          | <b>Document Control Specialist:</b> Provides Document Release services into the document control system. Provides information Clearance Services. Processes vendor information. Ensures Essential and Support Drawing files are maintained and current. Processes distribution of documents to identified personnel.   |



## Attachment 2 – WBS 4.0 Pricing Sheet

|  |          |
|--|----------|
| FIRM FIXED PRICE (FFP) WBS 4.0, Transition |          |
| Period 8-1-15 to 9-30-15 (2 months)        |          |
|  |          |
| SOW  | FFP      |
| WBS  | 2 months |
| 4.0  |          |

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## Mission Support Alliance Provision

### ATTACHMENT 3 - GENERAL PROVISIONS FOR COMMERCIAL ITEMS

Rev. 0, October 1, 2014

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*This Subcontract embodies the entire agreement between the Subcontractor and the Buyer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, or inducement or understanding not set forth herein.*

### 1.0 DEFINITIONS

A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:

1. "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives (i.e. "Contract Specialists") acting in their professional capacities (under DOE Prime Contract No. DE-AC06-09RL14728) entering into this Subcontract with the Subcontractor.
2. "Government" shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Contracting Officer.
3. "Head of Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
4. "Item(s)" shall mean commercial item(s) including minor modifications thereto which is customarily used for non-governmental purposes and have been or will be sold, leased, or licensed to the general public.
5. "Service" shall mean a service of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices and not sold on an hourly rate basis unless it is based on an established catalog or market price for a specific end product service.
6. "Subcontract" shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
7. "Subcontractor" shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. "Subcontractor" also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
8. "Supplies" shall mean equipment, components, parts and materials to be provided by Subcontractor and its lower-tier Subcontractors pursuant to this Subcontract.



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9. "Vendor data" shall mean any and all information, data and documentation to be provided by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
10. "Work" shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.

### **2.0 ORDER OF PRECEDENCE**

Inconsistencies shall be resolved according to the following descending order of precedence: (1) item description, (2) the Subcontract document, (3) Special Provisions set forth in the body of the Subcontract and (4) these Commercial Provisions.

### **3.0 SAFETY AND QUALITY STANDARDS**

#### **3.1 INSPECTION, TESTING, AND QUALITY CONTROL**

- A. Subcontractor shall inspect all materials, supplies, and equipment which are to be incorporated in the work. In addition, Subcontractor shall conduct a continuous program of quality control for all work. When requested by the Buyer, Subcontractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Buyer for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all quality control activities contemplated, including provision for adequate documentation of Subcontractor's performance of such quality control and inspection.
- B. Subcontractor shall, during the course of performance of the work hereunder, without additional compensation, make or cause to be made all tests required by this Subcontract. Buyer may require additional inspections and tests. Subcontractor shall furnish Buyer with satisfactory documentation of the results of all inspections and tests. Buyer shall be given not less than five (5) working days notice of any tests to be made by Subcontractor or any of its lower-tier Subcontractors in order that Buyer may witness any such tests.
- C. Buyer and the Government and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the work and all material, supplies and equipment for the work. Subcontractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or equipment, nor approval of or payment to Subcontractor for such work, materials or equipment shall prejudice the right of Buyer or the Government.



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- D. If Subcontractor covers any portion of the work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Buyer, the cost of uncovering and covering the work to allow for such inspection or test shall be borne by the Subcontractor. Buyer may order reexamination of any work. In the event of such reexamination, if any material, equipment or any part of the work is determined by Buyer to be defective, Subcontractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such work is found to be in accordance with the Subcontract requirements upon such reexamination, Buyer shall pay Subcontractor the cost of uncovering and restoration.
- E. Rejection by Buyer of any or all parts of defective work for failure to conform to this Subcontract shall be final and binding. Such rejected work shall be promptly corrected or replaced by Subcontractor at Subcontractor's expense. If Subcontractor fails to commence and diligently continue correction or replacement of such rejected work immediately after receipt of written notice from Buyer to correct or replace the rejected work, Buyer may at its option remove and replace the rejected work, and Subcontractor shall promptly reimburse Buyer for the costs of such removal and replacement of defective work.

### 3.2 COUNTERFEIT FASTENERS AND COMPONENTS

Buyer reserves the right to question and/or require Subcontractor to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by the Subcontractor under this Subcontract. Any items furnished as part of this Subcontract and which have been previously found by Buyer, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries into and reporting on fasteners and components determined to be counterfeit shall be recovered by Buyer from Subcontractor.

### 3.3 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

- A. When Subcontractor deems the work fully completed, including satisfactory completion of such inspections, tests, and documentation as are specified in this Subcontract (or in the release Scope of Work and/or testing and acceptance plan), Subcontractor shall, within ten (10) working days thereafter, give a written Notice of Completion of the work to Buyer, specifying the work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Buyer may inspect the work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the work, or shall give the Subcontractor a written



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Notice of Acceptance of the work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.

- B. In the event Buyer rejects the Notice of Completion and specifies defective or uncompleted portions of the work, Subcontractor shall within five (5) working days, provide for Buyer review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the work. Thereafter, Subcontractor shall again give Buyer a written Notice of Completion of the work, specifying a new date for the completion of the work based upon the date such defective or uncompleted portions of the work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Subcontractor written Notice of Acceptance for purposes of final payment and final acceptance.
- C. Any failure by Buyer to inspect or to reject the work or to reject Subcontractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the work for any purpose by Buyer nor imply acceptance of, or agreement with, said Notice of Completion.

### 4.0 TIMING OF WORK

#### 4.1 STOP WORK

- A. The Buyer may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this subcontract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, the Buyer shall either—
  - 1. Cancel the stop-work order; or
  - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or subcontract price, or both, and the subcontract shall be modified, in writing, accordingly, if—





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1. The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this subcontract; and
  2. The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim submitted at any time before final payment under this subcontract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

### 5.0 WORK CONDITIONS

#### 5.1 CONTRACTUAL RELATIONSHIP

- A. Subcontractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work. Subcontractor represents that at the time of submission of its proposal for performance of the work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed. Upon written request by Buyer, Subcontractor shall furnish to it such evidence as Buyer may require relating to the Subcontractor's ability to fully perform this Subcontract. Nothing contained in this Subcontract or any other Subcontract awarded by Subcontractor shall create any contractual relationship between any Subcontractor and Buyer or the Government.
- B. Subcontractor agrees that Subcontractor is an independent Subcontractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Buyer of any responsibility or liability for treating Subcontractor's employees as employees of Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Subcontractor agrees to defend, indemnify and hold Buyer harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Subcontractor, including a sum equal to any unemployment benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Buyer under any merit plan or to Buyer reserve account pursuant to any



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statute. The Subcontractor further agrees, as regards the items set forth below and for work under this Subcontract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Subcontract, so as to fully relieve and protect Buyer and the Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours or work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds or similar assessments.

### **5.2 MATTERS OF COUNTERINTELLIGENCE CONCERN**

Subcontractor shall immediately inform the Buyer of any of the following conditions:

- A. Any and all Subcontractor/Subcontractor employee(s) contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Subcontractor's official activities in which: illegal or unauthorized access is sought to classified or otherwise sensitive information or Special Nuclear Material by any means.
- B. The Subcontractor/Subcontractor employee(s) becomes aware of, through circumstance, observation, third party notice or contact, or other source, while either within or outside the United States; any acts, activity or person(s) attempting to obtain, or obtaining, illegal or unauthorized access to classified or otherwise sensitive information or Special Nuclear Material by any means.
- C. The Subcontractor/Subcontractor employee(s) has concerns that he/she may be a target of actual or attempted exploitation by a foreign national or entity.
- D. The Subcontractor is intending to employ a foreign national or foreign nationals (a non-U.S. citizen) for work on the Hanford Site, its facilities, grounds, or associated areas for any purpose.
- E. The Subcontractor is intending to host a meeting for any US-DOE/Hanford Site funded program, activity, or business in which a foreign national(s) (a non-U.S. citizen) will be present. This includes all non-public forums, whether on the Hanford Site proper or held at any off-site location.



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- F. The Subcontractor/Subcontractor employee(s) is traveling to a DOE declared sensitive country on official DOE sponsored travel, regardless of clearance level.
- G. The Subcontractor/Subcontractor employee(s) is traveling for pleasure or as sponsored by a non-DOE/corporate interest to a DOE declared sensitive country and is in possession of a United States (U.S.) DOE security clearance or has held a U.S. DOE security clearance within the past five years, or is currently being processed for a U.S. DOE security clearance.
- H. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. to discuss a sensitive subject.
- I. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. wherein that travel is sponsored, in part or in whole, by a foreign country.

### **5.3 PUBLICITY**

Subcontractor shall not make news releases, publicize or issue advertising pertaining to the work or this Subcontract without first obtaining the written approval of Buyer.

### **5.4 SUBCONTRACTING**

- A. Subcontractor shall not subcontract performance of the work under this Subcontract without first obtaining Buyer acceptance in writing of the Subcontracting and the Subcontractor.
- B. Subcontractor warrants that its lower-tier Subcontractors have been fully informed of the terms of this Subcontract and that all applicable provisions and requirements of this Subcontract are flowed down and invoked in such Subcontracts.

## **6.0 CHANGES**

No substitutions shall be made in this Subcontract without the prior written consent of the Buyer. The Buyer reserves the right to make changes within the general scope of this Subcontract by unilateral modification. Such changes may include changes in (1) the description of the items or services required; (2) the quantities ordered; (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection or acceptance. The Subcontractor shall promptly comply with any such change made by the Buyer. If any change affects the price of or the time required for performance, Subcontractor shall identify the impact as soon as practical and request an equitable adjustment within 10 days of the change notice. The equitable adjustment to the price and/or delivery requirements and other affected provisions of the Subcontract shall be made by a mutual agreement and modification to this Subcontract in a timely manner.



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### 7.0 SUBCONTRACTING PLAN

- A. This clause applies when invoked by the Subcontract, if the value of any single subcontract action is greater than \$650,000.00 or greater than \$1,500,000 if the work is for construction of any public facility, unless the Subcontractor is granted an exemption by the Buyer for a reason allowed by FAR 19.702.
- B. Subcontractor shall utilize small business concerns to the maximum extent practical as required in FAR part 19.702 and FAR 52.219-8 when subcontracting any part of this subcontract.
- C. Subcontractor must prepare, submit for approval, and implement a subcontracting plan which meets the intent and requirements of FAR 19.704 and FAR 52.219-9.
- D. Subcontractor must register in the Government's System for Award Management database and keep the information in the database current throughout the term of this subcontract. [www.sam.gov](http://www.sam.gov).
- E. Subcontractor must register in the SBA Electronic Subcontract Reporting System (ESRS) [www.esrs.gov](http://www.esrs.gov) within 30 days after award of a subcontract.
- F. An Individual Subcontracting Report (ISR) must be filed in the ESRS on a semi-annual basis as required by FAR 52.219-9 for periods ending March 31 and September 30. A Summary Subcontracting Report (SSR) for the entire year must be filed in ESRS for the period ending September 30. The reports must be filed within 30 days of the end of the period, regardless if any subcontracting activity took place during the period, and for the duration of the Subcontract until a final report is submitted.
- G. These requirements must be flowed down to all lower tier Subcontractors with subcontracts which meet the requirements of FAR 19.702.

### 8.0 PAYMENTS

#### 8.1 BACKCHARGES

- A. Costs sustained by Buyer as a result of (1) Subcontractor's non-compliance with any law, ordinance, regulation, rule or order, or this Subcontract, including its Safety provisions; (2) delays to Subcontract performance attributable to unsatisfactory Subcontractor performance; or (3) damage to or loss of property (including the property of Buyer or the Government) resulting from any acts or omissions of Subcontractor or its lower-tier Subcontractors, shall be backcharged to the Subcontractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Subcontractor from pending invoices and if such backcharges exceed invoiced amounts, such



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backcharges will be invoiced by Buyer to Subcontractor, such backcharges payable within 30 days.

- B. The Subcontractor shall protect from damage at no additional cost to Buyer all existing equipment, materials (whether stored or installed), paving, structures, improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work.

### **8.2 TITLE AND OFFSETS**

- A. Subcontractor warrants full and unrestricted title to the Government for all items purchased under this Subcontract and is free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Excess items received that are of a nominal value shall be kept by Buyer at no cost to the Buyer. All items received in excess of Subcontract requirements that are returned shall be returned at Subcontractor's expense.
- B. Buyer is entitled to offset and/or deduct any amount owed to the Subcontractor under this Subcontract for any amounts owed the Buyer under this Subcontract or any other Subcontract with the Buyer.

### **8.3 TAXES**

The Subcontractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Subcontract. The Buyer, Mission Support Alliance (Washington State UBI Number 602-931-756), is in possession of a DIRECT PAY PERMIT (number 80) issued by Washington State Department of Revenue, effective August 1, 2013 through July 31, 2017, and shall pay a use tax attributable to materials used in performing work under this Subcontract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Subcontract amount. If the Subcontractor, as a result of this Subcontract becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the Subcontractor shall take such tax credit and assign such tax credit to the Buyer. Note that labor charges for construction and demolition services, which are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.



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### **9.0 WARRANTY**

Subcontractor warrants that all items and services conform to Subcontract specifications, drawings, and other descriptions and will be of merchantable quality, fit and sufficient for the purposes for which they are intended as evidenced in the Subcontract. Warranty shall begin upon Buyer's acceptance and extend for a period of (1) the manufacturer's warranty or six months, whichever is longer, if Subcontractor is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if the Subcontractor is the manufacturer of the item or has modified it. If any nonconformity is discovered within that time, Subcontractor shall promptly repair or replace such items or re-perform services. Transportation of replacement items, return of nonconforming items and repeat performance of services shall be at Subcontractor's expense. If repair, replacement or re-performance of services is not timely, Buyer may elect to return the nonconforming items, repair, replace and/or re-procure the item or service at Subcontractor's expense. This warranty shall restart upon Buyer's acceptance of the repair, replacement or re-performance.

### **10.0 INDEMNITY**

- A. Subcontractor agrees to defend, indemnify and hold harmless the Buyer, Government, affiliated companies and their directors, officers, employees, agents and representatives, from and against all loss, damage, liability, cost and expense (including attorney's fees) arising out of any (1) failure to comply with any law, ordinance, regulation, rule or order, (2) injury (including death) to any person or (3) damage to any property in any way connected with the performance of this Contract. Subcontractor agrees to indemnify, hold harmless and defend Buyer and the Government from and against all laborers', materialman's, mechanics', or other liens arising from the performance of Subcontractor's obligations under this Subcontract and shall keep the premises of Buyer and the Government free from all such claims, liens, and encumbrances.
- B. With respect to claims by employees of Subcontractor or its lower-tier subcontractors, the indemnity obligations created under this Clause, shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for Subcontractor, its lower-tier subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations. Subcontractor specifically waives any bar or limitation against employee lawsuits arising under the workers' compensation laws of the State of Washington

### **11.0 TERMINATION**

#### **11.1 TERMINATION FOR CONVENIENCE**

The Buyer reserves the right to terminate this subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this



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subcontract, the Subcontractor shall be paid a percentage of the subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor can demonstrate to the satisfaction of the Buyer using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Buyer any right to audit the Subcontractor's records. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

### **11.2 TERMINATION FOR CAUSE**

The Buyer may terminate this subcontract, or any part hereof, for cause in the event of any default by the Subcontractor, or if the Subcontractor fails to comply with any subcontract terms and conditions, or fails to provide the Buyer, upon request, with adequate assurances of future performance. In the event of termination for cause, the Buyer shall not be liable to the Subcontractor for any amount for supplies or services not accepted, and the Subcontractor shall be liable to the Buyer for any and all rights and remedies provided by law. If it is determined that the Buyer improperly terminated this subcontract for default, such termination shall be deemed a termination for convenience.

## **12.0 LAW AND REGULATIONS**

### **12.1 RESOLUTION OF DISPUTES**

- A. The Subcontractor and Buyer agree to make good-faith efforts to settle any dispute or claim that arises under this Subcontract through discussion and negotiation. If such efforts fail to achieve a mutually agreeable resolution, the parties agree to alternative disputes resolution (ADR) and to join in such arbitration proceeding as Buyer may determine appropriate. Parties shall submit to such jurisdiction and be bound by the judgment rendered according to the ADR rules. Subcontractor shall proceed diligently without interruption in the performance of this Subcontract pending final resolution of any dispute arising under this Subcontract between the parties hereto or between the Subcontractor and its lower-tier Subcontractors.
- B. If ADR fails or is not used, the parties agree that the appropriate forum for resolution shall be a court of competent jurisdiction in the State of Washington.
- C. No interest is payable to Subcontractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).



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### 12.2 GRATUITIES

- A. The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Subcontractor, its agent, or another representative –
  - 1. Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
  - 2. Intended, by the gratuity, to obtain a subcontract or favorable treatment under a subcontract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this subcontract is terminated under paragraph (a) of this clause, the Buyer is entitled—
  - 1. To pursue the same remedies as in a breach of the subcontract; and
  - 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Subcontractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this subcontract uses money appropriated to the Department of Defense.)
- D. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subcontract.

### 12.3 ASSIGNMENT

Neither this Subcontract nor any portion hereof shall be assigned or delegated without Buyer's prior written consent. This shall include assignments of Subcontractor's accounts receivable. Buyer reserves the right to assign this Subcontract to DOE or its designee, and in case of such assignment and by notice to the Subcontractor, Buyer shall have no further Subcontract responsibility.

### 13.0 CLAUSES INCORPORATED BY REFERENCE

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.





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- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contracting Officer," and equivalent phrases shall mean "Buyer," except the terms "Government," and "Contracting Officer" do not change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.
- C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at [www.hanford.gov/pmm](http://www.hanford.gov/pmm).
- D. Referenced Clauses

| <u>FAR/DEAR REFERENCE</u>  | <u>CLAUSE TITLE</u>   | <u>NOTE</u>  |
|--|---|--|
| <b>The below clauses apply to all subcontracts regardless of the dollar threshold.</b> |   |  |
| FAR 52.204-9   | Personal Identity Verification of Contractor Personnel (JAN 2011) | Applies when Subcontractor will have <b><i>routine</i></b> access to federal facilities and/or federal computer systems, regardless of dollar threshold. |
| FAR 52.222-21  | Prohibition of Segregated Facilities (FEB 1999)                   | Applies to all subcontracts subject to FAR 52.222-26.  |
| FAR 52.222-26  | Equal Opportunity (MAR 2007)                                      | Applies to all subcontracts not exempted by Executive Order 11246.   |
| FAR 52.222-50  | Combating Trafficking in Persons (APR 2006)                       | None   |
| FAR 52.225-13  | Restrictions on Certain Foreign Purchases (JUN 2008)              | None   |
| FAR 52.244-6   | Subcontracts For Commercial Items (DEC 2010)                      | None   |
| FAR 52.245-1   | Government Property (AUG 2010)                                    | Applies to subcontracts involving government property.   |
| DEAR 952.203-70  | Whistleblower Protection for Contractor Employees (DEC 2000)      | Applies to all subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or                                     |



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|   |   | leased sites.  |
| DEAR 952.204-2  | Security (MAR 2011)   | Applies to all subcontracts requiring a facility clearance.  |
| DEAR 952.204-70   | Classification/Declassification (SEP 1997)  | Applies to all subcontracts involving classified information,  |
| DEAR 952.250-70   | Nuclear Hazards Indemnity Agreement (JUN 1996)  | Applies to all subcontracts which may involve risk of public liability, unless Subcontractor is subject to Nuclear Regulatory Commission (NRC) sections 170b, 170c, or 170k. |
| DEAR 970.5204-2   | Laws, Regulations, and DOE Directives (DEC 2000)  | None   |
| DEAR 970.5227-1   | Rights in Data – Facilities (DEC 2000)  | Applies to all subcontracts involving technical data and computer software.  |
| DEAR 970.5227-2   | Rights in Data – Technology Transfer (DEC 2000)   | None   |
| DEAR 970.5227-6   | Patent Indemnity - Subcontracts (Dec 2000)  | None   |
| DEAR 970.5227-9   | Notice of Right to Request Patent Waiver (Dec 2000)   | None   |
| DEAR 970.5227-10  | Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor | None   |
| DEAR 970.5227-11  | Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (DEC 2000) | None   |
| DEAR 970.5232-3   | Accounts, Records, and Inspection (DEC 2010)<br>Alternate I (DEC 2000)  | None   |
| <b>The below clause applies to all subcontracts exceeding \$250.00</b>  |   |  |
| FAR 52.227-9  | Refunds of Royalties (APR 1984)   |  |
| <b>The below clauses apply to all subcontracts exceeding \$3,000.00</b> |   |  |
| FAR 52.222-54   | Employment Eligibility Verification (JAN 2009)  | Except when the subcontract is for commercial off-the-shelf  |



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|   |  |   |
|---|--|---|
|   |  | items.  |
| <b>The below clause applies to all subcontracts exceeding \$15,000.00</b> |  |   |
| FAR 52.222-36   | Affirmative Action for Workers with Disabilities (OCT 2010)  | None.   |
| <b>The below clauses apply to all subcontracts exceeding \$100,000.00</b> |  |   |
| FAR 52.222-35   | Equal Opportunity for Veterans (SEP 2010)  | None.   |
| FAR 52.222-36   | Affirmative Action for Workers with Disabilities (OCT 2010)  | None.   |
| <b>The below clauses apply to all subcontracts exceeding \$150,000.00</b> |  |   |
| FAR 52.203-6  | Restrictions of Subcontractor Sales to the Government (SEP 2006)   | None.   |
| FAR 52.203-7  | Anti-Kickback Procedures (OCT 2010)  | None.   |
| FAR 52.203-12   | Limitations on Payments to Influence Certain Federal Transactions (OCT 2010)   | None.   |
| FAR 52.219-8  | Utilization of Small Business Concerns (JAN 2011)  | None.   |
| FAR 52.222-36   | Affirmative Action for Workers with Disabilities (OCT 2010)  | None.   |
| FAR 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)   | None.   |
| <b>The below clauses apply to all subcontracts exceeding \$500,000.00</b> |  |   |
| DEAR 952.226-74   | Displaced Employee Hiring Preference (JUN 1997)  | None.   |
| DEAR 952.223-78   | Sustainable Acquisition Program (OCT 2010)   | Applies to all subcontracts that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. |
| DEAR 970.5226-2   | Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000) | None.   |



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| The below clauses apply to all subcontracts exceeding \$650,000.00 |   |  |
|--|---|--|
| FAR 52.219-9   | Small Business Subcontracting Plan (OCT 2001)       | None   |
| FAR 52.219-16  | Liquidated Damages – Subcontracting Plan (JAN 1999) | Applies to all subcontracts subject to FAR 52.219.16 |

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# Mission Support Alliance Provision

## ATTACHMENT 4 - GENERAL PROVISIONS – FIXED-PRICE SUBCONTRACTS

Rev. 0 October 1, 2014

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## Mission Support Alliance Provision

*This Subcontract embodies the entire agreement between the Subcontractor and the Buyer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, or inducement or understanding not set forth herein.*

### 1.0 DEFINITIONS

A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise.

1. "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives (i.e. "Contract Specialists") acting in their professional capacities (under DOE Prime Contract No. DE-AC06-09RL14728) entering into this Subcontract with the Subcontractor.
2. "Government" shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Buyer.
3. "Head of Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
4. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
5. "Subcontract" shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
6. "Subcontractor" shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. "Subcontractor" also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
7. "Supplies" shall mean equipment, components, parts and materials to be provided by Subcontractor and its lower-tier Subcontractors pursuant to this Subcontract.
8. "Vendor data" shall mean any and all information, data and documentation to be provided by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
9. "Work" shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.





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### **2.0 ORDER OF PRECEDENCE**

- A. In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, written direction and instructions, and documents (collectively, the "Subcontract"), the following order of precedence shall govern resolution: (1) Buyer's written Subcontract modifications, direction, and instructions; (2) Subcontract form and clauses, including clauses incorporated by reference; (3) Technical instructions, including the Statement of Work (SOW), drawings, exhibits and attachments, and applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Subcontract.
- B. Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the "laws"). In the event of a conflict with laws, the specific conflicting term of the Subcontract shall be considered null and without effect, and laws shall govern. All remaining terms unaffected by said laws should continue in force.

### **3.0 SAFETY AND QUALITY STANDARDS**

#### **3.1 INSPECTION, TESTING, AND QUALITY CONTROL**

- A. Subcontractor shall inspect all materials, supplies, and equipment which are to be incorporated in the work. In addition, Subcontractor shall conduct a continuous program of quality control for all work. When requested by the Buyer, Subcontractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Buyer for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all quality control activities contemplated, including provision for adequate documentation of Subcontractor's performance of such quality control and inspection.
- B. Subcontractor shall, during the course of performance of the work hereunder, without additional compensation, make or cause to be made all tests required by this Subcontract. Buyer may require additional inspections and tests. Subcontractor shall furnish Buyer with satisfactory documentation of the results of all inspections and tests. Buyer shall be given not less than five (5) working days' notice of any tests to be made by Subcontractor or any of its lower-tier Subcontractors in order that Buyer may witness any such tests.
- C. Buyer and the Government and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the work and all material, supplies and equipment for the work. Subcontractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or



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equipment, nor approval of or payment to Subcontractor for such work, materials or equipment shall prejudice the right of Buyer or the Government.

- D. If Subcontractor covers any portion of the work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Buyer, the cost of uncovering and covering the work to allow for such inspection or test shall be borne by the Subcontractor. Buyer may order reexamination of any work. In the event of such reexamination, if any material, equipment or any part of the work is determined by Buyer to be defective, Subcontractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such work is found to be in accordance with the Subcontract requirements upon such reexamination, Buyer shall pay Subcontractor the cost of uncovering and restoration.
- E. Rejection by Buyer of any or all parts of defective work for failure to conform to this Subcontract shall be final and binding. Such rejected work shall be promptly corrected or replaced by Subcontractor at Subcontractor's expense. If Subcontractor fails to commence and diligently continue correction or replacement of such rejected work immediately after receipt of written notice from Buyer to correct or replace the rejected work, Buyer may at its option remove and replace the rejected work, and Subcontractor shall promptly reimburse Buyer for the costs of such removal and replacement of defective work.

### 3.2 CONDITIONS AND RISKS OF WORK

Subcontractor represents that it has carefully examined the drawings and specifications for the work and has fully acquainted itself with all other conditions relevant to the work, and its surroundings, and Subcontractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the work, or negligence, if any, of Buyer, fully complete the work for the stated Subcontract price without further recourse to Buyer. Information on the site of the work and local conditions at such site furnished by Buyer in specifications, drawings or otherwise is not guaranteed by Buyer and is furnished only for the convenience of Subcontractor.

### 3.3 COUNTERFEIT FASTENERS AND COMPONENTS

Buyer reserves the right to question and/or require Subcontractor to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by the Subcontractor under this Subcontract. Any items furnished as part of this Subcontract and which have been previously found by Buyer, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries



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into and reporting on fasteners and components determined to be counterfeit shall be recovered by Buyer from Subcontractor.

### 4.0 TIMING OF WORK

#### 4.1 REPORTING AND COORDINATION

- A. During the performance of work, Subcontractor shall submit to Buyer periodic progress reports on the actual progress and updated schedules as may be required by this Subcontract or requested by Buyer. In the event Subcontractor's performance of the work is not in compliance with the schedule established for such performance, Buyer may, in writing, require the Subcontractor to submit its plan for schedule recovery, or specify in writing the steps to be taken to achieve compliance with such schedule, and/or exercise any other remedies under this Subcontract. Subcontractor shall thereupon take such steps as may be directed by Buyer or otherwise necessary to improve its progress without additional cost to Buyer.
- B. Subcontractor recognizes that Buyer, the Government, other Subcontractors and lower-tier Subcontractors may be working concurrently at the jobsite. Subcontractor agrees to cooperate with Buyer, the Government and other Subcontractors and lower-tier Subcontractors so that the project as a whole will progress with a minimum of delays. Buyer reserves the right to direct Subcontractor to schedule the order of performance of its work in such manner as not to interfere with the performance of others.
- C. If any part of Subcontractor's work is dependent upon the quality and/or completeness of work performed under another Subcontract, Subcontractor shall inspect such other work and promptly report to Buyer any defects therein which render such work unsuitable for the proper execution of the work under this Subcontract. Failure to make such inspections or to report any such defects to Buyer shall constitute Subcontractor's acceptance of such other work as suitable to receive Subcontractor's work; provided however, that Subcontractor shall not be responsible for defects that could not have reasonably been detected.

#### 4.2 DELAYS

- A. Except for defaults of subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Buyer in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default"



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includes failure to make progress in the work so as to endanger performance.

- B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless:
  - 1. The subcontracted supplies or services were obtainable from other sources;
  - 2. The Buyer ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
  - 3. The Subcontractor failed to comply reasonably with this order.
- C. Upon request of the Subcontractor, the Buyer shall ascertain the facts and extent of the failure. If the Buyer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Buyer under the termination clause of this subcontract.

### 4.3 STOP WORK

- A. The Buyer may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this subcontract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, the Buyer shall either—
  - 1. Cancel the stop-work order; or
  - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or subcontract price, or both, and the subcontract shall be modified, in writing, accordingly, if—



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1. The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this subcontract; and
  2. The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim submitted at any time before final payment under this subcontract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order

### 4.4 SUSPENSION OF WORK

- A. The Buyer may order the Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the work of this subcontract for the period of time that the Buyer determines appropriate for the convenience of the Buyer.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Buyer in the administration of this subcontract, or (2) by the Buyer's failure to act within the time specified in this subcontract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the subcontract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this subcontract.
- C. A claim under this clause shall not be allowed—
1. For any costs incurred more than 20 days before the Subcontractor shall have notified the Buyer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
  2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or



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interruption, but not later than the date of final payment under the subcontract.

### 4.5 POSSESSION PRIOR TO COMPLETION

Buyer and/or the Government shall have the right to move into Subcontractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Subcontractor's work as Buyer or the Government deem necessary for their operations. In the event Buyer or the Government desires to exercise the foregoing right, Buyer will so notify Subcontractor in writing. Such possession or use shall not constitute acceptance of Subcontractor's work.

### 4.6 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

- A. When Subcontractor deems the work fully completed, including satisfactory completion of such inspections, tests, and documentation as are specified in this Subcontract (or in the release Scope of Work and/or testing and acceptance plan), Subcontractor shall, within ten (10) working days thereafter, give a written Notice of Completion of the work to Buyer, specifying the work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Buyer may inspect the work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the work, or shall give the Subcontractor a written Notice of Acceptance of the work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.
- B. In the event Buyer rejects the Notice of Completion and specifies defective or uncompleted portions of the work, Subcontractor shall within five (5) working days, provide for Buyer review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the work. Thereafter, Subcontractor shall again give Buyer a written Notice of Completion of the work, specifying a new date for the completion of the work based upon the date such defective or uncompleted portions of the work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Subcontractor written Notice of Acceptance for purposes of final payment and final acceptance.
- C. Any failure by Buyer to inspect or to reject the work or to reject Subcontractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the work for any purpose by Buyer nor imply acceptance of, or agreement with, said Notice of Completion.

## 5.0 WORK CONDITIONS



## **Mission Support Alliance Provision**

### **5.1 CONTRACTUAL RELATIONSHIP**

Subcontractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized, and financed to perform such work. Subcontractor represents that at the time of submission of its proposal for performance of the work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed. Upon written request by Buyer, Subcontractor shall furnish to it such evidence as Buyer may require relating to the Subcontractor's ability to fully perform this Subcontract. Nothing contained in this Subcontract or any other Subcontract awarded by Subcontractor shall create any contractual relationship between any Subcontractor and Buyer or the Government.

Subcontractor agrees that Subcontractor is an independent Subcontractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Buyer of any responsibility or liability for treating Subcontractor's employees as employees of Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Subcontractor agrees to defend, indemnify and hold Buyer harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Subcontractor, including a sum equal to any unemployment benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Buyer under any merit plan or to Buyer reserve account pursuant to any statute. The Subcontractor further agrees, as regards the items set forth below and for work under this Subcontract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Subcontract, so as to fully relieve and protect Buyer and the Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours or work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds or similar assessments.

### **5.2 SUBCONTRACTS AND PURCHASE ORDERS**

- A. Subcontractor shall not subcontract any on-site work and/or any significant aspects of off-site Subcontract performance without first identifying the proposed Subcontractor and Subcontract scope to Buyer. When requested by Buyer, Subcontractor shall furnish Buyer a copy of the proposed Subcontract demonstrating that all appropriate flow-down provisions and requirements are included and will be met. Buyer reserves



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the right to reject any proposed Subcontract or Subcontractor as incomplete or unsuitable. Failure of Subcontractor to notify Buyer in advance of Subcontracting may be considered a material breach of these Subcontract terms.

- B. Subcontractor is responsible for Subcontract performance and performance of its lower-tier Subcontractors regardless of having notified Buyer of the intent to Subcontract. On request of Buyer, any Subcontractor not performing in accordance with the terms of this Subcontract shall be replaced at no additional cost to Buyer and shall not be employed again on the work.
- C. Subcontractor shall include a provision in every Subcontract authorizing assignment of such Subcontract to Buyer or the Government without requiring consent from such Subcontractor or supplier
- D. As used in clause "A" above, the term "Subcontract" shall also include purchase orders and rental agreements for materials or equipment, and the term "Subcontractor" shall also include vendors or suppliers of such material or equipment when significant to Subcontract performance.

### 5.3 PERMITS AND LICENSES

Subcontractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Buyer responsibility elsewhere in this Subcontract), certificates and licenses required by governmental authorities having jurisdiction over the work, Subcontractor or the location of the work.

### 5.4 MATTERS OF COUNTERINTELLIGENCE CONCERN

- A. Subcontractor shall immediately inform the Buyer of any of the following conditions:
  - 1. Any and all Subcontractor/Subcontractor employee(s) contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Subcontractor's official activities in which: illegal or unauthorized access is sought to classified or otherwise sensitive information or Special Nuclear Material by any means.
  - 2. The Subcontractor/Subcontractor employee(s) becomes aware of, through circumstance, observation, third party notice or contact, or other source, while either within or outside the United States; any acts, activity or person(s) attempting to obtain, or obtaining, illegal or unauthorized access to classified or otherwise sensitive information or Special Nuclear Material by any means.





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3. The Subcontractor/Subcontractor employee(s) has concerns that he/she may be a target of actual or attempted exploitation by a foreign national or entity.
4. The Subcontractor is intending to employ a foreign national or foreign nationals (a non-U.S. citizen) for work on the Hanford Site, its facilities, grounds, or associated areas for any purpose.
5. The Subcontractor is intending to host a meeting for any US-DOE/Hanford Site funded program, activity, or business in which a foreign national(s) (a non-U.S. citizen) will be present. This includes all non-public forums, whether on the Hanford Site proper or held at any off-site location.
6. The Subcontractor/Subcontractor employee(s) is traveling to a DOE declared sensitive country on official DOE sponsored travel, regardless of clearance level.
7. The Subcontractor/Subcontractor employee(s) is traveling for pleasure or as sponsored by a non-DOE/corporate interest to a DOE declared sensitive country and is in possession of a United States (U.S.) DOE security clearance or has held a U.S. DOE security clearance within the past five years, or is currently being processed for a U.S. DOE security clearance.
8. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. to discuss a sensitive subject.
9. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. wherein that travel is sponsored, in part or in whole, by a foreign country.

### 5.5 PUBLICITY

Subcontractor shall not make news releases, publicize or issue advertising pertaining to the work or this Subcontract without first obtaining the written approval of Buyer.

### 5.6 PROPRIETARY RIGHTS

All materials which Subcontractor is required to prepare or develop in the performance and completion of Subcontractor's scope of work hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of Buyer. Subcontractor agrees to execute all documents and to take all steps requested by Buyer which are desirable to complete such ownership and property rights.



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### 5.7 TRAVEL

Travel Costs are not allowable expenses unless authorized elsewhere in this Subcontract by the Buyer and such costs are in accordance with the Federal Travel Regulations.

### 5.8 SCHEDULE COORDINATION

Daily work schedules, facility operations, and holidays can vary on the Hanford Site. Some organizations and facilities observe alternate Friday closures. BEFORE scheduling work, or arriving on site, the Subcontractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Contract Specialist and BTR.

The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc., which result from Subcontractor's failure to obtain specific schedule approval in advance.

### 6.0 CHANGES

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
  - 1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Buyer in accordance with the drawings, designs, or specifications.
  - 2. Method of shipment or packing.
  - 3. Place of delivery.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this subcontract, whether or not changed by the order, the Buyer shall make an equitable adjustment in the subcontract price, the delivery schedule, or both, and shall modify the subcontract.
- C. The Subcontractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Buyer decides that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the subcontract.
- D. If the Subcontractor's proposal includes the cost of property made obsolete or excess by the change, the Buyer shall have the right to prescribe the manner of the disposition of the property.



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- E. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Subcontractor from proceeding with the subcontract as changed.

**Alternate I (Apr 1984).** If the requirement is for services, other than architect-engineer or other professional services, and no supplies are to be furnished, substitute the following paragraph A. for paragraph A. of the basic clause:

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
1. Description of services to be performed.
  2. Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  3. Place of performance of the services.

**Alternate II (Apr 1984).** If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute the following paragraph A. for paragraph A. of the basic clause:

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
1. Description of services to be performed.
  2. Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  3. Place of performance of the services.
  4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Buyer in accordance with the drawings, designs, or specifications.
  5. Method of shipment or packing of supplies.
  6. Place of delivery.

**Alternate III (Apr 1984).** If the requirement is for architect-engineer or other professional services, substitute the following paragraph A. for paragraph A. of the basic clause and add the following paragraph F.:

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed.

\* \* \* \* \*



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- F. No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of the Buyer.

**Alternate IV (Apr 1984).** If the requirement is for transportation services, substitute the following paragraph A. for paragraph A. of the basic clause:

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
1. Specifications.
  2. Work or services.
  3. Place of origin.
  4. Place of delivery.
  5. Tonnage to be shipped.
  6. Amount of Government-furnished property.

**Alternate V (Apr 1984).** If the requirement is for research and development and it is desired to include the clause, substitute the following paragraphs A.1. and A.3. and paragraph B. for paragraphs A.1. and A.3. and paragraph B. of the basic clause:

A. \*\*\*

1. Drawings, designs, or specifications.

\* \* \* \* \*

3. Place of inspection, delivery, or acceptance.

B. If any such change causes an increase or decrease in the cost of, or time required for, performing this subcontract, whether or not changed by the order, the Buyer shall make an equitable adjustment in—

1. The subcontract price, the time of performance, or both; and
2. Other affected terms of the subcontract, and shall modify the subcontract accordingly.

### 7.0 SUBCONTRACTING PLAN

- A. This clause applies when invoked by the Subcontract, if the value of any single subcontract action is greater than \$650,000.00 or greater than \$1,500,000 if the work is for construction of any public facility, unless the Subcontractor is granted an exemption by the Buyer for a reason allowed by FAR 19.702.



## Mission Support Alliance Provision

- B. Subcontractor shall utilize small business concerns to the maximum extent practical as required in FAR part 19.702 and FAR 52.219-8 when subcontracting any part of this subcontract.
- C. Subcontractor must prepare, submit for approval, and implement a subcontracting plan which meets the intent and requirements of FAR 19.704 and FAR 52.219-9.
- D. Subcontractor must register in the Government's System for Award Management database and keep the information in the database current throughout the term of this subcontract. [www.sam.gov](http://www.sam.gov).
- E. Subcontractor must register in the SBA Electronic Subcontract Reporting System (ESRS) [www.esrs.gov](http://www.esrs.gov) within 30 days after award of a subcontract.
- F. An Individual Subcontracting Report (ISR) must be filed in the ESRS on a semi-annual basis as required by FAR 52.219-9 for periods ending March 31 and September 30. A Summary Subcontracting Report (SSR) for the entire year must be filed in ESRS for the period ending September 30. The reports must be filed within 30 days of the end of the period, regardless if any subcontracting activity took place during the period, and for the duration of the Subcontract until a final report is submitted.
- G. These requirements must be flowed down to all lower tier Subcontractors with subcontracts which meet the requirements of FAR 19.702.

## 8.0 PAYMENTS

### 8.1 BACKCHARGES

Costs sustained by Buyer as a result of (1) Subcontractor's non-compliance with any law, ordinance, regulation, rule or order, or this Subcontract, including its Safety provisions; (2) delays to Subcontract performance attributable to unsatisfactory Subcontractor performance; or (3) damage to or loss of property (including the property of Buyer or the Government) resulting from any acts or omissions of Subcontractor or its lower-tier Subcontractors, shall be backcharged to the Subcontractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Subcontractor from pending invoices and if such backcharges exceed invoiced amounts, such backcharges will be invoiced by Buyer to Subcontractor, such backcharges payable within 30 days.

### 8.2 RIGHT TO OFFSET

Buyer, without waiver or limitation of any rights or remedies of Buyer, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Subcontractor in connection with this Subcontract (or any other Subcontract with Buyer), any and all amounts owed by Subcontractor to Buyer or the Government in connection with this Subcontract.



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### 8.3 FINAL PAYMENT CERTIFICATION AND RELEASE

Buyer shall not be obligated to make final payment to Subcontractor until Subcontractor has delivered to Buyer a certificate and release satisfactory to Buyer that Subcontractor has fully performed under this Subcontract and that all claims of Subcontractor for the work are satisfied upon the making of such final payment, that no property of the Government or property used in connection with the work is subject to any unsatisfied lien or claim as a result of the performance of the work, that all rights of lien against the Government's property in connection with the work are released (including without limitation, if Buyer requests, releases of lien satisfactory in form to Buyer executed by all persons who by reason of furnishing material, labor or other services to Subcontractor for the work or potential lienors against the Government's property), and that Subcontractor has paid in full all outstanding obligations against the work.

### 8.4 TAXES

The Subcontract price includes all taxes, duties and fees. The Subcontractor shall not be reimbursed for personal property taxes on construction equipment and other property owned by the Subcontractor, nor on taxes on net income of the Subcontractor.

The Subcontractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Subcontract. The Buyer, Mission Support Alliance, LLC (Washington State UBI Number 602-931-756), is in possession of a DIRECT PAY PERMIT (number 80) issued by Washington State Department of Revenue, effective August 1, 2013 through July 31, 2017, and shall pay a use tax attributable to materials used in performing work under this Subcontract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Subcontract amount. If the Subcontractor, as a result of this Subcontract becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the Subcontractor shall take such tax credit and assign such tax credit to the Buyer. Note that labor charges for construction and demolition services, which are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.

### 8.5 INTEREST PAYMENT

No interest is payable to Subcontractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).

## 9.0 WARRANTY

- A. Subcontractor warrants that the work shall comply strictly with the provisions of this Subcontract and all specifications, drawings and standards referred to in this



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Subcontract or thereafter furnished by Buyer, and that the work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Subcontractor. Subcontractor further warrants that all materials, equipment and supplies furnished by Subcontractor for the work shall be new, merchantable, of the most suitable grade and fit for their intended purposes unless specifically provided in this Subcontract. Without limitation of any other rights or remedies of Buyer, if any defect in the work in violation of the foregoing warranties arises within the period set forth below, Subcontractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to Buyer, design and engineering, labor, equipment and materials necessary to correct such defect and cause the work to comply fully with the foregoing warranties.

- B. Subcontractor's warranties set forth in clause A. above shall extend for twenty-four (24) months after the date of final written acceptance of the work by Buyer, or eighteen (18) months after the start of regular operation or use of the work by Buyer, whichever occurs first. Any period wherein the work is not available for use due to defects in materials, workmanship or engineering furnished by Subcontractor shall extend the warranty period by an equal period of time.
- C. Design and engineering, labor, equipment, and materials furnished by Subcontractor pursuant to clause A. above to correct defects shall be warranted by Subcontractor in accordance with the warranties set forth in clause A for a period of eighteen (18) months from the date of completion of the correction, or for the remainder of the warranty period set forth in clause B. above, whichever is longer.
- D. In the event Subcontractor shall have been notified of any defects in the work in violation of Subcontractor's foregoing warranties and shall fail to promptly and adequately correct such defects, Buyer shall have the right to correct or to have such defects corrected for the account of Subcontractor, and Subcontractor shall promptly pay Buyer the costs incurred in correcting such defects.
- E. Subcontractor shall include, at a minimum, the foregoing warranty requirements in any Subcontract that it places.
- F. Subcontractor warrants that all services supplied by Subcontractor in performance of this Subcontract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. At any time and for any reason, Buyer may require Subcontractor to withdraw the services of any person and, in addition, request that Subcontractor promptly provide replacements for such persons satisfactory to Buyer. In addition to the other indemnification provisions within this Subcontract, Subcontractor specifically agrees to indemnify and hold harmless Buyer, from and against any liabilities, claims, charges, or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights under this Article.

### 10.0 INSPECTION OF SERVICES – FIXED-PRICE



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- A. Definitions. "Services," as used in this clause, includes services performed and when applicable, materials furnished or utilized in the performance of services.
- B. Subcontractor shall provide and maintain an internal quality control/inspection system covering the services performed under this Subcontract that is acceptable to the Buyer. However, Buyer acceptance does not relieve the Subcontractor in any way for full performance responsibility.
- C. 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 this Subcontract.
- D. 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.
- E. 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.
- F. 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.
- G. 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."

### 11.0 INDEMNITY

Subcontractor agrees to defend, indemnify, and hold harmless Buyer and the Government, the affiliated companies of each, and all of their directors, officers, employees, agents and representatives, from and against:





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- A. Any claim, demand, cause of action, liability, loss, or expense arising by reason of Subcontractor's actual or asserted failure to comply with any law, ordinance, regulation, rule or order, or with this Subcontract. This Clause includes, but is not limited to, fines or penalties by Government authorities and claims arising from Subcontractor's actual or asserted failure to pay taxes.
- B. Any claim, demand, cause of action, liability, loss or expense arising from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret, or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information, including construction methods, construction equipment, and temporary construction facilities, furnished by Subcontractor or its lower-tier Subcontractors in performance of the work. Should any goods or services provided by Subcontractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Subcontractor shall, at Buyer's option, either procure for Buyer and the Government the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing good or services.
- C. Any claim, demand, cause of action, liability, loss or expense arising from injury to or death of persons (including employees of Buyer, the Government, Subcontractor and Subcontractor's lower-tier Subcontractors) or from damage to or loss of property (including the property of Buyer or the Government) arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor or its lower-tier Subcontractors in accordance with the State of Washington Comparative Fault Statute (RCW 4.22). Subcontractor's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by Subcontractor of construction equipment, tools, scaffolding, or facilities furnished to Subcontractor by Buyer or the Government.
- D. Any claim, demand, cause of action, liability, loss or expense for actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor, or its lower-tier Subcontractors.
- E. Subcontractor's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss, or damage was caused solely by the negligence or willful misconduct of, or by defects in design furnished by, the party to be indemnified. Subcontractor's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Buyer or the Government for legal action to enforce Subcontractor's indemnity obligations.



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- F. In the event that the indemnity provisions in this Subcontract are contrary to the law governing this Subcontract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowable by applicable law.
- G. With respect to claims by employees of Subcontractor or its lower-tier Subcontractors, the indemnity obligations created under this Clause, shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for Subcontractor, its lower-tier Subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations, and Subcontractor waives any limitation of liability arising from workers' compensation or such other acts or regulations.
- H. Buyer shall be entitled to retain from payments otherwise due Subcontractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Subcontractor's indemnity obligations under this Clause, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to Buyer.

### 12.0 LIMITATION OF LIABILITY – SERVICES

- A. 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).
- B. 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:
  - 1. All or substantially all of the Subcontractor's business;
  - 2. 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
  - 3. A separate and complete major industrial operation connected with the performance of the Subcontract.
- C. 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



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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.

- D. 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.

### 13.0 TERMINATION

#### 13.1 TERMINATION FOR DEFAULT

- A.1. The Buyer may, subject to paragraphs C. and D. of this clause, by written notice of default to the Subcontractor, terminate this subcontract in whole or in part if the Subcontractor fails to—
- (i) Deliver the supplies or to perform the services within the time specified in this subcontract or any extension;
  - (ii) Make progress, so as to endanger performance of this subcontract (but see paragraph A.2. of this clause); or
  - (iii) Perform any of the other provisions of this subcontract (but see paragraph A.2. of this clause).
- A.2. The Buyer's right to terminate this subcontract under subdivisions A.1. (ii) and A.1. (iii) of this clause, may be exercised if the Subcontractor does not cure such failure within 10 days (or more if authorized in writing by the Buyer) after receipt of the notice from the Buyer specifying the failure.
- B. If the Buyer terminates this subcontract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, supplies or services similar to those terminated, and the Subcontractor will be liable to the Buyer for any excess costs for those supplies or services. However, the Subcontractor shall continue the work not terminated.
- C. Except for defaults of subcontractors at any tier, the Subcontractor shall not be liable for any excess costs if the failure to perform the subcontract arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Buyer or Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.



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- D. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Subcontractor, and without the fault or negligence of either, the Subcontractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Subcontractor to meet the required delivery schedule.
- E. If this subcontract is terminated for default, the Buyer may require the Subcontractor to transfer title and deliver to the Buyer, as directed by the Buyer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Subcontractor has specifically produced or acquired for the terminated portion of this subcontract. Upon direction of the buyer, the Subcontractor shall also protect and preserve property in its possession in which the Buyer has an interest.
- F. The Buyer shall pay contract price for completed supplies delivered and accepted. The Subcontractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Buyer may withhold from these amounts any sum the Buyer determines to be necessary to protect the Buyer against loss because of outstanding liens or claims of former lien holders.
- G. If, after termination, it is determined that the Subcontractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Buyer.
- H. The rights and remedies of the Buyer in this clause are in addition to any other rights and remedies provided by law or under this subcontract.

### 13.2 TERMINATION FOR CONVENIENCE

- E. The Buyer may terminate performance of work under this subcontract in whole or, from time to time, in part if the Buyer determines that a termination is in the Buyer's interest. The Buyer shall terminate by delivering to the Subcontractor a Notice of Termination specifying the extent of termination and the effective date.
- F. After receipt of a Notice of Termination, and except as directed by the Buyer, the Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:



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Stop work as specified in the notice.

1. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the subcontract.
2. Terminate all subcontracts to the extent they relate to the work terminated.
3. Assign to the Buyer, as directed by the Buyer, all right, title, and interest of the Subcontractor under the subcontracts terminated, in which case the Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
4. With approval or ratification to the extent required by the Buyer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
5. As directed by the Buyer, transfer title and deliver to the Buyer—
  - i. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the subcontract had been completed, would be required to be furnished to the Government
6. Complete performance of the work not terminated.
7. Take any action that may be necessary, or that the Buyer may direct, for the protection and preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which the Buyer has or may acquire an interest.
8. Use its best efforts to sell, as directed or authorized by the Buyer, any property of the types referred to in paragraph B.6. of this clause; provided, however, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Buyer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Buyer under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by the Buyer.



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- G. The Subcontractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Buyer upon written request of the Subcontractor within this 120-day period.
- H. After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Subcontractor may submit to the Buyer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Buyer. The Subcontractor may request the Buyer to remove those items or enter into an agreement for their storage. Within 15 days, the Buyer will accept title to those items and remove them or enter into a storage agreement. The Buyer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- I. After termination, the Subcontractor shall submit a final termination settlement proposal to the Buyer in the form and with the certification prescribed by the Buyer. The Subcontractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Buyer upon written request of the Subcontractor within this 1-year period. However, if the Buyer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Subcontractor fails to submit the proposal within the time allowed, the Buyer may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.
- J. Subject to paragraph E. of this clause, the Subcontractor and the Buyer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph F. or paragraph G. of this clause, exclusive of costs shown in paragraph G.3. of this clause, may not exceed the total subcontract price as reduced by (1) the amount of payments previously made and (2) the subcontract price of work not terminated. The subcontract shall be modified, and the Subcontractor paid the agreed amount. Paragraph G. of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- K. If the Subcontractor and the Buyer fail to agree on the whole amount to be paid because of the termination of work, the Buyer shall pay the Subcontractor the amounts determined by the Buyer as follows, but without duplication of any amounts agreed on under paragraph F. of this clause:
  - 1. The subcontract price for completed supplies or services accepted by the Buyer (or sold or acquired under paragraph B.9. of this clause) not



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previously paid for, adjusted for any saving of freight and other charges.

2. The total of—

- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph G.1. of this clause;
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision G.2. (i) of this clause; and
- (iii) A sum, as profit on subdivision G.2. (i) of this clause, determined by the Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire subcontract had it been completed, the Buyer shall allow no profit under this subdivision G.2. (iii) and shall reduce the settlement to reflect the indicated rate of loss.

3. The reasonable costs of settlement of the work terminated, including

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

- L. Except for normal spoilage, and except to the extent that the Buyer expressly assumed the risk of loss, the Buyer shall exclude from the amounts payable to the Subcontractor under paragraph G. of this clause, the fair value as determined by the Buyer, for the loss of the Government property.
- M. The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this subcontract, shall govern all costs claimed, agreed to, or determined under this clause.
- N. The Subcontractor shall have the right of appeal, under the Disputes clause, from any determination made by the Buyer under paragraph E, G, or I of this



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clause, except that if the Subcontractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph E or I, respectively, and failed to request a time extension, there is no right of appeal.

- O. In arriving at the amount due the Subcontractor under this clause, there shall be deducted—
  - 1. All unliquidated advance or other payments to the Subcontractor under the terminated portion of this subcontract;
  - 2. Any claim which the Buyer has against the Subcontractor under this subcontract; and
  - 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Subcontractor or sold under the provisions of this clause and not recovered by or credited to the Buyer.
- P. If the termination is partial, the Subcontractor may file a proposal with the Buyer for an equitable adjustment of the price(s) of the continued portion of the subcontract. The Buyer shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Buyer.
- M.1. The Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the terminated portion of the subcontract, if the Buyer believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.
- M.2. If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to the Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Subcontractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Buyer because of the circumstances.
- N. Unless otherwise provided in this subcontract or by statute, the Subcontractor shall maintain all records and documents relating to the terminated portion of this subcontract for 3 years after final settlement. This includes all books and other evidence bearing on the Subcontractor's costs and expenses under this subcontract. The Subcontractor shall make these records and documents





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available to the Buyer, at the Subcontractor's office, at all reasonable times, without any direct charge. If approved by the Buyer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

***Alternate I (Sept 1996).*** If the contract is for construction, substitute the following paragraph G. for paragraph G. of the basic clause:

G. If the Subcontractor and Buyer fail to agree on the whole amount to be paid the Subcontractor because of the termination of work, the Buyer shall pay the Subcontractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph F. of this clause:

1. For subcontract work performed before the effective date of termination, the total (without duplication of any items) of—

- (i) The cost of this work
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision (g)(1)(i) of this clause; and
- (iii) A sum, as profit on subdivision G.1. (i) of this clause, determined by the Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire subcontract had it been completed, the Buyer shall allow no profit under this subdivision G.1.(iii) and shall reduce the settlement to reflect the indicated rate of loss.

2. The reasonable costs of settlement of the work terminated, including—

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.



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**Alternate II (Sept 1996).** If the subcontract is with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, and if the Buyer determines that the requirement to pay interest on excess partial payments is inappropriate, delete paragraph (m)(2) of the basic clause.

**Alternate III (Sept 1996).** If the subcontract is for construction and with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, substitute the following paragraph G. for paragraph G. of the basic clause. Paragraph M.2. may be deleted from the basic clause if the Buyer determines that the requirement to pay interest on excess partial payments is inappropriate.

(g) If the Subcontractor and Buyer fail to agree on the whole amount to be paid the Subcontractor because of the termination of work, the Buyer shall pay the Subcontractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph F. of this clause:

(1) For subcontract work performed before the effective date of termination, the total (without duplication of any items) of—

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision G.1. (i) of this clause; and

(iii) A sum, as profit on subdivision G.1. (i) of this clause, determined by the Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire subcontract had it been completed, the Buyer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.



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### 14.0 LAWS AND REGULATIONS

#### 14.1 ARBITRATION OPTION

In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Subcontract, Subcontractor agrees to join in such arbitration proceeding as Buyer may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

#### 14.2 VALIDITY OF PROVISIONS

In the event any clause, or any part or portion of any clause of this Subcontract shall be held invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof.

#### 14.3 WAIVER

Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Subcontract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by Buyer shall be valid unless such waiver is in writing, signed by Buyer, supported by consideration and specifies the extent and nature of the rights or benefits being waived.

#### 14.4 GRATUITIES

- A. The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Subcontractor, its agent, or another representative –
  - 1. Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
  - 2. Intended, by the gratuity, to obtain a subcontract or favorable treatment under a subcontract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this subcontract is terminated under paragraph A. of this clause, the Buyer is entitled—
  - 1. To pursue the same remedies as in a breach of the subcontract; and
  - 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Subcontractor in giving gratuities to the person concerned, as



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determined by the agency head or a designee. (This paragraph C.2. is applicable only if this subcontract uses money appropriated to the Department of Defense.)

- D. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subcontract.

### 14.5 INTERPRETATION

Heading and titles of Clauses, Sections, paragraphs or other subparts of this Subcontract are for convenience of reference only and shall not be considered in interpreting the text of this Subcontract. No provision in this Subcontract is to be interpreted for or against any party because that party or its counsel drafted such provision.

### 14.6 SURVIVAL

The provisions of this Subcontract which by their nature are intended to survive the termination, cancellation, completion or expiration of this Subcontract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

### 14.7 TRIAL

Subcontractor hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Subcontract and agrees that any such dispute may, at Buyer's option, be tried before a judge sitting without a jury.

### 14.8 IMMIGRATION REFORM AND CONTROL ACT COMPLIANCE

- A. If the work to be performed under this Subcontract calls for the Subcontractor to provide workers to Buyer and the Subcontractor (1) operates as an independent business offering to the general public to provide workers for the performance of services and (2) provides direct compensation to the workers supplied to Buyer, this Clause shall be applicable.
- B. Subcontractor specifically agrees that it is the employer of personnel performing work under this Subcontract and that it shall comply with all requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to in this Clause as IRCA, including but not limited to verification of the employment eligibility and identity of such personnel. Subcontractor further agrees that it shall indemnify and hold Buyer and the Government harmless against any and all liability, loss or damage which Buyer may suffer as a result of claims, demands, costs or judgments against it arising out of Subcontractor's providing personnel under this Subcontract in violation of the requirements of the IRCA.



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### 14.9 EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

The Subcontractor shall comply with the requirements of 29 CFR Part 471 specifically as set forth as Appendix A to Subpart A. <http://edocket.access.gpo.gov/2010/pdf/2010-11639.pdf>. This requirement applies to any Subcontract in excess of \$10,000.00 and is to be flowed down to any tier lower Subcontractor as well in excess of \$10,000.00. The required information posters are available at [www.olms.dol.gov](http://www.olms.dol.gov).

### 14.10 CLAIMS AND DISPUTES

- A. All claims and disputes arising under or relating to this Subcontract shall be resolved under this Clause.
- B. "Claim," as used in this Clause, means a written demand or written assertion by one of the Subcontracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Subcontract terms, or other relief arising under or relating to this Subcontract.
  - 1. The following process is to be used if the Subcontractor believes they have a claim:
    - a. Subcontractor shall give Buyer written notice within five (5) working days after the happening of any event which Subcontractor believes may give rise to a claim by Subcontractor for additional time or money. Within ten (10) working days after the happening of such event, Subcontractor shall supply Buyer with a statement supporting Subcontractor's claim, including but not limited to, Subcontractor's detailed estimate of the change in Subcontract price and scheduled time occasioned thereby.
    - b. Subcontractor shall substantiate its claim with payroll documents, paid invoices, receipts, records of performance, and other documents satisfactory to Buyer and subject to its verification. Neither Buyer nor the Government shall be liable for, and Subcontractor hereby waives, any claim or potential claim of Subcontractor, which was not reported by Subcontractor in accordance with the provisions of this clause. The parties shall negotiate diligently to reach an agreement, but in no case, except with Buyer prior written consent, shall any work be halted pending such agreement, whether or not the claim can be resolved to Subcontractor's satisfaction, and Subcontractor shall be bound by the terms and conditions of this Subcontract to prosecute the work without delay to its successful completion. Buyer shall not be bound to any adjustments in the Subcontract price or scheduled time unless expressly agreed to by Buyer in writing. No claim



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hereunder by Subcontractor shall be allowed if asserted after final payment under this Subcontract. Subcontractor's remedies are limited to those expressly set forth in this Subcontract.

- c. If after good faith efforts, the claim is not resolved, the Subcontractor may proceed to clauses C – F directly below.
- C. A claim by the Subcontractor shall be submitted in writing to the Contract Specialist for a decision within 6 years after accrual of the claim, unless the Subcontracting parties agreed to a shorter time period (See clause B.1 a and b above for the time period). A claim by the Buyer against the Subcontractor shall be subject to a written decision by the Contract Specialist.
1. The Subcontractor shall provide the certification specified in clause C.3. and 4. of this clause when submitting any claim.
  2. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  3. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Subcontract adjustment for which the Subcontractor believes the Buyer is liable; and that I am duly authorized to certify the claim on behalf of the Subcontractor."
  4. The certification may be executed by any person duly authorized to bind the Subcontractor with respect to the claim.
- D. The Buyer's decision shall be final unless the Subcontractor appeals or files a suit.
- E. If the claim by the Subcontractor is submitted to the Buyer or a claim by the Buyer is presented to the Subcontractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Subcontractor refuses an offer for ADR, the Subcontractor shall inform the Buyer, in writing, of the Subcontractor's specific reasons for rejecting the offer.
- F. The Subcontractor shall proceed diligently with performance of this Subcontract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Subcontract, and comply with any decision of the Buyer.
- G. Under no circumstance will the Subcontractor submit any claims or disputes after final payment is received for completion of this Subcontract.



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### 14.11 GOVERNING LAW

Irrespective of the place of performance, this Subcontract will be construed and interpreted according to the Federal Common Law of Government Contracts as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals and quasi-judicial agencies of the Federal Government. To the extent that the Federal Common Law of Government Contracts is not dispositive, the law of the State of Washington shall apply. In the event that either party hereto must resort to litigation to enforce a right or remedy conferred by law, equity or the provisions of this Subcontract, the parties hereby consent to the action being brought in the court of competent jurisdiction in the state of Washington.

### 14.12 ASSIGNMENT

- A. Neither this Subcontract nor any interest therein nor claim hereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by Buyer. This shall include assignments of Subcontractor's accounts receivable.
- B. Buyer may assign this Subcontract, in whole or in part to DOE or to such party as DOE may designate to perform Buyer's obligations hereunder. Upon receipt by Subcontractor of written notice that the DOE or a party so designated by DOE or Buyer has accepted an assignment of this Subcontract, Buyer shall be relieved of all responsibility hereunder and Subcontractor shall thereafter look solely to such assignee for performance of Buyer's obligations.

## 15.0 SECURITY

**NOTE** - This section applies to all subcontracts that require a security clearance.

### 15.1 DEFINITIONS

- A. "Classified Information" means restricted data, formerly restricted data, or national security information.
- B. "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of Special Nuclear Material; or (3) the use of Special Nuclear Material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.
- C. "Formerly Restricted Data" means all data removed from the restricted data category under section 142.D of the Atomic Energy Act of 1954, as amended.
- D. "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined



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pursuant to executive order 12356 or prior Subcontracts to require protection against unauthorized disclosure, and which is so designated.

- E. Special Nuclear Material (SNM) – the term “SNM” means: (1) Plutonium, uranium enriched in the isotope 238 or in the isotope 235, and any other material which pursuant to the provisions of section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special Nuclear Material, but does not Include source material; or (2) any material artificially enriched by any of the foregoing, but does not Include source material.

### 15.2 RESPONSIBILITY

- A. It is the Subcontractor's duty to safeguard all classified information, Special Nuclear Material, and other U.S. Department of Energy (DOE) property. The Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Subcontractor's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Subcontractor shall, upon completion or termination of this Subcontract, transmit to Buyer any classified matter in the possession of the Subcontractor or any person under the Subcontractor's control in connection with performance of this Subcontract.
- B. If retention by the Subcontractor of any classified matter is required after the completion or termination of the Subcontract and such retention is approved by the Buyer, the Subcontractor will complete a certificate of possession to be furnished to Buyer specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the Buyer, the security provisions of this Subcontract will continue to be applicable to the matter retained. Special Nuclear Material will not be retained after the completion or termination of this Subcontract.
- C. Subcontractor agrees to conform to all security regulations and requirements of DOE.
- D. The Subcontractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954 as amended, executive order 12356, and the DOE's Regulations or Requirements applicable to the particular level and category of classified information to which access is required.
- E. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Subcontractor or





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any person under the Subcontractor's control in connection with work under this Subcontract, may subject the Subcontractor, its Agents, Employees, or lower-tier Subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C, 2100 *et seq.*; 18 U.S.C. and 794, and executive order 12356).

- F. Except as otherwise authorized in writing by the Buyer, the Subcontractor shall insert provisions similar to the foregoing in all Subcontracts and lower-tier Subcontracts under this Subcontract.

### 15.3 CLASSIFIED MATTER

#### A. Protecting and Controlling Classified Matter

1. Classified matter in use shall be constantly attended by, under the control of a person possessing the proper access authorization and a need-to-know, or as stipulated by local DOE policy. The level of protection against loss or compromise afforded to classified matter, regardless of form, shall be commensurate with the level of its classification. Losses, potential compromises, and unauthorized disclosures of classified matter must be treated as classified information and immediately reported to the Buyer's Security Representative. All activities associated with classified matter must comply with applicable laws, directives, and local policies:
  - a. Classification levels shall be used in determining the degree of protection and control required for classified matter.
  - b. Access to classified matter shall be limited to persons who possess appropriate access authorization and who require such access (need-to-know) in the performance of official duties. Controls shall be established to detect and deter unauthorized access to classified matter.
  - c. Custodians and authorized users of classified matter are responsible for the protection and control of such matter.
  - d. Buildings and rooms containing classified matter shall be afforded security measures approved by the Buyer Security Representative.
  - e. Security containers required for the storage of classified matter shall be approved by the Buyer Security Representative. Classified matter that is not under the personal control of an authorized person shall be stored in GSA approved security containers equipped with X-07 or X-08 Mas Hamilton combination locks.



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- f. Only authorized Hanford Site locksmiths are permitted to work on security containers used for the protection of classified matter.

### **15.4 USE OF INFORMATION SYSTEMS TO PROCESS CLASSIFIED MATTER**

The Subcontractor must ensure that information systems, i.e., personal computers, microcomputers, networks, data applications, etc., used to collect, create, communicate, compute, disseminate, process, store, and/or control classified information comply with applicable laws, directives, and local policies. The Subcontractor shall not use information systems to process classified matter without receiving the appropriate written authorization from the Buyer.

### **15.5 CLASSIFIED INVENTIONS - SPECIAL**

- A. The Subcontractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this Subcontract in any country other than the United States, an application or registration for a patent without first obtaining written approval of the Contract Specialist through the Buyer.
- B. When filing a patent application in the United States on any invention or discovery conceived of or first actually reduced to practice in the course of or under this Subcontract, the subject matter of which is classified for reasons of security, the Subcontractor shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Subcontractor shall by separate letter identify by agency and number, the Subcontract or Subcontracts that require security classification markings to be placed on the application.
- C. The substance of this Clause shall be included in Subcontracts, which cover or are likely to cover classified subject matter.

### **16.0 CLAUSES INCORPORATED BY REFERENCE**

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.
- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contracting Officer," and equivalent phrases shall mean "Buyer," except the terms "Government," and "Contracting Officer" do not



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change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.

C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at [www.hanford.gov/pmm](http://www.hanford.gov/pmm).

D. Referenced Clauses

| <u>FAR/DEAR REFERENCE</u>  | <u>CLAUSE TITLE</u>   | <u>NOTE</u>   |
|--|---|---|
| <b>The below clauses apply to all subcontracts regardless of the dollar threshold.</b> |   |   |
| FAR 52.204-9   | Personal Identity Verification of Contractor Personnel (JAN 2011)               | Applies to all subcontracts, when subcontractor will have <b><i>routine</i></b> access to federal facilities and/or federal computer systems. |
| FAR 52.222-4   | Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005) | Applies to all subcontracts involving employment of laborers and mechanics.   |
| FAR 52.222-21  | Prohibition Of Segregated Facilities (FEB 1999)                                 | Applies to all subcontracts subject to FAR 52.222-26.   |
| FAR 52.222-26  | Equal Opportunity (MAR 2007)  | Applies to all subcontracts not exempted by Executive Order 11246.  |
| FAR 52.222-50  | Combating Trafficking in Persons (FEB 2009)                                     | None  |
| FAR 52.224-1   | Privacy Act Notification (APR 1984)   | Applies to all subcontracts subject to FAR 52.224-2.  |
| FAR 52.224-2   | Privacy Act (APR 1984)  | Applies to subcontracts involving the redesign, development, or operation of a system of records on individuals subject to this Act.          |
| FAR 52.225-13  | Restrictions On Certain Foreign Purchases (JUN 2008)                            | None  |
| FAR 52.234-4   | Earned Value Management System (JUL 2006)                                       | None.   |
| FAR 52.236-7   | Permits and Responsibilities (NOV 1991)   | Applies to construction subcontracts for dismantling,   |



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|                 |  |   |
|-----------------|--|---|
|                 |  | demolition, or removal of improvements.   |
| FAR 52.244-6    | Subcontracts For Commercial Items (DEC 2010)   | None  |
| FAR 52.245-1    | Government Property (AUG 2010)   | Applies to subcontracts involving government property.  |
| FAR 52.247-63   | Preference For U.S. - Flag Air Carriers (JUN 2003)   | None  |
| DEAR 952.203-70 | Whistleblower Protection for Contractor Employees (DEC 2000)                               | Applies to all subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites   |
| DEAR 952.204-2  | Security (MAR 2011)  | None  |
| DEAR 952.204-70 | Classification/Declassification (SEP 1997)   | None  |
| DEAR 952.208-70 | Printing (APR 1984)  | None  |
| DEAR 952.217-70 | Acquisition of Real Property (APR 1984)  | Applies to all subcontracts involving real property.  |
| DEAR 952.250-70 | Nuclear Hazards Indemnity Agreement (JUN 1996)   | Applies to all subcontracts which may involve risk of public liability, unless Subcontractor is subject to Nuclear Regulatory Commission (NRC) sections 170b, 170c, or 170k.  |
| DEAR 970.5204-2 | Laws, Regulations, and DOE Directives (DEC 2000)   | None  |
| DEAR 970.5204-3 | Access to and Ownership of Records (JUL 2005)  | Applies to all subcontracts subject to DEAR 970.5223-1.   |
| DEAR 970.5223-1 | Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000) | Applies to all subcontracts, involving complex or hazardous work on-site.   |
| DEAR 970.5223-4 | Workplace Substance Abuse Programs at DOE Sites (DEC 2000)                                 | Applies to all subcontracts subject to 10 CFR 707, regardless of dollar threshold. All other subcontracts (with a value of \$25,000.00 or more) are subject to this clause if the subcontract involves:<br>(i) Access to or handling of classified information or special nuclear materials;<br>(ii) High risk of danger to life, |



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|   |   | the environment, public health and safety, or national security; or<br>(iii) Transportation of hazardous materials to or from a DOE site. |
| DEAR 970.5227-1   | Rights in Data – Facilities (DEC 2000)  | Applies to all subcontracts involving technical data and computer software.   |
| DEAR 970.5227-2   | Rights in Data – Technology Transfer (DEC 2000)   | None  |
| DEAR 970.5227-6   | Patent Indemnity - Subcontracts (Dec 2000)  | None  |
| DEAR 970.5227-9   | Notice of Right to Request Patent Waiver (Dec 2000)   | None  |
| DEAR 970.5227-10  | Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor | None  |
| DEAR 970.5227-11  | Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (DEC 2000) | None  |
| DEAR 970.5232-3   | Accounts, Records, and Inspection (DEC 2010)<br>Alternate I (DEC 2000)  | None  |
| <b>The below clause applies to all subcontracts exceeding \$250.00</b>    |   |   |
| FAR 52.227-9  | Refunds of Royalties (APR 1984)   | None  |
| <b>The below clause applies to all subcontracts exceeding \$2,500.00</b>  |   |   |
| FAR 52.222-41   | Service Contract Act Of 1965, As Amended (NOV 2007)   | None  |
| <b>The below clauses apply to all subcontracts exceeding \$3,000.00</b>   |   |   |
| FAR 52.222-54   | Employment Eligibility Verification (JAN 2009)  | None  |
| FAR 52.223-17   | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)              | None  |
| <b>The below clause applies to all subcontracts exceeding \$15,000.00</b> |   |   |
| FAR 52.222-36   | Affirmative Action For Workers With Disabilities  | None  |



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|   | (OCT 2010)  |   |
| <b>The below clause applies to all subcontracts exceeding \$30,000.00</b> |   |   |
| FAR 52.209-6  | Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (DEC 2010) | None  |
| <b>The below clauses apply to all subcontracts exceeding \$100,000.00</b> |   |   |
| FAR 52.222-35   | Equal Opportunity for Veterans (SEP 2010)   | None  |
| FAR 52.222-37   | Employment Reports Veterans (SEP 2010)  | None  |
| DEAR 970.5227-4   | Authorization and Consent (AUG 2002)  | Applies to all subcontracts involving research and development.                       |
| <b>The below clauses apply to all subcontracts exceeding \$150,000.00</b> |   |   |
| FAR 52.203-5  | Covenant Against Contingent Fees  | None  |
| FAR 52.203-6  | Restrictions On Subcontractor Sales To The Government (SEP 2006)  | None  |
| FAR 52.203-7  | Anti-Kickback Procedures (OCT 2010)   | None  |
| FAR 52.203-12   | Limitation On Payments To Influence Certain Federal Transactions (OCT 2010)   | None  |
| FAR 52.215-2  | Audits and Records - Negotiation (OCT 2010)   | None  |
| FAR 52.215-14   | Integrity Of Unit Prices (OCT 2010)   | Applies except commercial item or service contracts where supplies are not required.  |
| FAR 52.219-8  | Utilization of Small Business Concerns (JAN 2011)   | None  |
| FAR 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)  | None  |
| DEAR 952.209-72   | Organizational Conflicts of Interest Alternate I (JUN 1997)   | Applies to subcontracts for advisory and assistance services as defined in FAR 2.101. |
| <b>The below clauses apply to all subcontracts exceeding \$500,000.00</b> |   |   |
| DEAR 952.226-74   | Displaced Employee Hiring Preference (JUN 1997)   | None  |
| DEAR 952.223-78   | Sustainable Acquisition   | Applies to all subcontracts that  |



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|  | Program (OCT 2010)   | support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. |
| DEAR 970.5226-2  | Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000) | None   |
| <b>The below clauses apply to all subcontracts exceeding \$650,000.00 (\$1.5M if Construction)</b> |  |  |
| FAR 52.219-9   | Small Business Subcontracting Plan (OCT 2001)  | None   |
| FAR 52.219-16  | Liquidated Damages – Subcontracting Plan (JAN 1999)  | Applies to all subcontracts subject to FAR 52.219.16   |
| <b>The below clauses apply to all subcontracts exceeding \$700,000.00</b>                          |  |  |
| FAR 52.215-13  | Subcontractor Cost or Pricing Data – Modifications (OCT 2010)  | None   |
| FAR 52.215-15  | Pension Adjustments and Asset Reversions (OCT 2010)  | Applies when it is anticipated that certified cost and pricing data will be required.  |
| FAR 52.215-18  | Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)                    | Applies when it is anticipated that certified cost and pricing data will be required.  |
| FAR 52.215-19  | Notification Of Ownership Changes (OCT 1997)   | Applies when it is anticipated that certified cost and pricing data will be required.  |
| FAR 52.230-2   | Cost Accounting Standards (OCT 2010)   | Applies to all negotiated subcontracts unless exempted from CAS.   |
| FAR 52.230-3   | Disclosure and Consistency of Cost Accounting Practices (MAY 2012)   | Applies to all negotiated subcontracts unless exempted from CAS.   |
| FAR 52.230-5   | Cost Accounting Standards Educational Institution (MAY 2012)   | Applies to all negotiated subcontracts unless exempted from CAS..  |
| FAR 52.230-6   | Administration of Cost Accounting Standards (JUN 2010)   | Applies to all subcontracts subject to FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5.  |

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### ATTACHMENT 5 - GENERAL PROVISIONS – TIME & MATERIALS or LABOR HOUR SUBCONTRACTS

Rev. 0 October 1, 2014

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## Mission Support Alliance Provision

*This Subcontract embodies the entire agreement between the Subcontractor and the Buyer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, or inducement or understanding not set forth herein.*

### 1.0 DEFINITIONS

A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise.

1. "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives (i.e. "Contract Specialists") acting in their professional capacities (under DOE Prime Contract No. DE-AC06-09RL14728) entering into this Subcontract with the Subcontractor.
2. "Government" shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Buyer.
3. "Head of Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
4. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
5. "Subcontract" shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
6. "Subcontractor" shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. "Subcontractor" also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
7. "Supplies" shall mean equipment, components, parts and materials to be provided by Subcontractor and its lower-tier Subcontractors pursuant to this Subcontract.
8. "Vendor data" shall mean any and all information, data and documentation to be provided by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
9. "Work" shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.



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### **2.0 ORDER OF PRECEDENCE**

- A. In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, written direction and instructions, and documents (collectively, the "Subcontract"), the following order of precedence shall govern resolution: (1) Buyer's written Subcontract modifications, direction, and instructions; (2) Subcontract form and clauses, including clauses incorporated by reference; (3) Technical instructions, including the Statement of Work (SOW), drawings, exhibits and attachments, and applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Subcontract.
- B. Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the "laws"). In the event of a conflict with laws, the specific conflicting term of the Subcontract shall be considered null and without effect, and laws shall govern. All remaining terms unaffected by said laws should continue in force.

### **3.0 SAFETY AND QUALITY STANDARDS**

#### **3.1 INSPECTION, TESTING, AND QUALITY CONTROL**

- A. Subcontractor shall inspect all materials, supplies, and equipment which are to be incorporated in the work. In addition, Subcontractor shall conduct a continuous program of quality control for all work. When requested by the Buyer, Subcontractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Buyer for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all quality control activities contemplated, including provision for adequate documentation of Subcontractor's performance of such quality control and inspection.
- B. Subcontractor shall, during the course of performance of the work hereunder, without additional compensation, make or cause to be made all tests required by this Subcontract. Buyer may require additional inspections and tests. Subcontractor shall furnish Buyer with satisfactory documentation of the results of all inspections and tests. Buyer shall be given not less than five (5) working days notice of any tests to be made by Subcontractor or any of its lower-tier Subcontractors in order that Buyer may witness any such tests.
- C. Buyer and the Government and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the work and all material, supplies and equipment for the work. Subcontractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or



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equipment, nor approval of or payment to Subcontractor for such work, materials or equipment shall prejudice the right of Buyer or the Government.

- D. If Subcontractor covers any portion of the work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Buyer, the cost of uncovering and covering the work to allow for such inspection or test shall be borne by the Subcontractor. Buyer may order reexamination of any work. In the event of such reexamination, if any material, equipment or any part of the work is determined by Buyer to be defective, Subcontractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such work is found to be in accordance with the Subcontract requirements upon such reexamination, Buyer shall pay Subcontractor the cost of uncovering and restoration.
- E. Rejection by Buyer of any or all parts of defective work for failure to conform to this Subcontract shall be final and binding. Such rejected work shall be promptly corrected or replaced by Subcontractor at Subcontractor's expense. If Subcontractor fails to commence and diligently continue correction or replacement of such rejected work immediately after receipt of written notice from Buyer to correct or replace the rejected work, Buyer may at its option remove and replace the rejected work, and Subcontractor shall promptly reimburse Buyer for the costs of such removal and replacement of defective work.

### 3.2 CONDITIONS AND RISKS OF WORK

Subcontractor represents that it has carefully examined the drawings and specifications for the work and has fully acquainted itself with all other conditions relevant to the work, and its surroundings, and Subcontractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the work, or negligence, if any, of Buyer, fully complete the work for the stated Subcontract price without further recourse to Buyer. Information on the site of the work and local conditions at such site furnished by Buyer in specifications, drawings or otherwise is not guaranteed by Buyer and is furnished only for the convenience of Subcontractor.

### 3.3 COUNTERFEIT FASTENERS AND COMPONENTS

Buyer reserves the right to question and/or require Subcontractor to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by the Subcontractor under this Subcontract. Any items furnished as part of this Subcontract and which have been previously found by Buyer, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries



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into and reporting on fasteners and components determined to be counterfeit shall be recovered by Buyer from Subcontractor.

### 4.0 TIMING OF WORK

#### 4.1 REPORTING AND COORDINATION

- A. During the performance of work, Subcontractor shall submit to Buyer periodic progress reports on the actual progress and updated schedules as may be required by this Subcontract or requested by Buyer. In the event Subcontractor's performance of the work is not in compliance with the schedule established for such performance, Buyer may, in writing, require the Subcontractor to submit its plan for schedule recovery, or specify in writing the steps to be taken to achieve compliance with such schedule, and/or exercise any other remedies under this Subcontract. Subcontractor shall thereupon take such steps as may be directed by Buyer or otherwise necessary to improve its progress without additional cost to Buyer.
- B. Subcontractor recognizes that Buyer, the Government, other Subcontractors and lower-tier Subcontractors may be working concurrently at the jobsite. Subcontractor agrees to cooperate with Buyer, the Government and other Subcontractors and lower-tier Subcontractors so that the project as a whole will progress with a minimum of delays. Buyer reserves the right to direct Subcontractor to schedule the order of performance of its work in such manner as not to interfere with the performance of others.
- C. If any part of Subcontractor's work is dependent upon the quality and/or completeness of work performed under another Subcontract, Subcontractor shall inspect such other work and promptly report to Buyer any defects therein which render such work unsuitable for the proper execution of the work under this Subcontract. Failure to make such inspections or to report any such defects to Buyer shall constitute Subcontractor's acceptance of such other work as suitable to receive Subcontractor's work; provided however, that Subcontractor shall not be responsible for defects that could not have reasonably been detected.

#### 4.2 DELAYS

- A. Except for defaults of subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Buyer in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the work so as to endanger performance.



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- B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless
1. The subcontracted supplies or services were obtainable from other sources;
  2. The Buyer ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
  3. The Subcontractor failed to comply reasonably with this order.
- C. Upon request of the Subcontractor, the Buyer shall ascertain the facts and extent of the failure. If the Buyer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Buyer under the termination clause of this subcontract.

### 4.3 STOP WORK

- A. The Buyer may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this subcontract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, the Buyer shall either—
1. Cancel the stop-work order; or
  2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or subcontract price, or both, and the subcontract shall be modified, in writing, accordingly, if—
1. The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this subcontract; and



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2. The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim submitted at any time before final payment under this subcontract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order

### 4.4 SUSPENSION OF WORK

- A. The Buyer may order the Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the work of this subcontract for the period of time that the Buyer determines appropriate for the convenience of the Buyer.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Buyer in the administration of this subcontract, or (2) by the Buyer's failure to act within the time specified in this subcontract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the subcontract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this subcontract.
- C. A claim under this clause shall not be allowed—
  1. For any costs incurred more than 20 days before the Subcontractor shall have notified the Buyer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
  2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the subcontract.





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### **4.5 POSSESSION PRIOR TO COMPLETION**

Buyer and/or the Government shall have the right to move into Subcontractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Subcontractor's work as Buyer or the Government deem necessary for their operations. In the event Buyer or the Government desires to exercise the foregoing right, Buyer will so notify Subcontractor in writing. Such possession or use shall not constitute acceptance of Subcontractor's work.

### **4.6 NOTICE OF COMPLETION AND FINAL ACCEPTANCE**

- A. When Subcontractor deems the work fully completed, including satisfactory completion of such inspections, tests, and documentation as are specified in this Subcontract (or in the release Scope of Work and/or testing and acceptance plan), Subcontractor shall, within ten (10) working days thereafter, give a written Notice of Completion of the work to Buyer, specifying the work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Buyer may inspect the work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the work, or shall give the Subcontractor a written Notice of Acceptance of the work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.
- B. In the event Buyer rejects the Notice of Completion and specifies defective or uncompleted portions of the work, Subcontractor shall within five (5) working days, provide for Buyer review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the work. Thereafter, Subcontractor shall again give Buyer a written Notice of Completion of the work, specifying a new date for the completion of the work based upon the date such defective or uncompleted portions of the work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Subcontractor written Notice of Acceptance for purposes of final payment and final acceptance.
- C. Any failure by Buyer to inspect or to reject the work or to reject Subcontractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the work for any purpose by Buyer nor imply acceptance of, or agreement with, said Notice of Completion.

## **5.0 WORK CONDITIONS**

### **5.1 CONTRACTUAL RELATIONSHIP**

Subcontractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work. Subcontractor represents that at



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the time of submission of its proposal for performance of the work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed. Upon written request by Buyer, Subcontractor shall furnish to it such evidence as Buyer may require relating to the Subcontractor's ability to fully perform this Subcontract. Nothing contained in this Subcontract or any other Subcontract awarded by Subcontractor shall create any contractual relationship between any Subcontractor and Buyer or the Government.

Subcontractor agrees that Subcontractor is an independent Subcontractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Buyer of any responsibility or liability for treating Subcontractor's employees as employees of Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Subcontractor agrees to defend, indemnify and hold Buyer harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Subcontractor, including a sum equal to any unemployment benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Buyer under any merit plan or to Buyer reserve account pursuant to any statute. The Subcontractor further agrees, as regards the items set forth below and for work under this Subcontract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Subcontract, so as to fully relieve and protect Buyer and the Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours or work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds or similar assessments.

### **5.2 SUBCONTRACTS AND PURCHASE ORDERS**

- A. Subcontractor shall not subcontract any on-site work and/or any significant aspects of off-site Subcontract performance without first identifying the proposed Subcontractor and Subcontract scope to Buyer. When requested by Buyer, Subcontractor shall furnish Buyer a copy of the proposed Subcontract demonstrating that all appropriate flow-down provisions and requirements are included and will be met. Buyer reserves the right to reject any proposed Subcontract or Subcontractor as incomplete or unsuitable. Failure of Subcontractor to notify Buyer in advance of Subcontracting may be considered a material breach of these Subcontract terms.



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- B. Subcontractor is responsible for Subcontract performance and performance of its lower-tier Subcontractors regardless of having notified Buyer of the intent to Subcontract. On request of Buyer, any Subcontractor not performing in accordance with the terms of this Subcontract shall be replaced at no additional cost to Buyer and shall not be employed again on the work.
- C. Subcontractor shall include a provision in every Subcontract authorizing assignment of such Subcontract to Buyer or the Government without requiring consent from such Subcontractor or supplier
- D. As used in clause "A" above, the term "Subcontract" shall also include purchase orders and rental agreements for materials or equipment, and the term "Subcontractor" shall also include vendors or suppliers of such material or equipment when significant to Subcontract performance.

### 5.3 PERMITS AND LICENSES

Subcontractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Buyer responsibility elsewhere in this Subcontract), certificates and licenses required by governmental authorities having jurisdiction over the work, Subcontractor or the location of the work.

### 5.4 CONFIDENTIAL AND CONTROLLED-USE INFORMATION

- A. Confidential and Controlled-Use Information obtained by Subcontractor from Buyer or the Government in connection with this Subcontract shall be held in confidence by Subcontractor and shall not be disclosed to third parties or used by Subcontractor for any purpose other than for the performance of this Subcontract or as authorized in writing by Buyer.
- B. This information, which can include controlled-use (documents marked Official Use Only (OUO), Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI)), designs, drawings, technical experience, software, processing systems, databases, financial, intellectual property, trade secrets, customers, vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, Subcontract terms, and any information generated pursuant to work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset or information relating to national security of considerable value to Buyer and the Government.
- C. Subcontractor shall use such confidential information only for the purpose of performing work in accordance with the Subcontract. Confidential



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Information may only be released on a need to know basis to employees and Subcontractors who agree to safeguard the information. Subcontractor shall make all reasonable efforts to ensure its employees and lower-tier Subcontractors, maintain such confidential information in strictest confidence. Subcontractor may not disclose Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written consent of Buyer or the Government, as appropriate.

- D. All Confidential Information furnished by Buyer or the Government, or documentation developed by Subcontractor in performance of this Subcontract shall remain Buyer's property. Upon completion of work, Subcontractor shall either destroy or return such documentation and any other confidential information reduced to tangible or electronic form, including copies thereof, to Buyer unless Buyer consents otherwise.
- E. Nothing contained in the Subcontract, or in any disclaimer made by Buyer or the Government, shall be construed to grant Subcontractor any license or other rights in or to disclose confidential information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.
- F. In the event that work performed by Subcontractor in accordance with the Subcontract involves the collection or generation of data on persons or associations, Subcontractor shall maintain strict confidentiality of records in accordance with the laws of the State of Washington; the Privacy Act of 1974 (5 U.S.C. 552a); provisions of the Fair Credit Reporting Act (15 U.S.C. 1681); and other applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

### 5.5 MATTERS OF COUNTERINTELLIGENCE CONCERN

- A. Any and all Subcontractor/Subcontractor employee(s) contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Subcontractor's official activities in which: illegal or unauthorized access is sought to classified or otherwise sensitive information or Special Nuclear Material by any means.
- B. The Subcontractor/Subcontractor employee(s) becomes aware of, through circumstance, observation, third party notice or contact, or other source, while either within or outside the United States; any acts, activity or person(s) attempting to obtain, or obtaining, illegal or unauthorized access to classified or otherwise sensitive information or Special Nuclear Material by any means.
- C. The Subcontractor/Subcontractor employee(s) has concerns that he/she may be a target of actual or attempted exploitation by a foreign national or entity.



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- D. The Subcontractor is intending to employ a foreign national or foreign nationals (a non-U.S. citizen) for work on the Hanford Site, its facilities, grounds, or associated areas for any purpose.
- E. The Subcontractor is intending to host a meeting for any US-DOE/Hanford Site funded program, activity, or business in which a foreign national(s) (a non-U.S. citizen) will be present. This includes all non-public forums, whether on the Hanford Site proper or held at any off-site location.
- F. The Subcontractor/Subcontractor employee(s) is traveling to a DOE declared sensitive country on official DOE sponsored travel, regardless of clearance level.
- G. The Subcontractor/Subcontractor employee(s) is traveling for pleasure or as sponsored by a non-DOE/corporate interest to a DOE declared sensitive country and is in possession of a United States (U.S.) DOE security clearance or has held a U.S. DOE security clearance within the past five years, or is currently being processed for a U.S. DOE security clearance.
- H. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. to discuss a sensitive subject.
- I. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. wherein that travel is sponsored, in part or in whole, by a foreign country.

### 5.6 PUBLICITY

Subcontractor shall not make news releases, publicize or issue advertising pertaining to the work or this Subcontract without first obtaining the written approval of Buyer.

### 5.7 PROPRIETARY RIGHTS

All materials which Subcontractor is required to prepare or develop in the performance and completion of Subcontractor's scope of work hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of Buyer. Subcontractor agrees to execute all documents and to take all steps requested by Buyer which are desirable to complete such ownership and property rights.

### 5.8 TRAVEL

#### A. General Reimbursement Policy

- 1. Travel expenses will be reimbursed only when authorized in advance by the designated Contract Specialist for this



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

2. At all times, the Subcontractor is expected to take reasonable steps to minimize the amount of travel expenses (i.e. booking all travel at least 14 days in advance). Submittal of an invoice to the Buyer that includes travel expenses signifies Subcontractor's certification to the above. Failure to comply with these provisions may cause any request for travel reimbursement to be denied.

### B. Time Limitations

#### 1. Domestic Extended Personnel Assignments

- (a) Domestic extended personnel assignments are defined as any assignment of subcontractor personnel to a domestic location different than their normal duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For personnel on approved domestic assignments, Subcontractors will be reimbursed the lesser of temporary relocation costs (FTR 302-3.4 – 302-3.429) or a reduced per diem as described in subparagraphs (c) and (d) below.
- (c) Lodging -For the first 60 days and last 30 days of the assignment, the Subcontractor will be reimbursed costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for lodging.



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- (d) Meals and Incidentals - For the first 30 days and last 30 days of the assignment, MSA will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for M&IE.
- (c) Trips Home – One trip home, to the primary residence, after each four consecutive weeks of assignment at the Hanford Site is reimbursed when preapproved by MSA subject to the following:
  - (1) While traveling and at home, no per-diem expenses are reimbursable and no labor time will be billed to MSA.
  - (2) Coach airfare will be via the most direct route in accordance with FTR guidelines. The Subcontractor is expected to book travel at least two (2) weeks in advance in order to secure the cheapest airfare.
  - (3) Trips home are neither “bankable,” transferable nor cumulative.
- 2. Longer Term Assignment (three hundred sixty-six (366) days and over): For any assignment exceeding 365 days, the Subcontractor will not be reimbursed any costs associated with lodging, meals and incidentals or trips home. If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between the assignments is less than 12 months, MSA will consider the assignment continuous for the purposes of the three year clock. If the break is greater than 12 months, the assignments will be considered as separate assignments for purposes of the three year clock.
- 3. Intermittent Travel
  - (a) For Subcontractor personnel on intermittent travel directly required by MSA to the same domestic location for less than 30 consecutive calendar days, the Subcontractor will be reimbursed as set forth in paragraph A above, unless the provisions of subparagraph 3 (c) below apply.



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

### 5.9 SCHEDULE COORDINATION

Daily work schedules, facility operations, and holidays can vary on the Hanford Site. Some organizations and facilities observe alternate Friday closures. BEFORE scheduling work, or arriving on site, the Subcontractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Contract Specialist and BTR.





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The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc., which result from Subcontractor's failure to obtain specific schedule approval in advance.

### 6.0 CHANGES

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
  - 1. Description of services to be performed.
  - 2. Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  - 3. Place of performance of the services.
  - 4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  - 5. Method of shipment or packing of supplies.
  - 6. Place of delivery.
  - 7. Amount of Government-furnished property.
- B. If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this subcontract, whether or not changed by the order, or otherwise affects any other terms and conditions of this subcontract, the Buyer will make an equitable adjustment in any one or more of the following and will modify the subcontract accordingly:
  - 1. Ceiling price.
  - 2. Hourly rates.
  - 3. Delivery schedule.
  - 4. Other affected terms.
- C. The Subcontractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Buyer decides that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the subcontract.
- D. Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Subcontractor from proceeding with the subcontract as changed.



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### 7.0 SUBCONTRACTING PLAN

- A. This clause applies when invoked by the Subcontract, if the value of any single subcontract action is greater than \$650,000.00 or greater than \$1,500,000 if the work is for construction of any public facility, unless the Subcontractor is granted an exemption by the Buyer for a reason allowed by FAR 19.702.
- B. Subcontractor shall utilize small business concerns to the maximum extent practical as required in FAR part 19.702 and FAR 52.219-8 when subcontracting any part of this subcontract.
- C. Subcontractor must prepare, submit for approval, and implement a subcontracting plan which meets the intent and requirements of FAR 19.704 and FAR 52.219-9.
- D. Subcontractor must register in the Government's System for Award Management database and keep the information in the database current throughout the term of this subcontract. [www.sam.gov](http://www.sam.gov).
- E. Subcontractor must register in the SBA Electronic Subcontract Reporting System (ESRS) [www.esrs.gov](http://www.esrs.gov) within 30 days after award of a subcontract.
- F. An Individual Subcontracting Report (ISR) must be filed in the ESRS on a semi-annual basis as required by FAR 52.219-9 for periods ending March 31 and September 30. A Summary Subcontracting Report (SSR) for the entire year must be filed in ESRS for the period ending September 30. The reports must be filed within 30 days of the end of the period, regardless if any subcontracting activity took place during the period, and for the duration of the Subcontract until a final report is submitted.
- G. These requirements must be flowed down to all lower tier Subcontractors with subcontracts which meet the requirements of FAR 19.702.

### 8.0 PAYMENTS

#### 8.1 BACKCHARGES

Costs sustained by Buyer as a result of (1) Subcontractor's non-compliance with any law, ordinance, regulation, rule or order, or this Subcontract, including its Safety provisions; (2) delays to Subcontract performance attributable to unsatisfactory Subcontractor performance; or (3) damage to or loss of property (including the property of Buyer or the Government) resulting from any acts or omissions of Subcontractor or its lower-tier Subcontractors, shall be backcharged to the Subcontractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Subcontractor from pending invoices and if such backcharges exceed invoiced amounts, such backcharges will be invoiced by Buyer to Subcontractor, such backcharges payable within 30 days.



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### **8.2 RIGHT TO OFFSET**

Buyer, without waiver or limitation of any rights or remedies of Buyer, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Subcontractor in connection with this Subcontract (or any other Subcontract with Buyer), any and all amounts owed by Subcontractor to Buyer or the Government in connection with this Subcontract.

### **8.3 FINAL PAYMENT CERTIFICATION AND RELEASE**

Buyer shall not be obligated to make final payment to Subcontractor until Subcontractor has delivered to Buyer a certificate and release satisfactory to Buyer that Subcontractor has fully performed under this Subcontract and that all claims of Subcontractor for the work are satisfied upon the making of such final payment, that no property of the Government or property used in connection with the work is subject to any unsatisfied lien or claim as a result of the performance of the work, that all rights of lien against the Government's property in connection with the work are released (including without limitation, if Buyer requests, releases of lien satisfactory in form to Buyer executed by all persons who by reason of furnishing material, labor or other services to Subcontractor for the work or potential lienors against the Government's property), and that Subcontractor has paid in full all outstanding obligations against the work

### **8.4 TAXES**

The Subcontract price includes all taxes, duties and fees. The Subcontractor shall not be reimbursed for personal property taxes on construction equipment and other property owned by the Subcontractor, nor on taxes on net income of the Subcontractor.

The Subcontractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Subcontract. The Buyer, Mission Support Alliance, LLC (Washington State UBI Number 602-931-756), is in possession of a DIRECT PAY PERMIT (number 80) issued by Washington State Department of Revenue, effective August 1, 2013 through July 31, 2017, and shall pay a use tax attributable to materials used in performing work under this Subcontract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Subcontract amount. If the Subcontractor, as a result of this Subcontract becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the Subcontractor shall take such tax credit and assign such tax credit to the Buyer. Note that labor charges for construction and demolition services, which are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.



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### **8.5 INTEREST PAYMENT**

No interest is payable to Subcontractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).

### **8.6 AUDIT**

At any time before final payment under this Subcontract, the Buyer may request audit of the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Buyer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments.

### **8.7 REFUNDS**

The Subcontractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Subcontractor or any assignee, that arise under the materials portion of this Subcontract and for which the Subcontractor has received reimbursement, shall be paid by the Subcontractor to the Buyer.

### **8.8 LIMITATION OF FUNDS**

- A. The Subcontract specifies the dollar amount authorized on this Subcontract, the items covered, and the period of performance the amount will cover. The Subcontractor agrees to perform, or have performed, work on the Subcontract up to the point at which the total amount paid and payable under the Subcontract, approximates, but does not exceed the total amount authorized on the Subcontract.
- B. When the parties have negotiated a total award value which exceeds current funding, the authorized funds on the resulting Subcontract may be limited using a limitation of funding clause.
- C. The authorized funding shall be considered a ceiling price which may not be exceeded until the Buyer notifies the Subcontractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this Subcontract.
- D. The Subcontractor shall notify the Buyer identified in the Subcontract, in writing, whenever it has reason to believe that the costs it expects to incur under this Subcontract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to this Subcontract. The notice shall state the estimated date when such allotted amount will be reached and estimated amount of additional funds required to continue performance for the period specified in the payment schedule. If, after such notification, additional funds are not obligated by the end of the



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estimated reach date or by an another agreed upon date, the Buyer shall upon Subcontractor's written request, terminate this Subcontract on the performance end date or the date set forth in the request, whichever is later, pursuant to the provisions of the Termination Clause of this Subcontract.

- E. Except as provided by other provisions of this Subcontract, specifically citing and stated to be an exception to this Clause:
  - 1. The Buyer is not obligated to reimburse the Subcontractor for costs incurred in excess of the total authorized funding, and
  - 2. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the Termination Clause) or otherwise incur costs in excess of the allotted amount of this Subcontract, until the Buyer notifies the Subcontractor in writing that the allotted amount has been increased and specifies the revised total allotted amount.
- F. No notice, communication, or representation in any form or by anyone other than the Buyer shall affect the authorized amount of this Subcontract. In the absence of the Subcontractor's notification as described above, the Buyer is not obligated to reimburse the Subcontractor for any costs in excess of the total authorized funding, whether incurred during the course of the performance period, a termination, or as the result of an audit.
- G. When, and to the extent that the amount authorized by the Buyer is increased, any excess costs the Subcontractor incurred before this modification shall be allowable to the same extent as if incurred afterward, unless this Subcontract was terminated.
- H. Change Orders shall not be considered an authorization to exceed the authorized amount specified in the payment schedule, unless they identify an increased funding amount.

### 9.0 WARRANTY

- A. Subcontractor warrants that the work shall comply strictly with the provisions of this Subcontract and all specifications, drawings and standards referred to in this Subcontract or thereafter furnished by Buyer, and that the work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Subcontractor. Subcontractor further warrants that all materials, equipment and supplies furnished by Subcontractor for the work shall be new, merchantable, of the most suitable grade and fit for their intended purposes unless specifically provided in this Subcontract. Without limitation of any other rights or remedies of Buyer, if any defect in the work in violation of the foregoing warranties arises within the period set forth below, Subcontractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to Buyer,



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design and engineering, labor, equipment and materials necessary to correct such defect and cause the work to comply fully with the foregoing warranties.

- B. Subcontractor's warranties set forth in clause 10.0-A shall extend for twenty-four (24) months after the date of final written acceptance of the work by Buyer, or eighteen (18) months after the start of regular operation or use of the work by Buyer, whichever occurs first. Any period wherein the work is not available for use due to defects in materials, workmanship or engineering furnished by Subcontractor shall extend the warranty period by an equal period of time.
- C. Design and engineering, labor, equipment, and materials furnished by Subcontractor pursuant to clause 10.0-A to correct defects shall be warranted by Subcontractor in accordance with the warranties set forth in clause 10.0-A for a period of eighteen (18) months from the date of completion of the correction, or for the remainder of the warranty period set forth in clause 10.0-B above, whichever is longer.
- D. Subcontractor warrants that all services supplied by Subcontractor in performance of this Subcontract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. At any time and for any reason, Buyer may require Subcontractor to withdraw the services of any person and, in addition, request that Subcontractor promptly provide replacements for such persons satisfactory to Buyer. In addition to the other indemnification provisions within this Subcontract, Subcontractor specifically agrees to indemnify and hold harmless Buyer, from and against any liabilities, claims, charges, or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights under this Article.
- E. In the event Subcontractor shall have been notified of any defects in the work in violation of Subcontractor's foregoing warranties and shall fail to promptly and adequately correct such defects, Buyer shall have the right to correct or to have such defects corrected for the account of Subcontractor, and Subcontractor shall promptly pay Buyer the costs incurred in correcting such defects.
- F. Subcontractor shall include, at a minimum, the foregoing warranty requirements in any Subcontract that it places.
- G. Subcontractor warrants that all services supplied by Subcontractor in performance of this Subcontract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. At any time and for any reason, Buyer may require Subcontractor to withdraw the services of any person and, in addition, request that Subcontractor promptly provide replacements for such persons satisfactory to Buyer. In addition to the other indemnification provisions within this Subcontract, Subcontractor specifically agrees to indemnify and hold harmless Buyer, from and against any liabilities, claims, charges, or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights under this Article.



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### 10.0 INDEMNITY

Subcontractor agrees to defend, indemnify, and hold harmless Buyer and the Government, the affiliated companies of each, and all of their directors, officers, employees, agents and representatives, from and against:

- A. Any claim, demand, cause of action, liability, loss, or expense arising by reason of Subcontractor's actual or asserted failure to comply with any law, ordinance, regulation, rule or order, or with this Subcontract. This Clause 11.1 includes, but is not limited to, fines or penalties by Government authorities and claims arising from Subcontractor's actual or asserted failure to pay taxes.
- B. Any claim, demand, cause of action, liability, loss or expense arising from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret, or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information, including construction methods, construction equipment, and temporary construction facilities, furnished by Subcontractor or its lower-tier Subcontractors in performance of the work. Should any goods or services provided by Subcontractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Subcontractor shall, at Buyer's option, either procure for Buyer and the Government the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing good or services.
- C. Any claim, demand, cause of action, liability, loss or expense arising from injury to or death of persons (including employees of Buyer, the Government, Subcontractor and Subcontractor's lower-tier Subcontractors) or from damage to or loss of property (including the property of Buyer or the Government) arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor or its lower-tier Subcontractors in accordance with the State of Washington Comparative Fault Statute (RCW 4.22). Subcontractor's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by Subcontractor of construction equipment, tools, scaffolding, or facilities furnished to Subcontractor by Buyer or the Government.
- D. Any claim, demand, cause of action, liability, loss or expense for actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor, or its lower-tier Subcontractors.
- E. Subcontractor's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss, or damage was caused solely by the negligence or



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willful misconduct of, or by defects in design furnished by, the party to be indemnified. Subcontractor's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Buyer or the Government for legal action to enforce Subcontractor's indemnity obligations.

- F. In the event that the indemnity provisions in this Subcontract are contrary to the law governing this Subcontract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowable by applicable law.
- G. With respect to claims by employees of Subcontractor or its lower-tier Subcontractors, the indemnity obligations created under this Clause, shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for Subcontractor, its lower-tier Subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations, and Subcontractor waives any limitation of liability arising from workers' compensation or such other acts or regulations.
- H. Buyer shall be entitled to retain from payments otherwise due Subcontractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Subcontractor's indemnity obligations under this Clause, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to Buyer.

### 11.0 LIMITATION OF LIABILITY – SERVICES

- A. 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).
- B. 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:
  - 1. All or substantially all of the Subcontractor's business;





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2. 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
  3. A separate and complete major industrial operation connected with the performance of the Subcontract.
- C. 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.
- D. 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.

### 12.0 TERMINATION

- A. The Buyer may terminate performance of work under this subcontract in whole or, from time to time, in part, if—
1. The Contract Specialist determines that a termination is in the Buyer's interest; or
  2. The Subcontractor defaults in performing this subcontract and fails to cure the default within 10 days (unless extended by the Contract Specialist) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- B. The Contract Specialist shall terminate by delivering to the Subcontractor a Notice of Termination specifying whether termination is for default of the Subcontractor or for convenience of the Buyer the extent of termination, and the effective date. If, after termination for default, it is determined that the Subcontractor was not in default or that the Subcontractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Subcontractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Buyer.
- C. After receipt of a Notice of Termination, and except as directed by the Contract Specialist, the Subcontractor shall immediately proceed with the



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following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

1. Stop work as specified in the notice.
2. Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Assign to the Buyer, as directed by the Contract Specialist, all right, title, and interest of the Subcontractor under the subcontracts terminated, in which case the Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
5. With approval or ratification to the extent required by the Contract Specialist, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this subcontract; approval or ratification will be final for purposes of this clause.
6. Transfer title (if not already transferred) and, as directed by the Contract Specialist, deliver to the Buyer—
  - i. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Buyer; and
  - iii. The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this subcontract, the cost of which the Subcontractor has been or will be reimbursed under this subcontract.
7. Complete performance of the work not terminated.
8. Take any action that may be necessary, or that the Contract Specialist may direct, for the protection and preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which the Buyer has or may acquire an interest.



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9. Use its best efforts to sell, as directed or authorized by the Contract Specialist, any property of the types referred to in paragraph (c)(6) of this clause; *provided, however*, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contract Specialist. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Buyer under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by the Contract Specialist.
- D. The Subcontractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contract Specialist upon written request of the Subcontractor within this 120-day period.
- E. After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Subcontractor may submit to the Contract Specialist a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contract Specialist. The Subcontractor may request the Buyer to remove those items or enter into an agreement for their storage. Within 15 days, the Buyer will accept the items and remove them or enter into a storage agreement. The Contract Specialist may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- F. After termination, the Subcontractor shall submit a final termination settlement proposal to the Contract Specialist in the form and with the certification prescribed by the Contract Specialist. The Subcontractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contract Specialist upon written request of the Subcontractor within this 1-year period. However, if the Contract Specialist determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Subcontractor fails to submit the proposal within the time allowed, the Contract Specialist may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.
- G. Subject to paragraph F. of this clause, the Subcontractor and the Contract Specialist may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The subcontract shall be amended, and the Subcontractor paid the agreed amount.
- H. If the Subcontractor and the Contract Specialist fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contract Specialist shall determine, on the basis of information



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available, the amount, if any, due the Subcontractor, and shall pay that amount, which shall include the following:

1. All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contract Specialist; however, the Subcontractor shall discontinue those costs as rapidly as practicable.
2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in paragraph H.1. of this clause.
3. The reasonable costs of settlement of the work terminated, including—
  - i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Subcontractor's termination settlement proposal may be included.
4. A portion of the fee payable under the subcontract, determined as follows:
  - i. If the subcontract is terminated for the convenience of the Buyer, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the subcontract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.
  - ii. If the subcontract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Buyer is to the total number of articles (or amount of services) of a like kind required by the subcontract.
5. If the settlement includes only fee, it will be determined under paragraph H.4. of this clause.



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- I. The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this subcontract, shall govern all costs claimed, agreed to, or determined under this clause.
- J. The Subcontractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contract Specialist under paragraph F., H., or I. of this clause, except that if the Subcontractor failed to submit the termination settlement proposal within the time provided in paragraph F. and failed to request a time extension, there is no right of appeal. If the Contract Specialist has made a determination of the amount due under paragraph F., H., or I. of this clause, the Buyer shall pay the Subcontractor —
  1. The amount determined by the Contract Specialist if there is no right of appeal or if no timely appeal has been taken; or
  2. The amount finally determined on an appeal.
- K. In arriving at the amount due the Subcontractor under this clause, there shall be deducted—
  1. All unliquidated advance or other payments to the Subcontractor, under the terminated portion of this subcontract;
  2. Any claim which the Buyer has against the Subcontractor under this subcontract; and
  3. The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Subcontractor or sold under this clause and not recovered by or credited to the Buyer.
- L. The Subcontractor and Contract Specialist must agree to any equitable adjustment in fee for the continued portion of the subcontract when there is a partial termination. The Contract Specialist shall amend the contract to reflect the agreement.
- M.
  1. The Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the terminated portion of the subcontract, if the Contract Specialist believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.
  2. If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to the Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received



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by the Subcontractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contract Specialist because of the circumstances.

- N. The provisions of this clause relating to fee are inapplicable if this subcontract does not include a fee.

**(End of clause)**

**Alternate I (Sept 1996).** If the subcontract is for construction, substitute the following paragraph 4. for paragraph H.4. of the basic clause:

4. A portion of the fee payable under the subcontract determined as follows:
- i. If the subcontract is terminated for the convenience of the Buyer, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the subcontract, but excluding subcontract effort included in subcontractors' termination settlement proposals, less previous payments for fee.
  - ii. If the subcontract is terminated for default, the total fee payable shall be such proportionate part of the fee as the actual work in place is to the total work in place required by the subcontract.

**Subcontractor.** If the subcontract is with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, and if the Contract Specialist determines that the requirement to pay interest on excess partial payments is inappropriate, delete paragraph M.2. from the basic clause.

**Alternate III (Sept 1996).** If the subcontract is for construction with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, the following paragraph 4. shall be substituted for paragraph H.4. of the basic clause. Paragraph M.2. may be deleted from the basic clause if the Contract Specialist determines that the requirement to pay interest on excess partial payments is inappropriate.

4. A portion of the fee payable under the subcontract determined as follows:
- i. If the subcontract is terminated for the convenience of the Buyer, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the subcontract, but excluding subcontract effort included in subcontractors' termination settlement proposals, less previous payments for fee.



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- ii. If the subcontract is terminated for default, the total fee payable shall be such proportionate part of the fee as the actual work in place is to the total work in place required by the subcontract.

**Alternate IV (Sept 1996).** If the subcontract is a time-and-material or labor-hour subcontract, substitute the following paragraphs H. and I. for paragraphs H. and I. of the basic clause:

H. If the Subcontractor and the Contract Specialist fail to agree in whole or in part on the amount to be paid because of the termination of work, the Contract Specialist shall determine, on the basis of information available, the amount, if any, due the Subcontractor and shall pay the amount determined as follows:

- 1. If the termination is for the convenience of the Buyer, include—
  - i. An amount for direct labor hours (as defined in the Schedule of the subcontract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Subcontractor;
  - ii. An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Subcontractor;
  - iii. An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination, if they are reasonably incurred after the effective date, with the approval of or as directed by the Contract Specialist; however, the Subcontractor shall discontinue these expenses as rapidly as practicable;
  - iv. If not included in subdivision H.1.i., ii., or iii. of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract; and
  - v. The reasonable costs of settlement of the work terminated, including—
    - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and



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- c. Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.
- 2. If the termination is for default of the Subcontractor, include the amounts computed under paragraph H.1. of this clause but omit—
  - i. Any amount for preparation of the Subcontractor's termination settlement proposal; and
  - ii. The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Buyer.

\* \* \* \* \*

- I. If the termination is partial, the Subcontractor may file with the Contract Specialist a proposal for an equitable adjustment of price(s) for the continued portion of the subcontract. The Contract Specialist shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contract Specialist.

***Alternate V (Sept 1996).*** If the subcontract is a time-and-material or labor-hour subcontract with an agency of the U.S. Government or with State, local or foreign governments or their agencies, substitute the following paragraphs H. and I. for paragraphs H. and I. of the basic clause. Paragraph M.2. may be deleted from the basic clause if the Contract Specialist determines that the requirement to pay interest on excess partial payments is inappropriate.

- H. If the Subcontractor and the Contract Specialist fail to agree in whole or in part on the amount to be paid because of the termination of work, the Contract Specialist shall determine, on the basis of information available, the amount, if any, due the Subcontractor and shall pay the amount determined as follows:
  - 1. If the termination is for the convenience of the Buyer, include—
    - i. An amount for direct labor hours (as defined in the Schedule of the Subcontract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the subcontractor;
    - ii. An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Subcontractor;





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- iii. An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date, with the approval of or as directed by the Contract Specialist; however, the Subcontractor shall discontinue these expenses as rapidly as practicable;
  - iv. If not included in subdivision H.1.i,ii., or iii., of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract; and
  - v. The reasonable costs of settlement of the work terminated, including—
    - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - c. Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory
2. If the termination is for default of the Subcontractor, include the amounts computed under paragraph (h)(1) of this clause but omit –
- i. Any amount for preparation of the Subcontractor's termination settlement proposal; and
  - ii. The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Buyer.

\* \* \* \* \*

- I. If the termination is partial, the Subcontractor may file with the Contract Specialist a proposal for an equitable adjustment of the price(s) for the continued portion of the subcontract. The Contract Specialist shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contract Specialist.

## 13.0 LAWS AND REGULATIONS



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### 13.1 ARBITRATION OPTION

In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Subcontract, Subcontractor agrees to join in such arbitration proceeding as Buyer may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

### 13.2 VALIDITY OF PROVISIONS

In the event any clause, or any part or portion of any clause of this Subcontract shall be held invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof.

### 13.3 WAIVER

Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Subcontract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by Buyer shall be valid unless such waiver is in writing, signed by Buyer, supported by consideration and specifies the extent and nature of the rights or benefits being waived.

### 13.4 GRATUITIES

- A. The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Subcontractor, its agent, or another representative –
  - 1. Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
  - 2. Intended, by the gratuity, to obtain a subcontract or favorable treatment under a subcontract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this subcontract is terminated under paragraph (a) of this clause, the Buyer is entitled—
  - 1. To pursue the same remedies as in a breach of the subcontract; and
  - 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Subcontractor in giving gratuities to the person concerned, as determined by



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the agency head or a designee. (This paragraph (c)(2) is applicable only if this subcontract uses money appropriated to the Department of Defense.)

- D. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subcontract.

### 13.5 INTERPRETATION

Heading and titles of Clauses, Sections, paragraphs or other subparts of this Subcontract are for convenience of reference only and shall not be considered in interpreting the text of this Subcontract. No provision in this Subcontract is to be interpreted for or against any party because that party or its counsel drafted such provision.

### 13.6 SURVIVAL

The provisions of this Subcontract which by their nature are intended to survive the termination, cancellation, completion or expiration of this Subcontract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

### 13.7 TRIAL

Subcontractor hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Subcontract and agrees that any such dispute may, at Buyer's option, be tried before a judge sitting without a jury.

### 13.8 IMMIGRATION REFORM AND CONTROL ACT COMPLIANCE

- A. If the work to be performed under this Subcontract calls for the Subcontractor to provide workers to Buyer and the Subcontractor (1) operates as an independent business offering to the general public to provide workers for the performance of services and (2) provides direct compensation to the workers supplied to Buyer, this Clause shall be applicable.
- B. Subcontractor specifically agrees that it is the employer of personnel performing work under this Subcontract and that it shall comply with all requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to in this Clause as IRCA, including but not limited to verification of the employment eligibility and identity of such personnel. Subcontractor further agrees that it shall indemnify and hold Buyer and the Government harmless against any and all liability, loss or damage which Buyer may suffer as a result of claims, demands, costs or judgments against it arising out of Subcontractor's providing personnel under this Subcontract in violation of the requirements of the IRCA.



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### 13.9 EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

The Subcontractor shall comply with the requirements of 29 CFR Part 471 specifically as set forth as Appendix A to Subpart A. <http://edocket.access.gpo.gov/2010/pdf/2010-11639.pdf>. This requirement applies to any Subcontract in excess of \$10,000.00 and is to be flowed down to any tier lower Subcontractor as well in excess of \$10,000.00. The required information posters are available at [www.olms.dol.gov](http://www.olms.dol.gov).

### 13.10 CLAIMS AND DISPUTES

- A. All claims and disputes arising under or relating to this Subcontract shall be resolved under this Clause.
- B. "Claim," as used in this Clause, means a written demand or written assertion by one of the Subcontracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Subcontract terms, or other relief arising under or relating to this Subcontract.
  - 1. The following process is to be used if the Subcontractor believes they have a claim:
    - a. Subcontractor shall give Buyer written notice within five (5) working days after the happening of any event which Subcontractor believes may give rise to a claim by Subcontractor for additional time or money. Within ten (10) working days after the happening of such event, Subcontractor shall supply Buyer with a statement supporting Subcontractor's claim, including but not limited to, Subcontractor's detailed estimate of the change in Subcontract price and scheduled time occasioned thereby.
    - b. Subcontractor shall substantiate its claim with payroll documents, paid invoices, receipts, records of performance, and other documents satisfactory to Buyer and subject to its verification. Neither Buyer nor the Government shall be liable for, and Subcontractor hereby waives, any claim or potential claim of Subcontractor, which was not reported by Subcontractor in accordance with the provisions of this clause. The parties shall negotiate diligently to reach an agreement, but in no case, except with Buyer prior written consent, shall any work be halted pending such agreement, whether or not the claim can be resolved to Subcontractor's satisfaction, and Subcontractor shall be bound by the terms and conditions of this Subcontract to prosecute the work without delay to its successful completion. Buyer shall not be bound to any adjustments in the Subcontract price or scheduled time unless expressly agreed to by Buyer in writing. No claim



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hereunder by Subcontractor shall be allowed if asserted after final payment under this Subcontract. Subcontractor's remedies are limited to those expressly set forth in this Subcontract.

- c. If after good faith efforts, the claim is not resolved, the Subcontractor may proceed to clauses C – F directly below.
- C. A claim by the Subcontractor shall be submitted in writing to the Contract Specialist for a decision within 6 years after accrual of the claim, unless the Subcontracting parties agreed to a shorter time period (See clause B.1 a and b above for the time period). A claim by the Buyer against the Subcontractor shall be subject to a written decision by the Contract Specialist.
1. The Subcontractor shall provide the certification specified in clause C.3. and 4. of this clause when submitting any claim.
  2. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  3. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Subcontract adjustment for which the Subcontractor believes the Buyer is liable; and that I am duly authorized to certify the claim on behalf of the Subcontractor."
  4. The certification may be executed by any person duly authorized to bind the Subcontractor with respect to the claim.
- D. The Buyer's decision shall be final unless the Subcontractor appeals or files a suit.
- E. If the claim by the Subcontractor is submitted to the Buyer or a claim by the Buyer is presented to the Subcontractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Subcontractor refuses an offer for ADR, the Subcontractor shall inform the Buyer, in writing, of the Subcontractor's specific reasons for rejecting the offer. this arbitration and trial clauses are covered here I believe.
- F. The Subcontractor shall proceed diligently with performance of this Subcontract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Subcontract, and comply with any decision of the Buyer.
- G. Under no circumstance will the Subcontractor submit any claims or disputes after final payment is received for completion of this Subcontract.



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### 13.11 GOVERNING LAW

Irrespective of the place of performance, this Subcontract will be construed and interpreted according to the Federal Common Law of Government Contracts as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals and quasi-judicial agencies of the Federal Government. To the extent that the Federal Common Law of Government Contracts is not dispositive, the law of the State of Washington shall apply. In the event that either party hereto must resort to litigation to enforce a right or remedy conferred by law, equity or the provisions of this Subcontract, the parties hereby consent to the action being brought in the court of competent jurisdiction in the state of Washington.

### 13.12 ASSIGNMENT

- A. Neither this Subcontract nor any interest therein nor claim hereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by Buyer. This shall include assignments of Subcontractor's accounts receivable.
- B. Buyer may assign this Subcontract, in whole or in part to DOE or to such party as DOE may designate to perform Buyer's obligations hereunder. Upon receipt by Subcontractor of written notice that the DOE or a party so designated by DOE or Buyer has accepted an assignment of this Subcontract, Buyer shall be relieved of all responsibility hereunder and Subcontractor shall thereafter look solely to such assignee for performance of Buyer's obligations.

## 14.0 SECURITY

**NOTE** - This section applies to all subcontracts that require a security clearance.

### 14.1 DEFINITIONS

- A. "Classified Information" means restricted data, formerly restricted data, or national security information.
- B. "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of Special Nuclear Material; or (3) the use of Special Nuclear Material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.
- C. "Formerly Restricted Data" means all data removed from the restricted data category under section 142.D of the Atomic Energy Act of 1954, as amended.
- D. "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined



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pursuant to executive order 12356 or prior Subcontracts to require protection against unauthorized disclosure, and which is so designated.

- E. Special Nuclear Material (SNM) – the term “SNM” means: (1) Plutonium, uranium enriched in the isotope 238 or in the isotope 235, and any other material which pursuant to the provisions of section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special Nuclear Material, but does not Include source material; or (2) any material artificially enriched by any of the foregoing, but does not Include source material.

### 14.2 RESPONSIBILITY

- A. It is the Subcontractor's duty to safeguard all classified information, Special Nuclear Material, and other U.S. Department of Energy (DOE) property. The Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Subcontractor's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Subcontractor shall, upon completion or termination of this Subcontract, transmit to Buyer any classified matter in the possession of the Subcontractor or any person under the Subcontractor's control in connection with performance of this Subcontract.
- B. If retention by the Subcontractor of any classified matter is required after the completion or termination of the Subcontract and such retention is approved by the Buyer, the Subcontractor will complete a certificate of possession to be furnished to Buyer specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the Buyer, the security provisions of this Subcontract will continue to be applicable to the matter retained. Special Nuclear Material will not be retained after the completion or termination of this Subcontract.
- C. Subcontractor agrees to conform to all security regulations and requirements of DOE.
- D. The Subcontractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954 as amended, executive order 12356, and the DOE's Regulations or Requirements applicable to the particular level and category of classified information to which access is required.
- E. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Subcontractor or



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any person under the Subcontractor's control in connection with work under this Subcontract, may subject the Subcontractor, its Agents, Employees, or lower-tier Subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C, 2100 *et seq.*; 18 U.S.C. and 794, and executive order 12356).

- F. Except as otherwise authorized in writing by the Buyer, the Subcontractor shall insert provisions similar to the foregoing in all Subcontracts and lower-tier Subcontracts under this Subcontract.

### 14.3 CLASSIFIED MATTER

#### A. Protecting and Controlling Classified Matter

1. Classified matter in use shall be constantly attended by, under the control of a person possessing the proper access authorization and a need-to-know, or as stipulated by local DOE policy. The level of protection against loss or compromise afforded to classified matter, regardless of form, shall be commensurate with the level of its classification. Losses, potential compromises, and unauthorized disclosures of classified matter must be treated as classified information and immediately reported to the Buyer's Security Representative. All activities associated with classified matter must comply with applicable laws, directives, and local policies:
  - a. Classification levels shall be used in determining the degree of protection and control required for classified matter.
  - b. Access to classified matter shall be limited to persons who possess appropriate access authorization and who require such access (need-to-know) in the performance of official duties. Controls shall be established to detect and deter unauthorized access to classified matter.
  - c. Custodians and authorized users of classified matter are responsible for the protection and control of such matter.
  - d. Buildings and rooms containing classified matter shall be afforded security measures approved by the Buyer Security Representative.
  - e. Security containers required for the storage of classified matter shall be approved by the Buyer Security Representative. Classified matter that is not under the personal control of an authorized person shall be stored in GSA approved security containers equipped with X-07 or X-08 Mas Hamilton combination locks.





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- f. Only authorized Hanford Site locksmiths are permitted to work on security containers used for the protection of classified matter.

### 14.4 USE OF INFORMATION SYSTEMS TO PROCESS CLASSIFIED MATTER

The Subcontractor must ensure that information systems, i.e., personal computers, microcomputers, networks, data applications, etc., used to collect, create, communicate, compute, disseminate, process, store, and/or control classified information comply with applicable laws, directives, and local policies. The Subcontractor shall not use information systems to process classified matter without receiving the appropriate written authorization from the Buyer.

### 14.5 CLASSIFIED INVENTIONS - SPECIAL

- A. The Subcontractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this Subcontract in any country other than the United States, an application or registration for a patent without first obtaining written approval of the Contract Specialist through the Buyer.
- B. When filing a patent application in the United States on any invention or discovery conceived of or first actually reduced to practice in the course of or under this Subcontract, the subject matter of which is classified for reasons of security, the Subcontractor shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Subcontractor shall by separate letter identify by agency and number, the Subcontract or Subcontracts that require security classification markings to be placed on the application.
- C. The substance of this Clause shall be included in Subcontracts, which cover or are likely to cover classified subject matter.

### 15.0 CLAUSES INCORPORATED BY REFERENCE

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.
- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contract Specialist," and equivalent phrases shall



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mean "Buyer," except the terms "Government," and "Contract Specialist" do not change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contract Specialist or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.

C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at [www.hanford.gov/pmm](http://www.hanford.gov/pmm).

D. Referenced Clauses

| <u>FAR/DEAR REFERENCE</u>  | <u>CLAUSE TITLE</u>   | <u>NOTE</u>  |
|--|---|--|
| <b>The below clauses apply to all subcontracts regardless of the dollar threshold.</b> |   |  |
| FAR 52.204-9   | Personal Identity Verification of Contractor Personnel (JAN 2011)               | None   |
| FAR 52.222-4   | Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005) | Applies to all subcontracts involving employment of laborers and mechanics.  |
| FAR 52.222-21  | Prohibition Of Segregated Facilities (FEB 1999)                                 | Applies to all subcontracts subject to FAR 52.222-26.  |
| FAR 52.222-26  | Equal Opportunity (MAR 2007)  | Applies to all subcontracts not exempted by Executive Order 11246.   |
| FAR 52.222-50  | Combating Trafficking in Persons (FEB 2009)                                     | None   |
| FAR 52.224-1   | Privacy Act Notification (APR 1984)   | Applies to all subcontracts subject to FAR 52.224-2.   |
| FAR 52.224-2   | Privacy Act (APR 1984)  | Applies to subcontracts involving the redesign, development, or operation of a system of records on individuals subject to this Act. |
| FAR 52.225-13  | Restrictions On Certain Foreign Purchases (JUN 2008)                            | None   |
| FAR 52.234-4   | Earned Value Management System (JUL 2006)                                       | None   |
| FAR 52.236-7   | Permits and Responsibilities (NOV 1991)   | Applies to construction subcontracts for dismantling, demolition, or removal of  |



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|                 |  | improvements.   |
| FAR 52.244-6    | Subcontracts For Commercial Items (DEC 2010)   | None  |
| FAR 52.245-1    | Government Property (AUG 2010)   | Applies to subcontracts involving government property.  |
| FAR 52.247-63   | Preference For U.S. - Flag Air Carriers (JUN 2003)   | Applies to all subcontracts that may involve international air transportation.  |
| DEAR 952.203-70 | Whistleblower Protection for Contractor Employees (DEC 2000)                               | Applies to all subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.  |
| DEAR 952.204-2  | Security (MAR 2011)  | Applies to all subcontracts requiring a facility clearance.   |
| DEAR 952.204-70 | Classification/Declassification (SEP 1997)   | Applies to all subcontracts involving classified information.   |
| DEAR 952.208-70 | Printing (APR 1984)  | None  |
| DEAR 952.217-70 | Acquisition of Real Property (APR 1984)  | Applies to all subcontracts involving real property.  |
| DEAR 952.250-70 | Nuclear Hazards Indemnity Agreement (JUN 1996)   | Applies to all subcontracts which may involve risk of public liability, unless Subcontractor is subject to Nuclear Regulatory Commission (NRC) sections 170b, 170c, or 170k.  |
| DEAR 970.5204-2 | Laws, Regulations, and DOE Directives (DEC 2000)   | None  |
| DEAR 970.5204-3 | Access to and Ownership of Records (JUL 2005)  | Applies to all subcontracts subject to DEAR 970.5223-1.   |
| DEAR 970.5223-1 | Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000) | Applies to all subcontracts, involving complex or hazardous work on-site.   |
| DEAR 970.5223-4 | Workplace Substance Abuse Programs at DOE Sites (DEC 2000)                                 | Applies to all subcontracts subject to 10 CFR 707, regardless of dollar threshold. All other subcontracts (with a value of \$25,000.00 or more) are subject to this clause if the subcontract involves:<br>(i) Access to or handling of classified information or |



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|   |   | special nuclear materials;<br>(ii) High risk of danger to life, the environment, public health and safety, or national security; or<br>(iii) Transportation of hazardous materials to or from a DOE site. |
| DEAR 970.5227-1   | Rights in Data – Facilities (DEC 2000)  | Applies to all subcontracts involving technical data and computer software.   |
| DEAR 970.5227-2   | Rights in Data – Technology Transfer (DEC 2000)   | None  |
| DEAR 970.5227-6   | Patent Indemnity - Subcontracts (Dec 2000)  | None  |
| DEAR 970.5227-9   | Notice of Right to Request Patent Waiver (Dec 2000)   | None  |
| DEAR 970.5227-10  | Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor | None  |
| DEAR 970.5227-11  | Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (DEC 2000) | Applies to all subcontracts involving classified matter.  |
| DEAR 970.5232-3   | Accounts, Records, and Inspection (DEC 2010)<br>Alternate I (DEC 2000)  | None  |
| <b>The below clause applies to all subcontracts exceeding \$250.00</b>    |   |   |
| FAR 52.227-9  | Refunds of Royalties (APR 1984)   | None  |
| <b>The below clause applies to all subcontracts exceeding \$2,500.00</b>  |   |   |
| FAR 52.222-41   | Service Contract Act Of 1965, As Amended (NOV 2007)   | None  |
| <b>The below clauses apply to all subcontracts exceeding \$3,000.00</b>   |   |   |
| FAR 52.222-54   | Employment Eligibility Verification (JAN 2009)  | None  |
| FAR 52.223-17   | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)              | None  |
| <b>The below clause applies to all subcontracts exceeding \$15,000.00</b> |   |   |



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| FAR 52.222-36   | Affirmative Action For Workers With Disabilities (OCT 2010)   | None  |
| <b>The below clause applies to all subcontracts exceeding \$30,000.00</b> |   |   |
| FAR 52.209-6  | Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (DEC 2010) | None  |
| <b>The below clauses apply to all subcontracts exceeding \$100,000.00</b> |   |   |
| FAR 52.222-35   | Equal Opportunity for Veterans (SEP 2010)   | None  |
| FAR 52.222-37   | Employment Reports Veterans (SEP 2010)  | None  |
| DEAR 970.5227-4   | Authorization and Consent (AUG 2002)  | None  |
| <b>The below clauses apply to all subcontracts exceeding \$150,000.00</b> |   |   |
| FAR 52.203-5  | Covenant Against Contingent Fees  | None  |
| FAR 52.203-6  | Restrictions On Subcontractor Sales To The Government (SEP 2006)  | None  |
| FAR 52.203-7  | Anti-Kickback Procedures (OCT 2010)   | None  |
| FAR 52.203-12   | Limitation On Payments To Influence Certain Federal Transactions (OCT 2010)   | None  |
| FAR 52.215-2  | Audits and Records - Negotiation (OCT 2010)   | None  |
| FAR 52.215-14   | Integrity Of Unit Prices (OCT 2010)   | Does not apply when to commercial item or service subcontracts where supplies are not required. |
| FAR 52.219-8  | Utilization of Small Business Concerns (JAN 2011)   | None  |
| FAR 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)  | None  |
| DEAR 952.209-72   | Organizational Conflicts of Interest Alternate I (JUN 1997)   | Applies to subcontracts for advisory and assistance services as defined in FAR 2.101.           |
| <b>The below clauses apply to all subcontracts exceeding \$500,000.00</b> |   |   |
| DEAR 952.226-74   | Displaced Employee Hiring   | None  |



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|  | Preference (JUN 1997)  |   |
| DEAR 952.223-78  | Sustainable Acquisition Program (OCT 2010)   | Applies to all subcontracts that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. |
| DEAR 970.5226-2  | Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000) | None  |
| <b>The below clauses apply to all subcontracts exceeding \$650,000.00 (\$1.5M if Construction)</b> |  |   |
| FAR 52.219-9   | Small Business Subcontracting Plan (OCT 2001)  | None  |
| FAR 52.219-16  | Liquidated Damages – Subcontracting Plan (JAN 1999)  | Applies to all subcontracts subject to FAR 52.219.16  |
| <b>The below clauses apply to all subcontracts exceeding \$700,000.00</b>                          |  |   |
| FAR 52.215-13  | Subcontractor Cost or Pricing Data – Modifications (OCT 2010)  | None  |
| FAR 52.215-15  | Pension Adjustments and Asset Reversions (OCT 2010)  | Applies to subcontracts for which it is anticipated that certified cost and pricing data will be required   |
| FAR 52.215-18  | Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)                    | Applies to subcontracts for which it is anticipated that certified cost and pricing data will be required   |
| FAR 52.215-19  | Notification Of Ownership Changes (OCT 1997)   | Applies to subcontracts for which it is anticipated that certified cost and pricing data will be required   |
| FAR 52.230-2   | Cost Accounting Standards (OCT 2010)   | Applies to all negotiated subcontracts unless exempted from CAS.  |
| FAR 52.230-3   | Disclosure and Consistency of Cost Accounting Practices (MAY 2012)   | Applies to all negotiated subcontracts unless exempted from CAS.  |
| FAR 52.230-5   | Cost Accounting Standards Educational Institution (MAY 2012)   | Applies to all negotiated subcontracts unless exempted from CAS.  |



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| FAR 52.230-6 | Administration of Cost Accounting Standards (JUN 2010) | Applies to all subcontracts that are subject to FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5. |
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### ATTACHMENT 6 - SPECIAL PROVISIONS – ON-SITE SERVICES

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### **1.0 DEFINITIONS**

- A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:
1. "ES&H" shall mean environment, safety and health, including pollution prevention, waste minimization, occupational radiation protection, industrial hygiene, fire protection, and nuclear safety.
  2. "Employee" shall mean both Subcontractor and its lower-tier subcontractor employees.
  3. "Work" shall mean supplies, services, designs and vendor data provided by the Subcontractor and its lower-tier subcontractors and all work performed pursuant to this Subcontract.
  4. "Radiological Work" shall mean any work performed on-site that requires the handling of radioactive material or which requires access to Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas or Airborne Radioactivity Areas. No work is to begin on site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by the Contract Specialist or Buyer's Technical Representative (BTR).
  5. "Site" or "On-Site" shall mean the following: all Government owned facilities and/or Buyer operated facilities paid with Government funds (regardless of whether DOE badges are required or not), located in Richland, Washington, Hanford, Washington, and within Benton County, Washington.

### **2.0 GENERAL**

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions apply to all companies and personnel assigned to work on the Hanford site in performance of this Mission Support Alliance (MSA) Subcontract. All of these provisions including requirements identified in the SOW must be flowed down appropriately to all lower-tier subcontractors and assigned personnel.
- C. Buyer reserves the right to refuse or withdraw access to the Buyer's facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or



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misappropriation of Department of Energy (DOE) owned facilities, equipment or resources.

- D. Ensure that all activities appropriately protect the human health and safety, environment, cultural resources, treaty rights, reserved treaty and other legal rights of the federally recognized American Indian Tribes at the Hanford Site. If you have any questions in this regard, contact the cognizant BTR.

### 3.0 SAFETY AND QUALITY STANDARDS

#### 3.1 SAFETY

- A. The Subcontractor and its lower-tier subcontractors shall perform work on the Hanford Site in accordance with the Buyer's DOE approved Worker Safety and Health Program (MSC-MP-32219, 10 CFR 851 MSC Worker Safety and Health Program Description), Safety and Health Procedures, and applicable Site-wide Safety Programs or the subcontractor shall submit to Buyer documentation that the Subcontractor's Worker Safety and Health Program has been approved by DOE.
- B. Buyer's Safety and Health Procedures are available on the internet at <http://www.hanford.gov/pmm/page.cfm/Forms>. The documents on this site are kept current and are readily available for Subcontractor and lower-tier subcontractor use.
- C. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of S&H functions and activities is an integral and visible part of the Subcontractor's work planning and execution processes. As a minimum, the Subcontractor shall:
1. Thoroughly review the defined scope of work;
  2. Identify hazards and ES&H requirements;
  3. Analyze hazards and implement controls;
  4. Perform work within controls; and
  5. Provide feedback on adequacy of controls and continue to improve ES&H management.
- D. The Subcontractor shall flow down ESH&Q requirements to the lowest tier Subcontractor performing work on the Hanford site commensurate with the risk and complexity of the work.
- E. The Subcontractor and its lower-tier subcontractors shall take all reasonable precautions in the performance of the work to protect the safety



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and health of employees and of members of the public. The Subcontractor and its lower-tier subcontractors shall be responsible to comply, without additional expense to the Buyer, with new or modified State, Federal, and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.

- F. Subcontractor shall perform work in compliance with facility-specific procedures and requirements documents applicable to the work area.
- G. Subcontractor shall take appropriate action, up to and including stopping work, and immediately notify the Buyer if an unplanned risk or hazard is discovered that is not covered by directions provided by Buyer. This action includes notifying the Buyer if the work exposes their workers to hazards that require exposure assessment, medical examinations, or training.
- H. Subcontractors and its lower-tier subcontractors shall be responsible to complete an Employee Job Task Analysis (EJTA) in accordance with MSC-PRO-11058 for any of the following situations:
  - For any subcontractor employee who will be on the Hanford Site for more than 30 days in a year.
  - For any subcontractor employee who may potentially be exposed to hazards (e.g. radiological, beryllium, hazardous wastes, noise) while performing in accordance with the subcontract statement of work.
  - For any subcontractor employee enrolled in a medical or exposure monitoring program required by 10 CFR 851, and/or any other applicable federal, state or local regulation or other obligation.

If either of the above conditions are met, the subcontractor and its lower-tier subcontractor employee is to have a current approved EJTA prior to that employee beginning work on the Hanford Site. Note: if the services being provided to MSA are defined as "commercial items" as defined in the Federal Acquisition Regulations, they are exempt from this requirement.

- I. Subcontractor and its lower-tier subcontractors shall use the Hanford Site Occupational Medical Provider for first aid treatment, and return to work evaluations and the Hanford Fire Department or Richland Fire Department (depending on location of incident) for ambulance service for urgent medical situations requiring care and transport.



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- J. Subcontractor shall ensure employees and lower-tier subcontractor employees have received the identified safety-related training as required by MSA safety and health procedures.
- K. Specific health and safety requirements for the execution of the scope of work described in this document will be stipulated in the Buyer's Site-specific Health and Safety Plans, Job Hazard Analysis (JHA)/Job Safety Analysis (JSA) and Radiological Work Permits, as applicable. The Buyer's safety and health requirements will be communicated to the Subcontractor through HGET, facility-specific training and orientation, and pre-job briefings. A pre-job safety meeting, including any personnel associated with the field work, will be held before the performance of field work.
- L. The Subcontractor shall prepare a Job Hazard Analysis (JHA) as required by and in accordance with the requirements specified in MSC-PRO-079, Job Hazard Analysis. The Subcontractor will participate in the JHA/AJHA process, and will comply with the requirements specified within any JHA document (e.g.; AJHA, JSA, Work Order, etc.) associated with the Subcontractor's description/scope of work. All applicable JHAs shall be reviewed and approved by the Contracting Officer and provided for review to all Subcontractor personnel before the initiation of field activities.
- M. The Subcontractor will supply all appropriate personal protective equipment (PPE) needed by Subcontractor personnel. Safety Glasses with side shields, hard hats, and substantial footwear (i.e., no open-toed or open-heel shoes, no sandals) shall be worn when working on or near the designated work area.
- N. The Subcontractor shall immediately notify the BTR and the Contract Specialist of any injuries or incidents including damage to Subcontractor-owned property or equipment.
- O. The Subcontractor shall provide Buyer with a copy of all reports made to government agencies or insurance companies relating to jobsite accidents and injuries.

### **3.2 SHIPMENT SAFETY**

Subcontractor shall ensure that all shipments made to the Hanford site in performance of this Subcontract are packaged and loaded for safe handling and unloading. Any person delivering to the Hanford site or to a Buyer-controlled facility should wear appropriate protective equipment and may be required by the Buyer to wear specific personal protective equipment (hand, eye, head or foot protection). Deliveries to the Hanford site or Buyer-controlled facility may be refused and/or unloading work stopped by any Buyer employee for unsafe



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conditions or practices. All Subcontractors are responsible for ensuring that they and all lower-tier subcontractors have the appropriate DOT certificates, paperwork, and signage.

### **4.0 MATERIALS AND EQUIPMENT**

#### **4.1 PROTECTION OF MATERIALS, EQUIPMENT, AND WORK**

Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, preserve and protect material and equipment used by Subcontractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

- A. Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, protect from damage due to Subcontractor's operations, equipment and materials (whether stored or installed), paving, structures and any and all other items on jobsite belonging to the Government, Buyer or others.
- B. Neither Buyer or the Government shall be responsible for any loss suffered by Subcontractor or damage to the work, or to materials, tools and equipment of Subcontractor or of any other Subcontractor, and Subcontractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage that may be directed by Buyer or the Government.

#### **4.2 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- A. The Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Subcontract. The Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Subcontract performance, or by the careless operation of equipment, or by workmen, the Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Buyer.
- B. The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract



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or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, the Buyer may have the necessary work performed and charge the cost to the Subcontractor.

### **5.0 LABOR AND WORK RULES**

#### **5.1 SUBCONTRACTOR'S PERSONNEL**

- A. At all times during the course of the work, Subcontractor shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to Buyer. The supervisor shall have authority to represent Subcontractor and directions given to him shall be binding on Subcontractor. Upon Buyer written request, Subcontractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Subcontractor in all matters pertaining to the work and this Subcontract. Subcontractor shall furnish Buyer a copy of the authorization. Subcontractor shall not transfer or remove any of its supervisory or key personnel from performance of work without the prior written approval of Buyer.
- B. Any employee of Subcontractor deemed by Buyer, in their sole judgment, to be objectionable shall be removed from the jobsite immediately upon Buyer request and shall be promptly replaced by Subcontractor at no extra expense to Buyer. Subcontractor shall nevertheless retain all authority and control over its employees, including responsibility for all costs arising from providing reasonable accommodations for its employees.
- C. If requested by Buyer, Subcontractor shall furnish it with the names and addresses of Subcontractor's lower-tier Subcontractors, field employees of Subcontractor and its lower-tier Subcontractors, and others who have performed or are performing the work hereunder.

#### **5.2 LABOR HARMONY**

Subcontractor agrees that all labor employed by it, its agents, and/or lower-tier Subcontractors for work on the jobsites shall be in harmony with and be compatible with all other labor used by Buyer or other Subcontractors. Whenever Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the work, Subcontractor shall immediately give notice thereof including all relevant information to Buyer.

#### **5.3 WORK RULES**

Subcontractor shall comply strictly with Buyer and the Government's rules governing the conduct of Subcontractor and Subcontractor's employees,





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agents, and Subcontractors at and about the jobsite. Subcontractor agrees that it shall ensure that its supervisory personnel, employees, agents, and Subcontractors at the jobsite comply strictly with such rules. Buyer reserves the right to, from time to time, revise any such rules and Subcontractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

### **5.4 OVERTIME**

Unless expressly stated elsewhere in this Subcontract, work on the Hanford site shall be compatible with Buyer's starting and quitting times, or other times approved by Buyer. Buyer must approve scheduled overtime work by Subcontractor in advance and in writing. Subcontractor shall notify Buyer in advance of any incidental spot overtime that Subcontractor elects to work due to such operations as concrete placement, non-disruptable work activities and emergencies to protect life and/or property. Overtime work, whether scheduled or incidental, shall be to Subcontractor's account unless the compensation therefore is specifically authorized in writing by Buyer. In the event Buyer approves compensation of Subcontractor's overtime in advance, such compensation as separately authorized shall be limited to the actual cost to Subcontractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Subcontractor shall submit supporting documents satisfactory in form and content to Buyer for its verification and approval.

### **5.5 CONFIDENTIAL AND CONTROLLED-USE INFORMATION**

- A. Confidential and Controlled-Use Information obtained by Subcontractor from Buyer or the Government in connection with this Subcontract shall be held in confidence by Subcontractor and shall not be disclosed to third parties or used by Subcontractor for any purpose other than for the performance of this Subcontract or as authorized in writing by Buyer.
- B. This information, which can include controlled-use (documents marked Official Use Only (OUO), Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI)), designs, drawings, technical experience, software, processing systems, databases, financial, intellectual property, trade secrets, customers, vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, Subcontract terms, and any information generated pursuant to work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset or



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information relating to national security of considerable value to Buyer and the Government.

- C. Subcontractor shall use such confidential information only for the purpose of performing work in accordance with the Subcontract. Confidential Information may only be released on a need to know basis to employees and Subcontractors who agree to safeguard the information. Subcontractor shall make all reasonable efforts to ensure its employees and lower-tier Subcontractors, maintain such confidential information in strictest confidence. Subcontractor may not disclose Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written consent of Buyer or the Government, as appropriate.
- D. All Confidential Information furnished by Buyer or the Government, or documentation developed by Subcontractor in performance of this Subcontract shall remain Buyer's property. Upon completion of work, Subcontractor shall either destroy or return such documentation and any other confidential information reduced to tangible or electronic form, including copies thereof, to Buyer unless Buyer consents otherwise.
- E. Nothing contained in the Subcontract, or in any disclaimer made by Buyer or the Government, shall be construed to grant Subcontractor any license or other rights in or to disclose confidential information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.
- F. In the event that work performed by Subcontractor in accordance with the Subcontract involves the collection or generation of data on persons or associations, Subcontractor shall maintain strict confidentiality of records in accordance with the laws of the State of Washington; the Privacy Act of 1974 (5 U.S.C. 552a); provisions of the Fair Credit Reporting Act (15 U.S.C. 1681); and other applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

## 6.0 SECURITY

The Subcontractor and all lower-tier subcontractors shall comply with the following security instructions and requirements.

### 6.1 PERSONNEL QUALIFICATIONS

- A. Subcontractor is responsible for maintaining satisfactory standards for employee qualifications, performance, conduct, and business ethics



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under its own personnel policies. If the work to be performed under this Subcontract requires Subcontractor personnel to acquire site access, Subcontractor is responsible for determining employee suitability prior to making a request for site access, including citizenship.

- B. Subcontractor, by requesting site access for Subcontractor or lower-tier subcontractor personnel, hereby accepts complete responsibility for all conduct of the personnel to whom access is granted. Buyer shall be indemnified and held harmless for all liability, claims or controversies arising from badge issuance

### **6.2 BADGE REQUIREMENTS**

- A. Requests by an authorized representative of the Subcontractor for access to the Hanford Site or any Buyer controlled facility or access to a Federal Information system will only be considered when a valid business reason exists. Access may be denied or revoked by the Buyer or DOE at any time.
- B. Foreign national access - a special review and approval process is required before site access might be granted to a foreign national (a non-U.S. citizen). Foreign nationals will not be badged until the process is complete. Site hosts are responsible for ensuring that citizenship determinations are complete.
- C. Any person granted access shall be required to wear a Buyer-issued security badge identifying him/her. The identification badge shall be worn in plain view, above the waist, on the front of the body. If required, a dosimeter will be issued in conjunction with the security badge. The identification badge must be protected from loss or theft and shall not be stored in an unlocked unattended vehicle. The identification badge integrity must be protected by ensuring the badge is not altered, photocopied, counterfeited, reproduced, and/or photographed.
- D. Badging for more than seven (7) days requires Subcontractor employees to complete Hanford General Employee Training (HGET). Buyer will provide HGET except in special circumstances. Subcontractor employee must be current with minimum site access training requirements to be issued a security badge.
- E. Badges will be issued at Buyer security location(s) during normal working hours. Subcontractor shall provide Buyer the complete name (as it appears on the photo identification to be used), business address, social security number and citizenship of the individual(s) requiring a security badge(s), at least two working days prior to the date the



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employee(s) first require the badge(s) for work performance. Each Subcontractor employee requiring a badge shall appear in person with photo identification (e.g., valid driver's license) and at least one form of valid, non-expired government-issued photo identification. Valid forms of photo identification are: (1) U.S. state issued drivers license; (2) U.S. Passport; (3) Military Identification; or (4) a U.S. state issued identification card.

- F. If a Subcontractor employee loses a badge, he/she shall report the loss immediately upon discovery to the Central Badging Office at 509-376-3000. If badge is stolen, immediately report it to Hanford Patrol at 509-376-3800, the Central Badging Office, and local law enforcement (a police report number will need to be obtained).
- G. Upon termination of employment or completion of the Subcontractor's work, and before final payment shall be made, all badges and dosimeters issued to Subcontractor employees shall be returned to Central Badging and MSA Dosimetry, respectively. Buyer will charge Subcontractor \$1,000.00 for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Subcontractor. Refund of charges – may not be made after the date of final payment to Subcontractor for previously collected badges and/or dosimeters subsequently found.

### **6.3 UNCLASSIFIED COMPUTER SECURITY REQUIREMENTS**

When made available by the Buyer as part of this Subcontract, Buyer's telecommunications and computer systems may be used only in performance of this Subcontract. Subcontractor will ensure that personnel who are allowed access to the Hanford Local Area Network (HLAN) understand and comply with Buyer's Computer Access and data security rules. Foreign Nationals may not be granted access until cleared by the Foreign National Visits and Assignments office.

When authorized to connect Subcontractor owned computers to HLAN, Subcontractor will:

1. Identify a single contact responsible for coordinating appropriate controls with the Project Hanford Management Subcontract (MSC) Computer Protection Program Manager (CPPM).
2. Obtain approval from the CPPM prior to making any connections
3. Ensure that any computer connected to the HLAN must be physically separated from any other network by Buyer approved means



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4. Allow Buyer unrestricted access to those computers for periodic inspection and to verify that all "data in all forms" is erased prior to final payment on the Subcontract (41 CFR 109-43).

### 6.4 CLEARANCES

In some circumstances, a security clearance is required for unescorted access. In these rare cases, the Buyer will provide the Subcontractor with guidance.

### 6.5 ESCORT REQUIREMENTS

In some locations, escorting will be required. In these rare circumstances, the Buyer will provide the Subcontractor with guidance.

### 6.6 PROHIBITED ARTICLES

Subcontractor's employees shall not personally carry, or otherwise transport or transfer, certain items onto the Hanford Site or any DOE-owned or leased facility, or off the Site proper at which the Subcontractor is performing work under this Subcontract.

- A. The following items are **prohibited** articles anywhere on site or in site-associated facilities (to include vehicle parking areas and pedestrian walkways):
  1. Pets and animals (guide dogs are permitted).
  2. Weapons – includes firearms and ammunition, stun guns, folding or straight blade knives with blades exceeding (4) inches in length, swords, machetes, axes, hatchets, razors and similar cutting devices, clubs, and any other item prohibited by law.
    - a. Note: Personal protective sprays, e.g., pepper spray, are prohibited in protected areas and material areas only.
  3. Alcoholic beverages – Includes any intoxicating beverage, liquor or other product containing alcohol, including "near" and "non-alcoholic" beer and "energy drinks" which identify alcohol as an ingredient
  4. Controlled substances and drug paraphernalia (prescription drugs are permitted in the original container).
  5. Explosives or incendiary devices (road flares are permitted).
  6. Any article prohibited by law.



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B. The following **controlled** articles are prohibited within areas controlling classified interests located in limited areas and protected areas (privately owned items are not authorized within limited areas, protected areas and materials access areas; government owned items may be authorized if identified on an approved prohibited/controlled article pass):

1. Cameras and Computers.
2. Recording and transmitting devices, including cell phones, iPods, MP3 players and e-Readers.
3. Cellular telephones.
4. Electronic equipment capable of connecting to automated information systems, e.g., personal digital assistants.
5. Any article prohibited by law.

**NOTE** – All images taken at Hanford are considered documents and are subject to information release procedures.

C. If Subcontractor, or any of its employees, needs to use a prohibited item to meet a requirement of this Subcontract, Subcontractor shall contact Buyer for guidance in acquiring the necessary prohibited/controlled article pass.

D. Subcontractor's employees and their vehicles, packages, or other types of containers are subject to a search for prohibited articles at any time while performing work on the Hanford Site or in any DOE owned or leased facility located off the Site proper. Prohibited articles found in the possession/control of Subcontractor's employees which are not listed on a valid prohibited/controlled article pass may be confiscated.

**NOTE:** (1) Government-owned video conference systems approved for classified use are not considered controlled articles, (2) Hanford Patrol is authorized to search all vehicles and hand-carried items, and to confiscate any prohibited/controlled articles not listed on a valid prohibited/controlled article pass, (3) this list is subject to change, (4) If Subcontractor or any lower-tier subcontractors are in possession of any of the above items, **THE ITEMS MUST BE DECLARED IMMEDIATELY.**

## 7.0 MEDICAL

A. Buyer may require Subcontractor's employees to undergo medical examinations including medical qualification and medical monitoring examinations. The



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Subcontractor shall utilize the Hanford Site Occupational Medical Subcontractor for medical examinations required for performance of this work scope. The Subcontractor shall use the Hanford OMC for work related injury care, return to work evaluations. Hanford Fire Department ambulance service may also be used to provide urgent care and transportation while on the Hanford Site.

- B. The Subcontractor shall be responsible for providing an acceptable replacement if the Subcontractor's employee is medically unable to safely perform the assigned work scope.
- C. Medical examinations may be required at any time if efforts under this Subcontract involve work in radiological areas or result in routine exposure to radioactive materials.

### 8.0 RADIATION PROTECTION

- A. Subcontractor shall ensure that all employees and other persons under its control comply with the requirements of the MSC Radiological Control Manual (MSC-5173) and regulations pertaining to control of occupational radiation and/or contamination as set forth herein. Unless specified otherwise in the Subcontract the Buyer will provide the Occupational Radiation Protection Program. If the Subcontract involves work in areas that contain irradiated or contaminated equipment, the Subcontractor and its employees shall be required to undergo a Buyer-provided orientation and appropriate radiological training.
- B. Subcontractor shall ensure that individuals responsible for developing and implementing radiological measures have the appropriate education, training, and skills to discharge these responsibilities. Each individual must submit supporting documentation prior to starting work. The Buyer may identify additional required radiological training.
- C. The Buyer's program requirement is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Subcontractor agrees that its employees shall submit to such a survey and, if necessary, decontamination procedures. If employees are appropriately qualified, employees may perform self-survey for radioactive contamination.
- D. The Subcontractor shall notify the BTR in writing at least 24 hours in advance of bringing any item, equipment or tool to the Hanford Site that contains radioactive material above background using industry handheld instruments. The Buyer may conduct radiological surveys to verify compliance with 10 CFR 835 on any equipment, tools or personal property brought on to the Hanford site, at any time during the period of performance of this Subcontract and before allowing any such equipment, tools or personal property to be brought onto the site or before leaving the site.



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- E. Based on the results of the survey, Buyer may refuse to allow radiologically contaminated materials to be brought onto the site or to leave the site. If Subcontractor's originally uncontaminated equipment, tools or personal property becomes contaminated during performance of the work on site through no fault or negligence of the Subcontractor, the Buyer may attempt to decontaminate. If the contaminated property cannot be decontaminated so that it can be released, the Buyer reserves the right to destroy or dispose of the property at no cost to the Subcontractor. In such instance, an equitable adjustment to the Subcontract "may" be made if not already addressed elsewhere in the Subcontract.
- F. The Subcontractor shall notify the BTR in writing at least 24 hours in advance when a radioactive source that employs radioactive materials or generates, emits, or utilizes ionizing radiation will be used prior to bringing such device(s) on-site. This includes any source licensed by the Nuclear Regulatory Commission (NRC) or authorized State.
- G. This notification will contain the off-site company name, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose rate, whether the source is shielded or unshielded, the planned location of source while on site, the custodian of the source (point of contact), and the arrival and departure dates. The Subcontractor will also notify the BTR in writing when the source has been removed from the Hanford Site.
- H. Basic Dosimeter. Each employee of the Subcontractor and its lower-tier Subcontractors may be issued a basic dosimeter for performance of the work under this Subcontract. Dosimeters are issued free of charge by MSA Dosimetry. Dosimeters will be issued for the duration of a specific Subcontract or for the current calendar year. If a Subcontract performance period extends beyond the last Friday of the current calendar year, a new dosimeter shall be obtained before that date.
  - 1. All dosimeters shall be returned (1) within thirty (30) calendar days after the completion of the work, (2) on or before January 15 of the next calendar year, or (3) prior to final payment under the Subcontract, whichever is earliest.
  - 2. Dosimeters may be issued for shorter periods of time or to monitor specific locations based on the requirements of the activity. The Subcontractor agrees to comply with approved MSA procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.
- I. Radiological records generated by the Subcontractor shall be submitted to the Buyer as specified in the SOW or within 30 days of completion of work. No radiological record generated during the performance of work may be disposed of or destroyed without Buyer approval. Subcontractor may retain copies of any such records. Examples of such radiological records include radiological designs,





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procurements of equipment use in a radiological environment, radiological survey documentation, work documents, radiological training, and individual occupational radiation exposure records. MSA reserves right of inspection during performance of the work.

- J. Instruments not provided by the Buyer for use by the Subcontractor for radiological monitoring will be approved by the radiological control organization, calibrated, maintained, and operated in accordance with procedures that meet the Buyer program requirements.
- K. Radiological personal protective clothing, including respiratory protection used for radiological purposes, provided by the Subcontractor must be approved by the Buyer prior to use.
- L. Subcontractor Radiation Protection Compliance Evaluation
  - 1. The requirements in this Clause apply to any product that has the potential to cause radiological harm for its intended use or radiological activity or service carried out on behalf of DOE and the Buyer by the Subcontractor that has the potential to result in: (1) occupational exposure to ionizing radiation (as defined in 10 CFR 835.2), (2) exposure of minors and members of the public (as defined in 10 CFR 835.2) to ionizing radiation during direct on-site access at a DOE site or facility, (3) planned special exposures (as described in 10 CFR 835.204), (4) emergency exposures (as described in 10 CFR 835.1302), and (5) exposures to the embryo/fetus of a declared pregnant worker (as defined in 10 CFR 835.2). Specific applicability exclusions include those listed in 10 CFR 835.1(b).
  - 2. The Subcontractor shall: (1) comply with all requirements of MSC-5173 and (2) implement, document, and maintain implementing programs (such as administrative controls, procedures, and technical work documents) as necessary to ensure compliance with MSC-5173. The Subcontractor's program is subject to review at all times by the Buyer. Subcontractor's acceptance of this Subcontract provision signifies that MSC-5173 requirements are understood and will be met.
  - 3. When subcontracting any portion of this Subcontract, the Subcontractor is required to invoke the requirements of MSC-5173 on any subcontractor which shall be involved in the performance of any of the work described in the first paragraph of this Clause. Prior to performing any radiological activity, the Subcontractor's lower-tier subcontractor(s) shall certify that the requirements of MSC-5173 are understood and that they will be met.
  - 4. The Buyer reserves the right to verify the efficacy of implementing programs and the implementation of MSC-5173 requirements at the Subcontractor's facility and/or lower-tier subcontractor's facility to ensure compliance with 10 CFR 835 as defined in the Subcontract. Access to a



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Subcontractor's facility shall be requested through the Subcontractor and verification may be performed jointly with the Subcontractor. The Subcontractor shall, during the performance of this Subcontract, submit any significant changes to the program documents to the Buyer for review and approval prior to implementation. Significant changes are those changes which, if implemented, may result in unnecessary increases in occupational exposure or loss of control of radioactive materials without a corresponding increase in the scope or effectiveness of radiological work activities performed. The Buyer may impose changes upon the Subcontractor's program documents as necessary to maintain compliance with MSC-5173, which is subject to changes resulting from new or revised provisions of 10 CFR 835.

5. The Subcontractor and any of its lower-tier subcontractors performing portions of the work covered by MSC-5173 shall restrict minors (persons under 18 years of age) from Radiologically Controlled Areas and all other Radiological Areas, unless approval has been obtained from the Buyer's Radiological Control Manager to permit entry.

### **9.0 SUBCONTRACTOR-FURNISHED MATERIALS AND/OR TOOLS**

If Subcontractor is required to furnish and bring on the Hanford Site its own materials and/or tools, Subcontractor shall keep such materials and/or tools physically segregated from 1) any materials, tools, and/or other property furnished by the Government, and 2) any materials, tools, and/or other property acquired by the Subcontractor for which cost the Subcontractor is reimbursed by the Government. See clauses titled "Handling of Prohibited Articles" and "Radiation Protection" for handling of contaminated articles.

The Subcontractor is responsible for providing for the physical protection of its own materials and/or tools and any materials, tools, and/or other property furnished by the Government. Materials, tools, and other property must be physically secured to the extent practicable through the use of locked buildings, containers, and fenced areas. Where it is impractical to lock items in a building, container, or fenced area, alternate means of protection must be provided (e.g., hub locks, hitch locks, ignition locks, locked chains, etc.), to secure items.

### **10.0 INSURANCE**

#### **10.1 SUBCONTRACTOR PROVIDED INSURANCE**

- A. Subcontractor shall procure at his/her own expense and maintain the insurance policies and coverage limits described below unless waived in writing by Buyer. Subcontractor shall ensure that lower-tier subcontractor agreements at least duplicate the insurance policies and coverage limits required of Subcontractor unless waived by Buyer. Buyer's waiver shall not apply to insurance required by statute.



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1. Workers Compensation, Occupational Disease, Disability Benefit, and other similar employee benefit insurance required under the laws of the state that apply to the work to be performed under this Subcontract.
2. Commercial General Liability Insurance, including Employers Liability and Owner's and Subcontractor's Protective and Contractual Liability, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss.
3. Automobile Liability Insurance for all motor vehicles, including owned, non-owned, and hired motor vehicles, used by or on behalf of Subcontractor in connection with work to be performed under this Subcontract with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss. If hazardous materials are to be transported, Subcontractor shall maintain liability insurance evidenced by ISO Form CA001 with MCS-90 and CA9948 endorsements attached.
4. Tool and Equipment Insurance for all tools and equipment, including rentals, used in connection with the work to be performed under this Subcontract.
5. Prior to commencing work, Subcontractor shall furnish Buyer with satisfactory evidence of insurance coverage, unless waived in writing by Buyer. Subcontractor is required to notify Buyer in writing *immediately* if the insurance is cancelled and/or a material change occurs. In addition, the following requirements apply: (1) coverage's evidenced by Subcontractor Provided Insurance policies shall be primary and (2) such policies shall contain a Separation of Insureds clause and Waiver of Subrogation in favor of Buyer. Subcontractor shall name Buyer as an Additional Insured on all such applicable policies. Such Additional Insured endorsement shall provide Buyer protection under Additional Insured endorsement CG 2010 07 04 or other Additional Insured endorsement which, at a minimum, is at least as broad as coverage provided under CG 2010 07 04.
6. It is required that the Subcontractor maintains insurance at all times under this Subcontract and provides proof of such. If Subcontractor cannot provide proof of active insurance, Buyer reserves the right to stop work until a valid certificate of insurance is supplied.

### 11.0 EMERGENCY SITUATIONS

- A. The DOE RL Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site affecting site personnel, the public health, safety, the environment, or security. In the event the DOE RL



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Manager or designee determines such an emergency exists, the DOE RL Manager or designee will have the authority to direct any and all activities of the Subcontractor and its lower-tier subcontractors necessary to resolve the emergency situation. The DOE RL Manager or designee may direct the activities of the Subcontractor and lower-tier subcontractors throughout the duration of the emergency.

- B. The Subcontractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

### **12.0 STOP WORK RESPONSIBILITY – ON-SITE WORK**

- A. Every Buyer and Subcontractor employee has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when they are convinced a situation exists that places himself/herself, coworker(s), or the environment in danger or at risk per DOE-0343, "Stop Work."
  - 1. Any employee who reasonably believes that his/her safety is in jeopardy, or who is convinced a situation exists that places themselves, their coworker(s), or the environment in danger, is expected to refuse work without fear of reprisal by management or coworkers, and is entitled to have the safety concern resolved prior to participating in the work.
  - 2. Employees are expected to report any practice or condition they believe presents an unacceptable risk. Notification should be made to the affected worker(s) and then to the supervisor or his/her designee, at the location where the practice or condition exists. After notification, resolution of the issue resides with the responsible manager.
  - 3. The BTR shall also be notified when a Stop Work affects the Subcontract staff and the performance of work. The direction to resume work will be made in writing from the BTR.
- B. The Subcontractor shall provide for the flow-down of appropriate requirements of this clause to lower-tier subcontractors performing work on-site at a DOE-owned or leased facility. Such Subcontracts shall provide for the right to stop work under the conditions described herein.

### **13.0 TRAINING**

- A. Subcontractor shall ensure that assigned personnel meet and maintain appropriate training, qualification, and certification requirements per MSA procedures.
- B. Site procedures will identify the Hanford site-specific training requirements to safely perform this work, to perform radiological work or provide items used for radiological work. All Subcontractor personnel who will be performing work in the field on the Hanford Site must complete or have completed within the past 12 months MSA orientation course #100099 or a version of Hanford General



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Employee Training (HGET) prior to being issued a badge or being allowed access to the Hanford Site. Office and administrative visits of less than 7 days will be allowed without this course, but access will be limited to office and administrative areas of the Hanford Site. This requirement applies even if Subcontractor personnel have a valid DOE badge issued by another site. This course can be completed prior to arriving to the Hanford via the Internet. Contact our training organization by sending an e-mail message to [eHanford@rl.gov](mailto:eHanford@rl.gov) for obtaining access instructions. If you do not complete this course prior to arrival on Site, you will have to complete this orientation course at the MSA badging office prior to receiving a Hanford Site badge.

### **14.0 TELECOMMUNICATIONS AND HANFORD LOCAL AREA NETWORK (HLAN)**

Telecommunications and Hanford Local Area Network (HLAN) connectivity and support on the Hanford Site shall be acquired from the MSA preferred service provider unless approved in advance by the Buyer and MSA Chief Information Officer. This includes computing, network, radio and paging use, connectivity and integration.

### **15.0 EMPLOYEE CONCERNS**

The MSC Employee Concerns Program is available for use by all Subcontractor personnel working on-site for the reporting of issues/concerns related to ES&H protection, quality, security, or illegality. Issues should be raised through MSC project management if possible, or made directly to the Employee Concerns Office at phone numbers posted on-site. Concerns may also be submitted anonymously by calling 509-373-2273.

### **16.0 HAZARDOUS MATERIALS AND WASTE**

#### **16.1 GENERAL**

- A. Subcontractor shall minimize the environmental impact of the work being done, hazardous materials used in performance, and hazardous waste generated as a result.
- B. Hazardous materials used and hazardous waste generated onsite by the Subcontractor shall be managed, handled, and otherwise treated, stored and disposed of in accordance with (1) applicable Federal, State of Washington, and local statutes, rules, regulations, and ordinances; (2) applicable Environmental Protection requirements and processes as described in or referenced by the Statement of Work; and (3) Subcontractor's established handling and management procedures, which are subject to review and approval by Buyer prior to performance. Buyer also reserves the right to review and approve hazardous materials prior to use onsite and require product substitution of less hazardous or non-regulated materials. Subcontractor shall minimize waste generation as is practicable, and report the results of such efforts to BTR.



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- C. Subcontractor shall supply a list of all hazardous materials brought onsite and their corresponding Material Safety Data Sheets (MSDS). Subcontractor shall keep the list current, and shall provide the list to the BTR on a quarterly basis. Subcontractor shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought onsite, types of containers, and locations of storage) to the Contract Specialist and BTR. Subcontractor also shall make available at each location, and review with its personnel information contained in MSDSs for the hazardous materials to be used there.
- D. Subcontractor is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases in accordance with (1) Federal, State of Washington, and local statutes, rules, regulations, and ordinances; and (2) applicable Project Hanford Policies and Procedures. Buyer reserves the right to assume responsibility for remediation.

### **16.2 TOXIC SUBSTANCES CONTROL ACT**

Subcontractor warrants that each and every chemical substance delivered under this Subcontract, if any, shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 2607(b) of the Toxic Substances Control Act (15 U.S.C. 2601-2629).

### **16.3 REJECTION OF WASTE PRODUCTS**

Prior to acceptance, Subcontractor may reject waste products which it has determined by visual inspection or testing to be nonconforming. Subcontractor shall give Buyer notice of the waste products rejected and the reasons for such rejection.

### **16.4 ACCEPTANCE AND TITLE**

- A. Acceptance of the waste products shall occur at the time Subcontractor takes possession of or accepts delivery of the waste products at the place of tender and, at that time, title, risk of loss and all other incidents of ownership to the waste products shall be transferred from the Government and vested in the Subcontractor.
- B. When Subcontractor provides loading, the Subcontractor shall be deemed to have taken possession of the waste products upon commencement of such loading service. When the Subcontractor provides transportation only, the Subcontractor shall be deemed to have taken possession upon completion of such loading services.



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### **16.5 REVOCATION OF ACCEPTANCE**

- A. Within 72 hours after acceptance, Subcontractor may revoke its acceptance of nonconforming waste products, provided that the waste products have not been materially changed or disposed. However, revocation of acceptance of waste products which have been transferred from Buyer's container(s) to a bulk container, such as a tank truck or storage tank, must be based upon an analysis of a representative sample of such waste products taken prior to transfer from Buyer's container to the bulk container. Such sample must be split with Buyer at the time it is taken. A justified revocation of acceptance shall operate to revert title; risk of loss and all other incidents of ownership in the Government at the time notice of revocation is given to the Buyer.

### **16.6 BUYER'S OPTIONS IN EVENT OF REJECTION OR REVOCATION OF ACCEPTANCE**

- A. In the event Subcontractor rejects the waste products or revokes its acceptance of waste products, Buyer may, within (5) business days after receipt of notice of rejection or revocation, notify Subcontractor of Buyer's intent to test the waste product, to verify the alleged nonconformity. Buyer may, if lawfully permitted, direct Subcontractor to arrange for such testing or corrections, pursuant to Buyer's instructions and at Buyer's cost. All testing or corrections shall be completed within twenty-one (21) business days of Buyer's receipt of the rejection or revocation notice.
- B. Upon mutual agreement of the parties that the waste products are not nonconforming for the reasons specified in Subcontractor's notice, the notice of rejection or revocation as to such waste products shall be deemed null and void as of the time of its original issuance.

### **16.7 SUBCONTRACTOR'S OPTIONS AS TO RIGHTFULLY REJECTED OR REVOKED WASTE PRODUCTS**

- A. If Subcontractor rejects the waste products or revokes its acceptance of the waste products, Subcontractor and Buyer shall, in good faith, attempt to amend the Subcontract to provide for disposal of the nonconforming materials. If the parties cannot, within a reasonable time after rejection or revocation (including any time provided for correction or testing in paragraph 5.0), agree on necessary amendments, Buyer shall make prompt arrangements for the removal of the nonconforming materials from the disposal facility to another lawful place of storage or disposition.



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- B. Buyer agrees to pay Subcontractor, upon receipt of substantiation thereof, its reasonable expenses and costs incurred, subsequent to rejection or revocation, for handling, loading, stowing, preparing for transport, transporting, storing and caring for any waste products returned to Buyer pursuant to this paragraph. If Buyer has paid for any services, which will not be performed because of rejection or revocation of the waste products, Subcontractor shall refund such payment to Buyer.
- C. If Buyer has not paid for any services performed prior to rejection or revocation, Buyer shall upon receipt of invoice, pay the amount specified for such service in the Subcontract.

### **16.8 SUBCONTRACTOR WARRANTIES**

- A. Subcontractor warrants and represents to the Buyer that:
  - 1. Subcontractor understands the currently known hazards and risks which are presented to human beings, property and the environment in the handling, transportation, storage, treatment, processing and disposal of the waste products as they have been described by the Buyer in the Waste Profile Sheet; and,
  - 2. Subcontractor is engaged in the business of transportation, storage and disposal of industrial and other wastes, and has developed the requisite expertise for the handling, transportation, storage, treatment, processing, and disposal of such; and,
  - 3. Subcontractor will handle, transport, store, treat, process, and dispose of the waste products in a safe and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in whose jurisdictions such activities are performed under this Subcontract; and,
  - 4. Any and all vehicles or vessels, Waste Products containers and personnel to be provided by Subcontractor in the performance of this Subcontract have obtained or will obtain all permits, licenses, certificates or approvals required to comply with valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments; and,
  - 5. The disposal facility (or facilities) has been issued, as of the date of execution of the Subcontract, all permits, licenses, certificates or approvals, required by valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in which such facility is





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located, necessary to allow such facility to accept and store, treat, process and dispose of the waste products. In addition, if required by Federal, state or local law, regulations or ordinance, Subcontractor has filed with the appropriate governmental agency a notification of hazardous waste activity and/or an application to operate a hazardous waste storage, treatment or disposal facility and the storage, treatment or disposal facility has achieved "interim status" as defined by Federal and applicable state law and regulations. Subcontractor shall provide Buyer with reasonable advance notice if any such permit, license, certificate or approval is to expire and not to be renewed during the term of the Subcontract, or become the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if Subcontractor determines not to seek any necessary permit, license, certificate or approval, which becomes required after execution of the Subcontract.

6. If, during the term of this Subcontract, Subcontractor determines not to renew any existing permit, license, certificate or approval or not to seek any necessary permit, license, certificate or approval which becomes required after execution of the Subcontract, Buyer shall retain all the rights and remedies it may have at law or equity.

### **16.9 BUYER WARRANTIES**

A. The Buyer warrants and represents to Subcontractor that:

1. Waste products tendered to Subcontractor will conform to the descriptions and specifications contained in the Waste Profile Sheet; and,
2. Buyer will prepare the waste products for transportation and tender to Subcontractor in accordance with all valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in whose jurisdiction such waste products are to be tendered to Subcontractor, pertaining to: (1) container specifications for any container not supplied by Subcontractor; and, (2) marking and labeling of all containers; and,
3. The Buyer has sole title, or the full right to transfer title, to waste products which will be tendered to Subcontractor.



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### **16.10 TENDER OF DELIVERY**

Buyer shall tender delivery of the waste products to Subcontractor at times and places specified by the Buyer. Buyer shall, at the same time and place, tender to Subcontractor those completed documents, shipping papers or manifests as are required, for lawful transfer of the waste products to Subcontractor, by valid and applicable statutes, ordinances, Subcontracts, rules or regulations of the Federal, state, or local governments.

### **16.11 LOADING AND TRANSPORTATION OF WASTE PRODUCTS**

- A. The Subcontractor is to provide transportation, and/or loading, including but not limited to pumping. Subcontractor shall transport waste products to the disposal facility specified in the Subcontract. Subcontractor shall be responsible for clean up and disposal of any waste product spill during such loading or transportation and shall fully indemnify and hold Buyer harmless therefore.
- B. The Subcontractor is to provide transportation services. Selection of transportation vehicles or vessels, times of travel and routes shall be solely determined by Subcontractor. However, Buyer shall have the right to refuse to load or permit the loading of its waste products if it reasonably finds that the transportation vehicle is unfit or unsafe for transportation of the waste products.

### **16.12 DISPOSAL**

- A. Subcontractor shall dispose of the waste products at the particular facility or facilities, referred to in the Subcontract as "the disposal facility." Subcontractor shall be solely responsible for determining the specific times and techniques for storage, processing, treatment and disposal of the waste products. However, such processing, treatment and disposal shall occur within a reasonable time. Subcontractor shall submit to Buyer a Certificate of Treatment/Destruction for the waste products upon completion of disposal.
- B. If the Subcontractor uses, distributes, or sells any of the waste products or components or residue thereof, Subcontractor agrees to indemnify and save harmless the Buyer, its affiliates, its present and future officers or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes or action, suites and costs and expenses incidental thereto (including, cost of defense, settlement and reasonable attorneys fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse



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effects on the environment, or any violation or alleged violation of statutes, ordinances, Subcontracts, rules or regulations of any governmental entity or agency caused by or arising out of the use, distribution or sale of the waste products.

### **16.13 INSPECTIONS**

- A. The Buyer shall have the right, but not the obligation, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Subcontractor or its lower-tier Subcontractors which are applicable to the performance of this Subcontract; to inspect transportation vehicles or vessels, containers or disposal facilities provided by Subcontractor; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Subcontractor in the performance of this Subcontract. Such inspections or lack of inspections shall not operate to relieve Subcontractor of its responsibility or liability under this Subcontract.
- B. Subcontractor shall have the right, but not the obligation, to inspect, sample, analyze or test any tendered waste products before accepting such products.

### **16.14 NONEXCLUSIVITY**

This Subcontract is not to be construed as granting Subcontractor the exclusive right to transport, hold, treat and/or dispose of Buyer's waste, and Buyer reserves the right to Subcontract with other parties for such services as it deems necessary.

## **17.0 TRANSPORTATION**

Note – clauses that were duplicative in clause tool were deleted below.

### **17.1 GENERAL REQUIREMENTS**

- A. Additional requirements may be applicable to shipments of radioactive materials (RAM), or special nuclear materials (SNM).
- B. Transportation expenditures are subject to Government audit. Compliance with instructions and requirements are essential. If transportation instructions are not adhered to the Subcontractor may be charged back any difference in freight costs. Unless otherwise specified in the body of the Subcontract, all Subcontracts are to be shipped free on board (FOB) origin, freight collect.



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### **17.2 VALUE AND INSURANCE**

- A. It is the policy of the U.S. Department of Energy and Buyer not to pay for insurance against loss, damage or destruction. Where Buyer will bear the cost of transportation, and freight rates are based upon released value, shipments must be released at the maximum value pertaining to the lowest freight rates.
- B. Subcontractors shall not under any circumstances charge back insurance costs to Buyer.

### **17.3 SPECIAL INSTRUCTIONS FOR VARIOUS METHODS OF TRANSPORTATION**

**NOTE:** Where the mode of transportation is not indicated on the face of the Subcontract, the Subcontractor shall not effect shipment without contacting the Buyer. The following is generally the preferred method.

- A. For packages up to 150 lbs each from any place in the Continental U.S.A., ship via United Parcel Service (UPS) surface or FedEx Ground and declare no value. (Do not insure.)
- B. For packages exceeding 150 lbs each, or several packages exceeding a total of 150 lbs but less than 1,000 lbs, ship collect via motor freight. If no specific motor freight routing is shown call the Buyer.
- C. For shipments exceeding 1,000 lbs or any truckload quantity or over dimensional load call the Buyer or Buyer's traffic department at (509) 376-5098 or 376-7492 prior to shipment.
- D. For rail from all points, route to Richland, Washington via Union Pacific (UP); or Burlington Northern (BN) to Pasco for delivery by Washington Central Railroad Company (WCRC). Under no circumstances should carload or less than carload shipments be forwarded via rail without specific prior authorization from the Buyer's traffic department.

### **17.4 PREMIUM TRANSPORTATION RESTRICTION**

- A. Do not ship via premium transportation unless the Subcontract specifically states to do so, or without specific authorization from the Buyer.
- B. The Buyer is the only individual authorized to approve the use of premium transportation. Premium transportation includes the following: airfreight, air express services, airfreight forwarder, exclusive use truck or the use of household goods carriers.



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### **17.5 AIR FREIGHT/AIR EXPRESS SERVICES/EXCLUSIVE USE TRUCK**

#### **A. Air Express Services**

1. For packages up to 150 Lb each, where a Subcontract specifies airfreight or air express ship via Federal Express priority or standard overnight service collect.
2. For packages over 150 Lb each, ship collect.
3. For packages exceeding 250 Lb in actual or dimensional weight, call Buyer's traffic department at (509) 376-5098 or 376-7492 for specific routing instructions prior to shipment. Note: dimensional formula in inches (length x width x height divided by 194).

#### **B. Exclusive use truck or electronic/padded van service. Do not use without Buyer's traffic department approval.**

### **17.6 GENERAL NOTES AND RESTRICTIONS**

- A. UPS size and weight restrictions are 130 in. length and girth combined, and 150 lb total weight per package.
- B. Subcontractors shall follow routing instructions specified in the Subcontract or provided verbally by the Buyer or Buyer's traffic department.
- C. Subcontractor shall ship materials routed via UPS as UPS prepay-and-bill, fob destination, unless otherwise authorized by the Buyer.
- D. All air and surface routings, as specifically authorized by the Buyer, shall be shipped freight-collect. General services administration schedule materials are exempt from this instruction and will be shipped in accordance with applicable schedule terms and conditions. Freight costs resulting from failure to comply with these instructions are the responsibility of the Subcontractor.
- E. Immediately following each premium shipment, Subcontractor shall advise Buyer of the date of shipment, complete routing, and carriers pro number or airbill number.
- F. Any hazardous materials shipped under this Subcontract shall be properly packaged, marked, labeled and certified to the carrier that the shipment is in proper condition for transportation according to the regulations of the Department of Transportation CFR 49 parts 171-178 or the IATA air regulations.



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- G. Notify the Buyer a minimum of 24 hours in advance of the following incoming shipments:
1. Firearms, ammunition, and DOT class 1 explosives
  2. Hazardous or chemical products that requires special handling or transportation precautions or considerations (e.g. toxic or flammable)
  3. Oversized or products that require special handling for unloading or movement such as cranes, pilot cars or specialized handling equipment.

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### **ATTACHMENT 7 - SPECIAL PROVISIONS – SOFTWARE**

**Rev. 0 October 1, 2014**

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### **1.0 GENERAL**

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.

### **2.0 DEFINITIONS**

Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:

- (1) "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives acting in their professional capacities (under DOE Prime Subcontract No. DE-AC06-09RL14728) authorized to enter into this Subcontract with Licensor and to effect modifications and take other action hereunder.
- (2) "Contract" means the Subcontract which is placed by the Buyer for the licensing of certain specified software and which contains or includes these Clauses.
- (3) "Contractor" which may also be referred to herein as Subcontractor and/or Licensor, means the individual or organization entering into this Subcontract with the Buyer.
- (4) "Contracting Officer" means the Government official, or any duly appointed successor or representative, who executed the Prime Contract between DOE and the Buyer.
- (5) "DOE" means the United States Department of Energy.
- (6) "Government" means the United States of America.
- (7) "Software" means the specified software licensed by Licensor to Licensee under the Subcontract.

### **3.0 GRATUITIES**

- A. The right of the Licensor to proceed may be terminated by written notice if, after notice and hearing, the Buyer determines that the Licensor, its agent, or another representative—



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1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee; and
  2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this Contract is terminated under paragraph (A) above, the Buyer is entitled--
1. To pursue the same remedies as in a breach of the Contract; and
  2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Licensor in giving gratuities to the person concerned, as determined by the Buyer. (This subparagraph C. 2. is applicable only if this Contract uses money appropriated to the Department of Defense.)
- D. The rights and remedies of the Buyer provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **4.0 ANTI-KICKBACK**

#### **A. Definitions.**

1. "Kickback," means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to the Buyer or any Government employees, to Licensor or any of its employees, subcontractor, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to Buyer's contract.
2. "Person," means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
3. "Prime contract," means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
4. "Buyer" means a person who has entered into a prime contract with the United States.
5. "Buyer employee," means any officer, partner, employee, or agent of a Buyer.



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6. "Subcontract," means a contract or contractual action entered into by a Buyer or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
  7. "Subcontractor," means (1) any person, other than the Buyer, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contract or a subcontract entered into in connection with such buyer, and (2) includes any person who offers to furnish or furnishes general supplies to the Buyer or a higher tier subcontractor.
  8. "Subcontractor employee," as used in this Clause, means any officer, partner, employee, or agent of a subcontractor.
- B. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
1. Providing or attempting to provide or offering to provide any kickback;
  2. Soliciting, accepting, or attempting to accept any kickback; or
  3. Including, directly or indirectly, the amount of any kickback in the Contract price charged by a Licensor to the Buyer or in any price charged by a subcontractor under this or any contract.
- C. Contractor Responsibilities
1. The Licensor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph B of this Clause in its own operations and direct business relationships.
  2. When the Licensor has reasonable grounds to believe that a violation described in paragraph B of this Clause may have occurred, the Licensor shall promptly report in writing the possible violation. Such reports shall be made to the Buyer, inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  3. The Licensor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph B of this Clause.
  4. The Buyer may (1) offset the amount of the kickback against any monies owed by Buyer under this Contract and/or (2) direct that the Licensor withhold from monies owed the subcontractor the amount of the kickback. The Buyer may order that any monies withheld under subdivision C. 4. (2) Of this Clause be paid directly to the Buyer unless the Buyer has already offset those monies under subdivision C. 4. (1) of this Clause.



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5. The Licensor agrees to incorporate the substance of this Clause, including this subparagraph C. 5. but excepting subparagraph C. 1., in all subcontracts under this Contract which exceed \$150,000.00.

### **5.0 COVENANT AGAINST CONTINGENT FEES**

- A. The Licensor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Buyer shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- B. "Bona fide agency," as used in this Clause, means an established commercial or selling agency, maintained by a Licensor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Buyer contracts nor holds itself out as being able to obtain any Buyer contract or contracts through improper influence.
- C. "Bona fide employee," as used in this Clause, means a person, employed by a Licensor and subject to the Licensor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Buyer contracts nor holds out as being able to obtain any Buyer contract or contracts through improper influence.
- D. "Contingent fee," as used in this Clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Buyer contract.
- E. "Improper influence," as used in this Clause, means any influence that induces or tends to induce a Buyer employee or officer to give consideration or to act regarding a Buyer's contract on any basis other than the merits of the matter.

### **6.0 RESTRICTIONS ON SUBCONTRACTOR SALES**

- A. Except as provided in paragraph B below, the Licensor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government or the Buyer of any item or process (including computer software) made or furnished by the subcontractor under this Contract or under any follow-on production contract.
- B. The prohibition in paragraph A. of this Clause does not preclude the Licensor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph A. applies only to the extent that any agreement restricting sales by subcontractor's results in



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the Buyer being treated differently from any other prospective purchaser for the sale of the commercial item(s).

- C. The Contractor agrees to incorporate the substance of this Clause, including this paragraph C, in all subcontracts under this Contract which exceed \$150,000.00.

### **7.0 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

- A. Licensor shall report to the Buyer, promptly and in reasonable written detail, each notice or claim or patent or copyright infringement, related to performance of this Contract, of which Licensor has knowledge.
- B. In the event of any claim or suit against the Government or the Buyer on account of any alleged patent or copyright infringement arising out of the performance of this Contract, Licensor shall furnish to the Buyer, when requested, all evidence and information in possession of Licensor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Buyer except where Licensor has agreed to indemnify the Buyer and the Government.
- C. Licensor agrees to incorporate this Clause, including this paragraph C, in all subcontracts under this Contract, which are expected to exceed \$150,000.00.

### **8.0 PATENT AND COPYRIGHT INDEMNITY**

The following provisions shall apply if the amount of this Subcontract exceeds \$10,000.00.

- A. Licensor shall indemnify the Buyer and the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application which is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) or copyright arising out of the manufacture or delivery of supplies (including Software), the performance of services or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work" under this Contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.
- B. This indemnity shall not apply unless Licensor shall have been informed as soon as practicable by the Buyer or the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in its defense. Further, this indemnity shall not apply to:



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1. An infringement resulting from compliance with specific written instructions of the Buyer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Contract not normally used by Licensor;
2. An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
3. A claimed infringement that is unreasonably settled without the consent of Licensor unless required by final decree of a court of competent jurisdiction.

### **9.0 EQUAL OPPORTUNITY**

- A. If, during any 12-month period (including the 12 months preceding the award of this Contract), the Licensor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000.00, the Licensor shall comply with subparagraphs B. 1. through 11. of this Clause. Upon request, the Licensor shall provide information necessary to determine the applicability of this Clause.
- B. During performance of this Contract, the Licensor agrees as follows:
  1. The Licensor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this Clause for the Licensor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  2. The Licensor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--
    - a. Employment,
    - b. Upgrading,
    - c. Demotion,
    - d. Transfer,
    - e. Recruitment or recruitment advertising,
    - f. Layoff or termination,



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- g. Rates of pay or other forms of compensation, and
  - h. Selection for training, including apprenticeship.
3. The Licensor shall post in conspicuous places available to employees and applicants for employment the notices that explain this Clause.
  4. The Licensor shall, in all solicitations or advertisements for employees placed by or on behalf of the Licensor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  5. The Licensor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice advising the labor union or workers' representative of the Licensor's commitments under this Clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  6. The Licensor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  7. The Licensor shall furnish all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Licensor shall also file Standard Form 100 (EEO 1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Licensor has filed within the 12 months preceding the date of Contract award, the Licensor shall, within 30 days after Contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission (EEOC) for the necessary forms.
  8. The Licensor shall permit access to its premises, during normal business hours, by the Buyer or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Licensor shall permit the Buyer to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  9. If the OFCCP determines that the Licensor is not in compliance with this Clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Licensor may be declared ineligible for further Government contracts or Buyer contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Licensor as provided in Executive Order 11246, as amended; in



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the rules, regulations; and orders of the Secretary of Labor; or as otherwise provided by law.

10. The Contractor shall include the terms and conditions of subparagraph B. 1. through 11. of this Clause in every subcontract or contract that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
11. The Licensor shall take such action with respect to any subcontract or contract as the Buyer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Licensor becomes involved in, or is threatened with, litigation with a subcontractor as a result of any direction, the Licensor may request through the Buyer that the United States enter into the litigation to protect the interests of the United States.
- C. Notwithstanding any other clause in this Contract, disputes relative to this Clause will be governed by the procedures in 41 CFR 60-1.1.

### 10.0 EQUAL OPPORTUNITY FOR VETERANS

#### A. *Definitions.* As used in this clause—

1. “All employment openings” means all positions except executive and senior management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.
2. “Armed Forces service medal veteran” means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).
3. “Disabled veteran” means—
  - (1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or
  - (2) A person who was discharged or released from active duty because of a service-connected disability.
4. “Executive and senior management” means—





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- (1) Any employee—
    - (i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;
    - (ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
    - (iii) Who customarily and regularly directs the work of two or more other employees; and
    - (iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or
  - (2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
- 5. “Other protected veteran” means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.
  - 6. “Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.
  - 7. “Qualified disabled veteran” means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.
  - 8. “Recently separated veteran” means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval or air service.

### **B. General.**



## **Mission Support Alliance Provision**

1. The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:
  - (i) Recruitment, advertising, and job application procedures.
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - (iii) Rate of pay or any other form of compensation and changes in compensation.
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - (v) Leaves of absence, sick leave, or any other leave.
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - (viii) Activities sponsored by the Contractor including social or recreational programs.
  - (ix) Any other term, condition, or privilege of employment.
2. The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
3. The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000.00 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

C. Listing openings.



## Mission Support Alliance Provision

1. The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.
  2. The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  3. Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- D. *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- E. *Postings.*
1. The Contractor shall post-employment notices in conspicuous places that are available to employees and applicants for employment.
  2. The employment notices shall—
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans,



## Mission Support Alliance Provision

Armed Forces service medal veterans, and other protected veterans; and

- (ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.
  - 3. The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
  - 4. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.
- F. *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include—
- 1. Withholding progress payments;
  - 2. Termination or suspension of the contract; or
  - 3. Debarment of the contractor.
- G. *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000.00 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

### 11.0 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

#### A. General.

- 1. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities



## **Mission Support Alliance Provision**

without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

### **B. Postings.**

1. The Contractor agrees to post employment notices stating—
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
  - (ii) The rights of applicants and employees.
2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the



## **Mission Support Alliance Provision**

contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

3. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is

### **12.0 UNAUTHORIZED OBLIGATIONS**

- A. When any supply or service acquired under this Subcontract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Buyer or the Government to indemnify the Subcontractor or any person or entity for damages, costs, fees, or any other loss or liability
  1. Any such clause is unenforceable against the Buyer or the Government.
  2. Neither the Buyer or the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.*, "click-wrap" or "browse-wrap" agreements), execution does not bind the Buyer or the Government or any Government authorized end user to such clause.
  3. Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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Request for Proposal (RFP)  
MSA Content and Records Management  
Support Services

RFP Number: MSA-ALJCR0120

Revision: 1

Dated: March 5, 2015

|  |                             |
|--|-----------------------------|
| <b>OFFICIAL USE ONLY</b>   |                             |
| May be exempt from public release under the Freedom of Information Act 15 U.S.C. 552; exemption number and category: <u>4 - Commercial/Proprietary</u> |                             |
| Department of Energy review required before public release   |                             |
| Name/Org: <u>B.C. Mohr</u>   | Date: <u>April 22, 2015</u> |
| Guidance/Approver: <u>N/A</u>  |                             |

|   |                       |
|---|-----------------------|
| <b>DOES NOT CONTAIN<br/>OFFICIAL USE ONLY INFORMATION</b> |                       |
| Name/Org: <u>RLSSEA Officer</u>                           | Date: <u>4/1/2016</u> |

~~Official Use Only~~



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Mission Support Alliance  
Post Office Box 650  
Richland, Washington 99352



January 21, 2015 March 5, 2015

MSA-ALJCR0120

SUBJECT: DEPARTMENT OF ENERGY PRIME CONTRACT NO. DE-AC06-09RL14728, REQUEST FOR PROPOSAL (RFP), MSA CONTENT AND RECORDS MANAGEMENT SERVICES, RFP NUMBER: ALJCR0120

Dear Offeror:

Mission Support Alliance, LLC. (MSA) invites you to submit a proposal to support MSA Content and Records Management Support Services.

Proposal submittals must be in accordance with the Proposal Documents listed below, which are attached for your use:

1. Notification of Intent to Bid
2. Instructions to Offerors, Rev. 0 1, dated 01/21/2015 03/05/2015
3. Sample Subcontract, Rev. 0 1, dated 01/21/2015 03/05/2015

Any prospective Offeror desiring an explanation or interpretation of the Request for Proposal, drawings, specifications, etc., must submit questions in writing to the assigned Contract Specialist no later than **4:00 PM PST on February 19, 2015**. Responses will be provided to all Offerors. Responses, clarifications or information received from any party not identified in this cover letter should not be considered official and will not be binding on MSA. The Contract Specialist or the Alternate Contract Specialist are the only authorized representatives for this Solicitation. Any requests for information, clarifications, questions, or other communication concerning this Solicitation or the work as described herein, made to anyone other than the Contract Specialist or Alternate Contract Specialist may constitute rejection of your proposal.

MSA has determined that North American Industry Classification System (NAICS) Code **541611** applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is **\$15 Million**. 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 Request for Proposal.

MSA intends on awarding a Subcontract as a result of this Solicitation to the responsible Offeror whose proposal, conforming to the Solicitation, will be most advantageous to MSA and the Government, taking into consideration cost or price and other factors identified elsewhere in this Request for Proposal. This includes Small Business Set Aside and Pricing Preference as further described in Section 16 of Instructions to Offerors.

Official Use Only

MSA contemplates the award of a multiple line item Subcontract that may include Cost Reimbursable, Fixed Price, Fixed Unit Rate and Time and Material components, all in accordance with the requirements and conditions set forth or incorporated by reference in this RFP.

This RFP is issued by:

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

Contract Specialist:  
Amy Justice  
H7-08  
(509) 376-9129  
[Amy\\_L\\_Justice@rl.gov](mailto:Amy_L_Justice@rl.gov)

Alternate Contract Specialist:  
Brian Mair  
H7-08  
(509) 376-4692  
[Brian\\_C\\_Mair@rl.gov](mailto:Brian_C_Mair@rl.gov)

Offeror's proposal is to be submitted to the above address and in accordance with the Instructions to Offerors no later than **4:00 PM PST on March 18, 2015**. Partial or incomplete proposals may not be considered. Proposals received later than the date and time listed above or not in compliance with the Instructions to Offerors may be rejected.

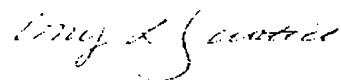
The anticipated start date of Transition is **August 1, 2015**.

The anticipated ~~award~~ subcontract start date is **October 1, 2015**.

Please advise MSA of your planned response to this RFP and designate your representative(s) to whom correspondence and amendments are to be sent by completing and returning the attached "Notification of Intent to Bid" by **4:00 PM PST on January 26, 2015**. If you choose not to bid, please return all documents to the undersigned.

If you have questions or need additional information concerning this invitation, please contact the undersigned by telephone at (509) 376-9129 or by e-mail at [Amy\\_L\\_Justice@rl.gov](mailto:Amy_L_Justice@rl.gov).

Sincerely,



Amy Justice  
Contract Specialist

Attachment

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Instructions to OFFERORS  
Revision 0\_1  
Dated ~~January 21, 2015~~  
March 5, 2015



**MISSION SUPPORT ALLIANCE, LLC.**

**INSTRUCTION TO OFFERORS**

**RFP Number ALJCR0120**

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## INSTRUCTIONS TO OFFERORS

### 1. DEFINITIONS

The term "Subcontract Documents" denotes all proposal documents, including the Request for Proposal (RFP) Letter. "OWNER" is defined as the United States Department of Energy and "CONTRACTOR" is defined as Mission Support Alliance also "MSA" and "OFFEROR" is defined as the organization submitting the proposal.

### 2. PREPARATION AND SUBMISSION OF PROPOSALS

OFFEROR shall provide a straightforward and concise presentation of the information requested in the RFP. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations which are neither required nor desired by the CONTRACTOR.

Unless specified otherwise in the RFP, the following documents make up a **complete** proposal package (further descriptions of documents are listed in subsequent paragraphs):

1. A completed RFP.
2. A completed "Subcontracting Plan" if applicable
3. A completed "Acquired Property and Material Estimate," if applicable
4. A completed "Foreign Ownership, Control, or Influence Certification"
5. A completed "Organization Conflicts of Interest Representation and Disclosure form"
6. A list of technical and administrative exceptions, where applicable.
7. Identification of Proprietary Data, if applicable.
8. Technical Proposals shall address all elements from the Statement of Work and the price proposal shall include all technical and price elements.

All exceptions to and deviations from the RFP documents shall be noted only on forms titled "EXCEPTIONS AND DEVIATIONS". The OFFEROR shall insert the necessary information in all blanks on the RFP, and any interlineations, alterations, or erasures shall be formally explained, initialed and dated by the OFFEROR. Failure to comply with these requirements may be cause for rejection of the proposal.

Partial or incomplete Proposals will not be considered. Proposals shall be in strict conformity with the Subcontract Documents and any Amendments.

It is the responsibility solely of the OFFEROR to see that its proposal is submitted by the date and time stated in the cover letter. Any proposal received after the stated due date will be rejected.

Each proposal shall show the full legal name and business address of the OFFEROR, including its street address if it differs from its mailing address, and shall be signed with the usual signature of the person or persons authorized to bind the OFFEROR, and shall be dated. Proposals by a partnership or joint venture shall be signed by an authorized representative of each joint venture partner and list the full names and addresses of all partners or joint ventures. Partnerships and joint ventures are subject to CONTRACTOR approval. The place of incorporation of OFFEROR shall be stated in the proposal. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested, satisfactory evidence of the authority of any signature on behalf of the OFFEROR shall be furnished.

The preparation of a proposal shall be by and at the expense of the OFFEROR.



### **3. EXAMINATION OF SUBCONTRACT DOCUMENTS AND EXPLANATION TO OFFERORS**

Any OFFEROR planning to submit a proposal is responsible for examining with appropriate care the complete Subcontract Documents and all Amendments and is also responsible for staying informed of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the OFFEROR, and no relief can be given for errors or omissions by the OFFEROR. Should the OFFEROR find discrepancies in or omissions from the Subcontract Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the proposal documents, the OFFEROR shall promptly notify CONTRACTOR in writing. The OFFEROR making such request will be solely responsible for its timely receipt by CONTRACTOR. Replies to such notices may be made in the form of Amendment to the proposal documents which will be issued simultaneously to all OFFERORS who have obtained the Subcontract Documents from CONTRACTOR.

Any prospective OFFEROR desiring an explanation or interpretation of the RFP, drawings, specifications, etc., must submit questions in writing to CONTRACTOR no later than the date specified in the cover letter. No oral inquiries will be accepted and no verbal responses will be considered official. Questions may be submitted via e-mail to the Contract Specialist identified in the cover letter. Oral explanations or instructions given before the award of the Subcontract will not be binding on CONTRACTOR. Any information given to a prospective OFFEROR concerning this RFP will be furnished promptly to all other prospective OFFERORS as an Amendment to the RFP, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective OFFERORS.

### **4. EXAMINATION OF SPECIFICATIONS NOT ATTACHED TO THIS RFP**

Specifications, standards, regulations, orders, etc., cited by reference in this RFP may not be available for distribution. CONTRACTOR will make every attempt to have these available at the pre-proposal conference, if such conference is held for review by prospective OFFEROR'S. Following the pre-proposal conference, if used, OFFEROR'S may examine these documents at CONTRACTOR'S office by submission of a written request to the Contract Specialist identified in the cover letter.

The request should identify the RFP number and the specification, etc., requested by date, title, and number, as cited in the RFP.

Standards that are not available to OFFERORS from CONTRACTOR sources may be obtained from the organization responsible for their preparation, maintenance, or publication.

### **5. SITE LOCATION, INSPECTION AND CONDITIONS**

The Work shall be performed at the Hanford Reservation, located approximately twenty road-miles northwest of Richland, Washington or in offices located in Richland, Washington as well as other locations associated with the Hanford Reservation in and around Richland, WA.

In addition to examination of the Subcontract Documents, each prospective OFFEROR shall make whatever other arrangements necessary to become fully informed regarding all existing and expected conditions, site security, health and safety, permit training requirements, and any matters that might in any way affect the cost or the performance of the Work. A one (1) day site visit is scheduled for this purpose (see "Pre-Proposal Conference" provision below). Any failure to fully investigate the Site or the foregoing conditions shall not relieve the OFFEROR from responsibility for estimating properly the difficulty or cost of successfully performing any work.

### **6. PRE-PROPOSAL CONFERENCE**

A Bidder's conference will be held at 7:15 AM PST on February 4, 2015 in Richland WA at Volpentest Hammer Training Facility located at 2890 Horn Rapids Road, Richland, WA 99354. A tour of the Records Holding Area facility will take place in the morning with a question and answer (Q&A) session to be held in the afternoon. Questions should be submitted for the Q&A session by 4:00 PM PST on January 26<sup>th</sup>. Bidders shall submit the full name of each individual who will attend the site tour.

A maximum of three (3) individuals from each Bidder will be allowed to attend the Bidder's conference and tour. The tour will be by bus. All individuals will be in the same vehicle and no RFP questions will be answered during the tour. A Tour Guide and members of the RFP team will be on the tour to point out areas of importance. Foreign Nationals will not be

allowed access to either the tour or the Q&A session. Individuals attending the site tour will be issued site visitor badges and will be required to present two forms of government issued photo identification to badging.

All questions and answers will be logged and written responses provided to all bidders by the MSA Contract Specialist as soon as possible after the Pre-Proposal Conference.

#### **7. LATE PROPOSALS, MODIFICATIONS, OR WITHDRAWAL OF PROPOSALS**

- A. Any proposal received after the date specified for receipt will not be considered unless it is the only proposal received. In the event only one proposal is received, the CONTRACTOR will make a determination as to whether a re-procurement is in the best interest of the GOVERNMENT or if the single proposal will be accepted for evaluation.
- B. Any modification of a proposal, except a modification resulting from CONTRACTOR'S request for "best and final" offer, received after the date specified in the request but before award is subject to review and may not be considered.
- C. A modification resulting from CONTRACTOR'S request for "best and final" offer received after the date specified in the request will not be considered.
- D. Proposals may be withdrawn by written notice provided the request is received at any time prior to award. Proposals may be withdrawn in person by an OFFEROR or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before the proposal due date and time.

#### **8. INSURANCE CERTIFICATES**

The successful OFFEROR shall deliver to CONTRACTOR prior to commencing work, satisfactory evidence of insurance coverage as required by the Terms and Conditions associated within this RFP.

#### **9. FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CERTIFICATION**

This Subcontract will require (1) access to classified matter and/or; (2) access to where Special Nuclear Material is stored and/or; (3) responsibilities for safeguarding \$5M+ of government property; and/or (4) unescorted access to a limited/protected area, therefore a FOCI determination will be required in order to grant a security clearance for this subcontract.

The OFFEROR shall complete the attached FOCI Certification form. The completed FOCI certification shall be returned as part of the proposal and shall become part of the Subcontract.

A favorable FOCI Determination must be rendered on prospective Subcontractors and, if applicable, its parent company, prior to the Contractor granting a facility clearance and awarding a Subcontract requiring access authorizations. While the Contractor may conduct a preliminary review of the FOCI submissions from firms in the competitive range in the procurement process, a FOCI Determination is only rendered for the successful OFFEROR.

The Subcontract award may be delayed until a satisfactory FOCI determination is received from the Department of Energy. The successful OFFEROR is then granted a facility clearance. The Subcontractor must resubmit a FOCI package once every five years or submit changes sooner if significant changes in ownership, control, or influence occur.

#### **10. PENALTY OF MAKING FALSE STATEMENT**

The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

#### **11. AMENDMENT TO RFP**

If this RFP is amended, it will be done so in writing issued specifically by the Contract Specialist identified in the cover letter. All terms and conditions which are not modified in writing remain unchanged.

OFFEROR'S shall acknowledge receipt of any Amendment to this RFP by responding to the e-mail from CONTRACTOR. The OFFEROR must also acknowledge receipt of all Amendments on the "Proposal Response" form.

## **12. UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids beyond those that are sufficient to present a complete and effective proposal or is not included in or intended to be used by the OFFEROR in the execution of award of this RFP are neither required nor desired by the CONTRACTOR and may be construed as an indication of the OFFEROR'S lack of cost consciousness.

## **13. DISCLOSURE OF PROPOSAL DATA**

OFFERORS who include in their proposals data which they do not want disclosed to the public for any purpose or used by CONTRACTOR except for evaluation purposes shall -

A. Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside CONTRACTOR'S organization and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheet)", and

B. Mark each sheet of data they wish to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

If, however, a Subcontract is awarded to this OFFEROR as a result of - or in connection with - the submission of this data, CONTRACTOR shall have the right to duplicate, use or disclose the data to the extent provided in the resulting Subcontract. This restriction does not limit CONTRACTOR'S rights to use information obtained in this data if it is obtained from another source without restriction.

## **14. NOTICE TO UNSUCCESSFUL OFFERORS**

For subcontracts exceeding \$150,000.00, CONTRACTOR will provide prompt, written notice to OFFERORS who are not selected for award. This notice will not disclose pricing information. In those instances where award is based on factors other than price, OFFERORS may submit a written request for individual debriefings. These requests must be received by CONTRACTOR within five (5) working days of the date of CONTRACTOR'S notice regarding non-selection.

## **15. OFFEROR'S DISPOSITION OF DOCUMENTS**

All paper or electronic copies of RFP documents are the property of CONTRACTOR and shall be destroyed or deleted by the unsuccessful OFFEROR.

## **16. SMALL BUSINESS SET ASIDE AND PRICING PREFERENCE**

Proposals made under this RFP 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:
  - 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.

HUBZone Small Business Evaluation Preference: Offers will be evaluated by adding a factor of 10 percent to the price of all offers, with exception of:

- Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- Otherwise successful offers from small business concerns.

A factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the RFP shall be applied before application of the factor.

When the two highest rated OFFEROR'S are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

## **17. BASIS OF AWARD**

CONTRACTOR intends to award a Subcontract resulting from this RFP to the responsive and responsible OFFEROR whose proposal, conforming to the RFP, will be most advantageous to CONTRACTOR, considering cost or price, required set asides, and other factors identified elsewhere in this RFP.

- A. CONTRACTOR contemplates award of a Subcontract of a type identified in the request and in accordance with the requirements and conditions set forth or incorporated herein.
- B. Proposals for other than the total Work defined herein will be considered non-responsive and will be rejected. Award will not be made to any OFFEROR who has not been responsive to all instructions, certifications, and representations indicated in this RFP, or cannot satisfactorily demonstrate within its proposal the ability to perform all Subcontract requirements.
- C. CONTRACTOR may (i) reject any or all proposals if such action is in the best interest of CONTRACTOR or GOVERNMENT, (ii) accept other than the lowest price proposal, and (iii) waive informalities and minor irregularities in proposals received.
- D. CONTRACTOR intends to evaluate proposals and award a Subcontract without discussions with OFFERORS. Therefore, each initial proposal should contain the OFFEROR'S best terms from a cost or price and technical standpoint. However, CONTRACTOR reserves the right to conduct discussions if later determined by CONTRACTOR'S authorized representative to be necessary.
- E. The OFFEROR agrees, if its Proposal is accepted within one hundred eighty (180) calendar days from the proposal due date, to furnish any or all items at its proposed price or price as agreed between the parties through final negotiation, hereby "Set Price" at the designated point(s) within the time specified in the schedule.

- F. The failure of any OFFEROR, to whom the Subcontract is offered, to properly execute and return to CONTRACTOR the Subcontract, together with the Certificates of Insurance, within the time specified in the Subcontract Documents, will cause CONTRACTOR and/or GOVERNMENT to suffer damage, the amount of which is difficult, if not impossible to ascertain, and CONTRACTOR or GOVERNMENT shall therefore be entitled to remedies at law and to declare a breach of Subcontract by such OFFEROR, to award the Subcontract to another OFFEROR in accordance with the provisions of the Subcontract Documents, and to declare a forfeiture of the OFFEROR'S proposal security, if any.
- G. Neither financial data submitted with a proposal, nor representations concerning facilities or financing, will form a part of the resulting Subcontract. However, if the resulting Subcontract contains a clause providing for price reduction for defective cost or pricing data, the Subcontract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- H. CONTRACTOR may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to CONTRACTOR, even though it may be the lowest evaluated proposal.
- I. Award of the resultant Subcontract may be contingent on submission and approval of a "Small Business, Subcontracting Plan" in accordance with General Provisions. If one is required, no award shall be made prior to CONTRACTOR approval of SUBCONTRACTOR'S Subcontracting Plan.
- J. Award shall not be made to any OFFEROR who does not meet all minimum commercial and technical requirements of the RFP or cannot satisfactorily demonstrate within its proposal the ability to perform all Subcontract requirements.
- K. CONTRACTOR may accept any item or combination of items, or split award unless doing so is precluded by a restrictive limitation in the RFP or the proposal.
- L. A written award or acceptance of proposal mailed, e-mailed or otherwise furnished to the successful OFFEROR within the time for acceptance specified in the proposal (one hundred eighty (180) calendar days unless otherwise specified in the RFP) shall result in a binding Subcontract without further action by either party. Before the proposal's specified expiration time, CONTRACTOR may accept a proposal (or part of a proposal, as provided in paragraph E above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of a proposal do not constitute a rejection or counteroffer by CONTRACTOR.
- M. Pricing: Other requirements, as specified in Exhibit A "Quantities and Pricing Data".
- N. Technical:
- 1) OFFEROR must have performed similar type work, be able to demonstrate and provide verification and/or documentation substantiating this experience by listing the projects for each year. Business references will be checked and verified for OFFEROR's past performance.
  - 2) Experience listed may be from combined experience of prime contractor, joint venture, companies, and lower tier subcontractors.
  - 3) OFFEROR shall submit resumes for all individuals proposed as key personnel showing all aspects of their professional and educational history with references. The Proposal shall tie the key personnel experience to the requirements set forth in the RFP. The CONTRACTOR reserves the right to interview any and all of the key personnel proposed by the OFFEROR prior to award. The interview will be considered as part of the technical evaluation of the OFFEROR.
  - 4) Other requirements, as specified in provision "Technical Proposal".

## **18. VENDOR REGISTRATION**

Once OFFEROR has been selected for award the OFFEROR shall register on the Hanford Vendor Registration website at <https://www5.hanford.gov/vendreg/>.

## **19. PRE-AWARD SURVEY**

If a proposal submitted in response to this RFP is favorably considered, a CONTRACTOR survey team may visit your facility to determine your ability to perform the work. The team may also evaluate your system for determining the financial and technical ability of any proposed lower-tier subcontractors or suppliers. Any equipment to be used in performance of the proposed Subcontract is also subject to inspection and approval.

## **20. SUBMISSION OF PROPOSALS**

Proposals shall be submitted as indicated in the proposal invitation letter and in the format prescribed by this RFP. Proposal documents, which require OFFEROR signatures, should be signed and saved in PDF, or similar, format to be returned to CONTRACTOR.

- A. Specific documentation requested by CONTRACTOR must be submitted within the time specified unless otherwise specified by CONTRACTOR at no expense to CONTRACTOR.
- B. Receipt of proposals: proposals must be received by the time identified in the cover letter. Proposals must be submitted in accordance with the proposal instructions. Partial or incomplete proposals will not be considered. Proposals not submitted in accordance with these instructions or received later than the date listed in the cover letter will be rejected as noted in 7.A. Proposals submitted will not be returned to the OFFEROR.
- C. Compliance with specifications and other requirements of this RFP is essential. Unless otherwise indicated by OFFEROR, his/her signature on his/her proposal shall indicate unqualified acceptance of all requirements including all the terms and conditions of the Subcontract, stated and referenced by this RFP. If there are any doubts to any sections as stated herein, OFFERORS should request clarification from CONTRACTOR in writing.
- D. If there are any exceptions to the requirements of the RFP, the price offered should be based on the RFP's requirements and the exception(s) priced as alternates. Compliance with the terms of this RFP is required before any alternate proposals will be considered. If OFFEROR'S proposal is based only on the proposed exceptions, the OFFEROR understands that this will be grounds for a determination by the CONTRACTOR that such proposal is considered non-responsive.

## **21. PROPOSAL**

OFFERORS shall submit their proposals in two volumes; Volume I shall be the **PRICING VOLUME**. Volume ~~211~~ shall be the **TECHNICAL VOLUME**. OFFEROR'S must use the "Proposal Forms" included as attachments to Exhibit "A", Quantities and Pricing" for submitting its proposal. The contents of each volume are identified in the following paragraphs. Failure to disclose and/or provide the required information may result in the OFFEROR'S proposal being determined non-responsive.

- A. Maximum Page Limitations - The Transmittal Letter shall be limited to one (1) page and is not considered as part of Volumes I or II. There is no page limitation for the Price Proposal (Volume I). The Technical and Management Proposal (Volume II) shall not exceed twenty-five (25) pages overall. An Executive Summary or Overview of Volume II may be provided in Volume II and shall be included in the twenty-five (25) page limitation. All font shall be Times New Roman and are limited to (i) headings shall be no more than size 14 font; (ii) the document body shall be size 12 font; and (iii) all tables shall be no less than size 8 font. The following are excluded from the overall page count limitation:
  - 1) Listing of Key Personnel, the Resume information (~~three (3) - five (5)~~ page limitation ~~except for the top subcontractor official, Program Manager, and Project Manager which is limited to five (5) pages~~) and letters of commitment;
  - 2) Past Performance Forms;
  - 3) Transition Plan
  - 4) Proposal Cover Sheet
  - 5) Table of Contents

**B. Page Formatting and Restrictions.** The following page formatting and restrictions shall apply:

- 1) Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom, and each side.
- 2) Foldouts of charts, tables, diagrams, or drawings shall not exceed 11 x 17 inches, if used, and will count as two pages.

Page counting will begin with the first page and continue up to the page limitation. Paper printed on both sides is counted as two pages. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference (including any information in Volume I or II) as a means to circumvent the page limitations.

**Volume I - Pricing Proposal** - See Exhibit "A" titled Quantities and Pricing. The Pricing Volume is not page limited. Assemble Volume I in the following order:

**Form No.    Title**

**N/A:**        **Proposal Cover Sheet - Volume I - Pricing** - Identify the RFP number, proposal volume number, title, and the OFFEROR'S name.

**Form 6:**     **Proposal Response** - Identify the RFP number, Amendment Number, OFFEROR'S name, address, telephone number, fax number, and date.

**Exhibit A:** **Schedule of Quantities and Prices** - Complete and submit the information as requested on the provided pricing sheets.

**N/A:**        **Representations and Certifications and Other Statements of OFFERORS** - The CONTRACTOR relies on the OFFERORS current Representations and Certifications within the System for Award Management (SAM) which can be found at [www.sam.gov](http://www.sam.gov). By submitting a proposal to CONTRACTOR in response to this RFP, the OFFEROR is certifying that the representation and certification information within SAM is still current. The successful OFFEROR shall update SAM on an annual basis.

**Form 1:**     **Organizational Conflicts of Interest Representation or Disclosure** - OFFEROR is to fill out and sign the Representation or the Disclosure section, which ever applies, but not both. In addition, OFFEROR shall provide Conflict of Interest Disclosure and Representation form for those of its subcontractor's performing work. If OFFEROR anticipates joint venturing with any other entity, this entity must also submit Organizational Conflict of Interest Representation or Disclosures. Failure to disclose this information may result in OFFEROR'S proposal no longer being considered for award.

**Form 2:**     **Financial Data** - An OFFEROR may be required to submit current financial statements (Income Statements, Balance Sheets, and Cash Flow) or consent to DCAA Audit review to determine adequate financial resources. CPA certification is preferred. In addition, if OFFEROR anticipates joint venturing with any other entity, this entity may also be required to submit financial statements. Failure to disclose this information may result in OFFEROR'S proposal no longer considered for award. OFFEROR and joint venture entity, if any, shall also submit Place of Business and financial statements (attachments are to be inserted behind this form).

**Form 3:**     Foreign Ownership, Control, or Influence (FOCI) Certification - OFFEROR is required to complete and submit the Foreign Ownership, Control, or Influence (FOCI) Certification. In addition, if any of OFFEROR'S subcontractors are determined to be a "Significant Subcontracting Partner" OFFEROR'S subcontractor shall be required to submit its FOCI certification. Failure to disclose this information may result in OFFEROR'S proposal no longer considered for award.

**Form 4:**     **Exceptions and Deviations - Terms and Conditions** - Any exceptions and deviations to commercial terms of the RFP shall be identified on Form 4. OFFEROR shall then propose the alternate language.

**Volume II - Technical** - The Technical Volume is page limited. Evaluation will cease at the page limit. Assemble Volume II in the following order:

**Form No.    Title**

**N/A:**      **Proposal Cover Sheet - Volume II - Technical** - Identify the RFP number, proposal volume number, title, and the OFFEROR'S name.

**N/A:**      **Technical and Management Response – Limited to the maximum page and font size limitations as stated in Section 20.A 21.A – Shall be in the following format.**

### **Executive Summary**

#### **Section 1: Technical Capability**

The OFFEROR shall describe its understanding of the Statement of Work (SOW) and capability to meet the RFP functional and technical requirements and objectives. This includes the OFFEROR'S ability to understand and manage large, diverse content and records management functions to performance requirements, and the OFFEROR'S proven capability to transition Government owned record management systems and storage systems to a largely commercial enterprise. The OFFEROR should demonstrate their program/project management competency for large, diverse records management operations.

#### **Section 2: Technical and Management/Business Approach**

The OFFEROR will describe their technical and management approach for meeting the RFP requirements. The OFFEROR'S approach and methods shall include:

- The OFFEROR'S technical approach for fulfilling the RFP technical requirements including their Transition Plan;
- The OFFEROR'S approach for successfully transitioning incumbent staff to a new organization;
- The OFFEROR'S proposed organizational structure for efficiency of operations and Statement of Work management;
- Feasibility of the OFFEROR'S proposed business management approach for meeting service requests, process improvement and cost reductions;
- The extent to which the approach optimizes commercial practices through service delivery, performance, and responsiveness;
- The process for effectively archiving records and moving physical records to electronic records;
- The OFFEROR'S approach for management of personally identifiable information without compromise of confidentiality;
- The OFFEROR'S methods for effectively and efficiently managing commercially oriented Usage Based Services, Task Orders, and staffing;
- The OFFEROR'S approach for executing work in accordance with a single integrated safety and quality assurance management system including demonstrated understanding of applicable DOE ESQ&H laws, regulations, and directives;
- The OFFEROR will explain the corporate office commitment to this contract and to MSA.

#### **Section 3: Key Personnel**

The OFFEROR shall propose Key Personnel who possess a combination of relevant records management and project management experience essential to the successful accomplishment of the work being performed under the Subcontract. The OFFEROR shall provide written resumes for each of the Key Personnel by position. The proposed Key Personnel resumes shall address: education and records management experience, project management and Task Order management experience, demonstrated performance towards the RFP objectives, suitability to the proposed position, and technical and leadership capability.



By submission of each resume, the Key Person and OFFEROR authorize MSA to contact any references and previous employers to verify accuracy of information provided in the resume. The OFFEROR shall submit a signed and dated Letter of Commitment for each proposed key person which indicates their intention to accept employment at an agreed-upon salary and benefits package, to relocate as necessary, and remain in their proposed position for at least two years. It is preferred that proposed Key Personnel be United States citizens.

#### **Section 4: Similar Experience and Past Performance**

The OFFEROR'S past performance information within the last five (5) years will be extracted from the OFFEROR'S completed and attached Past Performance Information Form. OFFEROR'S similar experience will be evaluated by focusing on its relevant work in association with work as described in the SOW. "OFFEROR" includes, in the case of a "Contractor team arrangement" (as defined in FAR 9.601) the members of the OFFEROR'S team, and the parent organization(s) that has/have signed the Team Agreement(s).

The OFFEROR Past Performance will describe and include the following:

The OFFEROR'S experience on contracts similar in type, scope, complexity, duration, and risk will be evaluated. Experience should include demonstrated ability to meet customer commitments in a highly dynamic and demanding work environment.

The OFFEROR'S performance under existing and prior contracts regarding the quality of performance delivery in a timely manner for work consistent to the size, scope and complexity of the SOW. Descriptions will include schedule performance, budget performance, and customer satisfaction.

The OFFEROR'S ability to transition work scope similar in size and complexity, and meet customer commitments in a highly dynamic and demanding work environment.

The OFFEROR will provide MSA with customer contact information. Information regarding past and present performance may also be obtained by MSA from independent data.

#### **Section 5: IM/IT Innovation**

The OFFEROR will describe their ability to identify, offer and implement innovative solutions for improving records management operations at Hanford.

**Form 4: Exceptions and Deviations - Technical** - Any exceptions and deviations to technical requirements of the RFP shall be identified.

## **22. OPERATING LEVEL AGREEMENT**

- A. The resultant agreement will involve multiple Subcontractors coming together with specific responsibilities and scope requirements to perform as an integrated supplier of Content and Records Management Support services to Mission Support Alliance (MSA), the Department of Energy and other Prime Contractors performing work at the Hanford Reservation.
- B. Within the time period set forth in the Transition Period, the [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] (hereinafter referred to as Service Providers) for MSA shall enter into good faith negotiations to definitize into an Operating Level Agreement (the "Operating Level Agreement") to document the interrelationships and interfaces associated with interrelated work. The purpose, structure, proposed guidelines and enforcement methodology for the Operating Level Agreement are briefly described below. The Parties acknowledge the final Operating Level Agreement will be signed by all parties and incorporated into each of the definitized agreements and may be subject to amendment during the Term to add, remove or substitute terms or other Service Providers as parties thereto in the event such additional or substitute Service Providers assume responsibility for the performance of services or functions that impact or are impacted by the Designated Services.
  - 1) Purpose: To describe and acknowledge the interfaces and interdependencies between the scopes of work and the points of demarcation with respect to the contractual obligations and codependent service performance objectives.

- 2) Structure: the resultant agreement will be between multiple parties associated with the Hanford IT work at the Hanford Reservation.
- 3) Proposed Guidelines: MSA will support the discussions and negotiations between the parties of the Operating Level Agreement and will act as the final arbitrator between the parties in the event of a dispute. The resultant Operating Level Agreement will not be the subject of any dispute with respect to additional costs, schedule or modified terms of any contract.
- 4) Enforcement: The resultant agreement will be enforceable as a term of the resultant subcontract and subject to review as a term of any award fee evaluation.

### **23. TRANSITION PLAN**

#### **Objective**

The OFFEROR shall provide a Transition Project Plan (TPP), as part of their base proposal for MSA review and evaluation. When executed the TPP shall result in the efficient transition of work scope and resources from the existing Mission Support Alliance (MSA) incumbent Content and Records Management services subcontract to the OFFEROR and do so within ~~sixty~~ ~~(60)~~ forty-five (45) days from transition start date, with minimum disruption to systems, services and to the DOE mission.

#### **Business Expectations**

The OFFEROR'S Transition Project Plan, as a severable component of their technical proposal, shall be suitable to serve as the scope of work for a separate Firm Fixed Price purchase order. The OFFEROR shall identify a Transition Manager who has full authority to manage transition.

The expectations is for the OFFEROR to secure local and suitable office space for their Transition Team and to lead and take full responsibility for the efficient and complete transition of responsibilities from the incumbent Content and Records Management services subcontractor to the OFFEROR. At a minimum, the OFFEROR shall schedule weekly transition status progress meetings through the Contract Specialist.

The Subcontractor's TPP efforts shall ensure all systems, services, workforce, resources and procedures are securely in place for the OFFEROR to begin base contract operations at the end of the transition period. This includes, but is not limited to the following expected outcomes:

- 1) The facilities necessary to support the OFFEROR'S staff are acquired and ready for operations;
- 2) Resources, facilities, and assets required to execute all work identified in the SOW are acquired and ready;
- 3) SOW scope elements are understood and staffing requirements and responsibilities have been assigned;
- 4) Ensure a comprehensive due diligence evaluation of all systems, services, facilities, assets, resources, policies, and procedures has been completed and potential risks are identified, understood, and mitigated where possible;
- 5) Business processes and performance metrics are established, understood, and ready;
- 6) A successful Readiness Review has been completed and formally presented to CONTRACTOR;
- 7) The OFFEROR is performing 100% of the work within forty-five (45) days after transition start date with minimal impact to site customers and to the DOE mission.

CONTRACTOR expects the OFFEROR'S Transition Manager and Key Personnel to be in Richland, Washington and prepared to begin to execute their TPP within five (5) days after the start of transition. The OFFEROR'S transition team will coordinate all transition activities and cooperate with CONTRACTOR, other CONTRACTOR Subcontractors and the other Hanford Site Prime Contractors during transition. The Transition Manager and Key Personnel are expected to be on-site during the entire transition period. At CONTRACTOR'S sole discretion, the Contract Specialist may direct a change in the transition period.

The OFFEROR is responsible for all costs and furnishings of their office space, computing and telephone equipment, including a Virtual Private Network (VPN) connection to the Hanford Network with sufficient bandwidth required to execute

the SOW. The VPN connection will be used by the OFFEROR to access systems for; processing service requests; accessing systems; to provide end user training; and to resolve service issues. For this purpose, CONTRACTOR will provide a reasonable amount of Hanford Site hosted virtual desktops (via a VMWare client or zero client devices) and traditional Government Furnished Equipment (GFE) imaged workstations to the OFFEROR at no cost. A list of GFE equipment required by the OFFEROR will be delivered to CONTRACTOR within thirty (30) days of contract award (See Deliverables, this document).

### **Scope**

The OFFEROR shall submit a TPP for CONTRACTOR review and evaluation that identifies their approach and all the necessary transition activities, involved organizations, and an integrated transition schedule that identifies the activities of OFFEROR, the incumbent and, as appropriate, CONTRACTOR. The TPP shall identify how the OFFEROR will transition all work scope, secure the necessary workforce, acquire the facilities, and establish the business processes required to execute the SOW, including the Operating Level Agreement (OLA) identified in Section II.3, Operating Level Agreement. The TPP shall be sufficient to convince CONTRACTOR that all the responsibilities associated with the Statement of Work are addressed, understood, and will be ready for successful execution. The TPP shall include the following elements, at a minimum:

- Identify their Transition Manager, any Key Personnel and Transition Team Members, and their qualifications;
- Transition activities are identified using a Work Breakdown Structure format, clearly identifying dependencies and schedule;
- Transition team organization structure including a responsibility assignment matrix that aligns with the WBS list of activities;
- Sequenced schedule of activities and dependencies, identifying actions required by CONTRACTOR, the Content and Records Management incumbent subcontractor, or others;
- List of transition deliverables;
- Communication plan, including weekly status meetings;
- List of draft or "sample" agreements;
- Actions necessary for the successful and timely implementation of procedures;
- All required due diligence;
- Final transition completion acceptance criteria to include a formal "Readiness Review" with CONTRACTOR

The TPP shall identify a Transition Manager who has full authority to manage transition activities, the Key Personnel, and other project support resources critical to the successful transitions (e.g., contracting officer, human resource manager, etc.). The OFFEROR'S TPP Team is accountable for all work performed during the execution of their TPP, and to ensure there are no adverse content of records management system or service impacts or outages directly resulting from their transition activity.

The due diligence review shall include identification of any material differences between the systems, property, and services described in the Statement of Work, and/or any other RFP requirements and actual conditions. The Statement of Material Differences shall be delivered to CONTRACTOR.

The TPP shall address the transition of workers considering the preference to fill non-managerial vacancies through the hiring of employees displaced by this procurement action in accordance with the terms of FAR 52.222-17, Non-displacement of Qualified Workers.

The OFFEROR'S TPP Team will interface directly with the CONTRACTOR TPP Team and with the incumbent Content and Records Management services Subcontractor. The OFFEROR shall coordinate information exchange with Other Hanford Prime Contractors and the DOE, as required, by interfacing directly through the CONTRACTOR TPP Team.

### **Deliverables**

The OFFEROR'S shall deliver:

- A credible and executable Transition Project Plan;
- A TPP team organizational structure identifying the Transition Manager and key team members, with experience and qualifications of each;
- A firm fix price for complete execution of their Transition Project Plan

The OFFEROR'S deliverables resulting from their execution of the Transition Project Plan shall include, but are not limited to:

- The transition of all responsibilities in the SOW within forty-five (45) days from award;
- Establishing the required workforce to execute all the SOW requirements within forty-five (45) days from transition start date;
- The facilities to be utilized by the OFFEROR for personnel, assets and equipment;
- Delivering a draft of the required operating agreements and procedures within thirty (30) days of the transition start date and the approved final signed agreement within forty (40) days from the transition start date;
- Delivering a formal Readiness Review presentation to CONTRACTOR no later than forty-four (44) days from the transition start date;
- Written acknowledgement of acceptance to implementing CONTRACTOR and Hanford Site required procedures, desk top instructions, service agreements, licenses and interface agreements identified in the RFP within forty-four (44) days of the transition start date;
- List of required Hanford Site hosted virtual desktops (VMWare client or zero client devices) and traditional Government Furnished Equipment (GFE) imaged workstations within thirty (30) days from start of transition;
- Provide weekly written transition progress reports to CONTRACTOR;
- Establish routine status meetings with CONTRACTOR and affected contractors to review transition activities and issues if requested;
- Provide a Statement of Material Differences between the RFP and actual working conditions within thirty (30) days of the transition start date;
- Deliver a Final Transition Completion Report to CONTRACTOR'S Subcontract specialist for approval no later than forty-five (45) days following receipt of the Subcontract Notice to Proceed. The Final Completion Report will include all required agreements and procedures necessary for base operations;
- Identify accountability for all work performed under this Contract at the end of the Transition Period.

#### **Performance Acceptance Metrics**

- The OFFEROR "Transition Project Plan" will be measured on:
  - The quality, completeness, accuracy, and reasonableness of the plan and the cost of the transition
- The OFFEROR Transition Project Plan "Execution" will be measured on:
  - The transition being completed within forty-five (45) days from award /transition start date and without incident;
  - The number and severity of service impacts resulting from the transition;
  - Percentage of incumbent staff retained;
  - Accuracy, quality and timeliness of transition reports;

- o The Statement of Material Differences

## **24. EVALUATION CRITERIA**

The below factors are in order of importance:

### **A. Technical Capability:**

CONTRACTOR will evaluate each OFFEROR'S understanding of the Statement of Work (SOW) and capability to meet the RFP functional and technical requirements. This includes the OFFEROR'S ability to understand and manage large, diverse content and records management functions to performance requirements, and the OFFERORS proven capability to transition Government owned record management systems and storage systems to a largely commercial enterprise. The OFFEROR will also be evaluated on their demonstrated program/project management competency for large, diverse records management operations.

### **B. Technical and Management/Business Approach**

CONTRACTOR will evaluate each OFFEROR'S technical and management approach for meeting the RFP requirements. The OFFEROR'S approach and methods will include:

- 1) The OFFEROR'S technical approach for fulfilling the RFP technical requirements, including their Transition Plan;
- 2) The OFFEROR'S approach for successfully transitioning incumbent staff to a new organization;
- 3) The OFFEROR'S proposed organizational structure for efficiency of operations and Statement of Work management;
- 4) Feasibility of the OFFEROR'S proposed business management approach for meeting service requests, process improvement and cost reductions;
- 5) The extent to which the approach optimizes commercial practices through service delivery, performance, and responsiveness;
- 6) The OFFEROR'S process for effectively archiving records and moving physical records to electronic records;
- 7) The OFFEROR'S management of personally identifiable information without compromise of confidentiality;
- 8) The OFFEROR'S method for effectively and efficiently managing commercially oriented Usage Based Services, Task Orders, and staffing;
- 9) The OFFEROR'S approach for executing work in accordance with a single integrated safety and quality assurance management system. The integrated safety and quality assurance system approach will include: (i) the OFFEROR'S management of subcontractor work activities; (ii) how safety deficiencies will be identified and resolved; and (iii) how corrective actions are implemented, tracked and resolved. Also considered will be the demonstration and understanding of applicable DOE ESQ&H laws, regulations, and directives;
- 10) The OFFEROR will explain the corporate office commitment to this contract and to MSA.

### **C. Organizations Structure and Key Personnel**

The OFFEROR will propose key personnel who possess a combination of relevant records management and project management experience. CONTRACTOR will evaluate the resume of each OFFEROR'S key personnel to assess their education and records management experience, project management and Task Order management experience, demonstrated performance towards the RFP objectives, suitability to the proposed position, and technical and leadership capability. Letters of commitment for the proposed key personnel shall be evaluated. The individuals proposed for the Key Positions will be the most important aspect of this criterion.

### **D. Similar Experience and Past Performance**

Experience is evaluated on the breadth of experience similar to the RFP SOW, while Past Performance is evaluated on the quality of delivered performance during the last five (5) years. CONTRACTOR will evaluate the OFFEROR'S experience with focus on the SOW relevant work the OFFEROR has performed, while past performance evaluates how well the OFFEROR has performed the work.

- 1) Similar Experience: The OFFEROR'S experience on contracts similar in type, scope, complexity, duration, and risk will be evaluated. Experience should include demonstrated ability to meet customer commitments in a highly dynamic and demanding work environment;
- 2) Transition: Experience should include demonstrated ability to transition work scope similar in size and complexity, and meet customer commitments in a highly dynamic and demanding work environment;
- 3) Past Performance: The OFFEROR will be evaluated on its performance under existing and prior contracts regarding the quality of performance delivery in a timely manner for work consistent to the size, scope and complexity of the SOW. Evaluation will schedule performance, budget performance, and customer satisfaction.

The OFFEROR will provide CONTRACTOR with customer contact information. Information regarding past and present performance may also be obtained by CONTRACTOR from independent data.

#### **E. IM/IT Innovation**

CONTRACTOR will evaluate each OFFEROR'S ability to identify, offer and implement innovative solutions for improving records management operations at Hanford.

#### **F. Price**

- 1) This factor is used to assess what each proposal will cost the Government should it be selected.
- 2) Proposed prices are analyzed to determine the associated risks of doing business with the OFFEROR. A price analysis will be performed to assess the reasonableness of the proposed costs in relation to Best Value Factors.

### **25. ATTACHED FORMS**

Form 1 – Conflict of Interest  
Form 2 – Financial Data and Insurance  
Form 3 – Foreign Ownership, Control, or Influence (FOCI) Certification  
Form 4 – Exceptions and Deviations  
Form 5 – Past Performance Information  
Form 6 – Proposal Response

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**Mission Support Alliance**

**EXHIBIT A**

**COMMERCIAL SERVICES**

**RFP ALJCR0120**

**Revision 1**

**CONTENT AND RECORDS MANAGEMENT SERVICES**

**QUANTITIES AND PRICING**



## **SCHEDULE OF QUANTITIES AND PRICES**

### **1.0 WORK TO BE PERFORMED**

SUBCONTRACTOR shall furnish all the necessary supervision, labor, equipment, tools, materials, supplies and transportation, and perform all operations necessary and required to perform the Work in accordance with the Statement of Work and the terms and conditions of the Subcontract.

### **2.0 FIRM FIXED PRICES**

Subcontract Line Item 001, Program and Project Management Support Services as well as specific sections of Subcontract Line Item 002, Content & Records Management Services as defined in the Statement of Work (Attachment 1) are to be bid as a FFP scope or FFUR scope (see attached price sheet).

(a) Instruction – Fixed Price – Firm, Fixed Unit Rate - Written Proposal

(1) Proposed Cost

The OFFEROR shall prepare its Proposed FFP information in accordance with the following instructions:

- (i) A narrative describing the OFFEROR'S supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed price. Offers shall be sufficiently detailed to demonstrate a complete understanding of the scope, reasonableness and realism. Overall assumptions used by the estimator to prepare the estimate shall be described.

### **3.0 TIME AND MATERIAL (T & M) AND HOURLY LABOR RATE**

Specific sections of Subcontract Line Item 002, Content & Records Management Services and Subcontract Line Item 003, IM Direct Support Services as defined in the Statement of Work will be bid and authorized as T&M scopes or Hourly Labor Rate via individual task orders. See attached price sheet for T & M and Hourly Labor Rate Proposal Preparation Format for Line Item 002 and Line Item 003.

All allowable hours billed shall be at the contracted rates. There is no overtime premium notwithstanding the number of hours worked during the day. Material costs shall be billed as actual invoiced cost plus applicable G&A rate. SUBCONTRACTOR shall provide a copy of actual material invoiced as supporting documentation when invoicing for material costs.

The following FY 2016 fully burdened rates shall be applicable to this subcontract. Each following year (FY 2017 2018, and Option years 1 and 2) will be adjusted by using the D.O.E. approved escalation factor applied to the previous year rates.

For The OFFEROR must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (a) The OFFEROR;
- (b) Subcontractors; and/or
- (c) Divisions, subsidiaries, or affiliates of the OFFEROR under a common control

### **4.0 TWO MONTH TRANSITION, AUGUST 1, 2016 2015 TO SEPTEMBER 30, 2016 2015**

In accordance with Section 23, Transition Plan of Instructions to OFFEROR'S. Complete attached line 4 price sheet as an FFP proposal.

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### **Form 1 - Conflict of Interest Disclosure and Representation**

It is the CONTRACTOR'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 CONTRACTOR-controlled work with other qualified contractors. To address this matter, the OFFEROR is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. The OFFEROR 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 OFFEROR'S proposal. Any such disclosure may result in the need for additional discussions relative to the OFFEROR'S continued participation in this effort.

Date Certified:

Certified By:

Signature:

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## **Mission Support Alliance**

### **FORM 2 - FINANCIAL DATA AND INSURANCE**

1. OFFEROR shall include in its proposal the most current annual report or CPA-certified financial statement for the last three (3) accounting periods and a current Dun & Bradstreet Report of Condition.
2. OFFEROR shall include a Certificate of Insurance evidencing the coverages, as required by Special Conditions, titled "INSURANCE," or a statement for OFFEROR'S insurance carrier that such coverages can be provided.
3. Permanent Place of Business:

4. Name and Address of ☐ Parent Company or ☐ Corporate Office

5. Remittance Address:

6. Bank:

Contact Person and Phone Number:

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## Mission Support Alliance

### FORM 3 - FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CERTIFICATION

This Subcontract will require (1) access to classified matter; (2) access to Special Nuclear Material; (3) responsibilities for safeguarding \$5M+ of government property; and/or (4) unescorted access to a limited/protected area, therefore a FOCI determination will be required in order to grant a security clearance for this Subcontract.

The OFFEROR shall require any lower tier Subcontractors having access to classified information or a significant quantity of special Nuclear Material to submit the certification below directly to the CONTRACTOR.

Information submitted by the OFFEROR is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by the CONTRACTOR to the extent permitted by law, as business or financial information submitted in confidence.

Answer the following questions either "yes" or "no". If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

**1. Does a Foreign Interest own or have beneficial ownership in 5% or more of your organization's voting securities?**

☐ Yes ☐ No

(Identify the percentage of any class of shares or other securities issued which are owned by Foreign Interests, listed by country. If you answer "yes" and have received from an investor a copy of schedule 13D and/or schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of schedule 13D and/or schedule 13G)

**2. Does your organization own 10% or more of any Foreign Interest?**

☐ Yes ☐ No

(Furnish the name of the Foreign Interest, address by country, and the percentage owned. Include names and title of officials of your organization who occupy positions with the Foreign Interest, if any.)

**3. Do any Foreign Interests have management positions such as Directors, Officers, or Executive Personnel in your organization?**

☐ Yes ☐ No

(Furnish full information concerning the identity of the Foreign Interest and the position he/she holds in your organization.)

4. Does any Foreign Interest control or influence, or is any Foreign Interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel?

☐ Yes ☐ No

(Identify the Foreign Interest(s) and furnish full details concerning the control or influence.)

5. Does your organization have any Subcontracts, binding agreements, understandings, or arrangements with a Foreign Interest(s) that cumulatively represents 10% or more of your organization's gross income?

☐ Yes ☐ No

(Furnish the name of the Foreign Interest, country, and nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, cartel, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "yes" and have received from the Foreign Interest a copy of schedule 13D and/or schedule 13G filed by the Foreign Interest with the Securities and Exchange Commission, you are to attach a copy of schedule 13D and/or schedule 13G.)

6. Is your organization indebted to any Foreign Interests?

☐ Yes ☐ No

(Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any debentures are convertible, specifics about the indebtedness, collateral, if any and what will be received after conversion are to be furnished.)

7. Does your organization derive any income from Communist Countries?

☐ Yes ☐ No

(Discuss in detail any income derived from Communist Countries, including percentage from each such country as related to total income, and the type of services or products involved.)

8. Is 5% or more of any class of your organization's securities held in any method, which does not disclose beneficial owner of equitable title?

☐ Yes ☐ No

(Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the schedule 13D and/or schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of schedule 13D and/or schedule 13G.)

9. Does your organization have interlocking directors with Foreign Interests?

☐ Yes ☐ No

(Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)



**10.** Are there any citizens of foreign countries employed by, or who may visit your offices or facilities in a capacity, which may permit them to have access to classified information or a significant quantity of Special Nuclear Material?

☐ Yes ☐ No

(Provide complete information by identifying the individuals and the country of which they are citizens.)

**11.** Does your organization have foreign involvement not otherwise covered in your answers to the above questions?

☐ Yes ☐ No

(Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)

## **CERTIFICATION**

The OFFEROR certifies that the entries made above are accurate, complete and current to the best of my knowledge and belief and are made in good faith.

The OFFEROR certifies that the information requested above has previously been submitted to the CONTRACTOR as required for a facility security clearance and that the information is accurate, complete and current.

**Date Certified:** [Click here to enter a date.](#)

**Certified By:** [Click here to enter text.](#)

**Title:** [Click here to enter text.](#)

**Address:** [Click here to enter text.](#)

**Signature:**

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## Mission Support Alliance

### FORM 4 - EXCEPTIONS AND DEVIATIONS - COMMERCIAL

OFFEROR submits herein any exceptions and deviations OFFEROR makes to any commercial terms and conditions of the Request for Proposal Documents, taking care to refer precisely to which part of the Request for Proposal Documents the exception or deviation is being made. All exceptions and deviations shall be submitted in the form of OFFEROR-proposed amendments to the Request for Proposal Documents and must be listed separately by each Exhibit. No exceptions or deviations to the Request for Proposal Documents shall be recognized unless expressly set forth herein and all other terms and conditions of the Request for Proposal Documents remain in full force and effect, except as modified herein.

OFFERORS must base their Proposals in accordance with the Request for Proposal Documents as presently written. However, if OFFERORS (1) find that this is not possible for legitimate reasons of company policy or other bidding restraints, or (2) see ways of achieving significant "Cost Savings" to the CONTRACTOR if certain exceptions or deviations to the Request for Proposal Documents can be made and accepted by CONTRACTOR before any award, then OFFERORS may take such exceptions or deviations as follows:

1. If OFFERORS take exceptions or deviations to the Request for Proposal Documents, OFFERORS should so state and list on this Form with associated "cost changes" (plus or minus) that would result if the proposed exceptions or deviations are accepted by the CONTRACTOR. Zero costed exceptions and/or deviations will not be accepted or considered. OFFERORS must also list clear reasons for requiring such exceptions or deviations.
2. CONTRACTOR wishes to emphasize that "significant cost savings" do not mean frivolous or minor claims of savings and may look with disfavor on Proposals containing only such. CONTRACTOR does not represent that exceptions or deviations in this "Cost Savings" category will be accepted or not.

If no exceptions and deviations are proposed by OFFEROR, it shall so state below.

Failure to complete this Form may be cause for rejection of OFFEROR'S Proposal.

☐

NO EXCEPTIONS

☐

EXCEPTIONS TAKEN ARE DETAILED  
ON THE SHEET FOLLOWING



## Mission Support Alliance

### EXCEPTIONS AND DEVIATIONS – COMMERCIAL (Cont'd)

#### EXAMPLE HEADINGS

| <u>No.</u> | <u>Reference</u> | <u>Exception/<br/>Deviation</u> | <u>Cost and<br/>Schedule Impact</u> | <u>Reason</u> |
|------------|------------------|---------------------------------|-------------------------------------|---------------|
|------------|------------------|---------------------------------|-------------------------------------|---------------|

#### NOTES:

- A. List the Request for Proposal Document location under the column above entitled "Reference" to which any proposed exception or deviation applies (e.g., Exhibit A, SC-3.0, etc.)
- B. Provide impacts to Subcontract Schedule (if any) and cost (plus or minus) to CONTRACTOR under "Cost/Schedule."
- C. Under the "Reason" column, list the reason(s) for each exception or deviation proposed by OFFEROR. OFFERORS are requested to keep their reasoning language as short as possible.

#### NOTE:

This form is for proposal evaluation and will not be part of the Subcontract. Acceptable and agreed exceptions and deviations will be incorporated into the appropriate Subcontract Documents.



## Mission Support Alliance

### FORM 4 - EXCEPTIONS AND DEVIATIONS – TECHNICAL

OFFEROR submits herein any exceptions and deviations OFFEROR makes to any part of the Request for Proposal Documents, taking care to refer precisely to which part of the Request for Proposal Documents the exception or deviation is being made. All exceptions and deviations shall be submitted in the form of OFFEROR-proposed amendments to the Request for Proposal Documents and must be listed separately by each Exhibit. No exceptions or deviations to the Request for Proposal Documents shall be recognized unless expressly set forth herein and all other terms and conditions of the Request for Proposal Documents remain in full force and effect except as modified herein.

It is strongly preferred that OFFERORS base their Proposals as closely as possible to the Request for Proposal Documents as presently written. However, in the event that OFFERORS: (1) find that this is not possible for legitimate reasons of company policy or other bidding restraints, or (2) see ways of achieving significant "Cost Savings" to the CONTRACTOR if certain exceptions or deviations to the Request for Proposal Documents can be made and accepted by CONTRACTOR prior to any award, then OFFERORS may take such exceptions or deviations as follows:

1. OFFERORS who are not willing to submit a Proposal based on no exceptions or deviations to the subject Request for Proposal Documents should so state and list on this Form (in the form denoted by the sample format shown the next page), with associated cost changes (plus or minus) that would result if the Request for Proposal Document requirements that the OFFEROR cannot accept could be waived. OFFERORS must also list clear reasons for requiring such exceptions or deviations.
2. OFFERORS who either are or are not willing to submit a Proposal based on no exceptions AND desire to propose exceptions or deviations in order to offer significant "Cost Savings" to CONTRACTOR are requested to so state on this Form and include such Cost Saving exceptions and deviations on attached separate pages, listing the reason(s) such are being proposed as "Cost Savings". CONTRACTOR wishes to emphasize that "significant cost savings" do not mean frivolous or minor claims of savings and may look with disfavor on Proposals containing only such. CONTRACTOR does not represent that exceptions or deviations in this "Cost Savings" category will be accepted or not.

If no exceptions and deviations are proposed by OFFEROR, it shall so state below.

Failure to complete this Form may be cause for rejection of OFFEROR'S Proposal.

☐ NO EXCEPTIONS

☐ EXCEPTIONS TAKEN ARE DETAILED  
ON THE SHEET FOLLOWING



## Mission Support Alliance

### EXHIBIT "C"

#### FORM P-1. - EXCEPTIONS AND DEVIATIONS - TECHNICAL (Cont'd)

##### EXAMPLE HEADINGS

| <u>No.</u> | <u>Reference</u> | <u>Exception/<br/>Deviation</u> | <u>Cost and<br/>Schedule Impact</u> | <u>Reason</u> |
|------------|------------------|---------------------------------|-------------------------------------|---------------|
|------------|------------------|---------------------------------|-------------------------------------|---------------|

- A. List the Request for Proposal Document location under the column above entitled "Reference" to which any proposed exception or deviation applies (e.g., Attachment 1, Sec 1.2.1, paragraph titled "Business Service Center Interface", etc.)
- B. Provide impacts to Subcontract Schedule (if any) and cost (plus or minus) to CONTRACTOR under "Cost/Schedule"
- C. Under the "Reason" column, list the reason(s) for each exception or deviation proposed by OFFEROR. OFFERORS are requested to keep their reasoning language as short as possible.

##### NOTE:

This form is for proposal evaluation and will not be part of the Subcontract. Acceptable and agreed exceptions and deviations will be incorporated into the appropriate Subcontract Documents.

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## **Mission Support Alliance**

### **Form 5 - Past Performance Information Form**

Offeror's must have a minimum of 5 years of business experience for the work being contemplated with US Federal government agencies or their prime contractors. If any Offeror is partnering with another firm in the response to this solicitation, the Offeror must have a minimum of at least the same time period of experience with the partnership relationship.

As part of the solicitation response, the Offeror shall furnish at least three (3) and no more than five (5) references for previous and/or current projects that reflect the criteria noted above. References shall include the current and up-to-date information listed below for each specific reference. Note: Information gained elsewhere by the Buyer can also be used as part of the evaluation.

1. Client Name and Address
2. Client Technical Point of Contact and phone number
3. Contract Number
4. Brief Description of Work Scope
5. Contract Type
6. Period of Performance
7. Original Contract Value \$
8. Final Contract Value \$

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



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## Mission Support Alliance

### FORM 6 - PROPOSAL RESPONSE

In response to the Request for Proposal (RFP) No. ALJCR0120, and in accordance with the accompanying Instructions to OFFERORS, the undersigned hereby proposes to furnish all plant, labor, technical and professional services, supervision, materials and equipment (other than materials and equipment specified as furnished by others) and to perform all operations necessary and required to provide Content and Records Management Services to the Hanford Site in accordance with the Subcontract Documents and any amendment thereto, and at the prices stated opposite the respective items set forth in the Schedule of Quantities and Prices attached hereto.

The undersigned agrees that this Proposal constitutes a firm offer to MSA (CONTRACTOR) which is valid for One Hundred Eighty (180) calendar days from and after the proposal due date or until a subcontract for the Work is executed by undersigned and CONTRACTOR, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Subcontract Documents and any amendment thereto; that it has carefully checked all of the words and figures shown in its Schedule of Quantities and Prices; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments hereto; and that it has by careful examination of the Subcontract Documents and any addenda thereto and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the Subcontract and all other matters which can in any way affect work or the cost thereof. The undersigned hereby agrees Contractor shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

The undersigned certifies that pricing of this Proposal reflects the Washington State business and occupation (B&O) tax established by Revised Code of Washington (RCW) 82.04.263 and reflects Washington State sales and use tax applicable to materials, equipment and supplies.

OFFERORS must identify their cognizant ACO and DCAA Office.

If awarded a Subcontract, the undersigned agrees to execute the Subcontract and deliver it to Contractor within ten (10) calendar days after award of the Subcontract with the necessary Certificates of Insurance. Jobsite work shall not commence until the required Certificates of Insurance are submitted. Attached hereto and by this reference incorporated herein and made a part of this Proposal are the Proposal Data required by Exhibit "A".

The undersigned hereby acknowledges that any Subcontract resulting from this proposal will represent the entire agreement and that any exceptions taken in this proposal, if not expressly included in the Subcontract, will be considered resolved and void and that all exceptions have been listed on the attached Form titled "EXCEPTIONS AND DEVIATIONS".

The undersigned also acknowledges receipt, understanding, and full consideration of the following Amendments to the Subcontract Documents:

|                 |       |                          |            |
|-----------------|-------|--------------------------|------------|
| Amendment Nos.  | _____ | (if none, enter "none")  |            |
| OFFEROR:        | _____ | Business Address:        | _____      |
| Signed by:      | _____ |                          | _____      |
| Print Name:     | _____ |                          | _____      |
|                 | _____ | Contractor License No.:  | <u>N/A</u> |
| [Title]         | _____ | [State/Country]          | <u>N/A</u> |
| Proposal Dated: | _____ | License Expiration Date: | <u>N/A</u> |

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Sample Subcontract  
Revision 0\_1  
Dated ~~January 21, 2015~~  
March 5, 2015



## Notification of Award

Subcontract: XXXXX

Date Issued: XXXXXXXX

Issued to:

Company

Address

POC:

This award is issued under the authority of Department of Energy prime DE-AC06-09RL14728.

This award is issued by:

Mission Support Alliance, LLC

P.O. Box 650

Richland, WA 99352

Subcontract Specialist:

Amy Justice H7-08

(509) 376-9129

[Amy\\_L\\_Justice@rl.gov](mailto:Amy_L_Justice@rl.gov)

This award is made in accordance with all of the terms and conditions as set forth herein. All questions are to be directed to the Contract Specialist identified above.

\_\_\_\_\_  
Amy L. Justice, Contract Specialist MSA

\_\_\_\_\_  
Date:

Accepted:

Company\_\_\_\_\_

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature

Rev 0\_1, January 21, 2015 March 5, 2015

~~Official Use Only~~

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## List of Procedures:

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Attachment TBD: MSC-PRO-184, Latest Information – Information Protection and Clearance  
Attachment TBD: MSC-PRO-211, Latest Revision – Administrative Record File and Public  
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Attachment TBD: MSC-PRO-232, Latest Revision – Project Files Management  
Attachment TBD: MSC-PRO-31304, Latest Revision – Audiovisual, Cartographic, and  
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Attachment TBD: MSC-PRO-32281, Latest Revision – Electronic Records Management  
Attachment TBD: MSC-PRO-604, Latest Revision – Controlled Information Numbering System  
Attachment TBD: MSC-PRO-9679, Latest Revision – Control of Administrative Plans, Reports,  
Studies, and Description Documents  
Attachment TBD: MSC-PRO-9685, Latest Revision – Control of Speech Articles and Exhibits  
Attachment TBD: MSC-RD-210, Latest Revision – Records Management Program  
Attachment TBD: MSC-RD-8310, Latest Revision – Document Control Program



# Mission Support Alliance

Subcontract XXXXX

## SECTION A - AWARD

### A-1 INTRODUCTION

The Subcontractor is hereby notified that effective on XXXXX XX, 2015, the Subcontractor is awarded a Hybrid Subcontract (Master) for performance of the Content and Records Management Support services as described herein in accordance with all the requirements and conditions set forth or by reference attached herein. The Subcontractor is further notified that the award of this Subcontract is contingent upon receipt by the Buyer of written consent of this award from the U.S. Department of Energy including any required changes that may be stipulated within its notice of consent of the award.

### A-2 ESTIMATED VALUE OF SUBCONTRACT

The estimated total value of this Subcontract is \$XXXXXX.

This Subcontract is comprised of the following:

FY2016

| Line Item                     | Description                                     | Type                              | Estimated Value (\$) |
|-------------------------------|---|-----------------------------------|----------------------|
| 001                           | Program and Project Management Support Services | FFP                               | TBD                  |
| 002                           | Content & Record Management Services            | FFP/FUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003                           | IM Direct Support Services                      | T&M                               | TBD                  |
| Total FY 2016 Estimated Value |   |                                   | TBD                  |

FY2017

| Line Item                     | Description                                     | Type                              | Estimated Value (\$) |
|-------------------------------|---|-----------------------------------|----------------------|
| 001                           | Program and Project Management Support Services | FFP                               | TBD                  |
| 002                           | Content & Record Management Services            | FFP/FUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003                           | IM Direct Support Services                      | FFUR                              | TBD                  |
| Total FY 2017 Estimated Value |   |                                   | TBD                  |





## Mission Support Alliance

Subcontract XXXXX

FY2018

| Line Item | Description                                     | Type                              | Estimated Value (\$) |
|-----------|---|-----------------------------------|----------------------|
| 001       | Program and Project Management Support Services | FFP                               | TBD                  |
| 002       | Content & Record Management Services            | FFP/FUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003       | IM Direct Support Services                      | FFUR                              | TBD                  |

Total FY 2018 Estimated Value

TBD

Total Base Period Estimated Value

TBD

FY2019

| Line Item | Description                                     | Type                              | Estimated Value (\$) |
|-----------|---|-----------------------------------|----------------------|
| 001       | Program and Project Management Support Services | FFP                               | TBD                  |
| 002       | Content & Record Management Services            | FFP/FUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003       | IM Direct Support Services                      | FFUR                              | TBD                  |

Total FY 2019 Option Period 1  
Estimated Value

TBD

FY2020

| Line Item | Description                                     | Type                              | Estimated Value (\$) |
|-----------|---|-----------------------------------|----------------------|
| 001       | Program and Project Management Support Services | FFP                               | TBD                  |
| 002       | Content & Record Management Services            | FFP/FUR/T&M/<br>Hourly Labor Rate | TBD                  |
| 003       | IM Direct Support Services                      | FFUR                              | TBD                  |

Total FY 2020 Option Period 2  
Estimated Value

TBD

Total Subcontract Estimated Value

TBD



## Mission Support Alliance

Subcontract XXXXX

### A-3 LIMITATION OF FUNDS

1. Although the parties have negotiated the ceiling price of a not-to-exceed amount of **\$TBD** for this Subcontract, it is understood that sufficient funds for the full scope of the work are not presently available. It is anticipated that additional funds will be obligated to this Subcontract until the total estimated price of said Subcontract is reached.
2. Funds presently available for payment of the items covered by this subcontract for the authorized period of performance is:

FY2016

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2016 Funding |   | TBD                     |

FY2017

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2017 Funding |   | TBD                     |

FY2018

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2018 Funding |   | TBD                     |

**Total Base Period Funding**

**TBD**



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FY2019

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2019 Funding |   | 0                       |

FY2020

| Line Item             | Description                                     | Authorized Funding (\$) |
|-----------------------|---|-------------------------|
| 001                   | Program and Project Management Support Services | TBD                     |
| 002                   | Content & Record Management Services            | TBD                     |
| 003                   | IM Direct Support Services                      | TBD                     |
| Total FY 2020 Funding |   | TBD                     |

**Total Contract Funding**

**TBD**

The Subcontractor agrees to perform (or have performed work) on the Subcontract up to the point at which the total amount paid and payable under the Subcontract approximates but does not exceed, the total amount actually allotted on the Subcontract.

3. The Subcontractor shall notify the Contract Specialist in writing whenever the total costs it expects to incur by line item under this Subcontract during the following sixty (60) days will exceed 75 percent of the total amount allotted by line item. The notice shall state the estimated date when such amount will be reached, and the estimated amount of additional funds required for continuing performance for the period specified in the schedule. If, after such notification, additional funds are not obligated by the end of estimated reach date or by an another agreed upon date, the Buyer shall, upon Subcontractor's written request, terminate this Subcontract on the performance end date or the date set forth in the request, whichever is later, and pursuant to the provisions of the Termination clause of this Subcontract.
4. Except as provided by other provisions of this Subcontract, the following are stated to be exceptions to this clause:
  - a. The Buyer is not obligated to reimburse the Subcontractor for costs incurred in excess of the total amount allotted to this Subcontract; and



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- b. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the termination clause) or otherwise incur costs in excess of the allotted amount of this Subcontract, until the Buyer notifies the Subcontractor in writing that the amount has been increased and specifies the revised total allotted amount.
5. No notice, communication, or representation in any form or by anyone other than the Buyer Contract Specialist shall affect the allotted amount of this Subcontract. In the absence of the Subcontractor's notification (paragraph 3 above), the Buyer is not obligated to reimburse the Subcontractor for any costs in excess of the total amount allotted to this Subcontract whether incurred during the course of performance period, a termination, or result of an audit.
6. Change orders shall not be considered an authorization to exceed the allotted amount specified in the schedule, unless they result in a modification to the Subcontract.
7. If the Buyer does not allot sufficient funds to allow completion of the work, the Subcontractor is entitled to a percentage of the fee specified in this Subcontract equaling the percentage of work completed.

### **A-4 TYPE OF SUBCONTRACT**

This is a Hybrid Subcontract that consists of the following contract type by line item:

Line Item 001 – Program and Project Management Support

This work will be performed as Firm, Fixed Price (FFP) Subcontract.

Line Item 002 – Content & Record Management Services

This work will be performed as Firm Fixed Price (FFP), Firm Fixed Unit Rate (FFUR), Time and Material (T&M), and Hourly Labor Rate Subcontract.

Line Item 003 – IM Direct Support Services

This work will be initially performed as Time and Material type Subcontract with expectation of movement to a Firm Fixed Unit Rate (FFUR) Subcontract at the completion of the requirements definition which is expected to occur in 2017.

Major Activity Support Requests is considered a Master Task Order Agreement. All work will be authorized and funded through Task Order Releases (TO). Medium Activity Support Requests may be funded through Task Order Releases (TO) or as an Information Technology Service Management System (IT-SMS) request. Most General Activity Support Requests will be funded under a blanket release or by Information Technology Service Management System (IT-SMS) requests. The estimated value for this Master Task



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Order Agreement, as stated above, is the total estimated value of all Task Order Releases anticipated to be issued to the Subcontractor through the initial term of the Subcontract and is not a guarantee that this total will be achieved nor exceeded.

Work is authorized hereunder only through executed TOs issued by Contract Specialist. Only subcontracted work within the scope of this Subcontract may be authorized under this Master.

All work will be performed as Firm Fixed Price (FFP), Firm Fixed Unit Rate (FFUR), Time and Material (T&M), and/or Hourly Labor Rate type Subcontract and defined within the terms of the TO.

Line Item 004 – Reserved for Transition

This work will be performed as Firm Fixed Price (FFP) Subcontract.

### **A-5 MASTER TASK ORDERING AGREEMENT ENABLING CLAUSE**

Portions of Line Item 002 and all of Line Item 003 are a Master Task Order Agreement. This Master Task Order Agreement shall have the same definition as the term “basic agreement” in FAR Subsection 16.702, paragraph (a). As described therein, a basic agreement is a written instrument of understanding, negotiated between an agency or contracting activity and a contractor, that (1) contains contract clauses applying to future contracts between the parties during its term and (2) contemplates separate future contracts that will incorporate by reference or attachment the required and applicable clauses agreed upon in the basic agreement. A basic agreement is not a contract, but rather a written instrument of understanding.

### **A-6 ORDERING PROCESS**

Portions of Line Item 002 and all of Line item 003 is a Master Task Order. Task Orders (TOs) under Line Item 002 or Line Item 003 shall be issued under this Master for performance of work within the scope of this Subcontract. Buyer shall issue task orders and any modifications in writing. Each individual TO release will contain a Statement of Work and funding for the work described. In the event of any conflict between the work described in the implementing TO release and the Description/Specification contained in the Master Statement of Work of this Subcontract, the Master Statement of Work will govern. Only the Contract Specialist is authorized to issue task orders under this Subcontract.



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The following process then applies:

The Buyer may request work to be performed by the Subcontractor under this Subcontract as separate releases and/or tasks as part of a specific release using the following process:

1. A Statement of Work will be provided by the Buyer to the Subcontractor soliciting a proposal for the effort to be performed and schedule of performance;
2. The Subcontractor shall respond as specified in the solicitation. Subcontractor's Proposal shall address the Statement of Work requirements. The cost of proposal development is not a direct charge to this agreement;
3. If the Proposal is acceptable to the Buyer, a Release to perform the work may be issued in accordance with the terms of this Subcontract. Each Release shall be numbered or identified;
4. The Subcontractor shall not begin work on any Release or Release Revision prior to receipt of written authorization to proceed from the Buyer or authorized individual (contained under Section "Authorized Personnel").

### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B-1 TECHNICAL REQUIREMENTS**

All work for the Buyer shall be performed in strict accordance with SP 5 – Onsite Services and other requirements which may be found in the Statement of Work.

#### **B-2 PERSONNEL REQUIREMENTS**

##### **Training and Qualification**

1. Subcontractor shall ensure that its personnel meet and maintain the appropriate training, qualification and certification requirements as required by the Subcontract. The following types of training/qualifications may be required based on work scope and work location:
  - a. Facility specific training as required for facility access;
  - b. Occupational Safety and Health Training as applicable to the work performed;
2. Additional specialized training may be specified within individual TO releases as necessary to meet specified work scope requirements.



**B-3 SITE ACCESS AND WORK HOURS**

Hanford personnel at the Hanford Site work a standard 4/10 schedule. The standard work week consist of ten (10) hours of work between 6:00 am and 4:30 pm, with one-half hour designated as an unpaid period for lunch, Monday through Thursday.

Work performed on-site outside normal operating hours shall be coordinated and/or approved through the BTR and/or the Contract Specialist prior to performing the work. Excludes services identified in the SOW as requiring support outside normal operating hours.

**B-4 SUBCONTRACT PRICE**

Although the parties hereto have negotiated the estimated value for this Subcontract, they understand that sufficient funds for the full scope of the work may not be available as set forth in the Limitation of Funds provisions contained in Section A of this Subcontract.

The Price Schedules contained in this Subcontract consist of a schedule of hourly labor rates, Fixed Unit Prices, Fixed Prices and Time and Material Estimated values for certain defined work items as contained in the Statement of Work of this Subcontract.

The Buyer does not guarantee that the total estimated value of this Subcontract will be achieved or that the total estimated value will not be exceeded during the Subcontract period of performance. The final total value will be the actual cumulative value of all authorized TO releases issued under the terms of this Subcontract.

**SECTION C – DESCRIPTION/SPECIFICATIONS**

**C-1 DESCRIPTION/SPECIFICATIONS**

Attachment 1, contains the description/specifications for the work scope items.

**SECTION D – INSPECTION AND ACCEPTANCE**

Specific Inspection and Acceptance criteria will be defined in the statement of work.



**SECTION E – DELIVERY AND PERFORMANCE**

**E-1 TERM OF SUBCONTRACT**

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on October 1, 2015 and shall end on September 30, 2018 unless extended by the parties or terminated by other provisions of this Subcontract.

**E-2 SUBCONTRACT OPTIONS**

(H54) Rev. 0 3/14/2011

The Buyer retains the sole right to exercise the option(s) included in this Subcontract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of the Buyer to exercise any or all of the option(s) nor extend the Subcontract beyond the end date specified by the Subcontract or most current Subcontract amendment. Buyer may exercise one or more options by providing written notice to the Subcontractor prior to sixty (60) Days from the most current Subcontract end date. Lacking written notice by the Contract Specialist, the option(s) will expire with the Subcontract.

Option 1      October 1, 2018 - September 30, 2019

Option 2      October 1, 2019 – September 30, 2020

**E-3 SHIP TO ADDRESS AND WAREHOUSE OPERATIONS DELIVERY SCHEDULE**

(F10) Rev. 2 10/22/2014

The below address shall appear on all shipping documents and packages:

U.S. Department of Energy  
c/o MSA Hanford  
Central Receiving  
2355 Stevens Dr.  
Attn: Subcontract No. **TBD**  
Richland, WA 99354

If there is not enough character space to enter the "Attn:" please omit it.

Please assure that the Consignor/Shipper receives this information and clearly understands the above information.





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The Hanford Site Warehouse Operation is available for deliveries from 6:00 a.m. to 4:30 p.m. Monday through Thursday.

Note: Please be prepared to reference Subcontract Number **TBD**

Should your shipment require any special handling to unload, please make arrangements 24 hours prior to shipment by contacting (509) 376-6638. Failure to do so may result in the shipment offloading being delayed.

### SECTION F – SUBCONTRACT ADMINISTRATION DATA

#### F-1 ESTIMATED BILLING

(G02) Rev. 0 3/14/2011

It is mandatory for continued acceptable performance that the Subcontractor provides monthly, to the Buyer's Accounts Payable Department, 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 in writing by email (preferred), fax, or mail by the 15<sup>th</sup> of each month. This data must be provided for each Subcontract release until all payments are received and the Subcontract is complete.

Email: [msa\\_accruals@rl.gov](mailto:msa_accruals@rl.gov)

Fax: (509) 373-6264

Mailing Address:

Mission Support Alliance, LLC.

Attn: Accruals MSIN G1-80

P.O. Box 650

Richland, WA 99352

The Monthly Subcontract-to-Date Cost Estimate Form can be obtained at:

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

#### F-2 DOCUMENT TRANSMITTALS

(G01) Rev. 0 3/14/2011

The Subcontractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Subcontract. The transmittal shall contain (1) a unique identification number, (2) a brief identification of the document(s)



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including revisions, (3) the date of the transmittal, (4) purpose of the transmittal, including required action (if any) (5) signature of Subcontractor representative, and (6) means or provisions for receipt acknowledgement by the Buyer.

### **F-3 AUTHORIZED PERSONNEL**

(G03) Rev. 0 1/28/2010

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

Contract Specialist, Amy Justice, Telephone: (509) 376-9129,  
E-mail: [Amy\\_L\\_Justice@rl.gov](mailto:Amy_L_Justice@rl.gov)

Contracts Manager, Brian Mair, Telephone: (509) 376-4692,  
E-mail: [Brian\\_C\\_Mair@rl.gov](mailto:Brian_C_Mair@rl.gov)

### **F-4 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).

### **F-6 SUBCONTRACTOR INVOICES FOR SUBCONTRACTS**

(G044) Rev. 0 2/27/2012

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

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

- Submittal of an invoice constitutes Subcontractor's certification that materials, work, and/or services have been delivered, and invoice rates are in accordance with the Subcontract provisions.
  - Invoices for services may not be submitted more than once per calendar month unless otherwise authorized in the Subcontract.



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



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

### F-7 REIMBURSEMENT OF TRAVEL EXPENSES

(H21) Rev. 2 01/14/2013

**\*No Travel is authorized under this subcontract\***

#### General Reimbursement Policy

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

#### Time Limitations

1. Domestic Extended Personnel Assignments
  - (a) Domestic extended personnel assignments are defined as any assignment of subcontractor personnel to a domestic location different than their normal duty station for a period expected to exceed 30 consecutive calendar days.
  - (b) For personnel on approved domestic assignments, Subcontractors will be reimbursed the lesser of temporary relocation costs (FTR 302-3.4 – 302-3.429) or a reduced per diem as described in subparagraphs (c) and (d) below.
  - (c) Lodging -For the first 60 days and last 30 days of the assignment, the Subcontractor will be reimbursed costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location.



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The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for lodging.

(d) Meals and Incidentals - For the first 30 days and last 30 days of the assignment, MSA will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for M&IE.

(c) Trips Home – One trip home, to the primary residence, after each four consecutive weeks of assignment at the Hanford Site is reimbursed when preapproved by MSA subject to the following:

(1) While traveling and at home, no per-diem expenses are reimbursable and no labor time will be billed to MSA.

(2) Coach airfare will be via the most direct route in accordance with FTR guidelines. The Subcontractor is expected to book travel at least two (2) weeks in advance in order to secure the cheapest airfare.

(3) Trips home are neither “bankable,” transferable nor cumulative.

2. Longer Term Assignment (three hundred sixty-six (366) days and over): For any assignment exceeding 365 days, the Subcontractor will not be reimbursed any costs associated with lodging, meals and incidentals or trips home. If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between the assignments is less than 12 months, MSA will consider the assignment continuous for the purposes of the three year clock. If the break is greater than 12 months, the assignments will be considered as separate assignments for purposes of the three year clock.

### 3. Intermittent Travel

(a) For Subcontractor personnel on intermittent travel directly required by MSA to the same domestic location for less than 30 consecutive calendar days, the Subcontractor will be reimbursed as set forth in the General Reimbursement Policy above, unless the provisions of subparagraph 3 (c) below apply.

(b) If any intermittent travel assignment includes trips that are in excess of 30 consecutive calendar days to the same domestic location, then the rules on Domestic Extended Personnel Assignment per B.1 and B.2 above will apply. If the Subcontractor believes it is not practical or cost effective to obtain long term lodging, the Subcontractor may request a specific preapproval to waive



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this restriction. Until such approval has been granted, costs for travel will be treated as set forth in B.1 and B.2 above.

(c) If there is a Subcontract requirement for recurrent intermittent travel of less than 30 consecutive days per trip to the same domestic location over a period of 6 months or more, a cost analysis will be mutually performed to determine if the use of long-term lodging would be more cost effective. If it is determined that the use of long-term lodging is more cost effective, the travel costs shall be reimbursed in accordance with the requirements of Paragraph B.1 above.

4. Previous Contractual Arrangements – for all Subcontractors under per diem arrangements prior to October 23, 2012, existing assignments will be transitioned to the new policy after given ninety (90) days notice. In the case of assignments with less than 90 days term remaining before renewal, the existing reimbursement scheme will carry forward into the renewal period until the 90 day notice period has elapsed.
5. Subcontract Renewals - upon renewal of a MSA Subcontract with the same Subcontractor, individuals of that Subcontractor working to the same work scope, unless there has been a break of more than 12 months, the per diem limitations set forth herein will continue to apply based on the initial Subcontract award date that started the effort.

### **Invoicing for Travel Expenses**

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

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

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

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

Further information about travel



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### **F.8 Reimbursement of Overtime – Staff Augmentation Subcontracts**

(C38) Rev. 0 3/14/2011

Subcontractor personnel providing professional and staff augmentation support under this Subcontract are expected to work the hours necessary to accomplish the task. This may require them to work casual overtime beyond the base work hours (40 hours in a Monday-Friday work week or 80 hours in a two week billing schedule), and should be taken into consideration when identifying job position and salary levels.

Reimbursement for hours worked by these individuals above the base will be considered when all of the following conditions are met; (1) the work hours were directed by the Contract Specialist or when delegated, the Buyers Technical Representative (BTR), (2) the total hours worked exceed 50/100 hours weekly/biweekly and (3) the fully burdened billing rate for these individuals is not greater than \$75 per hour.

The cognizant Contract Specialist must pre-approve reimbursement for overtime hours and individual billing rates outside any of these guidelines. As a general rule these overtime rates will not be approved except under unusual and unique circumstances.

### **F.8 F.9 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.

### **F-10 PROGRESS PAYMENTS**

(H16) Rev. 1 3/22/2011

Progress payment(s) method at a payment rate of two (2) Milestone payments shall apply to the Transition portion of this Subcontract.

Progress payments shall be made as follows:

Transition Milestone Payment 1: STBD Due TBD, 2015

Transition Milestone Payment 2: STBD Due TBD, 2015



## SECTION G – SPECIAL REQUIREMENTS

### G-1 KEY PERSONNEL

#### 1. Introduction

Key Personnel are considered essential to the success of all work being performed under this Subcontract. This Clause provides specific requirements for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Subcontract fee for changes to Key Personnel, and identification of all Key Personnel for this Subcontract.

#### 2. Key Personnel Team Requirements

All Key Persons under this Subcontract are collectively referred to as the Key Personnel Team. The Subcontractor's Key Personnel Team shall consist of, at a minimum, the position of Program Manager and Project Manager. Anyone designated as Key Personnel shall be in a direct-reporting relationship with the Program Manager. The Contract Specialist and designated Buyer's Technical Representative(s) shall have direct access to the Key Personnel.

#### 3. Definitions

- a. For the purposes of this Clause, *Changes to Key Personnel* is defined as: (i) any change to the position assignment of a current Key Person under the Subcontract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed thirty (30) working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the Subcontract; or (iii) assigning a current Key Person for work outside the Subcontract.
- b. For the purposes of this Clause, *Beyond the Subcontractor's Control* is defined as an event for which the Subcontractor lacked legal authority or ability to prevent *Changes to Key Personnel*.

#### 4. Requirements for Changes to Key Personnel

- a. Each request for Key Personnel substitution must be in writing to the Contract Specialist and contain a detailed explanation of the circumstances and justification for the proposed substitution.
- b. The Subcontractor shall notify the Contract Specialist and request approval in writing at least sixty (60) days in advance of any changes to Key Personnel.
- c. The Subcontractor shall not make a change in Key Personnel without prior written approval of the Contract Specialist.





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- d. No Key Person position shall remain vacant for a period more than thirty (30) days following Contract Specialist approval of a change in Key Personnel.
- e. Approval of changes to Key Personnel is at the unilateral discretion of the Contract Specialist.

### 5. Replacement Requirements

- a. Subcontractor requested replacements must also contain a complete resume for the proposed substitute and any other information requested by the Contract Specialist needed to evaluate the proposed replacement.
- b. Proposed replacements must meet the Statement of Work and Subcontract Key Personnel and position requirements.

### 6. Subcontract Fee Reductions for Changes to Key Personnel

- a. ~~Notwithstanding approval by the Contract Specialist, any time the Program Manager (the initial Program Manager or any substitution approved by the Contract Specialist) is changed for any reason within two (2) years of being placed in the position, Available Fee will be reduced by \$100,000 for each and every occurrence of a change to the Program Manager. A change to the Program Manager beyond the Subcontractor's control shall not result in a reduction of fee under this paragraph.~~
- b. ~~Notwithstanding approval by the Subcontract Specialist, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contract Specialist) is changed for any reason within two (2) years of being placed in the position, Available Fee will be reduced by \$50,000 for each and every occurrence of a change to the Key Person. A change to a Key Person other than the Program Manager beyond the Subcontractor's control shall not result in a reduction of fee under this subsection.~~
- c. ~~The Subcontractor may request in writing that the Contract Specialist consider waiving all or part of a reduction in Subcontract fee. Such written request shall include the factual basis for the request. The Contract Specialist shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in Subcontract fee.~~

### 7.6. Key Personnel for this Subcontract

The list of Key Personnel for this Subcontract will be amended during the course of the Subcontract to add or delete Key Personnel as approved by the Contract Specialist. The following is the current list of Key Personnel for this Subcontract:

| <u>Name</u> | <u>Position</u> |
|-------------|-----------------|
| TBD         | Program Manager |
| TBD         | Project Manager |



### 8.7. Description of Key Personnel

#### **Program Manager**

The Program Manager should have a Bachelor of Arts (BA)/ Bachelor of Science (BS) degree or equivalent and ten (10) plus years of experience in the Content & Records Management industry. The individual should have the skills and expertise to organize, direct, and manage contract operation support functions, involving multiple, complex, and inter-related projects. The individual should have extensive and verifiable experience in managing teams of project support personnel executing a diverse and broad set of Content & Records Management work activities. The individual should have the skills to maintain and manage client interfaces at senior levels of the client organization, understand and meet with customers and contractor personnel to formulate and review task plans and deliverable items, and ensure work is executed in compliance with contract requirements and in conformance with program schedules, costs, and performance metrics.

The individual shall have the skills to work with executives within a customer organization to formulate enterprise-wide business and/or technical Content & Records Management product and/or service strategies. The individual should have a high level of technical and project management expertise combined with excellent planning, coordination and communication skills, as well as the ability to create and manage multiple integrated project teams. The individual should have clear understanding of the regulations and use best practices methodologies for managing enterprise level Content & Records Management services. The individual should have the skills to interface at the organization and professional levels to interface with or acquire Content & Records Management skill sets as needed.

The individual should have the skills to maintain and manage interfaces between customers and Content & Records Management resources, and to understand, track, and communicate any contract, network, system, or service performance issues. The individual needs to understand, capture, and report on various performance metrics.

#### **Project Manager**

The Project Manager should have a Bachelor of Arts (BA)/Bachelor of Science (BS) degree or equivalent and six (6) plus years of experience in managing complex enterprise level projects across a wide spectrum of Content and Records Management processes and services. The individual should have skills and verifiable experience of ensuring a consistent methodology and graded approach is used across all projects. The individual should have the skills to interface at the organization and senior levels to acquire, maintain, and release Content & Records Management professional resources as needed throughout the project life cycle. The individual should have the skills and experience in analyzing new and complex project-related problems and creating innovative solutions involving finance, scheduling, technology, methodology, and tools.



### G-2 BENCHMARKING CLAUSE

The Buyer will, at its own cost and expense, obtain the services from an industry-recognized independent third party (Benchmarker) to benchmark Content and Records Management services. The Buyer intends to benchmark 40% of the Content and Records Management service once every 24 months during the period of performance. Each benchmark exercise is considered a collaborative effort with the Buyer and the Subcontractor being equal stakeholders. Both parties shall cooperate with the reasonable requests of the Benchmarker for any information or data related and necessary for benchmarking the Content and Records Management services.

The Subcontractor shall engage and support the Benchmarker in an objective measurement and comparison of the Content and Records Management service provided under this subcontract to similar industry comparison groups. Comparison Groups are entities that use a similar methodology or strategy to process, maintain, store, and manage record services, or entities that deliver comparable Content and Records Management services to entities similar to Hanford. The Buyer will choose a Benchmarker with sufficient expertise in benchmarking Content and Record Management services similar to Hanford that is not a competitor of the Subcontractor. Buyer will select what services will be benchmarked using the work breakdown structure of the statement of work.

Information provided by the Subcontractor to the Benchmarker is subject to a mutually agreed to confidentiality agreement. Prior to conducting the benchmark, the Benchmarker will execute appropriate confidentiality agreements. If the Subcontractor elects to not participate and/or support the benchmarking effort, the Subcontractor shall provide the Buyer a one-time credit equal to 10% of the Subcontractor's price for the work breakdown structure elements identified for benchmarking.

The benchmark process is as follows:

1. The Buyer will notify the Subcontractor of the Benchmarker selected, which designated services will be benchmarked, and the approximate date(s) for the effort.
2. The Benchmarker will provide the methodology to be used for benchmarking the designated services selected and establish the appropriate confidentiality agreements.
3. The Benchmarker will work with the Buyer and Subcontractor to develop a mutually agreed to project plan that outlines the tasks, duration, milestones, and the roles and responsibilities for each party.
4. The Subcontractor, the Benchmarker, and the Buyer will conduct the benchmark in accordance to the selected methodology. At a minimum the



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benchmarking project will have the following phases:

- a. — Collection of data needed for the benchmark comparison;
- b. — Identification and Agreement of the comparison group and data normalization process;
- c. — Workshops and review meetings for data collection and validation;
- d. — Comparing and reporting on data collected against comparison group;
- e. — Reconciliation of the benchmark results.

The Subcontractor is responsible for their cost incurred in executing the benchmark project. Activities to be performed by the Subcontractor shall include:

- — Assigning a project lead to the benchmark effort;
- — Provide reasonable effort to support the benchmark project plan;
- — Accurately collect, validate and submit applicable data to the Benchmarkers;
- — Provide the appropriate level of executives, managers and subject matter experts in the workshops and reviews.

If the final results indicate that the benchmark charges are within 95% the Subcontractor's pricing for the applicable benchmarked service than no price change is required by the Subcontractor. If the benchmark charges are found to be less than 95% of the Subcontractor's pricing for the applicable benchmarked services, then by the next billing cycle the Subcontractor's shall lower their price, up to 3%, to meet the 95% threshold. If a 3% price reduction does not achieve the 95% threshold, the Subcontractor, at their own expense, shall provide:

- a. — a price reduction plan within 30 days to the Buyer on how they intend to achieve the 95% benchmark target, or
- b. — alternate benchmarking within 30 days, at their own expense and without impact to Subcontract operations, that substantiates the Subcontractor's competitive pricing, or
- c. — provide pricing reductions to the applicable benchmarked services to meet the 95% threshold target.

If after the 30-day period the Subcontractor has neither provided an acceptable price reduction plan, an alternative benchmarking that substantiates their pricing, or has not adjusted the price of the applicable benchmarked service the Buyer reserves the right to: terminate the service with Subcontractor; proceed to the General Provision clause entitled Resolution of Disputes; and/or continue to require Subcontractor to perform under the existing agreement. Should the Buyer elect to terminate the service under this provision, the termination will be handled as a termination for convenience.



## G-3 WITHDRAWAL OF WORK

1. The Buyer may, at its option and during the performance of this Subcontract unilaterally have any of the work contemplated by the Statement of Work, of this Subcontract performed by either another Subcontractor or to have the work performed by Buyer's employees
2. Work may be withdrawn:
  - a. In order for the Buyer to conduct pilot programs;
  - b. If the Subcontractor's estimated cost of the work is considered unreasonable;
  - c. For less than satisfactory performance by the Subcontractor; or
  - d. For any other reason deemed by the Contract Specialist to be in the best interests of the Government.
3. If the withdrawn work has been authorized under the Performance Measurement Baseline for the current year, the work shall be terminated in accordance with the procedures in the General Provisions Clause entitled, Termination for Convenience.
4. If any work is withdrawn by the Contract Specialist, the Subcontractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

## G-4 TESTING DESIGNATED POSITION (TDP)

(H105) Rev. 0 3/14/2011

The positions designated below have been identified "Testing Designated Positions (TDPs)" for performance of this Subcontract and as required in DEAR 970.5223-4, 10 CFR 707 (Workplace Substance Abuse Program [WSAP] at DOE Sites). The WSAP applies to all personnel working in positions that are directly involved with duties whereby failure of an employee to adequately discharge his or her position could significantly harm the environment, public health or safety, or national security.

Subcontractor employees working in TDPs will undergo random testing as described in with the MSC Workplace Substance Abuse Program (WSAP). Buyer will treat all such testing and results as confidential personal data, and confide any positive results only with designated Subcontractor points of contact. Copies of the MSC WSAP Operational Plan and



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Subcontractor Substance Abuse Testing Process are available upon request. These documents are to be shared only with those that have a need to know for the purpose of performing this Subcontract.

Subcontractor employee(s) assigned to Testing Designated Positions must pass WSAP testing prior to Subcontract award and on a continuing basis as a condition of acceptable Subcontract performance.

A Subcontractor employee who is reported by the testing Subcontractor to have failed the test will be immediately removed from the site and:

- Will be denied access to the site, and
- May cause the Subcontractor to be considered in material violation of the Subcontract.

If a Subcontractor employee refuses to comply with the testing process they will be treated in all respects as if tested positive for an illegal drug.

TDP(s) & designated Subcontractor Personnel are identified below:

| <b>SECURITY CLEARANCE REQUIRED/DRUG TESTING DESIGNATED POSITIONS</b> |   |                                     |
|--|---|-------------------------------------|
| <b>IT SERVICES</b>   |   |                                     |
| <b>#Personnel Required</b>   | <b>Position Description</b>   | <b>Subcontractor Personnel Name</b> |
| 4  | Records Holding Area Specialists for Long Term Records Storage – Records Holding Area Specialist (Classified Records) |                                     |
| 2  | Records Specialists for Inventory & Schedule Management –(search and retrieval for sensitive information)             |                                     |
| 2  | Tech editors (editing of sensitive documents)   |                                     |
| 3  | Information Clearance Specialists   |                                     |
| TBD  | TBD   |                                     |



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### **G-5 SERVICE CONTRACT ACT OF 1965**

(H27) Rev. 4 2/24/2014

This Subcontract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in FAR 22.10. The Subcontractor will ensure that their employees are properly classified in accordance with the SCA for the work assigned and for the entire duration of this Subcontract. The Subcontractor shall pay service employees employed in the performance of this Subcontract no less than the minimum wage, and furnish fringe benefits in accordance with the appropriate job classification per the applicable Wage Determination.

The Buyer may unilaterally modify this Subcontract to incorporate revised Wage Determinations during the term of this Subcontract. If a Wage Determination (or revision) is incorporated after award and the Subcontractor has to adjust rates payable to employees covered by the SCA in order to comply with the revised minimum wages and fringe benefits, the Subcontractor may request an equitable adjustment in accordance with the SCA and other provisions of this Subcontract.

Blanket Wage Determination (BWD) 05-2569, Rev. 15, dated June 19, 2013, is applicable to work performed under this Subcontract on the Hanford Site and adjacent areas by service occupations identified in the BWD. Service occupations that will be used in performance of this Subcontract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.

A copy of the Blanket Wage Determination is available at:  
<http://www.hanford.gov/pmm/page.cfm/Other>.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <http://www.dol.gov/compliance/laws/comp-sca.htm>.

### **G-6 PROPRIETARY DATA SUBMITTALS**

(H31) Rev. 1 3/14/2011

If Subcontractor submits any data which is considered to be "Proprietary Data," the document transmitting the data, or which contains the data, shall be boldly marked indicating that the data is considered proprietary.



## G-7 DESIGNATION OF TECHNICAL REPRESENTATIVE

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: Name/phone/mail stop/email: Debbi Isom / (509) 376-5625 / H7-33 / Debra\_A\_Isom@rl.gov.

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

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

## G-8 INTELLECTUAL PROPERTY

(H44) Rev. 0 3/14/2011

Intellectual Property is defined as any one (1) or combination of the following forms of intangible property: patents, design patents, trademarks, trade names, service marks, trade dress, trade designs, trade secrets, copyrights, and licenses in any of the aforementioned forms of intangible property.

Subcontractor warrants and guarantees that: (i) title to all intellectual property and supporting data, materials, and equipment covered by any application for payment shall pass to the Government free and clear of any liens, claims, security interests, and encumbrances arising out of the work performed; and (ii) royalties and license fees for materials, methodologies, data, and systems constituting intellectual property have been paid; provided, however, that Subcontractor may withhold from delivery data characterized as "limited rights data" or "restricted computer software" and alternately deliver form, fit, and function data in lieu of the limited or restricted data themselves.





Subcontractor shall defend all suits or claims for infringement of any intellectual property rights developed for or secured on behalf of the Government and hold the Government harmless from any loss on account thereof.

### **G-9 REUSE OF LEASED IT ELECTRONIC EQUIPMENT**

(H116) Rev. 2 03/25/2013

In accordance with DOE Order 436.1, *Departmental Sustainability*, Buyer strives to reduce or eliminate environmental hazards, conserve environmental resources, minimize life-cycle cost and maximize operational sustainability through the incorporation of electronics stewardship practices thereby minimizing the economic and environmental impacts of managing toxic by-products and hazardous wastes generated in the conduct of site activities. Therefore, Buyer requires that at the end of the lease period, the equipment is to be reused, refurbished, donated, or recycled using environmentally sound management practices.

### **G-10 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 SP-5, Special Provisions – On Site Services, as well as any other technical and ES&H or quality standard/procedure from the Buyer's 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.

### **G-11 FEMP PURCHASES**

(A47a) Rev. 1 03/25/2013

When purchasing commercially available, off-the-shelf energy-consuming products, products must use no more than one watt of standby power as defined and measured by International Electrotechnical Commission (IEC) code 62301 or otherwise met FEMP specifications for low standby power consumption. If FEMP has not specified a standby power level for a product category, the item shall be the lowest standby power consumption available.



## G-12 ENERGY STAR

(A47c) Rev. 0 10/1/2009

When purchasing commercially available, off-the-shelf energy-consuming products, products must be Energy Star rated. See [www.energystar.gov](http://www.energystar.gov).

## G-13 BIOBASED PRODUCTS

(A47e) Rev. 1 2/3/2010

Buyer will give preference to acquiring Department of Agriculture designated biobased products. For more information to this program see [www.biopreferred.gov](http://www.biopreferred.gov).

The following link provides a listing of the current designated products in this category: <http://www.hanford.gov/pmm/page.cfm/Biobased>

## G-14 MINIMUM RECOVERED CONTENT REQUIREMENT

(A48) Rev. 3 03/25/2013

In support of the Buyer preference to use environmentally conscious products associated with this procurement, any product(s) proposed under this Solicitation identified at <http://www.hanford.gov/pmm/page.cfm/EPA> must meet the recycle content level set forth therein.

Failure to meet these minimum levels may be grounds for a non-responsive proposal and not eligible for award. Signature on the face of this Solicitation specifically acknowledges compliance with this requirement.

At the conclusion of Construction Subcontracts with Buyer, the Subcontractor shall provide to the Buyer data on the quantity and dollar values of such products used on the resultant Subcontract. The Buyer form is available at <http://www.hanford.gov/pmm/page.cfm/Construction>.

## G-15 SAFETY REQUIREMENTS

The Subcontractor and its Subcontractors shall be responsible to comply with State, Federal, and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.



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For onsite work, the Subcontractor shall perform work in compliance with facility-specific procedures and requirements documents applicable to the work area and On-Site Terms and Conditions (SP-5). All work activities will be conducted in accordance with approved site policies, plans and procedures.

The Subcontractor shall take appropriate action, up to and including stopping work, and immediately notify the BTR if an unplanned risk or hazard is discovered that is not covered by directions provided by Buyer. This action includes notifying the BTR if the work exposes their workers to hazards that require medical monitoring.

The Subcontractor shall identify a member of its staff as the "Designated Safety Representative". The Designated Safety Representative shall work cooperatively with the Buyer's Safety Advocate to:

1. Assure the Training Requirements Matrix is current;
2. Assure Subcontractor's employees comply with Environmental Safety Health and Quality (ESH&Q) requirements stated herein;
3. Assess Subcontractor's work for improvement opportunities, prepare corrective action plans, implement corrective actions in a timely manner, and track deficiencies and actions until satisfactorily closed using Buyer's Corrective Action Management System;
4. Perform Subcontractor's corporate reporting requirements, as necessary; and
5. Assist Buyer's Safety Advocate with incident and accident investigations.

### **G-16 ELECTRICAL SAFETY REQUIREMENTS**

Unless otherwise approved by Buyer, all electrical control panels and electrical equipment [a general term including material, fittings, devices, appliances, luminaries (fixtures), apparatus, and the like, used as a part of, or in connection with, an electrical installation] delivered or brought onto the site in performance of this subcontract must be listed or labeled by an organization currently recognized by OSHA as a nationally recognized testing laboratory (NRTL).

### **G-17 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) CERTIFICATION**

This Subcontract will require (1) access to classified matter; (2) access to Special Nuclear Material; (3) responsibilities for safeguarding \$5M+ of government property; and/or (4) unescorted access to a limited/protected area, therefore a FOCI determination will be required in order to grant a security clearance for this subcontract.



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The Subcontract award may be delayed until a satisfactory FOCI determination is received from the Department of Energy. The successful OFFEROR is then granted a facility clearance. The Subcontractor must resubmit a FOCI package once every five years or submit changes sooner if significant changes in ownership, control, or influence occur.

### SECTION H – SUBCONTRACT CLAUSES

#### H-1 LIMITATION OF LIABILITY – SERVICES

(I36) Rev. 0 3/14/2011

1. 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), the 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.
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, 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 contracting parties, in all lower-tier subcontracts over \$25,000.

### H-2 INFORMATION SECURITY INSURANCE COVERAGE

In addition to insurance coverage described in Special Provisions (SP-5) – On Site Services, Subcontractor shall obtain, at Subcontractor's expense, and keep in effect during the term of this Subcontract, Professional Liability Insurance. The insurance shall cover any damages caused by an error, omission or any negligent act of the Subcontractor, its subcontractors, agents, officers, or employee's performance under this Agreement. Combined single limit per claim shall not be less than \$1,000,000.00. Annual aggregate limit shall not be less than \$2,000,000.00.

Subcontractor shall include Buyer as a Vicarious Insured entity under the Professional Liability Insurance policy.

### H-3 OPERATING LEVEL AGREEMENT (OLA)

#### 1. INTRODUCTION

In accordance with Section 2, Purpose of Operating Level Agreement below, MSA, [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] shall enter into the Operating Level Agreement. This Operating Level Agreement outlines the purpose, proposed guidelines and enforcement measures that shall govern the creation of the Operating Level Agreement. The Operating Level Agreement will be created in accordance with the Transition Plan, which the Parties expect will be no later than 30 days following execution of [OFFEROR]'s agreement with Service Provider #2. The goals of the Operating Level Agreement are to: (1) set forth a framework that describes how the Services performed by [Information Management Support Services Subcontractor] and the services performed by [Field Services Subcontractor] are interrelated; (2) create a structure for collaboration among the OLA Parties; and (3) create a structure for accountability to meet service and service level obligations set forth in the Agreements with each Service Provider. [Information Management Support Services Subcontractor] and [Field Service Subcontractor] are sometimes hereinafter jointly referred to as the "OLA Providers" or "OLA Parties".

#### 2. PURPOSE OF OPERATING LEVEL AGREEMENT.

[OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] will negotiate, in good faith, to enter into a tripartite Operating Level Agreement with the purpose of achieving the following:



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- 2.1 Identify the “dependent” and “responsible” parties for each component of interdependent scope and acknowledge the interdependencies of the Service Levels and Designated Services with the services provided by each party;
- 2.2 Agreeing upon the responsibilities of [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] relating to such interdependencies that will allow for seamless service delivery to MSA;
- 2.3 Identifying demarcation lines between the technical scopes for service and service level responsibility among the OLA Parties;
- 2.4 Creating processes and responsibilities for root cause analyses;
- 2.5 Ensuring that [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor] will share confidential information with one another, as necessary, to resolve problems and enhance the overall service delivery quality to MSA, subject to the Parties’ agreement to maintain the confidentiality of such information; and
- 2.6 Creating governance processes and procedures geared toward cooperation, which will be coordinated through the MSA. At a minimum, [OFFEROR] will present information at periodic program reviews at which [OFFEROR] and the OLA Providers will address any cross vendor concerns and to foster partnering between each other.

### **3. CERTAIN AGREED UPON METHODS TO IDENTIFY INTERDEPENDENCIES**

The OLA will include a methodology by which the OLA Parties will identify interdependencies with respect to delivery of the Designated Services under their Agreement(s). As part of that methodology:

- 3.1. Each OLA Party will identify, in an Attachment to each subcontract, the significant dependencies between the responsibilities of [OFFEROR], [Information Management Support Services Subcontractor] and [Field Service Subcontractor];
- 3.2. Where an OLA Provider that has responsibility for a Service or Service Level under its agreement (the “Responsible Service Provider”) identifies dependencies upon the other OLA Provider (the “Dependent Service Provider”), the Dependent Service Provider will verify the dependencies cited by the Responsible Service Provider;
- 3.3. The OLA Providers will negotiate the terms of dependencies where there is disagreement over the dependencies; and



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- 3.4. The OLA Providers will identify operational and service delivery touch-points between their responsibilities and document how they will interact with each other with respect to those touch-points. On the basis of that analysis, the OLA Providers will develop for use in the Operating Level Agreement an activity/responsibility matrix that identifies each OLA Provider's support responsibilities, support hand-off points, time frame commitments for responding to support requests from the other Service Provider, escalation processes, and points of contact.

### **4. ROOT-CAUSE ANALYSES AND SERVICE LEVEL CREDITS**

- 4.1. Unless and to the extent that the Dependent Service Provider is excused from performance under the Dependent Service Provider's agreement with [OFFEROR], at any time that a Dependent Service Provider fails to meet a dependency related to a Service Level under the Responsible Service Provider's agreement with [OFFEROR] that results in a failure of the Responsible Service Provider to meet the Expected Criteria for such Service Level, then:
- (a) The Dependent Service Provider shall conduct a root cause analysis, with the support of the Responsible Service Provider, to determine the cause of the failure and provide a copy of the root cause analysis and a briefing to MSA for approval;
  - (b) The party responsible for the failure as determined through the root cause analysis will develop and perform a Corrective Action Plan (CAP) to remedy the cause of the failure;
  - (c) If the party responsible for the failure either fails to create or fails to perform the CAP, then the responsible party may be subject to the penalty, up to and including termination, in accordance with the terms of its subcontract with MSA;
  - (d) This section does not relieve the Dependent Service Provider from their contractual responsibilities to provide services in accordance with their subcontract.

### **5. DISPUTE RESOLUTION**

- 5.1 The Service Providers signatory to this agreement will use their best efforts to resolve all interdependency issues or conflicts between themselves. Service Providers shall immediately notify MSA of any issues or conflicts that could in any way impact Content and Records Management services being provided under the Service Provider Subcontracts. MSA will immediately call for a meeting to resolve any unresolved issues or conflicts between the Service Providers. MSA will notify each of the Service Providers of its decision regarding the issue or conflict, which decision shall be final.



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- 5.2 The Service Providers signatory to this agreement acknowledge and agree that any final decision which may be necessitated under this provision shall not be evidence of any claim of entitlement under the Service Provider Subcontract, and each signatory service provider agrees to waive any claim, right, or cause of action or any kind whether in contract, tort or otherwise as a result of MSA's final determination regarding any interdependency dispute between the Service Providers.

### **SECTION I – LIST OF DOCUMENTS, FORMS, AND OTHER ATTACHMENTS**

The provisions, forms, documents and attachments listed below 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.

#### **Attachment 1 - STATEMENT OF WORK, INFORMATION MANAGEMENT SUPPORT SERVICES**

#### **Attachment 2 - PRICE SCHEDULES**

Fixed Price  
Fixed Unit Rate  
Time & Material  
Hourly Labor Rate

#### **Attachment 3 - GENERAL PROVISIONS FOR COMMERCIAL ITEMS**

#### **Attachment 4 - GENERAL PROVISIONS FOR FIXED PRICE ITEMS (APPLIES TO LINE ITEM 1 AND LINE ITEM 2)**

#### **Attachment 5 - GENERAL PROVISIONS FOR SUBCONTRACTED LABOR (APPLIES TO LINE ITEM 2 AND LINE ITEM 3)**

#### **Attachment 6 - SPECIAL PROVISIONS - ON-SITE SERVICES**

#### **Attachment 7 - SPECIAL PROVISIONS – SOFTWARE**





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### List of Procedures:

Attachment TBD: MSC-PRO-10588, Latest Revision - Records Management Processes

Attachment TBD: MSC-PRO-10863, Latest Revision – Control of Notebooks and Logbooks

Attachment TBD: MSC-PRO-184, Latest Information – Information Protection and Clearance

Attachment TBD: MSC-PRO-211, Latest Revision – Administrative Record File and Public Information Repositories

Attachment TBD: MSC-PRO-232, Latest Revision – Project Files Management

Attachment TBD: MSC-PRO-31304, Latest Revision – Audiovisual, Cartographic, and Architectural Records

Attachment TBD: MSC-PRO-32281, Latest Revision – Electronic Records Management

Attachment TBD: MSC-PRO-604, Latest Revision – Controlled Information Numbering System

Attachment TBD: MSC-PRO-9679, Latest Revision – Control of Administrative Plans, Reports, Studies, and Description Documents

Attachment TBD: MSC-PRO-9685, Latest Revision – Control of Speech Articles and Exhibits

Attachment TBD: MSC-RD-210, Latest Revision – Records Management Program

Attachment TBD: MSC-RD-8310, Latest Revision – Document Control Program

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**ATTACHMENT 1- CONTENT AND RECORDS MANAGEMENT  
STATEMENT OF WORK**

Revision 1



## Mission Support Alliance

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Modification No.

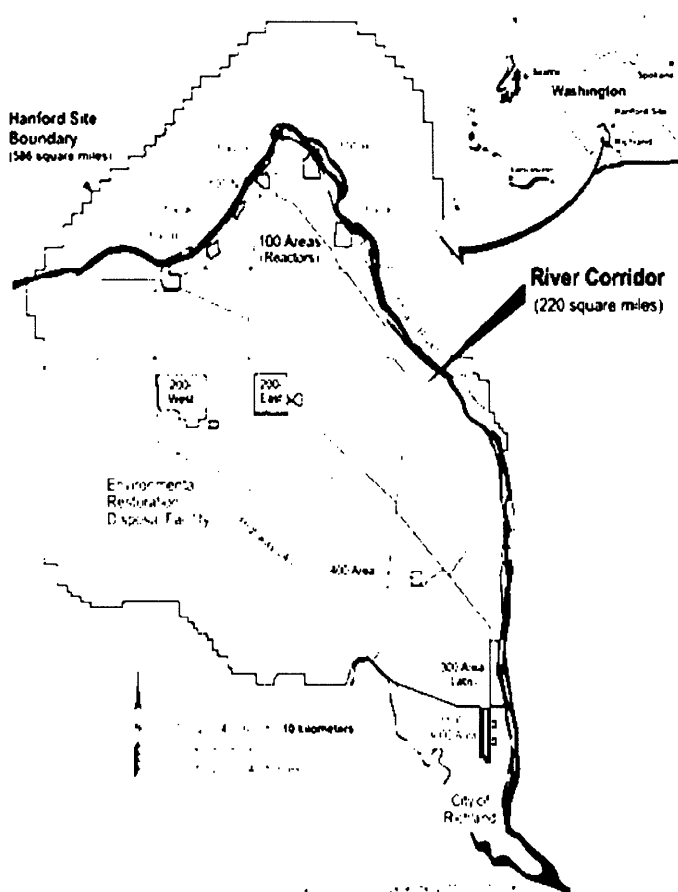
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### Content and Records Management Statement of Work

## INTRODUCTION

This Statement of Work (SOW) encompasses the base scope of work to be furnished by the Subcontractor to the Mission Support Alliance Information Management (MSA IM) organization for Content & Records Management support services at the Hanford Site. The Subcontractor support services includes Content & Records Management support services for the U.S. Department of Energy (DOE), their contractors, and other tenants performing work in support of the Hanford Site cleanup mission. The primary goal of this subcontract is to support and enable

Figure 1. Hanford Site.



the successful execution of the Hanford mission and associated activities by providing effective, efficient, and innovative Content & Records Management solutions.

MSA Content & Records Management organization considers the Subcontractor a critical partner in providing and maintaining a portfolio of Content & Records Management services that adds value to the Site business process while securely protecting and delivering needed information.

Mission Support Alliance, LLC (MSA) is the U. S. Department of Energy Richland Operations Office's (DOE-RL) prime contractor performing the Hanford Site's Mission Support Contract (MSC). Under the MSC, MSA provides direct support to DOE and its prime contractors with cost-effective Content & Records Management services integral and necessary to

accomplish the Hanford Site environmental cleanup mission. The Hanford Site is approximately 586 square miles and located in southeastern Washington, as shown in Figure 1.



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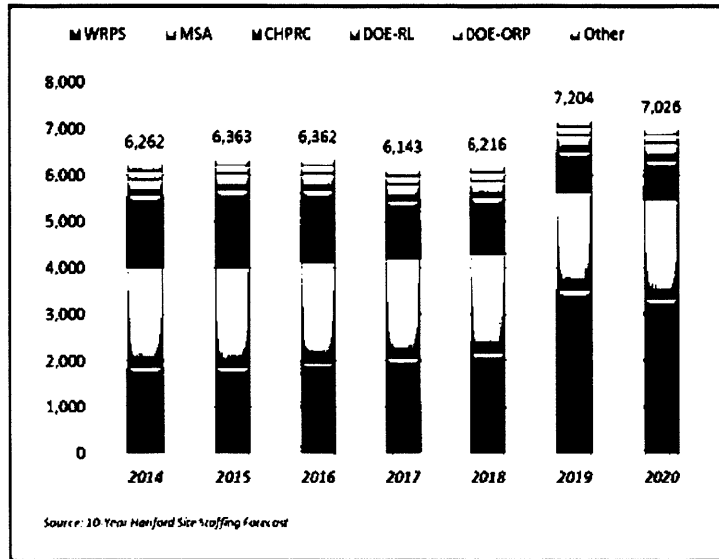
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## Content and Records Management Statement of Work

**Figure 3. Employee Population Supported by IM/IT.**

2



MSA's scope includes five primary functions: 1) Safety, Security and Environment; 2) Site Infrastructure and Utilities; 3) Site Business Management; 4) Portfolio Management; and 5) Information Resource and Content Management, which includes Information Management/ Content & Records Management services.

### Subscriber Demographics

The population base of MSA IM organization subscribers consists of two DOE offices, three large prime contractors, the prime contractors' subcontractors, and other tenants with smaller employee counts

executing work in support of the Hanford Site mission (Figure 2). The ratio of office workers to non-office workers is 68 percent and 32 percent respectively, and projected to remain stable through fiscal year (FY) 2020.

### IM Service Demographics

The employee base shown in Figure 2 uses various MSA IM Content and Records Management services based on their specific mission and business processes. Table 1 shows the approximate number of service requests processed on an annual basis for Content and Records Management. In addition the Hanford Site manages approximately 8 million electronic records.

**Table 1. Various Annual Service Requests**

| Request Vehicle                | Description  | Annual Average Request  |
|--------------------------------|--|---|
| Content and Records Management | Average number of requests processed by Content and Records Management | 816,904 Electronic records captured<br>2,500 Boxes received in local Record Holding Area (RHA)<br>2,500 Boxes shipped to Federal Record Center (FRC) in Seattle<br>250K Records scanned<br>24,086 Documents released for configuration management<br>212,815 Pages reviewed for public release<br>19,982 Record inquiries or support request calls<br>17,145 Record inquiries or support request emails |

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**Acronyms and Abbreviations (2 Pages)**

| <b>Acronym</b> | <b>Acronym Expanded</b>   |
|----------------|---|
| AR             | Administrative Records  |
| ATL            | Advanced Technologies and Laboratories                              |
| BTR            | Buyers Technical Representative                                     |
| CAM            | Corrective Action Management  |
| CHPRC          | CH2M HILL Plateau Remediation Company                               |
| COTS           | Commercial off-the-shelf  |
| DMCS           | Document Management & Control System                                |
| DoD            | U.S. Department of Defense  |
| DOE            | U.S. Department of Energy   |
| DOE-OSTI       | Department of Energy Office of Scientific and Technical Information |
| DOE-RL         | Department of Energy Richland Operations Office                     |
| DR/COOP        | Disaster Recovery/Continuity of Operations Planning                 |
| EEOICPA        | Energy Employees Occupational Illness Compensation Program Act      |
| ERA            | Electronic Records Authorization                                    |
| FRC            | Federal Record Center   |
| FTE            | Full Time Equivalent  |
| GSA            | General Services Administration                                     |
| HDNS           | Hanford Document Numbering System                                   |
| HIRS           | Hanford Integrated Records Schedule                                 |
| HISI           | Hanford Information System Inventory                                |
| HPMC           | Hollie P. Mooers Corporation  |
| IDMS           | Integrated Document Management System                               |
| IIF            | Issue Identification Form   |
| IM             | Information Management  |
| IT-SMS         | Information Technology Service Management System                    |
| KPIs           | Key Performance Indicators  |
| MSA            | Mission Support Alliance  |
| MSA IM         | Mission Support Alliance Information Management                     |
| MSA IT         | Mission Support Alliance Information Technology                     |
| MSC            | Mission Support Contract  |
| NARA           | National Archives and Records Administration                        |
| NIOSH          | National Institute for Occupational Safety and Health               |
| O&M            | Operations & Maintenance  |



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**Content and Records Management Statement of Work****Acronyms and Abbreviations (2 Pages)**

| <b>Acronym</b> | <b>Acronym Expanded</b>                         |
|----------------|---|
| OCR            | Optical Character Recognition                   |
| OCRWM          | Office of Civilian Radioactive Waste Management |
| OHC            | Other Hanford Contractors                       |
| OLA            | Operating Level Agreement                       |
| OS             | Operating System                                |
| OSTI           | Office of Scientific and Technical Information  |
| PDF            | Portable Document Format                        |
| PDW            | Public Document Website                         |
| PII            | Personally Identifiable Information             |
| PIR            | Public Information Repository                   |
| PMI            | Project Management Institute                    |
| PMO            | Project Management Organization                 |
| QA             | Quality Assurance                               |
| QC             | Quality Control                                 |
| RHA            | Record Holding Area                             |
| RIDS           | Records Inventory and Disposition Schedule      |
| RIM            | Records & Information Management                |
| RIMScan        | Records and Information Management Scanning     |
| RMAP           | Records Management Access Portal                |
| ROM            | Rough Order of Magnitude                        |
| RTF            | Record Transfer Form                            |
| SCR            | System Change Request                           |
| SITS           | Security Issues Tracking System                 |
| SME            | Subject Matter Expert                           |
| SOW            | Statement of Work                               |
| SQL            | Structured Query Language                       |
| STI            | Scientific and Technical Information            |
| TPA            | Tri-Party Agreement                             |
| WCH            | Washington Closure Hanford                      |
| WRPS           | Washington River Protection Solutions LLC       |

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**1.0 PROGRAM AND PROJECT MANAGEMENT SUPPORT SERVICES****1.1 Program Management Office****Objective**

The Subcontractor shall provide support to the Mission Support Alliance (MSA) Content & Records Management organization as defined in this statement of work (SOW) to enable the successful execution of the Hanford mission and associated activities by providing effective, efficient, and innovative information and records management solutions for the DOE, the Hanford Site contractors, and other tenants doing business on the Hanford Site.

**Business Expectations**

The Subcontractor is expected to support the MSA Information Management (IM) Content & Records Management organization in the operation and management (O&M) of the Hanford Site's Content & Records Management program. This includes, but is not limited to:

- Content & Records Management support services
- Technical Editing and Technical Writing support services
- Document Control and Information Clearance support services.

The MSA IM Content & Records Management organization expects the Subcontractor to support them in expanding the use of Content and Records Management as commercial services when prudent and approved by MSA. This includes, but is not limited to:

- Reducing the unit and overall cost of commodity Content and Records Management services at Hanford
- Developing Content and Records Management services that reduce costs, support cleanup efficiency, security, and worker safety that can be shared by all contractors on the Hanford Site
- Identifying more efficient and environmental friendly ways to manage Content and Records Management services
- Expanding usage-based cost models that have predefined services and rates
- Providing strategic and tactical advisory support on emerging Content and Records Management capabilities, services and requirements

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- Expanding the use of virtual services to reduce costs.

**Scope**

The Subcontractor shall provide adequate qualified staff with the skills to perform the work activities as defined in this SOW, including understanding current and future Content and Records Management trends.

The Subcontractor shall provide the necessary “skilled staff” to plan and implement IM Content & Records Management solutions that are customer-aligned, and that leverage industry best practices for the benefit of the customer. The Subcontractor labor rates shall include the costs to keep their staff current on emerging and changing Content and Records Management through conferences and training.

The Subcontractor shall provide the following program management operation and maintenance requirements as applicable to each section of the SOW.

- Interface with Hanford Site IM Content & Records Management subscribers and external customers regarding operations and maintenance solutions and issues
- Schedule any work that interrupts or adversely impacts a significant portion or essential function of a service or system outside of the Site’s normal working hours
- Provide fully qualified individuals including on-call support outside of normal working hours to resolve a major issue, and dispatch to the Site as necessary to satisfy MSA commitments and requirements
- Ensure the implementation of any new solutions or processes executed under this contract operate at or better than the current performance
- Provide data call requests, operations, maintenance, project and performance status reports and submittals, including associated reviews, as directed by MSA
- Provide technical recommendations and support for MSA acquisition of hardware, software and other purchase services that align with Hanford Site fiscal year budget planning cycles
- Use the MSA supply chain system for ordering and obtaining software, equipment and Cservices purchased, following MSA approval
- Assign, track, update status, and coordinate the final completion of corrective actions in MSA’s Security Issues Tracking System (SITS) and Issue Identification Form (IIF) Corrective Action Management (CAM) systems

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- Notify the MSA Contract Specialist, the MSA Master Buyers Technical Representative (BTR), and the assigned MSA BTR overseeing applicable scope when a metric has been updated and posted to the IM Dashboard or other designated share area
- Actively participate and support the MSA Technical Baseline Change process as it relates to each section of the SOW.

The Subcontractor shall provide the following program management planning functions applicable to the scope in each section of this SOW.

- Identify IM Content & Records Management investment opportunities that Hanford Site cleanup contractors can use to increase their productivity
- Collaborate with MSA in the development and/or modernization of IM Content & Records Management solutions to better meet Hanford Site business needs
- Review and provide assessments of new or changing requirements, including external and internal influences that will affect Content and Records Management.

The Subcontractor shall provide the following program management strategic and technology roadmap support services for products and service as applicable to each section of this SOW as they mature through their lifecycle.

- Assist MSA in anticipating and reacting to major Content and Records Management changes
- Identify products or service that can be acquired as a usage based service, and if approved, assist in the conversion
- Identify, recommend and implement when approved, IM Content & Records Management solutions that improve performance of Hanford Site business processes, integrate record information into business processes, and/or simplify compliance reporting requirements
- Support MSA in the development of strategic plans, objectives, and measurements; provide progress reporting on those objectives and measurements.

The Subcontractor shall provide the following project management disciplines using a graded approach that varies based on the size and complexity of the scope being executed.

- Work with MSA to develop a common understanding for defining projects, tasks and actions, and the amount of management rigor required for each category

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- Support the management and reporting requirements for projects, tasks and actions
- Develop and execute a standard project management methodology for IM Content & Records Management projects from project concept to execution.

The Subcontractor shall enter into good faith negotiations with the MSA Information Management Subcontractor to establish an Operating Level Agreement (OLA) for providing and acquiring support from each MSA Subcontractor respectively. See Terms and Conditions for OLA requirements.

**Service Demands**

The Subcontractor shall provide all management, technical, administrative and subject matter experts (SMEs) to support the general requirements as they apply to each section of the SOW. General SOW requirement demands as defined in this section are typical for a Records program with the scope, size and complexity of Hanford.

**Deliverable**

Deliverables will be identified in each section of the SOW as applicable to that section.

**Subcontractor Performance Measurements**

MSA intends to have quarterly IM Content & Records Management performance reviews with the Subcontractor. The performance reviews provide a structured format (scorecard) for constructive feedback on Subcontractor service performance. It also provides an opportunity for the Subcontractor to provide constructive feedback to MSA on business process improvements.

The services under this subcontract directly support the DOE and mission contractors; because Content & Records Management services are integral to the environmental cleanup mission at Hanford, performance focus will be weighted toward delivering value-added quality Content and Records Management services. The performance evaluation scorecard will contain both objective and subjective feedback to maximize the efficiency and effectiveness of the Content and Records Management services delivered to improve the value to the cleanup mission and business relationships with the end users. The following strategic areas are the key focus points:

- Enable contractors to achieve their cleanup mission by providing reliable IM Content & Records Management services
- Enable site contractors to reduce costs of site cleanup by leveraging new or improved IM Content & Records Management services
- Deliver services that support customer key milestones and regulatory commitments

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- Realize efficiencies by consolidating, integrating, and centralizing IM Content & Records Management services
- Maintain high standards for workmanship safety and information management
- Provide leadership, particularly Key Personnel, in addressing issues, maintaining high levels of end user satisfaction, professionalism, and cooperation when interfacing with MSA counterparts and MSA customers.

The performance scorecard will be based on the following objective ratings.

- **Excellent:** Subcontractor has exceeded almost all of the overall cost, schedule, and technical performance requirements; performs quality work; is highly professional and works in safe manner; proactively takes an aggressive approach in identifying problems and solves problems with very little, if any, MSA involvement.
- **Very Good:** Subcontractor has exceeded many of the overall cost, schedule, and technical performance requirements; performs quality work in a safe manner with limited, low-impact rework within normal expectations; problems are usually self-identified and Subcontractor demonstrates an aggressive approach that is self-initiated to solve the problems with minimal MSA involvement.
- **Good:** Subcontractor has exceeded some of the overall cost, schedule, and technical performance requirements; performs quality work in a safe manner; performance problems are self-identified and solves basic problems without requiring MSA involvement; some re-work required has unfavorably impacted cost and/or schedule.
- **Satisfactory:** Subcontractor has met overall cost, schedule, and technical performance requirements; demonstrated some difficulty solving basic problems; some rework required has unfavorably impacted cost and/or schedule; MSA involvement is required with problem resolutions.
- **Unsatisfactory:** Subcontractor has failed to meet overall cost, schedule, and technical performance requirements of the contract; does not demonstrate an emphasis on performing quality work in a safe manner; is unable to solve problems without MSA involvement; excessive rework required with significant unfavorable impact on cost and/or schedule.

In the context of performance gaps, service demands, and industry trends, the quarterly reviews will establish path forward objectives and actions, and identify future investment strategies.

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**1.2 Business Services****1.2.1 Business Service Center Interface****Objective**

The Subcontractor shall use the MSA IT Service Management System (IT-SMS) for managing all work scope within this SOW, including records support requests, tracking performance, managing assets, capturing service billing information and for requesting services from the MSA IM Subcontractor.

**Business Expectations**

MSA expects the Subcontractor to recommend and support MSA in the continuous improvement of Content & Records Management services and use the MSA IT-SMS for MSA billing and service expense management capabilities, service provisioning processes, risk management, and determining Site service demands. The IT-SMS will track record service performance, managing IT requests and capturing service billing information that will allow MSA to reconcile the Subcontractor invoices. The goal is to:

- Simplify customer request for service processes
- Improve auditing and error detection capabilities for all service activity, particularly those related to invoices and billing
- Increase the quality and accuracy of all service related activity
- Improve visibility and understanding of IM Content & Records Management costs
- Consolidate enterprise-wide service and records inventories, ordering and billing processes.

To minimize expenses and interface complexity, the MSA IM organization expects the Subcontractor to use the MSA IT-SMS to manage enterprise records technology, resources, and services. The IT-SMS will be used by MSA to manage, track, audit, and bill end user organizations for IM Content & Records Management services. The IT-SMS is also used to provide IM Content & Records Management service demands by end user, by organizations, and by company. The Subcontractor's use of the MSA IT-SMS is vital to MSA establishing a closed loop, "order to chargeback" process across the entire enterprise.

**Scope**

The MSA IT-SMS, and associated service catalog, shall be used by the Subcontractor to capture all service requests for Content and Records Management services.

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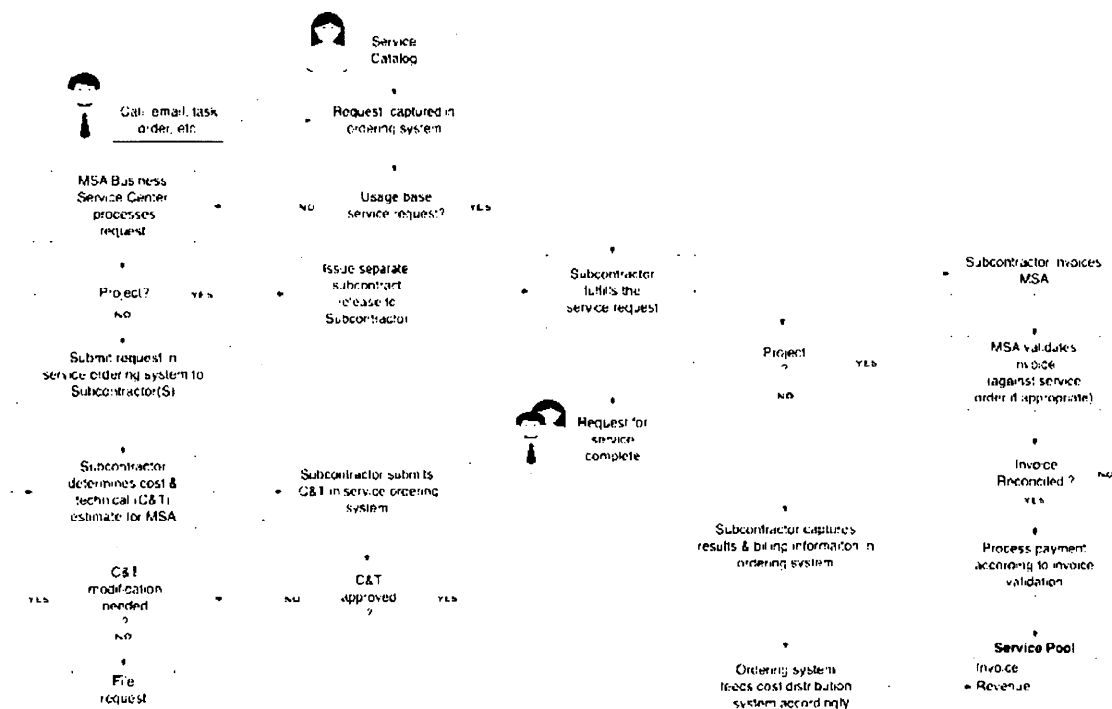
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The goal is to jointly use the MSA IT-SMS to capture service requests, document service and manage service provisioning data, provide cost estimates, track service response times, and track the accuracy of service and cost estimates.

In the execution of day to day work activities the Subcontractor shall ensure the MSA IT-SMS and associated databases that store key information are kept current with changes to the entire service provisioning and expense recovery processes under their control. This includes information pertaining to departmental billing information. The Subcontractor will support MSA to ensure business processes and the MSA IT-SMS database(s) are current and accurate.

The Subcontractor shall provide automated and manual data entry support, and system integration support to populate the MSA IT-SMS with actual hours expended and material used when applicable. The Subcontractor data entry identifies the services provided and will be used by MSA to distribute cost to applicable end user organizations. In addition, data entry must be capable of tying back to service requests in the MSA IT-SMS for MSA to reconcile and justify Subcontractor invoices. Figure 1 below provides a high level workflow of the MSA IT-SMS process and Subcontractor interfacing requirements.

**Figure 1. MSA IT-SMS Process**



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The Subcontractor's support associated with using the MSA IT-SMS shall include the following:

- Capturing, retaining, and processing expense and chargeback information for MSA
- Processing to MSA and tracking the ordering of services
- Managing equipment inventories and services, and software licensing if applicable, to IM Content & Records Management
- Establishing and managing performance and service level agreements
- Reconciling charge-back/cost distribution information against invoices
- Using system data for auditing contractual commitments, billing, and service level performance
- Providing IM Content & Records Management service expenses, and performance data in usable formats
- Managing Web service portal interfaces to automate service requests, establish automated approval processes, and provide customer order status and billing information
- Posting service demand, system and service performance for the MSA Dashboard
- Providing spreadsheets and graphical views of all services and assets: by locations, by system, by company, by organization, or by user in accordance with the capabilities of MSA IT-SMS
- Identify and support the automation of IM Content & Records Management processes.

**Service Demands**

The below table shows the approximate number of various service requests processed annually.

**Table 1. Various Annual Service Requests**

| Request Vehicle                | Description  | Annual Average Request  |
|--------------------------------|--|---|
| Content and Records Management | Average number of requests processed by Content and Records Management | 816,904 Electronic records captured<br>2,500 Boxes received in local Record Holding Area (RHA)<br>2,500 Boxes shipped to Federal Record Center (FRC) in Seattle<br>250K Records scanned<br>24,086 Documents released for configuration management<br>212,815 Pages reviewed for public release<br>19,982 Record inquiries or support request calls<br>17,145 Record inquiries or support request emails |

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**Deliverables**

- Monthly
  - Service performance reports showing number of service requests received and processed; the average start and finish duration from receipt of request
  - Invoice reconciliation reports, including correction statistics for process improvements.
- Quarterly
  - Summary of the monthly report with one-page analysis on trends and corrective actions if applicable.
- Annually
  - Summary report of yearly activities, trends and inventories with two-page analysis on service gaps and recommended path forward.

**Subcontractor Performance Measurements**

The Subcontractor's performance in support of the Business Service Center will be based on the following categories and measured by:

- Utilization of MSA IT-SMS and online service request process
- Order accuracy as it relates to scope delivered, cost and schedule estimates compared to actuals, service response times and invoice alignment with service order entries
- Quality of recommendations to reduce costs, improve delivery cycles and organizational performance

**1.2.2 Project Management Support Services****Objective**

The Subcontractor shall manage IM Content & Records Management projects within a disciplined project management organization (PMO) approach that uses industry best practices; such as those defined by the Project Management Institute (PMI®).

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**Business Expectations**

The Subcontractor IM Content & Records Management PMO should:

- Provide overarching accountability and oversight of IM Content & Records Management projects
- Ensure projects align to MSA and mission expectations and are executed from a program management perspective
- Develop and execute a standard project management methodology for IM Content & Records Management projects using a graded approach from project concept to execution, change control, closeout, operations, cost, maintenance planning, and reporting requirements
- Facilitate cross-functional and cross-organizational communication, coordination, and collaboration
- Integrate IM Content & Records Management activities with IT governance and management practices that are scalable and repeatable from a project management perspective
- Consistently deliver IM Content & Records Management projects within defined scope, schedule, and cost baselines
- Establish communications, accountability, and reporting among the sponsor, project staff, and various project stakeholders.

The goal is successful execution of the project management work scope that will ensure cost and schedule efficiency while minimizing programmatic risks.

**Scope**

The Subcontractor will effectively and efficiently implement the requirements as set forth by MSA to provide a structured, consistent, and integrated standard approach to managing IM projects. The Subcontractor shall use a formal and methodical progression for project management that applies standards, applicable to the work being executed, as set forth by the:

- PMI
- MSA procedures and policies as applicable.

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The Subcontractor shall provide a dedicated Key individual to manage and directly interface with the MSA IM Content & Records Management Program/Project Management office. The Subcontractor's Key individual shall ensure that project management practices used in the performance of work include the development of project management plans, acceptable schedules, baselines, disciplined change control processes, and service level agreements, as requested.

The Subcontractor shall provide the appropriate project management personnel for the types of IM Content & Records Management services defined in the SOW. MSA Content & Records Management projects, including the project management support, will be funded through separate releases to the Subcontractor. MSA project management personnel shall also manage releases to the Subcontractor that don't require the full project management rigor but do require tracking costs, schedule, performance, and reporting. The Subcontractor, therefore, is expected to use a graded approach to project management that balances the complexity and size of an activity with an appropriate amount of management rigor needed to ensure successful execution.

**Service Demands**

For resource planning purposes the MSA IM Content & Records Management has approximately 1-3 projects annually (\$100K to \$200K) that require significant tracking and reporting; and approximately 3-5 tasks or service requests annually (\$50K to \$99K) that require a high level of management and routine status reporting; and approximately 3-4 tasks or service requests annually (\$30K to \$49K) that require random or reduced status reporting. Additionally, approximately 2-3 tasks or service requests (\$10K and below) are processed and managed through the service order or procurement system and status is part of the weekly reports, therefore they do not require additional project management rigor or reporting.

**Deliverables**

The Subcontractor shall provide:

- An explanation of the Project Management methodology and Key Personnel with the proposal, and a more detailed plan that depicts the Subcontractor Project Management approach within 60 days following contract award
- A bi-monthly project review meeting that identifies progress, concerns, and issues and compares actual costs to planned costs. The review should cover the following key topics:
  - Accomplishments to date
  - Planned activities to be completed



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- Critical risks and issues
- Topics that require decision by MSA or other key stakeholders
- Measurement of project performance against baseline (metrics)
- Cost and schedule estimates based on MSA format.

For each specific project, the Subcontractor shall provide the following information using a graded approach, or details as agreed upon between the Subcontractor PMO and MSA PMO:

- Project management plan
- Project assumptions and risks
- Project acceptance criteria
- Approved change requests
  - The Subcontractor shall identify and document changes to the scope, cost, or schedule from the original estimates
  - MSA approval is required before implementing any changes which will impact project acceptance criteria, cost or schedule.

Specific deliverables for each project will be defined on an individual case basis.

#### **Subcontractor Performance Measurements**

The Subcontractor's performance in support of Project Management Services will be measured on the following:

- Quality of the project management plans and status reporting
  - Work is completed and delivered within 5% of budget and schedule baseline
  - Implementation schedules reflect internal and external influences and requirements
  - Reporting demonstrates transparency in project performance and execution efficiency
- Consistency in following the approved Project Management Plan as accepted by MSA, for all projects

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- Extent to which project management and technical information and support is provided, as necessary in all the disciplines and services identified within this SOW
- Delivery of IM Content & Records Management projects within defined scope, schedule, and cost baselines.

**1.2.3 Performance and Demand Management****Objective**

The Subcontractor shall compile and submit performance measurements of the overall IM Content & Records Management Program, and at individual scope levels, to allow MSA to assess whether the correct processes are being performed and desired results are being achieved.

**Business Expectations**

Performance and demand management provides MSA and the Subcontractor a method of identifying performance metrics and scoring indicators for MSA Content & Records Management Services, monitoring the execution of the services provided, and adjusting activity to achieve exceptional customer service or remedy poor performance. To better manage and forecast the needs of customers at Hanford, performance and demand management metrics will be evaluated on an incremental basis for the various services provided and will serve as baselines from which MSA will evaluate the Subcontractor.

**Scope**

The Subcontractor shall present MSA with performance and service data, scorecards, and other reports for evaluating adequate performance. The following elements define the various reporting requirements and will be performed at intervals as described in the deliverables section.

- Performance Management
  - Program Reviews
  - Project Reviews
  - Performance Review and Scorecard
  - Key Performance Indicators (KPIs) for each service area
  - Customer satisfaction surveys
  - Overall system and service performance

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- Service Level Agreements as defined in each applicable area of scope, with agreed upon levels of acceptance
- Operation Level Agreement performance and issues (part of program review)
- Input into IT Dashboard with information as identified by MSA
- Others as determined by MSA and/or the Subcontractor.
- Demand Management
  - Statistics with trends including such areas as:
    - Records processed (electronic and hard copy)

The Subcontractor shall capture and report on a weekly, monthly, quarterly and annual basis as identified in deliverables section.

**Service Demands**

Scorecard and other reporting requirements as listed in deliverable section.

**Deliverable**

Below are the deliverables tied to the performance and demand management requirements.

**Table 2. Performance and Demand Management Deliverables**

| <b>Document Title/Description</b>  | <b>Delivery Method</b> | <b>Format</b>       | <b>Approvals &amp; Review Times</b>                                 | <b>Submittal Interval</b> |
|--|------------------------|---------------------|---|---------------------------|
| Billing/Invoice Report:<br>Monthly report showing total value of work executed under contract.     | Dashboard Posting      | SharePoint<br>Excel | BTR approval required on reporting format                           | Monthly                   |
| IT Program Review:<br>Executive overview of Content & Records Management Operation and Maintenance | Meeting                | Power Point         | For information only  | Monthly                   |
| Performance Review:<br>Review Service Performance and Scorecard                                    | Meeting                | Power Point         | Provided by BTR's with Subcontractor input.<br>For information only | Quarterly                 |

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**Subcontractor Performance Measurements**

The Subcontractor's performance in support of Performance and Demand Management will be measured on the following:

- Reporting on criteria identified in each section of SOW and meeting performance acceptance in those areas
- Reporting on performance with consistency and accuracy
- Finding business processes improvements and resolving performance gaps through the use of constructive feedback and cooperation.

**1.3 Technical Services****1.3.1 Technical Baseline Change Management****Objective**

The Subcontractor shall support MSA technical baseline change management process to ensure that standardized methods and procedures are used for efficient handling of all contractual and technical changes.

**Business Expectations**

The MSA Information Management organization has an established technical baseline change management process to govern contractual (scope, cost, schedule) and technical (software and hardware, applications and infrastructure) changes according to the subcontract. The goal is to minimize user impact associated with system, application, and service changes, and to document configuration and contract changes, including changes to task order releases. MSA expects the Subcontractor to use the following change management process.

**Contractual Changes (Out of Scope)**

The Subcontractor SOW changes are processed as defined in the terms and conditions. Either party may initiate an SOW subcontract change they feel is warranted. Subcontractor initiated SOW changes will be processed through the BTR. If the BTR agrees with the change, the BTR will prepare a Contractor Change Request through the MSA Asset Suite System. The requested change will be reviewed by the Contract Specialist and either approved or rejected. If approved, the Contract Specialist will incorporate the SOW revision into the subcontract.



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It should be noted that the BTR cannot interpret the subcontract. Subcontract interpretation is solely the responsibility of the Contract Specialist. Cost incurred without an approved revision (change) from the Contract Specialist is at the Subcontractor's risk.

**Scope**

The Subcontractor shall use and support the MSA change management system and processes for all contractual (scope, cost, schedule) changes. The Subcontractor shall work with the MSA IM Content & Records Management Director, and when approved by MSA, will interface with Other Hanford Contractors (OHCs), and the BTRs to manage all changes to:

- Prevent and/or minimize disruption of services
- Reduce the need to change major project milestones
- Ensure the best economic utilization of IM Content & Records Management resources
- Maintain accurate configuration records.

The Subcontractor shall identify and document necessary changes to the scope, cost, or schedule from the original estimate and submit them to the BTR for approval. The BTR will review the change, and if approved, submit a Contract Change Request to the MSA Contract Specialist. The Subcontractor shall not execute any changes to a release prior to receiving the authorized contract change from the MSA Contract Specialist.

**Subcontractor Performance Measurements**

The Subcontractor's performance in support of Technical Baseline Change Management will be measured on the following:

- Deliverables provided on time
- No unauthorized system changes made or put into production without prior approval
- End user or business process impacts are in accordance with documentation
- Participation in the Disaster Recovery/Continuity of Operations (DR/COOP) planning processes, as appropriate.

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**2.0 CONTENT & RECORD MANAGEMENT SERVICES****2.1 Records Management Services****2.1.1 Records Oversight and Management Support Services****Objective**

The Subcontractor shall provide the resources and skills in support of maintaining a compliant, cost-effective, customer service-oriented records management program that meets record requirements and is in accordance with DOE and National Archives and Records Administration (NARA) regulations.

**Business Expectations**

The Subcontractor shall provide sufficient staffing with the appropriate skills for Records Oversight and Management support services as defined in this section for an enterprise the size of Hanford. The Integrated Document Management System (IDMS) is the OpenText Livelihood™ product implemented at the Hanford Site and used as the repository for all electronic records. Currently, IDMS is at Version 10.5 and is a U.S. Department of Defense (DoD) 5015.2 certified electronic record repository. In addition, the Document Management and Control System (DMCS) is a Bentley product implemented at the Hanford Site and used by contractors for the configuration and document control processes. The Subcontractor is required to support and use the IDMS and DMCS products.

The Subcontractor will be using government furnished equipment in the execution of the records work scope. The Subcontractor is expected to notify MSA Buyers Technical Representative (BTR) of equipment requirements, including fiscal year equipment and refresh budget planning input.

**Scope**

The Subcontractor oversight and management for records support to MSA and MSA customers shall be in accordance with applicable NARA requirements and DOE directives. The Subcontractor shall:

- Participate with MSA in the development of the strategy for life cycle management of records
- Provide management and oversight for the vital records process
- As directed by the BTR, conduct two management assessments annually on records management processes and activities to ensure site programs are in compliance with applicable records requirements and business needs

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- Provide general record training and consulting to ensure that records management policies and processes are interpreted and applied consistently among the DOE, MSA and Other Hanford Contractors (OHC). Required training that is organization-specific will be covered under a separate contract release from the requesting organization. General record training courses:
  - IDMS 101 Training
  - IDMS Content Manager Training
  - IDMS Search Engine Training
  - IDMS Electronic Records Training
  - DMCS User Training
- Coordinate records turnover between projects/contractors and other DOE program offices at various stages of projects to ensure project managers adequately address record needs
  - Major record turnovers or transfers, outside the normal thresholds (e.g., contract closeout transfers), as mutually agreed to by the BTR, shall be funded through a separate task order
- Participate in revisions and updates to the Comprehensive Content (Records) Management Security Plan.

In the execution of records management support services, the Subcontractor shall periodically be required to travel to the customer location and may be required to take specific facility training. The travel mileage costs to the customer location, if different from the employee's permanent job location, and training specific for Hanford requirements will be funded under a separate release to the subcontract and in accordance with current General Services Administration (GSA) mileage reimbursement allowance.

The Subcontractor shall enter into good faith negotiations with the Mission Support Alliance Information Technology (MSA IT) Support Services Subcontractor supporting MSA electronic record processing, storage and records systems to establish an Operation Level Agreement (OLA) for providing and acquiring support from each MSA Subcontractor respectively. See Terms and Conditions for OLA requirements.

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The Subcontractor shall work with MSA to recommend and establish priorities for enhancements and upgrades to Records & Information Management (RIM) Systems, and provide coordination and oversight of MSA approved enhancements and upgrades that are executed by MSA IT Support Services Subcontractor.

**Service Demands**

The Subcontractor shall provide sufficient staffing with the appropriate skills for Records Oversight and Management support based on the following volumes of activities:

- Coordinate, update, or make changes to the records management processes, policies, and associated documents 15 times per year, on average
- Complete two management assessments annually on processes and activities
- Conduct general records management training
  - approximately 36-48 IDMS 101 training classes per year
  - approximately 12 IDMS Content Manager training classes per year
  - approximately 36-48 IDMS Search Engine training classes per year
  - approximately 20 IDMS Electronic Records training classes per year
  - approximately 12 DMCS User training classes per year.
- Provide consulting support to various entities on records management requirements, policies or processes 10 times per month on average
- Coordinate record turnover between projects/contractors 1 time per quarter on average
- Submit annual updating to the Comprehensive Content (Records) Management Security Plan.

**Deliverables**

The Subcontractor shall provide the following:

- Input to the weekly report for significant activities
- Monthly Performance Reports to include:
  - Maintenance and Operations:
    - Accomplishments

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- Issues
- Schedule status
- Project Status
  - Cost
  - Schedule
- Annual report of the number of Vital Records by Contractor, by February 28 to allow for March 31st submittal to DOE
- Two annual Content & Records Management assessments as directed by BTR. At the beginning of each fiscal year, the BTR will work with the Subcontractor to identify two management assessments, following the MSA Management Assessment process. The process may include the following steps:
  - Identification of assessment team member
  - Ensure assessment team members are trained
  - Creation of objectives/lines of inquiry
  - Creation of assessment plan
  - Conduct the assessment based on the assessment plan
  - Upon identification of issue(s), document the issue using the MSA Corrective Action Management system
- Annual assistance with update of Content (Records) Management Security Plan. Provide assistance in the annual update of the Content (Records) Management Security Plan by April 30, to allow for June 30th submittal to DOE.

**Subcontractor Performance Measurements**

The Subcontractor's performance in support of Records Oversight and Management Services will be measured on the following:

- Input received for weekly reports is on time and in sufficient detail
- Deliverables are of the highest quality and are provided within the time frame specified
- Responses to emerging issues are timely, appropriate and consistently provided as needed

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- Agreed upon project deadlines and deliverables are consistently supported and met
- Procedures are maintained and updated annually, or, as necessary.

**2.1.2 Records Inventory and Disposition Scheduling****Objective**

Provide support for a compliant, cost-effective, service-oriented Records Inventory and Disposition Scheduling service which meets requirements as identified in DOE and NARA regulations.

**Business Expectations**

The Subcontractor shall provide sufficient staffing with the appropriate skills to provide Records Inventory and Disposition Scheduling services in this SOW and adequate to support an enterprise the size of Hanford. Records Inventory and Disposition Schedule (RIDS) is the master inventory, identifying all Hanford records. The RIDS database includes: a description of the records, the NARA approved records retention schedule, quality assurance (QA) status of the record, and location. Records retention schedules are determined by Hanford Integrated Records Schedule (HIRS) based on the description of the record.

The Records Management Access Portal (RMAP) is the “one stop shop” to help end users manage their RIDS, and other records management processes. RMAP integrates with and provides a user-friendly interface to the RIDS database application. The RIDS database application defines the review and approval process and tracks the current status of RIDS data. The Subcontractor is expected to support and use the RMAP and the RIDS database application.

**Scope**

The Subcontractor support service includes management and oversight for the site RIDS Schedules and processes.

The Subcontractor shall provide Records Specialists to advise and assist the customer’s records custodians, inventory coordinators, and managers concerning the Records Management Program. Records Specialists ensure the following:

- All information listed in the RIDS is categorized as record
- Records described in the RIDS database are properly categorized and described
- Records are assigned the appropriate records retention schedule.

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The Records Specialist will assist with questions regarding the inventory process and the RIDS application.

The Subcontractor shall maintain detailed inventories of records holdings, including records contained in information systems or other electronic format. The inventory of records shall include how the records are maintained, where they are stored, and document their authenticity and integrity.

The Subcontractor shall annually review MSA procedures, to identify that records are correctly identified in the Records Capture table, and that the records are correctly captured in the Records Holding Area (RHA) or in IDMS as an electronic record. The Subcontractor shall report status as noted in the Deliverable section.

The Site RIDS process shall not establish RIDS at a level lower than the 3rd level of management.

The Subcontractor shall:

- Develop, implement, or use standard methodology to evaluate records in various formats
- Perform record identification and capture records as they are created in business, program, and project processes
- Participate in the interpretation and alignment of records retention schedules, working on government-wide, DOE-wide, Hanford Site-wide, or contract-specific initiatives for records schedule improvements.
- Manage the RIDS process, including updating the process, for designated contractors
- Recommend to MSA, government-wide, DOE-wide, Hanford Site-wide, or contract-specific Records and Disposition Schedule improvements
- Provide consulting and advisory service on the RIDS processes

**Service Demands**

The Subcontractor shall assume the following support levels:

- Processing 450 to 550 total RIDS, with an average of 110 updates to RIDS on a quarterly basis
- Identifying 2,500 cubic feet of records boxes to be retired yearly
- Reviewing annually 50 MSA procedures for correct records capture



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- Providing RIDS consulting and assistance to records custodians, inventory coordinators, and managers concerning record management activity 25 times per month, on average. Align records retention schedules 40 times per month, on average.

#### **Deliverables**

The Subcontractor shall:

- Report on records inventory process, every two years by September 30 starting in 2017. The report shall include the following:
  - Description of the process followed
  - Documentation on the strategy used to ensure all electronic records have been identified and inventoried
  - Overview of RIDS Processes – description of intent, need, and purpose
  - Information on electronic records capture.
  - Identification of the process for updating RIDS
  - Description of RIDS, Electronic Records Authorization (ERA) and record transfer form (RTF) databases - what they do, how they work and improvements made
  - Discussion of forms used, i.e., ERA, RIDS, RTFs with attachments
- Monthly report on status of the review of MSA procedures for correct record capture
  - Identify name and quantity of procedures reviewed, and findings.
- Annual report on recommendations to improve the RIDS process for the following fiscal year, by November 30. The Subcontractor is encouraged to submit individual recommendations to MSA as they are identified.

#### **Subcontractor Performance Measurements**

In support of Records Inventory and Disposition Scheduling, the Subcontractor shall ensure that:

- Deliverables are provided within the time frame specified
- Procedures are maintained and updated, at least annually
- Notification of any service-affecting issues are reported to MSA in a timely manner



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- Professionalism of consulting and advisory services are determined by the customer to meet or exceed all expectations, as reflected in customer surveys
- All reports (weekly, monthly, quarterly, annually) are of the highest quality, with sufficient detail, requiring little rewrite and/or corrections and are provided on time; they provide a timely and appropriate response to emerging issues
- Deadlines and deliverables are supported and met.

**2.1.3 Records and Information Management Systems Functional Support Services****Objective**

Provide effective management and administration of systems and databases to allow efficient access to records and information needed by site personnel.

**Business Expectations**

The Subcontractor shall provide the highest quality functional and administration support services for Records & Information Management systems. The Subcontractor shall be responsible for operating within the following record systems, including:

- Integrated Document Management System (IDMS) (OpenText Livelink™ product) implemented at the Hanford Site, used as the repository for all electronic records (current IDMS is Version 10.5 and is a DoD 5015.2 certified electronic record repository)
- Document Management and Control System (DMCS), a Bentley product implemented at the Hanford Site and used by contractors for configuration and document control processes.
- Hanford Document Numbering System (HDNS), a custom-developed software using Cold Fusion web front end and a Structured Query Language (SQL) database
- Public Document Website (PDW), a custom-developed software using Cold Fusion web front end
- RIMScan (Records and Information Management Scanning) a commercial off-the-shelf (COTS) production, EMC Captiva InputAccel product used for imaging operations, production scanning (currently a Captiva Capture 7.1 version)

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- Records Management Access Portal (RMAP), a custom-developed software using Cold Fusion web front end and a SQL database, includes modules for RIDS, RTF, ERA, and other records management modules.

MSA Support Services Subcontractor will provide system and software technical support for RIM systems. The Subcontractor shall establish an Operating Level Agreement (OLA) with the MSA IM Subcontractor to ensure that all IT services required is timely; that service level thresholds and triggers are defined; and that roles and responsibilities are clearly understood ahead of time.

The software licensing associated with the enterprise applications is provided at no cost to the Subcontractor. The Subcontractor shall use MSA supply chain system to request and obtain MSA approval to order software license acquisitions and renewals.

**Scope**

The Subcontractor shall provide functional management, administration, and hardware/software support coordination on the RIM systems and databases, which includes:

- Document Management and Control System (DMCS)
- Hanford Document Numbering System (HDNS)
- Integrated Document Management System (IDMS)
- Public Document Website (PDW) (Includes Administrative Records [AR] file and Scientific and Technical Information [STI] data)
- Records and Information Management Scanning (RIMScan)
- Records Management Access Portal (RMAP).

The Subcontractor shall coordinate with on-site electronic archives, other DOE departments and program offices, as well as NARA, to arrange for the delivery and/or transfer of electronic record materials, as appropriate.

The Subcontractor shall identify and submit recommended record system and/or software upgrades, modernizations, and enhancements for MSA approval. The Subcontractor shall provide proper oversight and administration of record systems, which includes:

- Manage and maintain a list of current software licenses, at the user level
- Assist MSA in keeping the records systems information in the Hanford Information System Inventory (HISI) database current

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- Oversee and ensure that the MSA IM Subcontractor is maintaining hardware and software configuration control, and documentation as required per MSC-PRO-309, Controlled Software Management
- Enter MSA-approved System Change Requests (SCR) in MSA IM/ IT Service Management System (IT-SMS) for RIM systems
- Provide a monthly report to MSA BTR on SCR's that include the following:
  - Total SCRs entered, and those in process, completed, pending, or canceled
  - List of the SCRs for O&M changes
  - List of the SCRs for modernization or enhancement
- Assist MSA in identifying, managing, and reporting Personally Identifiable Information (PII) incidents and completion of any corrective actions
- Coordinate with the IM/IT Subcontractor on the establishment and maintenance of technology and software roadmaps, as they pertain to MSA Content & Records Management
- Oversight and administration of RIM System maintenance, enhancements, and upgrades
- Establishing RIM System enhancement and upgrade priorities with MSA.

**Service Demands**

The Subcontractor will ensure at least two of the employees supporting RIM System Functional Support Services have and maintain a "Q" level security clearance with full Sigma access.

The Subcontractor shall provide functional oversight and support for the following:

- 5,600 IDMS users
- 1,800 DMCS users
- 800,000 electronic records captured annually  $\pm 10$  percent
- HISI updates an average of 20 times per year
- RIM System software and hardware document updates an average of 6 times per year
- RIM System SCRs an average of 373 SCRs per year



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- Patches and system modifications to Windows (approximately 72) and Oracle (approximately 26) per year, on average.

#### **Deliverables**

The Subcontractor shall provide input to the weekly report on significant activities by the next to last working day of the report week.

Monthly Performance Reports. Report will include:

- Maintenance and Operations:
  - Accomplishments
  - Issues
  - Schedule status
- Project Status
  - Cost
  - Schedule

The Subcontractor shall provide a PII incident tracking report, by the 10<sup>th</sup> of the month, including all incidents and resolutions.

Annual RIM System Review Report by the end of August. This report will include:

- A comprehensive list of systems, to include the following detail:
  - Software version
  - Upgrade projection
  - Hardware version/operating system (OS)
  - System diagram
  - Projected yearly growth percentage
- A complete and accurate account of systems statistics, to include:
  - License counts
  - Maintenance requests: entered, active, and pending

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- External file storage: terabyte used.

**Subcontractor Performance Measurements**

In support of Records and Information Management Functional Systems the Subcontractor shall ensure that:

- Input submitted for weekly reports is concise, with quality write-ups
- Quality deliverables are accurate and submitted on time
- Quality reports are accurate, submitted on time, and with sufficient detail
- No implementation or operational errors cause unrecoverable data losses
- Responses to incidents, including those outside normal business hours, are handled with urgency and professionalism within two category targets:
  - Urgent: Within 1 business hour or in 4 hours during non-business hours
  - High: Within 10 business hours or in 24 hours during non-business hours
- Agreed upon project deadlines and deliverables are supported and met
- Procedures are maintained and updated, at least annually.

**2.1.4 Records and Information Management Support to DOE and OHCs****Objective**

Provide appropriate resources for specific records support services in a timely, cost effective, and safe manner.

**Business Expectations**

Specific records management support services for the DOE Records Officer, the Hanford Site Records Program, and specific records support for the Hanford contractors will be directly funded by the requesting company/group under separate releases to the Subcontractor. Direct support services under a general level of effort support task release will be processed, managed and tracked through MSA IM/IT SMS system. See Section 1.2.1, Business Service Center Interface.

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**Scope**

The Subcontractor shall provide records management support services to the DOE Records Officer and the Hanford Site Records Program as requested. Records support services include:

- Providing Records Specialist support activities in capturing selected sets of records in IDMS
- Providing specific training and other support requested by an end users organization for IDMS, DMCS, RMAP, or other RIM systems
- Assisting DOE in making determinations on scanning and indexing of documents as electronic records, and execute that scanning when approved by DOE
- Supporting the DOE RIDS Program.
- Conducting training for DOE Inventory Coordinators and others regarding records management including but not limited to the RIDS Program
- Providing approved schedules for records identified on the DOE RIDS
- Coordinating the retirement of inactive records to long-term storage
- Assisting DOE, as requested, in the development or review of documents, including procedures related to document control or records management activities
- Conducting records database searches and provide reports as requested by the DOE Records Officer
- Providing records management training to new DOE hires; participating in the checkout process when notified, as DOE employees terminate employment
- Providing weekly (or as requested) activity status reports on DOE records management activities to the Hanford Site Records Officer.

The Subcontractor shall provide Energy Employees Occupational Illness Compensation Program Act (EEOICPA) Special Exposure Cohort support to DOE by conducting special record searches. The DOE EEOICPA activities support the National Institute for Occupational Safety and Health (NIOSH), the Presidential Advisory Board on Worker Health and Safety (Board) or their contractors. The Subcontractor, in support of the EEOICPA Special Exposure Cohort, shall ensure the services provided are timely, cost effective, and conducted in safe manner. The Subcontractor shall:

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- Conduct searches for requested documents
- Prepare EEOICPA related documentation as requested.

The Subcontractor shall provide Tri-Party Agreement (TPA) Administrative Record (AR)/ Public Information Repository (PIR) support to the Hanford site contractors, which includes:

- Processing, maintaining, distributing, and updating the AR/PIR website, as necessary
- Ensuring documents received are placed in the AR file in a reasonable time frame
- Ensuring that documents from contractors, DOE, regulators and the public are accessible to the public
- Interfacing with PIRs ensuring that Hanford documents out for public comment are available in hard copy at each PIR location.

**Service Demands**

The Subcontractor shall provide sufficient resources with the appropriate skills to provide support as requested. Historically:

- DOE records management support averages 3.0 Full Time Equivalents (FTE) annually
- The EEOICPA Special Exposure Cohort Support averages 0.3 FTE annually
- The Tri-Party Agreement (TPA) Administrative Record (AR)/ Public Information Repository (PIR) support averages 2.0 FTE annually
- 4,228 documents were processed/distributed and/or updated on the AR/PIR website in FY14
- 84K total documents on the AR/PIR web site
- 6 Data Capture requests for EEOICPA Special Exposure Cohort information were received, with an average 80 records per request, in FY14

**Deliverable**

The Subcontractor shall provide input to the weekly report for significant activities by the next to last working day of the report week. The report shall include EEOICPA and all other relevant support activity.

**Subcontractor Performance Measurements**

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In support of Records and Information Management the Subcontractor shall ensure that:

- Inputs received for weekly reports are of high quality, timely, and accurate
- Deliverables provided are of the highest quality, timely, and meet all defined expectations
- Reports provided are timely and with sufficient detail.
- No implementation or operational errors cause unrecoverable data losses
- Responses to emerging issues are timely and appropriate
- Agreed upon project deadlines and deliverables are supported and met
- Procedures are maintained and updated, at least annually.

## 2.2 Physical Records

### 2.2.1 Physical Record Storage

#### **Objective**

The Subcontractor shall provide the appropriate resources and skills in support of maintaining a compliant, cost-effective, customer service-oriented, long-term record storage program that meets record storage requirements as identified in DOE and NARA regulations.

#### **Business Expectations**

The Hanford Site uses two main facilities for physical records storage: the Hanford Site Records Holding Area (RHA) and the Federal Records Center (FRC) in Seattle, Washington. Records are transferred between the RHA and FRC according to RHA storage capacity and end user requirements. In addition, records can be transferred to DOE Legacy Management or NARA. The Subcontractor is expected to use the RHA and FRC and other designated off-site storage facilities/entities as directed by the BTR.

The Subcontractor shall enter into good faith negotiations for an OLA with MSA IM Subcontractor providing MSA records systems and software support. The points of contact for MSA IM Subcontractor responsible for providing this support will be available from the BTR.

#### **Scope**

The Subcontractor shall provide sufficient resources with the appropriate skills to provide long-term physical storage operation and maintenance for paper and other hard copy media records to



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MSA and its customers in accordance with applicable NARA requirements and DOE directives. The Subcontractor support shall include:

- Providing for and managing physical storage of inactive records generated on or for the Hanford Site by DOE and designated Hanford Site contractors
- Providing for and managing the storage collection of classified records in the RHA
- Accepting record boxes for storage and coordinating transportation to/from NARA FRC in Seattle, Washington, and/or other approved off-site records storage facilities as required
- Participating in the establishment and maintenance of Hanford Site procedures and processes for records storage as requested by MSA
- Effectively managing inventory and shipping strategies to lower costs
- Providing search and retrieval services for DOE and its contractors
- Providing recommendations for records storage improvements to the BTR annually
- Promoting scanning of files as they are requested by the customer
- Coordinating the retrieval or transfer of boxes located at RHA, FRC, and other storage repositories designated by the BTR
- Performing random checks on one percent of the boxes received or held to ensure box contents match the RTF; track and report the findings
- Performing an annual inventory of records storage as specified in the Deliverables section.
- Validating the records schedule assigned to boxes recalled from the FRC, or other authorized storage location, against the HIRS
- Developing and implementing a process to manage the follow up of files/boxes checked out of RHA
- Supporting audits, management assessments and corrective actions, as requested by the BTR
- Ensuring the delivery of hard copy records to approved off-site repositories.

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The Subcontractor shall track and provide statistics related to boxes stored, boxes received, and boxes requested, for RHA, FRC, and other off-site repositories. The information will be provided quarterly, to MSA to determine the use of Long-Term Records Storage by DOE and their contractors.

The Subcontractor shall provide unit cost information annually to MSA. MSA will use this data to determine equitable cost distribution for DOE and each of their contractors, as appropriate.

The Subcontractor shall support MSA in finding innovative ways to reduce physical storage and retrieval costs.

The Subcontractor will only accept records for retirement to RHA in boxes that meet NARA specifications for records holding, unless otherwise authorized by the BTR, and only if such boxes have a completed RTF. Acceptable sizes are as follows:

- Standard-size records holding box (one cubic foot for letter and legal-size documents)
- Approved special-purpose boxes:
  - Half-size box (for card files)—14 ¾ in. by 9 ½ in. by 4 ⅞ in.
  - Microfiche box—14 ¾ in. by 6 ½ in. by 4 ½ in.
  - X-ray box—18 in. by 15 in. by 5 ½ in.
  - Magnetic tape box (holds up to ten ½ in. reels)—14 ¾ in. by 11 ¾ in.

**Service Demands**

The Subcontractor shall provide sufficient staff with the appropriate skills to provide Physical Records services and ensure that at least four FTEs maintain a “Q” level security clearance with full Sigma access. Subcontractor staffing shall be based on the following:

- 2,200 to 2,800 record boxes received and 500 to 800 shipped to FRC or other off-site repositories annually
  - Costs for the transportation of boxes, to/from the FRC or other approved storage location, are paid directly by MSA.
  - Storage costs at FRC are paid directly by DOE
- Number of record boxes stored on-site are approximately 24K
- Number of record boxes stored at FRC or other approved repository locations are approximately 87K

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- On average, 2000 boxes are sent to the NARA FRC or any other approved off-site records storage facility; boxes and/or files are received from the FRC, to RHA, on a weekly basis
- 60 searches and 6,800 retrieval requests, in Long Term Records Storage in FY14.
- Provide accurate and timely notification for facility-related issues and problems

**Deliverables**

- The Subcontractor shall coordinate the retrieval of boxes located at NARA FRC in Seattle, Washington, and/or other approved off-site records storage facilities, for all on-site contractors and DOE
  - Standard retrieval will be provided within four working days
  - Urgent retrieval requests will be provided within two working days
  - Immediate access to specifically identified information (through scanning and emailing from NARA) will be available to Hanford Site customers
- The Subcontractor shall provide input to the weekly report for significant activities by the next to last working day of the report week
- All Monthly Performance Reports will include:
  - Maintenance and Operations:
    - Accomplishments
    - Issues
    - Schedule status
  - Project Status
    - Cost
    - Schedule
- The Subcontractor shall report on efforts and recommendations for making the records storage process more cost effective, 180 days from operations start of the contract and updated annually. However, the Subcontractor is encouraged to provide all recommendations for improvement to the attention of MSA immediately upon discovery.

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This annual report shall document and summarize the Subcontractor's recommendations and include:

- Recommendations in controlling and lowering costs associated with storage
- Improvements for shipping to and receiving records from and/or other approved off-site records storage facilities
- Any other improvement in costs and/or delivery of services.
- The Subcontractor shall provide statistical data regarding ongoing costs and numbers of records and retrievals being managed
  - The Subcontractor shall develop a process to manage the follow-up of files/boxes checked out of RHA. Process recommendations shall be submitted, approved by MSA, and implemented no later than 270 days after the start of the contract.
  - The Subcontractor shall track and provide monthly unit storage and retrieval information to MSA on-site contractors' long term records storage usage by October 31 of each contract year, for previous fiscal year.
  - The Subcontractor shall submit a plan to reduce the volume of record material maintained at FRC, no later than 270 days after the start of the contract, and updated annually.
    - The plan shall identify the amount of record storage that can be reduced
    - The plan shall include ways to improve the creation of electronic records and optical scanning of record material in RHA and field locations
  - The Subcontractor shall annually perform random checks on one percent of the boxes held.
    - Checks conducted to ensure the contents of the box match the RTF
    - Report of findings due August 30th of each contract year
  - On a quarterly basis, the Subcontractor shall provide a status report on the following:
    - Number of requests, and the number retrieved from FRC and delivered within four working days

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- Number of urgent requests, and the number that were retrieved within two working days
- Number of immediate access requests that are scanned and emailed.

**Subcontractor Performance Measurements**

In support of Physical Records Storage, the Subcontractor shall ensure that:

- Boxes located in the Hanford RHA and/or other approved on-site records storage facilities are retrieved within two working days of request
- Retrieval of boxes located at NARA FRC in Seattle, Washington, and/or other approved off-site records storage facilities are available within four working days of request
- Urgent retrieval requests for boxes located at NARA FRC in Seattle, Washington, and/or other approved off-site records storage facilities are provided within two working days
- Immediate access to specifically identified information is provided through scanning and emailing from NARA
- All reports are provided on time, accurately, and with sufficient detail
- Deliverables are provided within the time frame specified, with high quality, and accurate contents
- Procedures are maintained and updated, at least annually
- Responses provided to emerging issues are timely and appropriate
- Agreed upon IT project deadlines and deliverables are supported and met.

**2.3 Imaging Support Services****2.3.1 Document and Media Imaging Support Service****Objective**

The Subcontractor shall provide document and media imaging support services for the Hanford Site.

**Business Expectation**

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The Subcontractor shall ensure that skilled, qualified, and professional employees are supporting this work scope. Hanford Site document and media imaging activity is divided into three sections:

- Photography Collection Management which includes:
  - Low-cost storage of Photography Collection
  - Ready and accurate access to Photography Collection records
  - Photography collections that are identified, indexed, and authenticated
- Oversight of Engineering Drawing/Documents which includes:
  - Ensuring that records are indexed and authenticated, with complete metadata, and accessible to those with a business requirement
  - Providing oversight of imaging, indexing, and Quality Control (QC) of DMCS-released documents and drawings.
- MSA and Site Imaging Operations, which provides on demand imaging support services.

The on demand imaging support will be direct funded by the requesting customer.

**Scope**

The Subcontractor shall provide the following Photography Collection Management support services:

- Functional and managerial responsibilities for the site photography collections
- Improvement of accessibility issues (e.g., indexing of photos)
- Completion of image transfers from hard drives to the electronic records area of IDMS
- Transfer of images located on Hanford share areas to the electronic records area of IDMS
  - Content shall be researched and evaluated to determine
    - If it is Hanford-related material
    - If related material does not currently reside in IDMS
  - Images will be indexed and transferred to IDMS electronic record area as appropriate.

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- Research historical photographs retired to RHA to determine collections that should be scanned and indexed into IDMS as electronic records.

The Subcontractor shall provide oversight of the Imaging processes for DMCS-released documents and drawings.

The Subcontractor shall provide the following Site Imaging Operations on demand support services, to MSA and Other Hanford Contractors:

- Assisting with preparation of documents for scanning
  - Scanning the documents and placing in the IDMS staging area
  - 
  - Indexing documents placed in a staging area when requested by customer
- Verifying metadata meets programmatic-defined criteria and image quality when requested by customer

Transfer to electronic records

**Service Demands**

Subcontractor shall have oversight and management of the Hanford Site Photography Collection consisting of approximately 100,000 total images located on Hanford share areas to be moved to the electronic records area of IDMS

The Subcontractor shall have oversight and management of the Hanford Site Engineering Drawing repository, and information associated with custody, control, maintenance, and storage of Hanford Site engineering drawings. This includes the most recent drawing revision in original format and scanned images of current revisions.

Oversight of Engineering Documents and Drawings Imaging Operations has traditionally required about 0.4 FTE.

Note: Clerical support for the scanning of Engineering Drawings/Documents will be contracted by MSA to a third party.

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For resource planning purposes the Subcontractor shall have sufficient resources for the following support levels with appropriate skills to provide Document and Media Imaging Support Services. The volume of activity is expected to be:

- Scanned documents approximately 238,100 annually
- Scanned pages approximately 1,401,000 annually
- Indexed documents approximately 255,000 annually
- Indexed pages approximately 1,417,000 annually
- Verified documents approximately 247,400 annually

Verified pages approximately 1,362,500 annually.

and

**Deliverables**

The Subcontractor shall provide input to the weekly report for significant activities.

Monthly Performance Reports will include:

- Maintenance and Operations:
  - Accomplishments
  - Issues
  - Schedule status
- Project Status
  - Cost
  - Schedule

The Subcontractor shall provide a quarterly report to present progress on digitization of Photography Collection within 10 business days of the end of each quarter.

**Subcontractor Performance Measurements**

In support of Document and Media Imaging Service, the Subcontractor shall ensure that:



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- Quality input is submitted for weekly reports that are accurate and concisely written
- Quality input is submitted for all deliverables, is on time, and with sufficient detail
- Procedures are maintained and updated, at least annually.

**2.3.2 Virtual Box Imaging****Objective**

The Subcontractor shall provide sufficient resources with the appropriate skills to provide Virtual Box Imaging support as defined in this section.

**Business Expectations**

A virtual box is a predefined scope, at a published fixed price, for taking a box of paper records and creating a collection of scanned images that enables users to access the information at their desktop electronically, versus traveling to the RHA facility to view the physical record. MSA's goal is to virtualize paper records that have a long retention period or when frequently requested by the customer, to reduce storage and out year retrieval costs. The virtualization of paper records is an initiative that spans the period of performance.

The current scanning tool used is EMC Captiva Input Accel (version Captiva Capture 7.1). The images ultimately reside in the IDMS (the Hanford Site electronic record repository). The Subcontractor is expected to use the RIMScan scanning product and IDMS in the execution of this work scope. The work is expected to be both simplex and duplex scanning applications.

**Scope**

The Subcontractor shall provide the labor and management necessary to perform the following scope in support of Virtual Box Scanning for MSA. The Subcontractor shall:

- Complete the Records Transfer Form (RTF); this identifies the box or boxes to be processed, notifies transportation/transport boxes, and provides an approval by the cognizant manager for "authorization to destroy" source documents when completed
- Arrange transportation for boxes moved to RHA and transfer boxes for processing
- Prepare boxes for scanning by placing bar coded separator pages between all documents and removing all staples and paperclips
- Scan hardcopy box into five sections with a 100% verification and image quality check performed while scanning
- Perform indexing once at the box level and send to IDMS.

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- Perform Quality Check: each Portable Document Format (PDF) Virtual Box is opened after uploading into IDMS
- Ensure an Optical Character Recognition (OCR) process is performed within IDMS
- Ensure the hardcopy is destroyed.

MSA physical boxes retrieved with a remaining retention period of 15 years or more shall be permanently checked out and scanned as a Virtual Box.

**Service Demands**

The Subcontractor shall provide sufficient resources with the appropriate skills to provide Virtual Box services as defined in this statement of work. Noting that all commitments are dependent on the level of funding provided, the Subcontractor shall assume that 180 to 200 virtual boxes are to be processed annually.

**Deliverables**

- The Subcontractor shall provide input to the weekly report for significant activities
- The Subcontractor shall provide to MSA a status of virtual boxes created on a monthly basis.
- The Subcontractor shall develop a plan to market the Virtual Box initiative to the Hanford Site and present this plan to MSA within 180 days of contract start. The emphasis of this plan will be:
  - Cost-efficiencies of the process
  - Accessibility and reliability, versus the cost to travel
  - Extent of the physical reduction of RHA and FRC records and how it contributes to reducing the footprint
  - Environmental aspects such as reduced travel, paper, and storage.

**Subcontractor Performance Measurements**

In support of Virtual Box Imaging, the Subcontractor shall ensure that:

- The quality of Virtual Box scanning and indexing is at the highest level and acceptable to MSA

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- A monthly report is provided detailing the number of Virtual Boxes created with an annual projection
- The number of Virtual Boxes processed is included in the weekly report.

**2.4 Technical Editing and Technical Writing Support Services****Objective**

Provide support for technical editing and technical writing services.

**Business Expectations**

Technical editing and technical writing support will be direct funded by the requesting party. The service and support shall include all labor for administration, technical support, and management necessary to provide technical editing and technical writing as set forth in this statement of work. The technical editing staff shall be adequate to support an enterprise the size of Hanford. It is anticipated that this scope will be requested through the Service Catalog on a Fixed Unit Price basis.

**Scope**

The Subcontractor shall provide qualified technical editing and technical writing support to assist Hanford staff in the creation and maintenance of documentation. This support shall include coordinating the development, production, and maintenance of project planning documents, procedures, plans, processes, presentations, and other communications deliverables necessary to support project management policy and reporting requirements.

The Subcontractor shall ensure that all duties under this task are performed in a competent, professional, and timely manner, and that associated work products are thorough, accurate, appropriately documented, and comply with all established criteria.

The Subcontractor's technical editors and technical writers shall have the following qualifications:

- Have a proficiency in using the entire suite of Microsoft Office software tools
- Have a thorough knowledge of industry standard/best practices for project and information management
- Be proficient with, and have experience in coordinating and providing analysis to support the production of strategic project communication materials



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- Have significant experience with configuration management, writing, and editing of decision documents, assessment reports, project management documentation, and outreach products.

#### **Service Demands**

Historically, the work is performed with 2 to 2.5 FTE with potential peaks up to 3.5 to 4 FTE.

#### **RFP Deliverable**

Resumes of qualified personnel

#### **Subcontractor Performance Measurements**

In support of Technical Editing Services, the Subcontractor shall ensure that:

- All deliverables are provided within the time frame specified and are of the highest quality
- Procedures are maintained and updated, at least annually
- Staff are professional, knowledgeable, cooperative, and have a strong customer focus
- The quality of the end product meets or exceeds all expectations.

## 2.5 Document Control and Information Clearance Support Service

### **Objective**

Provide support for document control and information clearance services.

### **Business Expectations**

Document control and information clearance support will be direct funded by the requesting party. The service and support shall include all labor for administration, technical support, and management necessary to provide document control and information clearance as set forth in this Statement of Work. The Subcontractor's document control and information clearance resources shall be adequate to support an enterprise the size of Hanford.

Information clearance applies to the clearance of unclassified information that is prepared, processed, used, or managed by DOE and its Hanford contractors. It applies to record information regardless of its medium or characteristics. This includes, but is not limited to, data documents in written, electronic, pictorial, and audio formats. Common examples are in-process

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documents, controlled documents (e.g., drawings), historical documents, completed records, software, photographs, videos, and elements of an Internet website.

The Subcontractor shall ensure that all duties under this task are performed in a competent, professional, and timely manner, and that associated work products are thorough, accurate, appropriately documented, and comply with all established criteria.

**Scope**

The Subcontractor shall provide Information Clearance processing to meet DOE requirements for making information available to the public and for protecting certain categories of information. The Subcontractor shall provide qualified document control resources, using a graded approach for the identification, preparation, review, approval, issuance/release, distribution, use, and revision of controlled documents generated in support of the Hanford work. This support will include coordinating the development, production, and maintenance of project planning documents, procedures, plans, processes, presentations, and other communications deliverables necessary to support project management policy and reporting requirements.

This scope applies to documents that require control regardless of the media, format, or method used for distribution or publication. Controlled documents may be hard copy or electronic, and may be distributed or posted for use in either format, though electronic is the preferred method.

The Subcontractor shall provide qualified information clearance resources to support Hanford staff in the process of reviewing and clearing information prior to release to the public and that Scientific and Technical Information (STI) is identified, reviewed, and appropriately made accessible to policy makers, the scientific and environmental communities, and the public through the DOE Office of Scientific and Technical Information (OSTI). Clearance personnel use an established clearance process using an IDMS workflow.

The Subcontractor shall ensure that all duties under this task are performed in a competent, professional, and timely manner, and that associated work products are thorough, accurate, appropriately documented, and comply with all established criteria.

The Subcontractor services include:

- Processing engineering and administrative documents for Document Release into the appropriate document control system
- Providing project files records management support, including receipt, distribution to satellite locations, maintenance, retrieval of associated records, and providing copies of requested information for project personnel



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- Providing Office of Civilian Radioactive Waste Management (OCRWM) records management support, establishing a centralized OCRWM records storage area, receipt process, and preparing OCRWM documentation for scanning, indexing, and retirement
- Ensuring that vendor information is processed, maintained, and approved
- Providing document release services to DOE and their contractors on-site
- Processing engineering documents and Design Changes, as necessary
- Ensuring Essential and Support Drawings are maintained and current through inspection of the files and by placing new or revised Essential and Support drawings into the files.
- Providing files management (QA support), as necessary
- Participating in audits/assessments for Document Control, when requested
- Supporting and implementing Document Control process improvement activities
- Performing the distribution of controlled documents
- Providing support for processing of work packages, calibration, and maintenance of records.

Examples of documents that require control include, but are not limited to:

- Drawings
- Specifications
- Supporting documents
- Reports
- Studies
- Plans
- Policies
- Directives
- Administrative and technical procedures



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- Requirement documents
- Speech articles

#### Service Demands

The Subcontractor shall ensure that sufficient skilled staff are available to support the following activity:

- 2,300 new documents processed, monthly, on average
- 275 documents distributed, monthly, on average
- 190 documents through the clearance process, monthly, on average.

#### Deliverables

The Subcontractor shall meet all support requirements associated with the work scope.

The Subcontractor shall provide input to the weekly report for significant activities.

#### Subcontractor Performance Measurements

In support of Document Control and Information Clearance, the Subcontractor shall ensure that:

- All deliverables are provided within the time frame specified and are of the highest quality
- All procedures are maintained and updated, at least annually
- The professionalism of the staff and quality of the end product meets or exceeds expectations.



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**3.0 IM DIRECT SUPPORT SERVICES****Objective**

The Subcontractor shall provide properly skilled local IM Content & Records Management professionals, in sufficient quantity, and that are capable of supporting all aspects of the work scope and services identified in the SOW throughout the period of performance.

**Business Expectations**

MSA is a central repository for IM Content & Records Management resources that Hanford Site entities can leverage for the specific IM/IT requirements. The Hanford Site entities include:

- DOE-RL
- DOE-ORP
- MSA
- Washington River Protection Solutions (WRPS)
- CH2M Hill
- Others (Washington Closure Hanford [WCH], URS, Bechtel, and prime contractor subcontractors)

Throughout the period of performance the Subcontractor shall provide IM Content & Records Management support services resulting from the work scope and services identified in the SOW. This section describes how the work will be executed, tracked, invoiced, reconciled, and distributed to the service requestors. Section 1.0, Program and Project Management Support Services, defines the expectation of how the scope is be managed and executed.

Subcontractor task order support is broken down into three classifications; 1) Major, 2) Medium and 3) General. Each classification includes two types of activity; 1) Operation and Maintenance (O&M) and 2) Projects and Support. Any given task order may include all or some of these activities.

**Major:** Enterprise level O&M or Project/Support activity, are usually issued on an annual basis, have medium to high complexity, and high to significant hours and costs.

**Medium:** Program or organization level O&M or Project/Support activity, may be issued on an annual basis or issued as needed, have low to medium complexity, and moderate to high hours and costs.

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**General:** Organization or system level O&M and/or Project/Support activity, usually issued when needed, and generally low complexity and low hours or costs.

Major activity support requests will be issued via a separate task order to the Subcontractor. Medium activity support requests may be issued via a separate task order to the contractor or as IT-SMS service request. Medium and most General activity support requests will be funded under a blanket release with individual work activities, authorized, issued, and tracked via IT-SMS service request and service catalog processes.

Each separate task order to the subcontract may be initially issued on a Time and Material basis with sufficient funds allocated for the Subcontractor for requirements definition. At completion of the requirements definition, the Subcontractor shall submit to MSA Contract Specialist a Fixed Price solution for the remaining work scope. The proposal shall be submitted according to the Contract Specialist direction when the original subcontract release or task order was issued. MSA reserves the right to accept the Fixed Price proposal or continue using Time and Material to execute the remaining work scope.

**Scope**

The Subcontractor shall provide adequate staffing with the skills and expertise to meet the service demands as defined below for all aspects of IM Content & Records Management services defined in this SOW. This includes, but is not limited to, consulting, analysis, data management, information processing, quality assurance, web support, administration, and project management. IM Content & Records Management professionals provided must have extensive experience with the services they will be supporting and a comprehensive understanding of all aspects of IM Content & Records Management services, as well as current and future trends in the industry.

The Subcontractor will receive "Major" scope, and some "Medium" scope requirements from the MSA Contract Specialist as a separate release to the subcontract. The Subcontractor will execute some "Medium" and all "General" scope requirements under blanket releases established by the Contract Specialist. The blanket releases only establish an authorized funding threshold and numerous work activities will eventually be linked to one blanket release. Authorization to execute work activity under a blanket release will be issued via an IT-SMS service requests by the BTR. At receipt of an IT-SMS service request the Subcontractor shall provide a cost and schedule estimate to the BTR via IT-SMS, for BTR approval. Once approved by the BTR, the Subcontractor shall execute the work as defined in IT-SMS service request and report actual hours and goods, if applicable, into IT-SMS system. IT-SMS service request will identify which blanket release the Subcontractor shall invoice for the work executed. The Subcontractor's invoice shall be broken down by IT-SMS service request number for the BTR to reconcile the invoice against IT-SMS data entries. Discrepancies between the Subcontractor invoice and

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IT-SMS service will be resolved prior to BTR authorizing the Contract Specialist to make payment. See Section 1.2.1, Business Service Center Interface, Figure 1: MSA IT-SMS Process.

The Subcontractor shall use a disciplined change management process that requires the Contract Specialist approval for cost, schedule, and scope changes after a release has been approved, and BTR approval for IT-SMS service request changes. Any incurred costs for working changes not authorized by the Contract Specialist or BTR is at the Subcontractor's expense.

**Service Demands**

For resource planning purposes the Subcontractor shall assume the following volumes and size for subcontract task order release support annually.

**Table 3. Estimated Content & Records  
Management Subcontractor Task Order Release  
Volumes (based on FY14)**

| Classification |                | Release   |
|----------------|----------------|-----------|
| Major          | \$1M and above | 3         |
| Medium         | \$100K-999K    | 5         |
| General        | Below \$99K    | 71        |
| Total          |                | <u>79</u> |

**Deliverables**

The Subcontractor shall:

- Provide the right IT professionals to meet the subcontract task order release support requirements for the service demands identified above.
- Provide staff that have verifiable experience with the services as defined in this SOW, as well as current and future trends in the industry.
- Report monthly, the number of releases and IT-SMS service requests received, completed, in process, and the number not started (e.g., backlog). The report shall also include the number of releases completed on time and the number not completed on time.



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- Report monthly, those releases and task orders that have migrated from Time and Material to Fixed Price support.

Each individual release or IT-SMS service request will include the scope deliverables for the requested service.

#### **Subcontractor Performance Measurements**

In support of IM Direct Support Services the Subcontractor performance will be measured on the following:

- Leveraging existing IM/IT assets to the maximum extent possible to provide quality and cost-effective solutions to meet the requirements
- Quality, timeliness, and accuracy of the estimates
- Efficiency and effectiveness of communication and processing changes
- IT-SMS data entry consistency, timeliness, and accuracy
- Ability to consistently meet scheduled completion dates
- Alignment of the right resource for the activity
- Quality of workmanship.

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## Attachment 2 – WBS 1.0 Pricing Sheets

| FIRM FIXED PRICE (FFP) WBS 1.0 - Program and Project Management Support Services |   |                |                |                |                           |                           |
|--|---|----------------|----------------|----------------|---------------------------|---------------------------|
| SOW Section  | Title   | FFP<br>FY 2016 | FFP<br>FY 2017 | FFP<br>FY 2018 | FFP<br>Option 1 - FY 2019 | FFP<br>Option 2 - FY 2020 |
| 1.0  | Program and Project Management Support Services |                |                |                |                           |                           |
| 1.1  | Program Management Office                       |                |                |                |                           |                           |
| 1.2  | Business Services                               |                |                |                |                           |                           |
| 1.2.1  | Business Service Center Interface               |                |                |                |                           |                           |
| 1.2.2  | Project Management Support Services             |                |                |                |                           |                           |
| 1.2.3  | Performance and Demand Management               |                |                |                |                           |                           |
| 1.3  | Technical Services                              |                |                |                |                           |                           |
| 1.3.1  | Technical Baseline Change Management            |                |                |                |                           |                           |
| Total  |   |                |                |                |                           |                           |

## Attachment 2 – WBS 2.0 Pricing Sheets



| FIRM FIXED PRICE (FFP) WBS 2.0 - CONTENT & RECORD MANAGEMENT SERVICES |  |  |  |         |  |         |  |                    |  |
|---|--|--|--|---------|--|---------|--|--------------------|--|
| SOW Section   |  | FFP  |  | FFP     |  | FFP     |  | FFP                |  |
| Section   |  | Title  |  | FY 2016 |  | FY 2017 |  | FY 2018            |  |
| 2.0   |  | Content & Record Management Services                                   |  |         |  |         |  | Option 1 - FY 2019 |  |
| 2.1   |  | Record Management Services   |  |         |  |         |  | Option 2 - FY 2020 |  |
| 2.1.1   |  | Records Oversight and Management Support Services                      |  |         |  |         |  |                    |  |
| 2.1.2   |  | Records Inventory and Disposition Scheduling                           |  |         |  |         |  |                    |  |
| 2.1.3   |  | Records and Information Management Systems Functional Support Services |  |         |  |         |  |                    |  |
| 2.1.4   |  | Records and Information Management Support to DOE and OHC's            |  |         |  |         |  |                    |  |
| 2.2   |  | Physical Records   |  |         |  |         |  |                    |  |
| 2.2.1   |  | Physical Record Storage  |  |         |  |         |  |                    |  |
| Total   |  |  |  |         |  |         |  |                    |  |

Moved to Line 002 - T&M - HLR

| FIRM FIXED UNIT RATE (FFUR) WBS 2.0 - CONTENT & RECORD MANAGEMENT SERVICES |                                      |                     |                     |                     |                                |                                |  |  |  |
|--|--------------------------------------|---------------------|---------------------|---------------------|--------------------------------|--------------------------------|--|--|--|
| SOW Section  |                                      | FFUR/Box<br>FY 2016 | FFUR/Box<br>FY 2017 | FFUR/Box<br>FY 2018 | FFUR/Box<br>Option 1 - FY 2019 | FFUR/Box<br>Option 2 - FY 2020 |  |  |  |
| Section  | Title                                |                     |                     |                     |                                |                                |  |  |  |
| 2.0  | Content & Record Management Services |                     |                     |                     |                                |                                |  |  |  |
| 2.3  | Imaging Support Services             |                     |                     |                     |                                |                                |  |  |  |
|  | 2.3.2 Virtual Box Imaging            |                     |                     |                     |                                |                                |  |  |  |
| Total  |                                      |                     |                     |                     |                                |                                |  |  |  |

**TIME AND MATERIAL (T & M) AND HOURLY LABOR RATE (HLR) - WBS 2.0 - CONTENT & RECORD MANAGEMENT SERVICES**

WBS 2.0

**SOW Sections:**

2.1.4 - Records and Information Management Support to DOE and OHCs (Time and Material)

2.3.1 - Document and Media Imaging Support Service (Time and Material)

2.4 - Technical Editing and Technical Writing Support Services (Hourly Labor Rate)

2.5 - Document Control and Information Clearance Support Service (Time and Material)

| Labor Category                        | ST | Burdened<br>Labor Rate<br>FY 2016 | OT | Escalate<br>at 2.3% **<br>FY 2017 | Escalate<br>at 2.3% **<br>FFY 2018 | Escalate<br>at 2.3% **<br>Option 1 - FY 2019 | Escalate<br>at 2.3% **<br>Option 2 - FY 2020 |
|---------------------------------------|----|-----------------------------------|----|-----------------------------------|------------------------------------|--|--|
|                                       |    |                                   |    |                                   |                                    |  |  |
| 1. Program Manager                    |    |                                   |    |                                   |                                    |  |  |
| 2. Project Manager                    |    |                                   |    |                                   |                                    |  |  |
| 3. Project Control Support Specialist |    |                                   |    |                                   |                                    |  |  |
| 4. Records Management Manager         |    |                                   |    |                                   |                                    |  |  |
| 5. Records Specialist Senior          |    |                                   |    |                                   |                                    |  |  |
| 6. Records Specialist                 |    |                                   |    |                                   |                                    |  |  |
| 7. Records Specialist Junior          |    |                                   |    |                                   |                                    |  |  |
| 8. Imaging Specialist Lead            |    |                                   |    |                                   |                                    |  |  |
| 9. Imaging Specialist                 |    |                                   |    |                                   |                                    |  |  |
| 10. Technical Writer Senior           |    |                                   |    |                                   |                                    |  |  |
| 11. Technical Writer                  |    |                                   |    |                                   |                                    |  |  |
| 12. Technical Editor Senior           |    |                                   |    |                                   |                                    |  |  |
| 13. Technical Editor                  |    |                                   |    |                                   |                                    |  |  |
| 14. Document Control Specialist Lead  |    |                                   |    |                                   |                                    |  |  |
| 15. Document Control Specialist       |    |                                   |    |                                   |                                    |  |  |

\*\* Note: Escalation at 2.3% is only for the purpose of evaluation.

An actual DOE approved rate will be given before each FY.

On any given release, the proposed contract labor categories and their rates that are approved shall remain fixed throughout the life of the release regardless of personnel promotions or pay raises.

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| Resource Title                     | Desired Education  | Year of Experience Performing Title   | Job Description Guidelines  |
|------------------------------------|--|---------------------------------------|---|
| Program Manager                    | Bachelor's Degree or Equivalent                                    | 4 years or more of Related Experience | <b>Program Manager:</b> Provides leadership, direction, planning, supervision and overall management in support of the Content & Records Management program. The position requires the ability to lead and implement a records management strategy designed to meet policies, business goals, compliance obligations and program objectives.  |
| Project Manager                    | Bachelor's Degree or Equivalent<br>or<br>MPP Certification Desired | 1 to 5 years                          | <b>Project Manager:</b> Manages projects with medium to high complexity and numerous complex interfaces; projects will require existing and new technologies with minimal requirements. The Project manager role shall include: plan, execute, monitor, control and facilitate the use of projects within provided deadlines and budgets. This includes creating resources, managing scope, prioritizing tasks and coordinating the efforts of team members to create value products, services, or results that meets a predefined completion criteria.   |
| Project Control Support Specialist | High School Diploma or Equivalent                                  | 1 to 5 years                          | The role of the Project Control Support Specialist is to provide a variety of financial, budgeting, and procurement tasks under the direction of the CRM Program and Project Managers. This includes reporting baseline and variances to senior staff.  |
| Records Management Manager         | Bachelor's Degree or Equivalent                                    | 1 to 5 years                          | The role of the Records Management Manager is to provide supervision and training of support staff. The Records Management Manager shall be knowledgeable in Records Management desk procedures, as well as customer requirements and procedures. Duties include plan, direct, coordinate and control administrative and technical activities in support of the Content & Records Management program. Solve functional, administrative and managerial problems and is responsible for interfacing with Contractor and site customer personnel. This includes: preparing reports, delivering presentations, and participating in meetings. Confer with staff to outline work and to assign duties and responsibilities. Directs the completion of tasks within estimated time frames and budget constraints. Reviews and maintains the quality of work performed for the program.                      |
| Records Specialist Senior          | Associate Degree or Equivalent                                     | 5 to 7 years                          | The role of the Records Specialist Senior is to perform all scope associated with Content & Records Management including life cycle management of Records, in all media, with emphasis on electronic records, vital records and records restoration, identification and interpretation of requirements. The Senior Records Specialist maintains the Records procedures, performs general consulting, training on and management of Records Management processes and procedures. In depth knowledge of Uniform Records, Records and Disposition Schedules, perform record identification and capture as records are created in business and programs per processes, maintain detailed inventories of records holdings, functional administration of Records Management systems and databases, coordinate physical storage of inactive records and provide computer search and retrieval for customers. |
| Records Specialist                 | Associate Degree or Equivalent                                     | 3 to 5 years                          | The role of the Records Specialist is to perform all scope associated with Content & Records Management including life cycle management of Records, in all media, with emphasis on electronic records, vital Records and records restoration. Identification and interpretation of requirements and maintain site procedures. Perform general consulting, training on and management of Records Management processes and procedures. CRM Records Specialist assists with Records inventory and Disposition Schedules. Performs record identification and capture as records are created in business and program/project processes. Maintains detailed inventories of records holdings. Functional administration support of Records Management systems and databases, coordinates physical storage of inactive records and provides computer search and retrieval for customers.                      |
| Records Specialist Junior          | Associate Degree or Equivalent                                     | 1 to 3 years                          | The role of the Records Specialist Junior is to perform all scope associated with Content & Records Management including life cycle management of Records, in all media, with emphasis on electronic records, vital records and records restoration. Identification and interpretation of requirements and maintains the procedures. Performs general consulting, training on and management of Records Management processes and procedures. Records inventory and Disposition Schedules. Performs record identification and capture as records are created in business and program/project processes and maintains detailed inventories of records holdings. Functional administration support of Records Management systems and databases, coordinates physical storage of inactive records and provides computer search and retrieval for customers.   |
| Imaging Specialist Lead            | Associate Degree or Equivalent                                     | 3 to 5 years                          | The role of the Imaging Specialist Lead is to lead the imaging staff performing the scanning and digitization of hard copy paper to electronic records. Ensure that conversion projects are completed on time, within funding, and to the customer's satisfaction. Thorough knowledge of digitization equipment and application packages. Trains other personnel in the proper use of imaging equipment.  |
| Imaging Specialist                 | High School Diploma or Equivalent                                  | 1 to 3 years                          | <b>Imaging Specialist:</b> Works on the imaging, indexing and quality checks in the conversion of hard copy paper to electronic record format, under the supervision of the Imaging Specialist Lead. The role includes, but is not limited to: Document preparation, scanning, indexing and quality check, prior to moving record into certified Electronic Record system.  |
| Technical Writer Senior            | Bachelor's Degree or Equivalent                                    | 3 to 5 years                          | <b>Technical Writer Senior:</b> Works with business department, group or company and acquires thorough knowledge of each area's operations, procedures and document needs. Working independently, writes a document describing the steps and requirements. Presents the document for review and approval, incorporating comments and changes. Must possess superior independent writing abilities.  |
| Technical Writer                   | Associate Degree or Equivalent                                     | 1 to 3 years                          | <b>Technical Writer:</b> Works with business department, group or company and acquires thorough knowledge of each area's operations, procedures and document needs. Working independently, writes a document describing the steps and requirements. Presents the document for review and approval, incorporating comments and changes. Must possess superior independent writing abilities.   |
| Technical Editor Senior            | Bachelor's Degree or Equivalent                                    | 3 to 5 years                          | <b>Technical Editor Senior:</b> Prepares, disseminates, and ensures orderly safeguard of technical documents. Supports the writing of technical documents and proposals. Provides technical editing, by reviewing grammar, writing styles, and syntax to produce quality materials. Supports learning to ensure quality deliverables and technical reports, as required. Provides guidance and direction as needed to technical editor team.  |
| Technical Editor                   | Associate Degree or Equivalent                                     | 1 to 3 years                          | <b>Technical Editor:</b> Prepares, disseminates, and ensures orderly safeguard of technical documents. Supports the writing of technical documents and proposals. Provides technical editing, by reviewing grammar, writing styles, and syntax to produce quality materials. Supports learning to ensure quality deliverables and technical reports, as required.   |
| Document Control Specialist Lead   | Associate Degree or Equivalent                                     | 3 to 5 years                          | The Document Control Specialist Lead's role is to lead the Document Control staff performing the Document Release and Information Release services. Ensure that work is completed on time, within funding, and to the customer's satisfaction. Thorough knowledge of processes is required. Conducts objective and subjective quality control assessments of document control and information release, and takes corrective actions when processes fail to meet requirements.   |
| Document Control Specialist        | Associate Degree or Equivalent                                     | 1 to 3 years                          | <b>Document Control Specialist:</b> Provides Document Release services into the document control system. Provides Information Clearance Services. Processes vendor information. Ensures Essential and Support Drawing files are maintained and current. Processes distribution of document to identified personnel.   |

## Attachment 2 – WBS 3.0 Pricing Sheets

| Time and Material (T & M)   |                     |                     |                     |                     |                     |                     |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| WBS 3.0   |                     |                     |                     |                     |                     |                     |
| Labor Category  | Burdened Labor Rate | Escalate at 2.3% ** | Escalate at 2.3% ** | Escalate at 2.3% ** | Escalate at 2.3% ** | Escalate at 2.3% ** |
|   | FY 2016             | FY 2017             | FFY 2018            | Option 1 - FY 2019  | Option 2 - FY 2020  |                     |
| 1. Program Manager  |                     |                     |                     |                     |                     |                     |
| 2. Project Manager  |                     |                     |                     |                     |                     |                     |
| 3. Project Control Support Specialist   |                     |                     |                     |                     |                     |                     |
| 4. Records Management Manager   |                     |                     |                     |                     |                     |                     |
| 5. Records Specialist Senior  |                     |                     |                     |                     |                     |                     |
| 6. Records Specialist   |                     |                     |                     |                     |                     |                     |
| 7. Records Specialist Junior  |                     |                     |                     |                     |                     |                     |
| 8. Imaging Specialist Lead  |                     |                     |                     |                     |                     |                     |
| 9. Imaging Specialist   |                     |                     |                     |                     |                     |                     |
| 10. Technical Writer Senior   |                     |                     |                     |                     |                     |                     |
| 11. Technical Writer  |                     |                     |                     |                     |                     |                     |
| 12. Technical Editor Senior   |                     |                     |                     |                     |                     |                     |
| 13. Technical Editor  |                     |                     |                     |                     |                     |                     |
| 14. Document Control Specialist Lead  |                     |                     |                     |                     |                     |                     |
| 15. Document Control Specialist   |                     |                     |                     |                     |                     |                     |
| <p><b>** Note:</b> Escalation at 2.3% is only for the purpose of evaluation.<br/> An actual DOE approved rate will be given before each FY.</p> <p>On any given release, the proposed contract labor categories and their rates that are approved shall remain fixed throughout the life of the release regardless of personnel promotions or pay raises.</p> |                     |                     |                     |                     |                     |                     |

| Resource Title                     | Desired Education  | Year of Experience Performing Title   | Job Description Guidelines  |
|------------------------------------|--|---------------------------------------|---|
| Program Manager                    | Bachelor's Degree or Equivalent                              | 4 years or more of Related Experience | <b>Program Manager:</b> Provides leadership, direction, planning, supervision and overall management in support of the Content & Records Management program. The position requires the ability to lead and implement a records management strategy designed to meet policies, business goals, compliance obligations and program objectives.  |
| Project Manager                    | Bachelor's Degree or Equivalent<br>PMP Certification Desired | 1 to 5 years                          | <b>Project Manager:</b> Manages projects with medium to high complexity and numerous complex interfaces. Projects will require utilizing and new technologies with minimal requirements. The Project Manager role shall initiate, plan, execute, monitor, control and facilitate close out of projects within predefined deadline and budgets. This includes acquiring resources, managing scope, prioritizing tasks and coordinating the efforts of team members to create unique products, services, or results that meets a predefined completion criteria.  |
| Project Control Support Specialist | High School Diploma or Equivalent                            | 1 to 5 years                          | The role of the Project Control Support Specialist is to provide a variety of financial, budgeting, and procurement tasks under the direction of the CRM Program and Project Managers. This includes reporting baselines and variances to senior staff.   |
| Records Management Manager         | Bachelor's Degree or Equivalent                              | 1 to 5 years                          | The role of the Records Management Manager is to provide supervision and training of support staff. The Records Management Manager shall be knowledgeable in Records Management best practices, as well as customer requirements and procedures. Duties include plans, directs, coordinates and controls administrative and technical activities in support of the Content & Records Management program. Solve functional, administrative and managerial problems and is responsible for interfacing with Contractor and site customer personnel. This includes preparing reports, delivering presentations, and participating in meetings. Confers with staff to outline work and to assign duties and responsibilities. Directs the completion of tasks within estimated time frames and budget constraints. Reviews and maintains the quality of work performed for the program.                       |
| Records Specialist Senior          | Associate Degree or Equivalent                               | 5 to 7 years                          | The role of the Records Specialist Senior is to perform all scope associated with Content & Records Management including life cycle management of Records, in all media, with emphasis on electronic records, vital records and records restoration. Identification and interpretation of requirements. The Senior Records Specialist maintains site Records procedures, performs general consulting, training on and management of Records Management processes and procedures. In-depth knowledge of Herford Records inventory and Disposition Schedules. Perform record identification and capture as records are created in business and organizational processes, maintain detailed inventories of records holdings. Functional administration of Records Management systems and databases, coordinate physical storage of inactive records and provide computer search and retrieval for customers. |
| Records Specialist                 | Associate Degree or Equivalent                               | 3 to 5 years                          | The role of the Records Specialist is to perform all scope associated with Content & Records Management including life cycle management of Records, in all media, with emphasis on electronic records, vital records and records restoration. Identification and interpretation of requirements and maintain site procedures. Perform general consulting, training on and management of Records Management processes and procedures. CRD Records Specialist assists with Records Inventory and Disposition Schedules. Perform record identification and capture as records are created in business and organizational processes. Maintain detailed inventories of records holdings. Functional administration support of Records Management systems and databases, coordinate physical storage of inactive records and provide computer search and retrieval for customers.                               |
| Records Specialist Junior          | Associate Degree or Equivalent                               | 1 to 3 years                          | The role of the Records Specialist Junior is to perform all scope associated with Content & Records Management including life cycle management of Records, in all media, with emphasis on electronic records, vital records and records restoration. Identification and interpretation of requirements and maintain site procedures. Performs general consulting, training on and management of Records Management processes and procedures. Records Inventory and Disposition Schedules. Performs record identification and capture as records are created in business and organizational processes. Maintain detailed inventories of records holdings. Functional administration support of Records Management systems and databases and coordinates physical storage of inactive records. Provides computer search and retrieval for customers.  |
| Imaging Specialist Lead            | Associate Degree or Equivalent                               | 3 to 5 years                          | The role of the Imaging Specialist Lead is to lead the imaging staff performing the scanning and digitization of hard copy paper to electronic records. Ensure that conversion projects are completed on time, within funding, and to the customer's satisfaction. Thorough knowledge of digitization equipment and application packages. Trains other personnel in the proper use of imaging equipment. When working at customer site, serves as the interface personnel. Uses care in the handling of materials following guidelines provided by the customer. Has ability to evaluate imaging quality performance of imaging devices against imaging performance requirements. Conducts objective and subjective quality control assessments of images and takes corrective actions when imaging quality fails to meet requirements.   |
| Imaging Specialist                 | High School Diploma or Equivalent                            | 1 to 3 years                          | <b>Imaging Specialist:</b> Works on the imaging, indexing and quality checks in the conversion of hard copy paper to electronic record format, under the supervision of the Imaging Specialist Lead. The role includes, but is not limited to: Document preparation, scanning, indexing and quality check, prior to moving record into digitized Electronic Record system.  |
| Technical Writer Senior            | Bachelor's Degree or Equivalent                              | 3 to 5 years                          | <b>Technical Writer Senior:</b> Works with business department, group or company and acquires thorough knowledge of each area's operations, procedures and document needs. Working independently, writes a document describing the steps and requirements. Presents the document for review and approval, incorporating comments and changes. Must possess superior copywriting abilities.  |
| Technical Writer                   | Associate Degree or Equivalent                               | 1 to 3 years                          | <b>Technical Writer:</b> Works with business department, group or company and acquires thorough knowledge of each area's operations, procedures and document needs. Working independently, writes a document describing the steps and requirements. Presents the document for review and approval, incorporating comments and changes. Must possess superior copywriting abilities.   |
| Technical Editor Senior            | Bachelor's Degree or Equivalent                              | 3 to 5 years                          | <b>Technical Editor Senior:</b> Prepares, disseminates, and ensures safety safeguard of technical documents. Supports the writing of technical documents and proposals. Provides technical editing by reviewing grammar, writing styles, and syntax to produce quality materials. Supports review to ensure quality deliverables and technical reports, as required. Provides guidance and direction as needed to technical editor team.  |
| Technical Editor                   | Associate Degree or Equivalent                               | 1 to 3 years                          | <b>Technical Editor:</b> Prepares, disseminates, and ensures safety safeguard of technical documents. Supports the writing of technical documents and proposals. Provides technical editing by reviewing grammar, writing styles, and syntax to produce quality materials. Supports review to ensure quality deliverables and technical reports, as required.   |
| Document Control Specialist Lead   | Associate Degree or Equivalent                               | 3 to 5 years                          | The Document Control Specialist Lead's role is to lead the Document Control staff performing the Document Release and Information Clearance services. Ensure that work is completed on time, within funding, and to the customer's satisfaction. Thorough knowledge of processes is required. Conducts objective and subjective quality control assessments of document control and information clearance and takes corrective actions when processes fail to meet requirements.  |
| Document Control Specialist        | Associate Degree or Equivalent                               | 1 to 3 years                          | <b>Document Control Specialist:</b> Provides Document Release services into the document control of system. Provides Information Clearance Services. Processes vendor information. Ensures Records and Support Drawing files are maintained and current. Processes distribution of documents to identified personnel.   |

## Attachment 2 – WBS 4.0 Pricing Sheet



|   |                 |
|---|-----------------|
| <b>FIRM FIXED PRICE (FFP) WBS 4.0, Transition</b> |                 |
| <b>Period 8-1-15 to 9-30-15 (2 months)</b>        |                 |
|   |                 |
| <b>SOW</b>  | <b>FFP</b>      |
| <b>WBS</b>  | <b>2 months</b> |
| <b>4.0</b>  |                 |

|  |               |                            |
|--|---------------|----------------------------|
| <b>Proposed Transition Milestone Payment</b> | <b>Amount</b> | <b>Expected % Complete</b> |
| Transition Milestone Payment 1:              |               |                            |
| Transition Milestone Payment 2:              |               |                            |

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## Mission Support Alliance Provision

### ATTACHMENT 3 - GENERAL PROVISIONS FOR COMMERCIAL ITEMS

Rev. 0, October 1, 2014

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*This Subcontract embodies the entire agreement between the Subcontractor and the Buyer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, or inducement or understanding not set forth herein.*

### 1.0 DEFINITIONS

A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:

1. "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives (i.e. "Contract Specialists") acting in their professional capacities (under DOE Prime Contract No. DE-AC06-09RL14728) entering into this Subcontract with the Subcontractor.
2. "Government" shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Contracting Officer.
3. "Head of Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
4. "Item(s)" shall mean commercial item(s) including minor modifications thereto which is customarily used for non-governmental purposes and have been or will be sold, leased, or licensed to the general public.
5. "Service" shall mean a service of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices and not sold on an hourly rate basis unless it is based on an established catalog or market price for a specific end product service.
6. "Subcontract" shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
7. "Subcontractor" shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. "Subcontractor" also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
8. "Supplies" shall mean equipment, components, parts and materials to be provided by Subcontractor and its lower-tier Subcontractors pursuant to this Subcontract.



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9. "Vendor data" shall mean any and all information, data and documentation to be provided by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
10. "Work" shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.

### **2.0 ORDER OF PRECEDENCE**

Inconsistencies shall be resolved according to the following descending order of precedence: (1) item description, (2) the Subcontract document, (3) Special Provisions set forth in the body of the Subcontract and (4) these Commercial Provisions.

### **3.0 SAFETY AND QUALITY STANDARDS**

#### **3.1 INSPECTION, TESTING, AND QUALITY CONTROL**

- A. Subcontractor shall inspect all materials, supplies, and equipment which are to be incorporated in the work. In addition, Subcontractor shall conduct a continuous program of quality control for all work. When requested by the Buyer, Subcontractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Buyer for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all quality control activities contemplated, including provision for adequate documentation of Subcontractor's performance of such quality control and inspection.
- B. Subcontractor shall, during the course of performance of the work hereunder, without additional compensation, make or cause to be made all tests required by this Subcontract. Buyer may require additional inspections and tests. Subcontractor shall furnish Buyer with satisfactory documentation of the results of all inspections and tests. Buyer shall be given not less than five (5) working days notice of any tests to be made by Subcontractor or any of its lower-tier Subcontractors in order that Buyer may witness any such tests.
- C. Buyer and the Government and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the work and all material, supplies and equipment for the work. Subcontractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or equipment, nor approval of or payment to Subcontractor for such work, materials or equipment shall prejudice the right of Buyer or the Government.



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- D. If Subcontractor covers any portion of the work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Buyer, the cost of uncovering and covering the work to allow for such inspection or test shall be borne by the Subcontractor. Buyer may order reexamination of any work. In the event of such reexamination, if any material, equipment or any part of the work is determined by Buyer to be defective, Subcontractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such work is found to be in accordance with the Subcontract requirements upon such reexamination, Buyer shall pay Subcontractor the cost of uncovering and restoration.
- E. Rejection by Buyer of any or all parts of defective work for failure to conform to this Subcontract shall be final and binding. Such rejected work shall be promptly corrected or replaced by Subcontractor at Subcontractor's expense. If Subcontractor fails to commence and diligently continue correction or replacement of such rejected work immediately after receipt of written notice from Buyer to correct or replace the rejected work, Buyer may at its option remove and replace the rejected work, and Subcontractor shall promptly reimburse Buyer for the costs of such removal and replacement of defective work.

### **3.2 COUNTERFEIT FASTENERS AND COMPONENTS**

Buyer reserves the right to question and/or require Subcontractor to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by the Subcontractor under this Subcontract. Any items furnished as part of this Subcontract and which have been previously found by Buyer, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries into and reporting on fasteners and components determined to be counterfeit shall be recovered by Buyer from Subcontractor.

### **3.3 NOTICE OF COMPLETION AND FINAL ACCEPTANCE**

- A. When Subcontractor deems the work fully completed, including satisfactory completion of such inspections, tests, and documentation as are specified in this Subcontract (or in the release Scope of Work and/or testing and acceptance plan), Subcontractor shall, within ten (10) working days thereafter, give a written Notice of Completion of the work to Buyer, specifying the work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Buyer may inspect the work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the work, or shall give the Subcontractor a written



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Notice of Acceptance of the work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.

- B. In the event Buyer rejects the Notice of Completion and specifies defective or uncompleted portions of the work, Subcontractor shall within five (5) working days, provide for Buyer review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the work. Thereafter, Subcontractor shall again give Buyer a written Notice of Completion of the work, specifying a new date for the completion of the work based upon the date such defective or uncompleted portions of the work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Subcontractor written Notice of Acceptance for purposes of final payment and final acceptance.
- C. Any failure by Buyer to inspect or to reject the work or to reject Subcontractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the work for any purpose by Buyer nor imply acceptance of, or agreement with, said Notice of Completion.

### 4.0 TIMING OF WORK

#### 4.1 STOP WORK

- A. The Buyer may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this subcontract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, the Buyer shall either—
  - 1. Cancel the stop-work order; or
  - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or subcontract price, or both, and the subcontract shall be modified, in writing, accordingly, if—



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1. The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this subcontract; and
  2. The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim submitted at any time before final payment under this subcontract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

### 5.0 WORK CONDITIONS

#### 5.1 CONTRACTUAL RELATIONSHIP

- A. Subcontractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work. Subcontractor represents that at the time of submission of its proposal for performance of the work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed. Upon written request by Buyer, Subcontractor shall furnish to it such evidence as Buyer may require relating to the Subcontractor's ability to fully perform this Subcontract. Nothing contained in this Subcontract or any other Subcontract awarded by Subcontractor shall create any contractual relationship between any Subcontractor and Buyer or the Government.
- B. Subcontractor agrees that Subcontractor is an independent Subcontractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Buyer of any responsibility or liability for treating Subcontractor's employees as employees of Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Subcontractor agrees to defend, indemnify and hold Buyer harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Subcontractor, including a sum equal to any unemployment benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Buyer under any merit plan or to Buyer reserve account pursuant to any





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statute. The Subcontractor further agrees, as regards the items set forth below and for work under this Subcontract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Subcontract, so as to fully relieve and protect Buyer and the Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours or work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds or similar assessments.

### 5.2 MATTERS OF COUNTERINTELLIGENCE CONCERN

Subcontractor shall immediately inform the Buyer of any of the following conditions:

- A. Any and all Subcontractor/Subcontractor employee(s) contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Subcontractor's official activities in which: illegal or unauthorized access is sought to classified or otherwise sensitive information or Special Nuclear Material by any means.
- B. The Subcontractor/Subcontractor employee(s) becomes aware of, through circumstance, observation, third party notice or contact, or other source, while either within or outside the United States; any acts, activity or person(s) attempting to obtain, or obtaining, illegal or unauthorized access to classified or otherwise sensitive information or Special Nuclear Material by any means.
- C. The Subcontractor/Subcontractor employee(s) has concerns that he/she may be a target of actual or attempted exploitation by a foreign national or entity.
- D. The Subcontractor is intending to employ a foreign national or foreign nationals (a non-U.S. citizen) for work on the Hanford Site, its facilities, grounds, or associated areas for any purpose.
- E. The Subcontractor is intending to host a meeting for any US-DOE/Hanford Site funded program, activity, or business in which a foreign national(s) (a non-U.S. citizen) will be present. This includes all non-public forums, whether on the Hanford Site proper or held at any off-site location.



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- F. The Subcontractor/Subcontractor employee(s) is traveling to a DOE declared sensitive country on official DOE sponsored travel, regardless of clearance level.
- G. The Subcontractor/Subcontractor employee(s) is traveling for pleasure or as sponsored by a non-DOE/corporate interest to a DOE declared sensitive country and is in possession of a United States (U.S.) DOE security clearance or has held a U.S. DOE security clearance within the past five years, or is currently being processed for a U.S. DOE security clearance.
- H. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. to discuss a sensitive subject.
- I. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. wherein that travel is sponsored, in part or in whole, by a foreign country.

### **5.3 PUBLICITY**

Subcontractor shall not make news releases, publicize or issue advertising pertaining to the work or this Subcontract without first obtaining the written approval of Buyer.

### **5.4 SUBCONTRACTING**

- A. Subcontractor shall not subcontract performance of the work under this Subcontract without first obtaining Buyer acceptance in writing of the Subcontracting and the Subcontractor.
- B. Subcontractor warrants that its lower-tier Subcontractors have been fully informed of the terms of this Subcontract and that all applicable provisions and requirements of this Subcontract are flowed down and invoked in such Subcontracts.

## **6.0 CHANGES**

No substitutions shall be made in this Subcontract without the prior written consent of the Buyer. The Buyer reserves the right to make changes within the general scope of this Subcontract by unilateral modification. Such changes may include changes in (1) the description of the items or services required; (2) the quantities ordered; (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection or acceptance. The Subcontractor shall promptly comply with any such change made by the Buyer. If any change affects the price of or the time required for performance, Subcontractor shall identify the impact as soon as practical and request an equitable adjustment within 10 days of the change notice. The equitable adjustment to the price and/or delivery requirements and other affected provisions of the Subcontract shall be made by a mutual agreement and modification to this Subcontract in a timely manner.



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### 7.0 SUBCONTRACTING PLAN

- A. This clause applies when invoked by the Subcontract, if the value of any single subcontract action is greater than \$650,000.00 or greater than \$1,500,000 if the work is for construction of any public facility, unless the Subcontractor is granted an exemption by the Buyer for a reason allowed by FAR 19.702.
- B. Subcontractor shall utilize small business concerns to the maximum extent practical as required in FAR part 19.702 and FAR 52.219-8 when subcontracting any part of this subcontract.
- C. Subcontractor must prepare, submit for approval, and implement a subcontracting plan which meets the intent and requirements of FAR 19.704 and FAR 52.219-9.
- D. Subcontractor must register in the Government's System for Award Management database and keep the information in the database current throughout the term of this subcontract. [www.sam.gov](http://www.sam.gov).
- E. Subcontractor must register in the SBA Electronic Subcontract Reporting System (ESRS) [www.esrs.gov](http://www.esrs.gov) within 30 days after award of a subcontract.
- F. An Individual Subcontracting Report (ISR) must be filed in the ESRS on a semi-annual basis as required by FAR 52.219-9 for periods ending March 31 and September 30. A Summary Subcontracting Report (SSR) for the entire year must be filed in ESRS for the period ending September 30. The reports must be filed within 30 days of the end of the period, regardless if any subcontracting activity took place during the period, and for the duration of the Subcontract until a final report is submitted.
- G. These requirements must be flowed down to all lower tier Subcontractors with subcontracts which meet the requirements of FAR 19.702.

### 8.0 PAYMENTS

#### 8.1 BACKCHARGES

- A. Costs sustained by Buyer as a result of (1) Subcontractor's non-compliance with any law, ordinance, regulation, rule or order, or this Subcontract, including its Safety provisions; (2) delays to Subcontract performance attributable to unsatisfactory Subcontractor performance; or (3) damage to or loss of property (including the property of Buyer or the Government) resulting from any acts or omissions of Subcontractor or its lower-tier Subcontractors, shall be backcharged to the Subcontractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Subcontractor from pending invoices and if such backcharges exceed invoiced amounts, such



## Mission Support Alliance Provision

backcharges will be invoiced by Buyer to Subcontractor, such backcharges payable within 30 days.

- B. The Subcontractor shall protect from damage at no additional cost to Buyer all existing equipment, materials (whether stored or installed), paving, structures, improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work.

### 8.2 TITLE AND OFFSETS

- A. Subcontractor warrants full and unrestricted title to the Government for all items purchased under this Subcontract and is free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Excess items received that are of a nominal value shall be kept by Buyer at no cost to the Buyer. All items received in excess of Subcontract requirements that are returned shall be returned at Subcontractor's expense.
- B. Buyer is entitled to offset and/or deduct any amount owed to the Subcontractor under this Subcontract for any amounts owed the Buyer under this Subcontract or any other Subcontract with the Buyer.

### 8.3 TAXES

The Subcontractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Subcontract. The Buyer, Mission Support Alliance (Washington State UBI Number 602-931-756), is in possession of a DIRECT PAY PERMIT (number 80) issued by Washington State Department of Revenue, effective August 1, 2013 through July 31, 2017, and shall pay a use tax attributable to materials used in performing work under this Subcontract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Subcontract amount. If the Subcontractor, as a result of this Subcontract becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the Subcontractor shall take such tax credit and assign such tax credit to the Buyer. Note that labor charges for construction and demolition services, which are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.



## **Mission Support Alliance Provision**

### **9.0 WARRANTY**

Subcontractor warrants that all items and services conform to Subcontract specifications, drawings, and other descriptions and will be of merchantable quality, fit and sufficient for the purposes for which they are intended as evidenced in the Subcontract. Warranty shall begin upon Buyer's acceptance and extend for a period of (1) the manufacturer's warranty or six months, whichever is longer, if Subcontractor is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if the Subcontractor is the manufacturer of the item or has modified it. If any nonconformity is discovered within that time, Subcontractor shall promptly repair or replace such items or re-perform services. Transportation of replacement items, return of nonconforming items and repeat performance of services shall be at Subcontractor's expense. If repair, replacement or re-performance of services is not timely, Buyer may elect to return the nonconforming items, repair, replace and/or re-procure the item or service at Subcontractor's expense. This warranty shall restart upon Buyer's acceptance of the repair, replacement or re-performance.

### **10.0 INDEMNITY**

- A. Subcontractor agrees to defend, indemnify and hold harmless the Buyer, Government, affiliated companies and their directors, officers, employees, agents and representatives, from and against all loss, damage, liability, cost and expense (including attorney's fees) arising out of any (1) failure to comply with any law, ordinance, regulation, rule or order, (2) injury (including death) to any person or (3) damage to any property in any way connected with the performance of this Contract. Subcontractor agrees to indemnify, hold harmless and defend Buyer and the Government from and against all laborers', materialman's, mechanics', or other liens arising from the performance of Subcontractor's obligations under this Subcontract and shall keep the premises of Buyer and the Government free from all such claims, liens, and encumbrances.
- B. With respect to claims by employees of Subcontractor or its lower-tier subcontractors, the indemnity obligations created under this Clause, shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for Subcontractor, its lower-tier subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations. Subcontractor specifically waives any bar or limitation against employee lawsuits arising under the workers' compensation laws of the State of Washington

### **11.0 TERMINATION**

#### **11.1 TERMINATION FOR CONVENIENCE**

The Buyer reserves the right to terminate this subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this



## **Mission Support Alliance Provision**

subcontract, the Subcontractor shall be paid a percentage of the subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor can demonstrate to the satisfaction of the Buyer using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Buyer any right to audit the Subcontractor's records. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

### **11.2 TERMINATION FOR CAUSE**

The Buyer may terminate this subcontract, or any part hereof, for cause in the event of any default by the Subcontractor, or if the Subcontractor fails to comply with any subcontract terms and conditions, or fails to provide the Buyer, upon request, with adequate assurances of future performance. In the event of termination for cause, the Buyer shall not be liable to the Subcontractor for any amount for supplies or services not accepted, and the Subcontractor shall be liable to the Buyer for any and all rights and remedies provided by law. If it is determined that the Buyer improperly terminated this subcontract for default, such termination shall be deemed a termination for convenience.

## **12.0 LAW AND REGULATIONS**

### **12.1 RESOLUTION OF DISPUTES**

- A. The Subcontractor and Buyer agree to make good-faith efforts to settle any dispute or claim that arises under this Subcontract through discussion and negotiation. If such efforts fail to achieve a mutually agreeable resolution, the parties agree to alternative disputes resolution (ADR) and to join in such arbitration proceeding as Buyer may determine appropriate. Parties shall submit to such jurisdiction and be bound by the judgment rendered according to the ADR rules. Subcontractor shall proceed diligently without interruption in the performance of this Subcontract pending final resolution of any dispute arising under this Subcontract between the parties hereto or between the Subcontractor and its lower-tier Subcontractors.
- B. If ADR fails or is not used, the parties agree that the appropriate forum for resolution shall be a court of competent jurisdiction in the State of Washington.
- C. No interest is payable to Subcontractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).



## Mission Support Alliance Provision

### 12.2 GRATUITIES

- A. The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Subcontractor, its agent, or another representative –
  - 1. Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
  - 2. Intended, by the gratuity, to obtain a subcontract or favorable treatment under a subcontract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this subcontract is terminated under paragraph (a) of this clause, the Buyer is entitled—
  - 1. To pursue the same remedies as in a breach of the subcontract; and
  - 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Subcontractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this subcontract uses money appropriated to the Department of Defense.)
- D. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subcontract.

### 12.3 ASSIGNMENT

Neither this Subcontract nor any portion hereof shall be assigned or delegated without Buyer's prior written consent. This shall include assignments of Subcontractor's accounts receivable. Buyer reserves the right to assign this Subcontract to DOE or its designee, and in case of such assignment and by notice to the Subcontractor, Buyer shall have no further Subcontract responsibility.

### 13.0 CLAUSES INCORPORATED BY REFERENCE

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.



## Mission Support Alliance Provision

- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contracting Officer," and equivalent phrases shall mean "Buyer," except the terms "Government," and "Contracting Officer" do not change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.
- C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at [www.hanford.gov/pmm](http://www.hanford.gov/pmm).
- D. Referenced Clauses

| <u>FAR/DEAR REFERENCE</u>  | <u>CLAUSE TITLE</u>   | <u>NOTE</u>  |
|--|---|--|
| <b>The below clauses apply to all subcontracts regardless of the dollar threshold.</b> |   |  |
| FAR 52.204-9   | Personal Identity Verification of Contractor Personnel (JAN 2011) | Applies when Subcontractor will have <b><i>routine</i></b> access to federal facilities and/or federal computer systems, regardless of dollar threshold. |
| FAR 52.222-21  | Prohibition of Segregated Facilities (FEB 1999)                   | Applies to all subcontracts subject to FAR 52.222-26.  |
| FAR 52.222-26  | Equal Opportunity (MAR 2007)                                      | Applies to all subcontracts not exempted by Executive Order 11246.   |
| FAR 52.222-50  | Combating Trafficking in Persons (APR 2006)                       | None   |
| FAR 52.225-13  | Restrictions on Certain Foreign Purchases (JUN 2008)              | None   |
| FAR 52.244-6   | Subcontracts For Commercial Items (DEC 2010)                      | None   |
| FAR 52.245-1   | Government Property (AUG 2010)                                    | Applies to subcontracts involving government property.   |
| DEAR 952.203-70  | Whistleblower Protection for Contractor Employees (DEC 2000)      | Applies to all subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or                                     |





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|   |   | leased sites.  |
| DEAR 952.204-2  | Security (MAR 2011)   | Applies to all subcontracts requiring a facility clearance.  |
| DEAR 952.204-70   | Classification/Declassification (SEP 1997)  | Applies to all subcontracts involving classified information,  |
| DEAR 952.250-70   | Nuclear Hazards Indemnity Agreement (JUN 1996)  | Applies to all subcontracts which may involve risk of public liability, unless Subcontractor is subject to Nuclear Regulatory Commission (NRC) sections 170b, 170c, or 170k. |
| DEAR 970.5204-2   | Laws, Regulations, and DOE Directives (DEC 2000)  | None   |
| DEAR 970.5227-1   | Rights in Data – Facilities (DEC 2000)  | Applies to all subcontracts involving technical data and computer software.  |
| DEAR 970.5227-2   | Rights in Data – Technology Transfer (DEC 2000)   | None   |
| DEAR 970.5227-6   | Patent Indemnity - Subcontracts (Dec 2000)  | None   |
| DEAR 970.5227-9   | Notice of Right to Request Patent Waiver (Dec 2000)   | None   |
| DEAR 970.5227-10  | Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor | None   |
| DEAR 970.5227-11  | Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (DEC 2000) | None   |
| DEAR 970.5232-3   | Accounts, Records, and Inspection (DEC 2010)<br>Alternate I (DEC 2000)  | None   |
| <b>The below clause applies to all subcontracts exceeding \$250.00</b>  |   |  |
| FAR 52.227-9  | Refunds of Royalties (APR 1984)   |  |
| <b>The below clauses apply to all subcontracts exceeding \$3,000.00</b> |   |  |
| FAR 52.222-54   | Employment Eligibility Verification (JAN 2009)  | Except when the subcontract is for commercial off-the-shelf  |



## Mission Support Alliance Provision

|   |  |   |
|---|--|---|
|   |  | items.  |
| <b>The below clause applies to all subcontracts exceeding \$15,000.00</b> |  |   |
| FAR 52.222-36   | Affirmative Action for Workers with Disabilities (OCT 2010)  | None.   |
| <b>The below clauses apply to all subcontracts exceeding \$100,000.00</b> |  |   |
| FAR 52.222-35   | Equal Opportunity for Veterans (SEP 2010)  | None.   |
| FAR 52.222-36   | Affirmative Action for Workers with Disabilities (OCT 2010)  | None.   |
| <b>The below clauses apply to all subcontracts exceeding \$150,000.00</b> |  |   |
| FAR 52.203-6  | Restrictions of Subcontractor Sales to the Government (SEP 2006)   | None.   |
| FAR 52.203-7  | Anti-Kickback Procedures (OCT 2010)  | None.   |
| FAR 52.203-12   | Limitations on Payments to Influence Certain Federal Transactions (OCT 2010)   | None.   |
| FAR 52.219-8  | Utilization of Small Business Concerns (JAN 2011)  | None.   |
| FAR 52.222-36   | Affirmative Action for Workers with Disabilities (OCT 2010)  | None.   |
| FAR 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)   | None.   |
| <b>The below clauses apply to all subcontracts exceeding \$500,000.00</b> |  |   |
| DEAR 952.226-74   | Displaced Employee Hiring Preference (JUN 1997)  | None.   |
| DEAR 952.223-78   | Sustainable Acquisition Program (OCT 2010)   | Applies to all subcontracts that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. |
| DEAR 970.5226-2   | Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000) | None.   |



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| The below clauses apply to all subcontracts exceeding \$650,000.00 |   |  |
|--|---|--|
| FAR 52.219-9   | Small Business Subcontracting Plan (OCT 2001)       | None   |
| FAR 52.219-16  | Liquidated Damages – Subcontracting Plan (JAN 1999) | Applies to all subcontracts subject to FAR 52.219.16 |

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## Mission Support Alliance Provision

### ATTACHMENT 4 - GENERAL PROVISIONS – FIXED-PRICE SUBCONTRACTS

Rev. 0 October 1, 2014

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*This Subcontract embodies the entire agreement between the Subcontractor and the Buyer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, or inducement or understanding not set forth herein.*

### 1.0 DEFINITIONS

A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise.

1. "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives (i.e. "Contract Specialists") acting in their professional capacities (under DOE Prime Contract No. DE-AC06-09RL14728) entering into this Subcontract with the Subcontractor.
2. "Government" shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Buyer.
3. "Head of Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
4. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
5. "Subcontract" shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
6. "Subcontractor" shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. "Subcontractor" also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
7. "Supplies" shall mean equipment, components, parts and materials to be provided by Subcontractor and its lower-tier Subcontractors pursuant to this Subcontract.
8. "Vendor data" shall mean any and all information, data and documentation to be provided by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
9. "Work" shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.



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### **2.0 ORDER OF PRECEDENCE**

- A. In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, written direction and instructions, and documents (collectively, the "Subcontract"), the following order of precedence shall govern resolution: (1) Buyer's written Subcontract modifications, direction, and instructions; (2) Subcontract form and clauses, including clauses incorporated by reference; (3) Technical instructions, including the Statement of Work (SOW), drawings, exhibits and attachments, and applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Subcontract.
- B. Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the "laws"). In the event of a conflict with laws, the specific conflicting term of the Subcontract shall be considered null and without effect, and laws shall govern. All remaining terms unaffected by said laws should continue in force.

### **3.0 SAFETY AND QUALITY STANDARDS**

#### **3.1 INSPECTION, TESTING, AND QUALITY CONTROL**

- A. Subcontractor shall inspect all materials, supplies, and equipment which are to be incorporated in the work. In addition, Subcontractor shall conduct a continuous program of quality control for all work. When requested by the Buyer, Subcontractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Buyer for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all quality control activities contemplated, including provision for adequate documentation of Subcontractor's performance of such quality control and inspection.
- B. Subcontractor shall, during the course of performance of the work hereunder, without additional compensation, make or cause to be made all tests required by this Subcontract. Buyer may require additional inspections and tests. Subcontractor shall furnish Buyer with satisfactory documentation of the results of all inspections and tests. Buyer shall be given not less than five (5) working days' notice of any tests to be made by Subcontractor or any of its lower-tier Subcontractors in order that Buyer may witness any such tests.
- C. Buyer and the Government and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the work and all material, supplies and equipment for the work. Subcontractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or





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equipment, nor approval of or payment to Subcontractor for such work, materials or equipment shall prejudice the right of Buyer or the Government.

- D. If Subcontractor covers any portion of the work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Buyer, the cost of uncovering and covering the work to allow for such inspection or test shall be borne by the Subcontractor. Buyer may order reexamination of any work. In the event of such reexamination, if any material, equipment or any part of the work is determined by Buyer to be defective, Subcontractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such work is found to be in accordance with the Subcontract requirements upon such reexamination, Buyer shall pay Subcontractor the cost of uncovering and restoration.
- E. Rejection by Buyer of any or all parts of defective work for failure to conform to this Subcontract shall be final and binding. Such rejected work shall be promptly corrected or replaced by Subcontractor at Subcontractor's expense. If Subcontractor fails to commence and diligently continue correction or replacement of such rejected work immediately after receipt of written notice from Buyer to correct or replace the rejected work, Buyer may at its option remove and replace the rejected work, and Subcontractor shall promptly reimburse Buyer for the costs of such removal and replacement of defective work.

### **3.2 CONDITIONS AND RISKS OF WORK**

Subcontractor represents that it has carefully examined the drawings and specifications for the work and has fully acquainted itself with all other conditions relevant to the work, and its surroundings, and Subcontractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the work, or negligence, if any, of Buyer, fully complete the work for the stated Subcontract price without further recourse to Buyer. Information on the site of the work and local conditions at such site furnished by Buyer in specifications, drawings or otherwise is not guaranteed by Buyer and is furnished only for the convenience of Subcontractor.

### **3.3 COUNTERFEIT FASTENERS AND COMPONENTS**

Buyer reserves the right to question and/or require Subcontractor to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by the Subcontractor under this Subcontract. Any items furnished as part of this Subcontract and which have been previously found by Buyer, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries



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into and reporting on fasteners and components determined to be counterfeit shall be recovered by Buyer from Subcontractor.

### 4.0 TIMING OF WORK

#### 4.1 REPORTING AND COORDINATION

- A. During the performance of work, Subcontractor shall submit to Buyer periodic progress reports on the actual progress and updated schedules as may be required by this Subcontract or requested by Buyer. In the event Subcontractor's performance of the work is not in compliance with the schedule established for such performance, Buyer may, in writing, require the Subcontractor to submit its plan for schedule recovery, or specify in writing the steps to be taken to achieve compliance with such schedule, and/or exercise any other remedies under this Subcontract. Subcontractor shall thereupon take such steps as may be directed by Buyer or otherwise necessary to improve its progress without additional cost to Buyer.
- B. Subcontractor recognizes that Buyer, the Government, other Subcontractors and lower-tier Subcontractors may be working concurrently at the jobsite. Subcontractor agrees to cooperate with Buyer, the Government and other Subcontractors and lower-tier Subcontractors so that the project as a whole will progress with a minimum of delays. Buyer reserves the right to direct Subcontractor to schedule the order of performance of its work in such manner as not to interfere with the performance of others.
- C. If any part of Subcontractor's work is dependent upon the quality and/or completeness of work performed under another Subcontract, Subcontractor shall inspect such other work and promptly report to Buyer any defects therein which render such work unsuitable for the proper execution of the work under this Subcontract. Failure to make such inspections or to report any such defects to Buyer shall constitute Subcontractor's acceptance of such other work as suitable to receive Subcontractor's work; provided however, that Subcontractor shall not be responsible for defects that could not have reasonably been detected.

#### 4.2 DELAYS

- A. Except for defaults of subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Buyer in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default"



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includes failure to make progress in the work so as to endanger performance.

- B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless:
  - 1. The subcontracted supplies or services were obtainable from other sources;
  - 2. The Buyer ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
  - 3. The Subcontractor failed to comply reasonably with this order.
- C. Upon request of the Subcontractor, the Buyer shall ascertain the facts and extent of the failure. If the Buyer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Buyer under the termination clause of this subcontract.

### 4.3 STOP WORK

- A. The Buyer may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this subcontract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, the Buyer shall either—
  - 1. Cancel the stop-work order; or
  - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or subcontract price, or both, and the subcontract shall be modified, in writing, accordingly, if—



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1. The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this subcontract; and
  2. The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim submitted at any time before final payment under this subcontract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order

### 4.4 SUSPENSION OF WORK

- A. The Buyer may order the Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the work of this subcontract for the period of time that the Buyer determines appropriate for the convenience of the Buyer.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Buyer in the administration of this subcontract, or (2) by the Buyer's failure to act within the time specified in this subcontract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the subcontract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this subcontract.
- C. A claim under this clause shall not be allowed—
1. For any costs incurred more than 20 days before the Subcontractor shall have notified the Buyer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
  2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or



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interruption, but not later than the date of final payment under the subcontract.

### 4.5 POSSESSION PRIOR TO COMPLETION

Buyer and/or the Government shall have the right to move into Subcontractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Subcontractor's work as Buyer or the Government deem necessary for their operations. In the event Buyer or the Government desires to exercise the foregoing right, Buyer will so notify Subcontractor in writing. Such possession or use shall not constitute acceptance of Subcontractor's work.

### 4.6 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

- A. When Subcontractor deems the work fully completed, including satisfactory completion of such inspections, tests, and documentation as are specified in this Subcontract (or in the release Scope of Work and/or testing and acceptance plan), Subcontractor shall, within ten (10) working days thereafter, give a written Notice of Completion of the work to Buyer, specifying the work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Buyer may inspect the work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the work, or shall give the Subcontractor a written Notice of Acceptance of the work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.
- B. In the event Buyer rejects the Notice of Completion and specifies defective or uncompleted portions of the work, Subcontractor shall within five (5) working days, provide for Buyer review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the work. Thereafter, Subcontractor shall again give Buyer a written Notice of Completion of the work, specifying a new date for the completion of the work based upon the date such defective or uncompleted portions of the work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Subcontractor written Notice of Acceptance for purposes of final payment and final acceptance.
- C. Any failure by Buyer to inspect or to reject the work or to reject Subcontractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the work for any purpose by Buyer nor imply acceptance of, or agreement with, said Notice of Completion.

## 5.0 WORK CONDITIONS



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### 5.1 CONTRACTUAL RELATIONSHIP

Subcontractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized, and financed to perform such work. Subcontractor represents that at the time of submission of its proposal for performance of the work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed. Upon written request by Buyer, Subcontractor shall furnish to it such evidence as Buyer may require relating to the Subcontractor's ability to fully perform this Subcontract. Nothing contained in this Subcontract or any other Subcontract awarded by Subcontractor shall create any contractual relationship between any Subcontractor and Buyer or the Government.

Subcontractor agrees that Subcontractor is an independent Subcontractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Buyer of any responsibility or liability for treating Subcontractor's employees as employees of Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Subcontractor agrees to defend, indemnify and hold Buyer harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Subcontractor, including a sum equal to any unemployment benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Buyer under any merit plan or to Buyer reserve account pursuant to any statute. The Subcontractor further agrees, as regards the items set forth below and for work under this Subcontract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Subcontract, so as to fully relieve and protect Buyer and the Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours or work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds or similar assessments.

### 5.2 SUBCONTRACTS AND PURCHASE ORDERS

- A. Subcontractor shall not subcontract any on-site work and/or any significant aspects of off-site Subcontract performance without first identifying the proposed Subcontractor and Subcontract scope to Buyer. When requested by Buyer, Subcontractor shall furnish Buyer a copy of the proposed Subcontract demonstrating that all appropriate flow-down provisions and requirements are included and will be met. Buyer reserves



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the right to reject any proposed Subcontract or Subcontractor as incomplete or unsuitable. Failure of Subcontractor to notify Buyer in advance of Subcontracting may be considered a material breach of these Subcontract terms.

- B. Subcontractor is responsible for Subcontract performance and performance of its lower-tier Subcontractors regardless of having notified Buyer of the intent to Subcontract. On request of Buyer, any Subcontractor not performing in accordance with the terms of this Subcontract shall be replaced at no additional cost to Buyer and shall not be employed again on the work.
- C. Subcontractor shall include a provision in every Subcontract authorizing assignment of such Subcontract to Buyer or the Government without requiring consent from such Subcontractor or supplier
- D. As used in clause "A" above, the term "Subcontract" shall also include purchase orders and rental agreements for materials or equipment, and the term "Subcontractor" shall also include vendors or suppliers of such material or equipment when significant to Subcontract performance.

### 5.3 PERMITS AND LICENSES

Subcontractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Buyer responsibility elsewhere in this Subcontract), certificates and licenses required by governmental authorities having jurisdiction over the work, Subcontractor or the location of the work.

### 5.4 MATTERS OF COUNTERINTELLIGENCE CONCERN

- A. Subcontractor shall immediately inform the Buyer of any of the following conditions:
  - 1. Any and all Subcontractor/Subcontractor employee(s) contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Subcontractor's official activities in which: illegal or unauthorized access is sought to classified or otherwise sensitive information or Special Nuclear Material by any means.
  - 2. The Subcontractor/Subcontractor employee(s) becomes aware of, through circumstance, observation, third party notice or contact, or other source, while either within or outside the United States; any acts, activity or person(s) attempting to obtain, or obtaining, illegal or unauthorized access to classified or otherwise sensitive information or Special Nuclear Material by any means.



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3. The Subcontractor/Subcontractor employee(s) has concerns that he/she may be a target of actual or attempted exploitation by a foreign national or entity.
4. The Subcontractor is intending to employ a foreign national or foreign nationals (a non-U.S. citizen) for work on the Hanford Site, its facilities, grounds, or associated areas for any purpose.
5. The Subcontractor is intending to host a meeting for any US-DOE/Hanford Site funded program, activity, or business in which a foreign national(s) (a non-U.S. citizen) will be present. This includes all non-public forums, whether on the Hanford Site proper or held at any off-site location.
6. The Subcontractor/Subcontractor employee(s) is traveling to a DOE declared sensitive country on official DOE sponsored travel, regardless of clearance level.
7. The Subcontractor/Subcontractor employee(s) is traveling for pleasure or as sponsored by a non-DOE/corporate interest to a DOE declared sensitive country and is in possession of a United States (U.S.) DOE security clearance or has held a U.S. DOE security clearance within the past five years, or is currently being processed for a U.S. DOE security clearance.
8. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. to discuss a sensitive subject.
9. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. wherein that travel is sponsored, in part or in whole, by a foreign country.

### 5.5 PUBLICITY

Subcontractor shall not make news releases, publicize or issue advertising pertaining to the work or this Subcontract without first obtaining the written approval of Buyer.

### 5.6 PROPRIETARY RIGHTS

All materials which Subcontractor is required to prepare or develop in the performance and completion of Subcontractor's scope of work hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of Buyer. Subcontractor agrees to execute all documents and to take all steps requested by Buyer which are desirable to complete such ownership and property rights.





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### 5.7 TRAVEL

Travel Costs are not allowable expenses unless authorized elsewhere in this Subcontract by the Buyer and such costs are in accordance with the Federal Travel Regulations.

### 5.8 SCHEDULE COORDINATION

Daily work schedules, facility operations, and holidays can vary on the Hanford Site. Some organizations and facilities observe alternate Friday closures. BEFORE scheduling work, or arriving on site, the Subcontractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Contract Specialist and BTR.

The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc., which result from Subcontractor's failure to obtain specific schedule approval in advance.

## 6.0 CHANGES

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
  - 1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Buyer in accordance with the drawings, designs, or specifications.
  - 2. Method of shipment or packing.
  - 3. Place of delivery.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this subcontract, whether or not changed by the order, the Buyer shall make an equitable adjustment in the subcontract price, the delivery schedule, or both, and shall modify the subcontract.
- C. The Subcontractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Buyer decides that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the subcontract.
- D. If the Subcontractor's proposal includes the cost of property made obsolete or excess by the change, the Buyer shall have the right to prescribe the manner of the disposition of the property.



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- E. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Subcontractor from proceeding with the subcontract as changed.

**Alternate I (Apr 1984).** If the requirement is for services, other than architect-engineer or other professional services, and no supplies are to be furnished, substitute the following paragraph A. for paragraph A. of the basic clause:

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
1. Description of services to be performed.
  2. Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  3. Place of performance of the services.

**Alternate II (Apr 1984).** If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute the following paragraph A. for paragraph A. of the basic clause:

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
1. Description of services to be performed.
  2. Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  3. Place of performance of the services.
  4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Buyer in accordance with the drawings, designs, or specifications.
  5. Method of shipment or packing of supplies.
  6. Place of delivery.

**Alternate III (Apr 1984).** If the requirement is for architect-engineer or other professional services, substitute the following paragraph A. for paragraph A. of the basic clause and add the following paragraph F.:

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed.

\* \* \* \* \*



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- F. No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of the Buyer.

**Alternate IV (Apr 1984).** If the requirement is for transportation services, substitute the following paragraph A. for paragraph A. of the basic clause:

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
1. Specifications.
  2. Work or services.
  3. Place of origin.
  4. Place of delivery.
  5. Tonnage to be shipped.
  6. Amount of Government-furnished property.

**Alternate V (Apr 1984).** If the requirement is for research and development and it is desired to include the clause, substitute the following paragraphs A.1. and A.3. and paragraph B. for paragraphs A.1. and A.3. and paragraph B. of the basic clause:

A. \*\*\*

1. Drawings, designs, or specifications.

\* \* \* \* \*

3. Place of inspection, delivery, or acceptance.

B. If any such change causes an increase or decrease in the cost of, or time required for, performing this subcontract, whether or not changed by the order, the Buyer shall make an equitable adjustment in—

1. The subcontract price, the time of performance, or both; and
2. Other affected terms of the subcontract, and shall modify the subcontract accordingly.

### 7.0 SUBCONTRACTING PLAN

- A. This clause applies when invoked by the Subcontract, if the value of any single subcontract action is greater than \$650,000.00 or greater than \$1,500,000 if the work is for construction of any public facility, unless the Subcontractor is granted an exemption by the Buyer for a reason allowed by FAR 19.702.



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- B. Subcontractor shall utilize small business concerns to the maximum extent practical as required in FAR part 19.702 and FAR 52.219-8 when subcontracting any part of this subcontract.
- C. Subcontractor must prepare, submit for approval, and implement a subcontracting plan which meets the intent and requirements of FAR 19.704 and FAR 52.219-9.
- D. Subcontractor must register in the Government's System for Award Management database and keep the information in the database current throughout the term of this subcontract. [www.sam.gov](http://www.sam.gov).
- E. Subcontractor must register in the SBA Electronic Subcontract Reporting System (ESRS) [www.csr.gov](http://www.csr.gov) within 30 days after award of a subcontract.
- F. An Individual Subcontracting Report (ISR) must be filed in the ESRS on a semi-annual basis as required by FAR 52.219-9 for periods ending March 31 and September 30. A Summary Subcontracting Report (SSR) for the entire year must be filed in ESRS for the period ending September 30. The reports must be filed within 30 days of the end of the period, regardless if any subcontracting activity took place during the period, and for the duration of the Subcontract until a final report is submitted.
- G. These requirements must be flowed down to all lower tier Subcontractors with subcontracts which meet the requirements of FAR 19.702.

### 8.0 PAYMENTS

#### 8.1 BACKCHARGES

Costs sustained by Buyer as a result of (1) Subcontractor's non-compliance with any law, ordinance, regulation, rule or order, or this Subcontract, including its Safety provisions; (2) delays to Subcontract performance attributable to unsatisfactory Subcontractor performance; or (3) damage to or loss of property (including the property of Buyer or the Government) resulting from any acts or omissions of Subcontractor or its lower-tier Subcontractors, shall be backcharged to the Subcontractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Subcontractor from pending invoices and if such backcharges exceed invoiced amounts, such backcharges will be invoiced by Buyer to Subcontractor, such backcharges payable within 30 days.

#### 8.2 RIGHT TO OFFSET

Buyer, without waiver or limitation of any rights or remedies of Buyer, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Subcontractor in connection with this Subcontract (or any other Subcontract with Buyer), any and all amounts owed by Subcontractor to Buyer or the Government in connection with this Subcontract.



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### 8.3 FINAL PAYMENT CERTIFICATION AND RELEASE

Buyer shall not be obligated to make final payment to Subcontractor until Subcontractor has delivered to Buyer a certificate and release satisfactory to Buyer that Subcontractor has fully performed under this Subcontract and that all claims of Subcontractor for the work are satisfied upon the making of such final payment, that no property of the Government or property used in connection with the work is subject to any unsatisfied lien or claim as a result of the performance of the work, that all rights of lien against the Government's property in connection with the work are released (including without limitation, if Buyer requests, releases of lien satisfactory in form to Buyer executed by all persons who by reason of furnishing material, labor or other services to Subcontractor for the work or potential lienors against the Government's property), and that Subcontractor has paid in full all outstanding obligations against the work.

### 8.4 TAXES

The Subcontract price includes all taxes, duties and fees. The Subcontractor shall not be reimbursed for personal property taxes on construction equipment and other property owned by the Subcontractor, nor on taxes on net income of the Subcontractor.

The Subcontractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Subcontract. The Buyer, Mission Support Alliance, LLC (Washington State UBI Number 602-931-756), is in possession of a DIRECT PAY PERMIT (number 80) issued by Washington State Department of Revenue, effective August 1, 2013 through July 31, 2017, and shall pay a use tax attributable to materials used in performing work under this Subcontract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Subcontract amount. If the Subcontractor, as a result of this Subcontract becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the Subcontractor shall take such tax credit and assign such tax credit to the Buyer. Note that labor charges for construction and demolition services, which are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.

### 8.5 INTEREST PAYMENT

No interest is payable to Subcontractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).

## 9.0 WARRANTY

- A. Subcontractor warrants that the work shall comply strictly with the provisions of this Subcontract and all specifications, drawings and standards referred to in this



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Subcontract or thereafter furnished by Buyer, and that the work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Subcontractor. Subcontractor further warrants that all materials, equipment and supplies furnished by Subcontractor for the work shall be new, merchantable, of the most suitable grade and fit for their intended purposes unless specifically provided in this Subcontract. Without limitation of any other rights or remedies of Buyer, if any defect in the work in violation of the foregoing warranties arises within the period set forth below, Subcontractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to Buyer, design and engineering, labor, equipment and materials necessary to correct such defect and cause the work to comply fully with the foregoing warranties.

- B. Subcontractor's warranties set forth in clause A. above shall extend for twenty-four (24) months after the date of final written acceptance of the work by Buyer, or eighteen (18) months after the start of regular operation or use of the work by Buyer, whichever occurs first. Any period wherein the work is not available for use due to defects in materials, workmanship or engineering furnished by Subcontractor shall extend the warranty period by an equal period of time.
- C. Design and engineering, labor, equipment, and materials furnished by Subcontractor pursuant to clause A. above to correct defects shall be warranted by Subcontractor in accordance with the warranties set forth in clause A for a period of eighteen (18) months from the date of completion of the correction, or for the remainder of the warranty period set forth in clause B. above, whichever is longer.
- D. In the event Subcontractor shall have been notified of any defects in the work in violation of Subcontractor's foregoing warranties and shall fail to promptly and adequately correct such defects, Buyer shall have the right to correct or to have such defects corrected for the account of Subcontractor, and Subcontractor shall promptly pay Buyer the costs incurred in correcting such defects.
- E. Subcontractor shall include, at a minimum, the foregoing warranty requirements in any Subcontract that it places.
- F. Subcontractor warrants that all services supplied by Subcontractor in performance of this Subcontract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. At any time and for any reason, Buyer may require Subcontractor to withdraw the services of any person and, in addition, request that Subcontractor promptly provide replacements for such persons satisfactory to Buyer. In addition to the other indemnification provisions within this Subcontract, Subcontractor specifically agrees to indemnify and hold harmless Buyer, from and against any liabilities, claims, charges, or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights under this Article.

### 10.0 INSPECTION OF SERVICES – FIXED-PRICE



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- A. Definitions. "Services," as used in this clause, includes services performed and when applicable, materials furnished or utilized in the performance of services.
- B. Subcontractor shall provide and maintain an internal quality control/inspection system covering the services performed under this Subcontract that is acceptable to the Buyer. However, Buyer acceptance does not relieve the Subcontractor in any way for full performance responsibility.
- C. 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 this Subcontract.
- D. 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.
- E. 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.
- F. 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.
- G. 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."

### 11.0 INDEMNITY

Subcontractor agrees to defend, indemnify, and hold harmless Buyer and the Government, the affiliated companies of each, and all of their directors, officers, employees, agents and representatives, from and against:



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- A. Any claim, demand, cause of action, liability, loss, or expense arising by reason of Subcontractor's actual or asserted failure to comply with any law, ordinance, regulation, rule or order, or with this Subcontract. This Clause includes, but is not limited to, fines or penalties by Government authorities and claims arising from Subcontractor's actual or asserted failure to pay taxes.
- B. Any claim, demand, cause of action, liability, loss or expense arising from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret, or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information, including construction methods, construction equipment, and temporary construction facilities, furnished by Subcontractor or its lower-tier Subcontractors in performance of the work. Should any goods or services provided by Subcontractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Subcontractor shall, at Buyer's option, either procure for Buyer and the Government the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing good or services.
- C. Any claim, demand, cause of action, liability, loss or expense arising from injury to or death of persons (including employees of Buyer, the Government, Subcontractor and Subcontractor's lower-tier Subcontractors) or from damage to or loss of property (including the property of Buyer or the Government) arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor or its lower-tier Subcontractors in accordance with the State of Washington Comparative Fault Statute (RCW 4.22). Subcontractor's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by Subcontractor of construction equipment, tools, scaffolding, or facilities furnished to Subcontractor by Buyer or the Government.
- D. Any claim, demand, cause of action, liability, loss or expense for actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor, or its lower-tier Subcontractors.
- E. Subcontractor's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss, or damage was caused solely by the negligence or willful misconduct of, or by defects in design furnished by, the party to be indemnified. Subcontractor's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Buyer or the Government for legal action to enforce Subcontractor's indemnity obligations.





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- F. In the event that the indemnity provisions in this Subcontract are contrary to the law governing this Subcontract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowable by applicable law.
- G. With respect to claims by employees of Subcontractor or its lower-tier Subcontractors, the indemnity obligations created under this Clause, shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for Subcontractor, its lower-tier Subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations, and Subcontractor waives any limitation of liability arising from workers' compensation or such other acts or regulations.
- H. Buyer shall be entitled to retain from payments otherwise due Subcontractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Subcontractor's indemnity obligations under this Clause, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to Buyer.

### 12.0 LIMITATION OF LIABILITY – SERVICES

- A. 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).
- B. 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:
  - 1. All or substantially all of the Subcontractor's business;
  - 2. 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
  - 3. A separate and complete major industrial operation connected with the performance of the Subcontract.
- C. 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



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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.

- D. 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.

### 13.0 TERMINATION

#### 13.1 TERMINATION FOR DEFAULT

- A.1. The Buyer may, subject to paragraphs C. and D. of this clause, by written notice of default to the Subcontractor, terminate this subcontract in whole or in part if the Subcontractor fails to—
- (i) Deliver the supplies or to perform the services within the time specified in this subcontract or any extension;
  - (ii) Make progress, so as to endanger performance of this subcontract (but see paragraph A.2. of this clause); or
  - (iii) Perform any of the other provisions of this subcontract (but see paragraph A.2. of this clause).
- A.2. The Buyer's right to terminate this subcontract under subdivisions A.1. (ii) and A.1. (iii) of this clause, may be exercised if the Subcontractor does not cure such failure within 10 days (or more if authorized in writing by the Buyer) after receipt of the notice from the Buyer specifying the failure.
- B. If the Buyer terminates this subcontract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, supplies or services similar to those terminated, and the Subcontractor will be liable to the Buyer for any excess costs for those supplies or services. However, the Subcontractor shall continue the work not terminated.
- C. Except for defaults of subcontractors at any tier, the Subcontractor shall not be liable for any excess costs if the failure to perform the subcontract arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Buyer or Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.



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- D. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Subcontractor, and without the fault or negligence of either, the Subcontractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Subcontractor to meet the required delivery schedule.
- E. If this subcontract is terminated for default, the Buyer may require the Subcontractor to transfer title and deliver to the Buyer, as directed by the Buyer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Subcontractor has specifically produced or acquired for the terminated portion of this subcontract. Upon direction of the buyer, the Subcontractor shall also protect and preserve property in its possession in which the Buyer has an interest.
- F. The Buyer shall pay contract price for completed supplies delivered and accepted. The Subcontractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Buyer may withhold from these amounts any sum the Buyer determines to be necessary to protect the Buyer against loss because of outstanding liens or claims of former lien holders.
- G. If, after termination, it is determined that the Subcontractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Buyer.
- H. The rights and remedies of the Buyer in this clause are in addition to any other rights and remedies provided by law or under this subcontract.

### 13.2 TERMINATION FOR CONVENIENCE

- E. The Buyer may terminate performance of work under this subcontract in whole or, from time to time, in part if the Buyer determines that a termination is in the Buyer's interest. The Buyer shall terminate by delivering to the Subcontractor a Notice of Termination specifying the extent of termination and the effective date.
- F. After receipt of a Notice of Termination, and except as directed by the Buyer, the Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:



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Stop work as specified in the notice.

1. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the subcontract.
2. Terminate all subcontracts to the extent they relate to the work terminated.
3. Assign to the Buyer, as directed by the Buyer, all right, title, and interest of the Subcontractor under the subcontracts terminated, in which case the Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
4. With approval or ratification to the extent required by the Buyer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
5. As directed by the Buyer, transfer title and deliver to the Buyer—
  - i. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the subcontract had been completed, would be required to be furnished to the Government
6. Complete performance of the work not terminated.
7. Take any action that may be necessary, or that the Buyer may direct, for the protection and preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which the Buyer has or may acquire an interest.
8. Use its best efforts to sell, as directed or authorized by the Buyer, any property of the types referred to in paragraph B.6. of this clause; provided, however, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Buyer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Buyer under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by the Buyer.



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- G. The Subcontractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Buyer upon written request of the Subcontractor within this 120-day period.
- H. After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Subcontractor may submit to the Buyer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Buyer. The Subcontractor may request the Buyer to remove those items or enter into an agreement for their storage. Within 15 days, the Buyer will accept title to those items and remove them or enter into a storage agreement. The Buyer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- I. After termination, the Subcontractor shall submit a final termination settlement proposal to the Buyer in the form and with the certification prescribed by the Buyer. The Subcontractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Buyer upon written request of the Subcontractor within this 1-year period. However, if the Buyer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Subcontractor fails to submit the proposal within the time allowed, the Buyer may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.
- J. Subject to paragraph E. of this clause, the Subcontractor and the Buyer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph F. or paragraph G. of this clause, exclusive of costs shown in paragraph G.3. of this clause, may not exceed the total subcontract price as reduced by (1) the amount of payments previously made and (2) the subcontract price of work not terminated. The subcontract shall be modified, and the Subcontractor paid the agreed amount. Paragraph G. of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- K. If the Subcontractor and the Buyer fail to agree on the whole amount to be paid because of the termination of work, the Buyer shall pay the Subcontractor the amounts determined by the Buyer as follows, but without duplication of any amounts agreed on under paragraph F. of this clause:
  - 1. The subcontract price for completed supplies or services accepted by the Buyer (or sold or acquired under paragraph B.9. of this clause) not



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previously paid for, adjusted for any saving of freight and other charges.

2. The total of—
  - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph G.1. of this clause;
  - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision G.2. (i) of this clause; and
  - (iii) A sum, as profit on subdivision G.2. (i) of this clause, determined by the Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire subcontract had it been completed, the Buyer shall allow no profit under this subdivision G.2. (iii) and shall reduce the settlement to reflect the indicated rate of loss.
3. The reasonable costs of settlement of the work terminated, including
  - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- L. Except for normal spoilage, and except to the extent that the Buyer expressly assumed the risk of loss, the Buyer shall exclude from the amounts payable to the Subcontractor under paragraph G. of this clause, the fair value as determined by the Buyer, for the loss of the Government property.
- M. The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this subcontract, shall govern all costs claimed, agreed to, or determined under this clause.
- N. The Subcontractor shall have the right of appeal, under the Disputes clause, from any determination made by the Buyer under paragraph E, G, or I of this



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clause, except that if the Subcontractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph E or I, respectively, and failed to request a time extension, there is no right of appeal.

- O. In arriving at the amount due the Subcontractor under this clause, there shall be deducted—
  - 1. All unliquidated advance or other payments to the Subcontractor under the terminated portion of this subcontract;
  - 2. Any claim which the Buyer has against the Subcontractor under this subcontract; and
  - 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Subcontractor or sold under the provisions of this clause and not recovered by or credited to the Buyer.
- P. If the termination is partial, the Subcontractor may file a proposal with the Buyer for an equitable adjustment of the price(s) of the continued portion of the subcontract. The Buyer shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Buyer.
- M.1. The Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the terminated portion of the subcontract, if the Buyer believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.
- M.2. If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to the Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Subcontractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Buyer because of the circumstances.
- N. Unless otherwise provided in this subcontract or by statute, the Subcontractor shall maintain all records and documents relating to the terminated portion of this subcontract for 3 years after final settlement. This includes all books and other evidence bearing on the Subcontractor's costs and expenses under this subcontract. The Subcontractor shall make these records and documents



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available to the Buyer, at the Subcontractor's office, at all reasonable times, without any direct charge. If approved by the Buyer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

***Alternate 1 (Sept 1996).*** If the contract is for construction, substitute the following paragraph G. for paragraph G. of the basic clause:

G. If the Subcontractor and Buyer fail to agree on the whole amount to be paid the Subcontractor because of the termination of work, the Buyer shall pay the Subcontractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph F. of this clause:

1. For subcontract work performed before the effective date of termination, the total (without duplication of any items) of—

- (i) The cost of this work
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision (g)(1)(i) of this clause; and
- (iii) A sum, as profit on subdivision G.1. (i) of this clause, determined by the Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire subcontract had it been completed, the Buyer shall allow no profit under this subdivision G.1.(iii) and shall reduce the settlement to reflect the indicated rate of loss.

2. The reasonable costs of settlement of the work terminated, including—

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.





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**Alternate II (Sept 1996).** If the subcontract is with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, and if the Buyer determines that the requirement to pay interest on excess partial payments is inappropriate, delete paragraph (m)(2) of the basic clause.

**Alternate III (Sept 1996).** If the subcontract is for construction and with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, substitute the following paragraph G. for paragraph G. of the basic clause. Paragraph M.2. may be deleted from the basic clause if the Buyer determines that the requirement to pay interest on excess partial payments is inappropriate.

(g) If the Subcontractor and Buyer fail to agree on the whole amount to be paid the Subcontractor because of the termination of work, the Buyer shall pay the Subcontractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph F. of this clause:

(1) For subcontract work performed before the effective date of termination, the total (without duplication of any items) of—

- (i) The cost of this work;
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in subdivision G.1. (i) of this clause; and
- (iii) A sum, as profit on subdivision G.1. (i) of this clause, determined by the Buyer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire subcontract had it been completed, the Buyer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including—

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.



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### 14.0 LAWS AND REGULATIONS

#### 14.1 ARBITRATION OPTION

In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Subcontract, Subcontractor agrees to join in such arbitration proceeding as Buyer may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

#### 14.2 VALIDITY OF PROVISIONS

In the event any clause, or any part or portion of any clause of this Subcontract shall be held invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof.

#### 14.3 WAIVER

Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Subcontract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by Buyer shall be valid unless such waiver is in writing, signed by Buyer, supported by consideration and specifies the extent and nature of the rights or benefits being waived.

#### 14.4 GRATUITIES

- A. The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Subcontractor, its agent, or another representative –
  - 1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - 2. Intended, by the gratuity, to obtain a subcontract or favorable treatment under a subcontract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this subcontract is terminated under paragraph A. of this clause, the Buyer is entitled—
  - 1. To pursue the same remedies as in a breach of the subcontract; and
  - 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Subcontractor in giving gratuities to the person concerned, as



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determined by the agency head or a designee. (This paragraph C.2. is applicable only if this subcontract uses money appropriated to the Department of Defense.)

- D. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subcontract.

### 14.5 INTERPRETATION

Heading and titles of Clauses, Sections, paragraphs or other subparts of this Subcontract are for convenience of reference only and shall not be considered in interpreting the text of this Subcontract. No provision in this Subcontract is to be interpreted for or against any party because that party or its counsel drafted such provision.

### 14.6 SURVIVAL

The provisions of this Subcontract which by their nature are intended to survive the termination, cancellation, completion or expiration of this Subcontract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

### 14.7 TRIAL

Subcontractor hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Subcontract and agrees that any such dispute may, at Buyer's option, be tried before a judge sitting without a jury.

### 14.8 IMMIGRATION REFORM AND CONTROL ACT COMPLIANCE

- A. If the work to be performed under this Subcontract calls for the Subcontractor to provide workers to Buyer and the Subcontractor (1) operates as an independent business offering to the general public to provide workers for the performance of services and (2) provides direct compensation to the workers supplied to Buyer, this Clause shall be applicable.
- B. Subcontractor specifically agrees that it is the employer of personnel performing work under this Subcontract and that it shall comply with all requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to in this Clause as IRCA, including but not limited to verification of the employment eligibility and identity of such personnel. Subcontractor further agrees that it shall indemnify and hold Buyer and the Government harmless against any and all liability, loss or damage which Buyer may suffer as a result of claims, demands, costs or judgments against it arising out of Subcontractor's providing personnel under this Subcontract in violation of the requirements of the IRCA.



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### 14.9 EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

The Subcontractor shall comply with the requirements of 29 CFR Part 471 specifically as set forth as Appendix A to Subpart A. <http://edocket.access.gpo.gov/2010/pdf/2010-11639.pdf>. This requirement applies to any Subcontract in excess of \$10,000.00 and is to be flowed down to any tier lower Subcontractor as well in excess of \$10,000.00. The required information posters are available at [www.olms.dol.gov](http://www.olms.dol.gov).

### 14.10 CLAIMS AND DISPUTES

- A. All claims and disputes arising under or relating to this Subcontract shall be resolved under this Clause.
- B. "Claim," as used in this Clause, means a written demand or written assertion by one of the Subcontracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Subcontract terms, or other relief arising under or relating to this Subcontract.
  - 1. The following process is to be used if the Subcontractor believes they have a claim:
    - a. Subcontractor shall give Buyer written notice within five (5) working days after the happening of any event which Subcontractor believes may give rise to a claim by Subcontractor for additional time or money. Within ten (10) working days after the happening of such event, Subcontractor shall supply Buyer with a statement supporting Subcontractor's claim, including but not limited to, Subcontractor's detailed estimate of the change in Subcontract price and scheduled time occasioned thereby.
    - b. Subcontractor shall substantiate its claim with payroll documents, paid invoices, receipts, records of performance, and other documents satisfactory to Buyer and subject to its verification. Neither Buyer nor the Government shall be liable for, and Subcontractor hereby waives, any claim or potential claim of Subcontractor, which was not reported by Subcontractor in accordance with the provisions of this clause. The parties shall negotiate diligently to reach an agreement, but in no case, except with Buyer prior written consent, shall any work be halted pending such agreement, whether or not the claim can be resolved to Subcontractor's satisfaction, and Subcontractor shall be bound by the terms and conditions of this Subcontract to prosecute the work without delay to its successful completion. Buyer shall not be bound to any adjustments in the Subcontract price or scheduled time unless expressly agreed to by Buyer in writing. No claim



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hereunder by Subcontractor shall be allowed if asserted after final payment under this Subcontract. Subcontractor's remedies are limited to those expressly set forth in this Subcontract.

- c. If after good faith efforts, the claim is not resolved, the Subcontractor may proceed to clauses C – F directly below.
- C. A claim by the Subcontractor shall be submitted in writing to the Contract Specialist for a decision within 6 years after accrual of the claim, unless the Subcontracting parties agreed to a shorter time period (See clause B.1 a and b above for the time period). A claim by the Buyer against the Subcontractor shall be subject to a written decision by the Contract Specialist.
1. The Subcontractor shall provide the certification specified in clause C.3. and 4. of this clause when submitting any claim.
  2. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  3. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Subcontract adjustment for which the Subcontractor believes the Buyer is liable; and that I am duly authorized to certify the claim on behalf of the Subcontractor."
  4. The certification may be executed by any person duly authorized to bind the Subcontractor with respect to the claim.
- D. The Buyer's decision shall be final unless the Subcontractor appeals or files a suit.
- E. If the claim by the Subcontractor is submitted to the Buyer or a claim by the Buyer is presented to the Subcontractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Subcontractor refuses an offer for ADR, the Subcontractor shall inform the Buyer, in writing, of the Subcontractor's specific reasons for rejecting the offer.
- F. The Subcontractor shall proceed diligently with performance of this Subcontract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Subcontract, and comply with any decision of the Buyer.
- G. Under no circumstance will the Subcontractor submit any claims or disputes after final payment is received for completion of this Subcontract.



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### 14.11 GOVERNING LAW

Irrespective of the place of performance, this Subcontract will be construed and interpreted according to the Federal Common Law of Government Contracts as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals and quasi-judicial agencies of the Federal Government. To the extent that the Federal Common Law of Government Contracts is not dispositive, the law of the State of Washington shall apply. In the event that either party hereto must resort to litigation to enforce a right or remedy conferred by law, equity or the provisions of this Subcontract, the parties hereby consent to the action being brought in the court of competent jurisdiction in the state of Washington.

### 14.12 ASSIGNMENT

- A. Neither this Subcontract nor any interest therein nor claim hereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by Buyer. This shall include assignments of Subcontractor's accounts receivable.
- B. Buyer may assign this Subcontract, in whole or in part to DOE or to such party as DOE may designate to perform Buyer's obligations hereunder. Upon receipt by Subcontractor of written notice that the DOE or a party so designated by DOE or Buyer has accepted an assignment of this Subcontract, Buyer shall be relieved of all responsibility hereunder and Subcontractor shall thereafter look solely to such assignee for performance of Buyer's obligations.

## 15.0 SECURITY

**NOTE** - This section applies to all subcontracts that require a security clearance.

### 15.1 DEFINITIONS

- A. "Classified Information" means restricted data, formerly restricted data, or national security information.
- B. "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of Special Nuclear Material; or (3) the use of Special Nuclear Material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.
- C. "Formerly Restricted Data" means all data removed from the restricted data category under section 142.D of the Atomic Energy Act of 1954, as amended.
- D. "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined



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pursuant to executive order 12356 or prior Subcontracts to require protection against unauthorized disclosure, and which is so designated.

- E. Special Nuclear Material (SNM) – the term “SNM” means: (1) Plutonium, uranium enriched in the isotope 238 or in the isotope 235, and any other material which pursuant to the provisions of section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special Nuclear Material, but does not Include source material; or (2) any material artificially enriched by any of the foregoing, but does not Include source material.

### 15.2 RESPONSIBILITY

- A. It is the Subcontractor's duty to safeguard all classified information, Special Nuclear Material, and other U.S. Department of Energy (DOE) property. The Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Subcontractor's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Subcontractor shall, upon completion or termination of this Subcontract, transmit to Buyer any classified matter in the possession of the Subcontractor or any person under the Subcontractor's control in connection with performance of this Subcontract.
- B. If retention by the Subcontractor of any classified matter is required after the completion or termination of the Subcontract and such retention is approved by the Buyer, the Subcontractor will complete a certificate of possession to be furnished to Buyer specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the Buyer, the security provisions of this Subcontract will continue to be applicable to the matter retained. Special Nuclear Material will not be retained after the completion or termination of this Subcontract.
- C. Subcontractor agrees to conform to all security regulations and requirements of DOE.
- D. The Subcontractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954 as amended, executive order 12356, and the DOE's Regulations or Requirements applicable to the particular level and category of classified information to which access is required.
- E. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Subcontractor or



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any person under the Subcontractor's control in connection with work under this Subcontract, may subject the Subcontractor, its Agents, Employees, or lower-tier Subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C, 2100 *et seq.*; 18 U.S.C. and 794, and executive order 12356).

- F. Except as otherwise authorized in writing by the Buyer, the Subcontractor shall insert provisions similar to the foregoing in all Subcontracts and lower-tier Subcontracts under this Subcontract.

### 15.3 CLASSIFIED MATTER

#### A. Protecting and Controlling Classified Matter

1. Classified matter in use shall be constantly attended by, under the control of a person possessing the proper access authorization and a need-to-know, or as stipulated by local DOE policy. The level of protection against loss or compromise afforded to classified matter, regardless of form, shall be commensurate with the level of its classification. Losses, potential compromises, and unauthorized disclosures of classified matter must be treated as classified information and immediately reported to the Buyer's Security Representative. All activities associated with classified matter must comply with applicable laws, directives, and local policies:
  - a. Classification levels shall be used in determining the degree of protection and control required for classified matter.
  - b. Access to classified matter shall be limited to persons who possess appropriate access authorization and who require such access (need-to-know) in the performance of official duties. Controls shall be established to detect and deter unauthorized access to classified matter.
  - c. Custodians and authorized users of classified matter are responsible for the protection and control of such matter.
  - d. Buildings and rooms containing classified matter shall be afforded security measures approved by the Buyer Security Representative.
  - e. Security containers required for the storage of classified matter shall be approved by the Buyer Security Representative. Classified matter that is not under the personal control of an authorized person shall be stored in GSA approved security containers equipped with X-07 or X-08 Mas Hamilton combination locks.





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- f. Only authorized Hanford Site locksmiths are permitted to work on security containers used for the protection of classified matter.

### 15.4 USE OF INFORMATION SYSTEMS TO PROCESS CLASSIFIED MATTER

The Subcontractor must ensure that information systems, i.e., personal computers, microcomputers, networks, data applications, etc., used to collect, create, communicate, compute, disseminate, process, store, and/or control classified information comply with applicable laws, directives, and local policies. The Subcontractor shall not use information systems to process classified matter without receiving the appropriate written authorization from the Buyer.

### 15.5 CLASSIFIED INVENTIONS - SPECIAL

- A. The Subcontractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this Subcontract in any country other than the United States, an application or registration for a patent without first obtaining written approval of the Contract Specialist through the Buyer.
- B. When filing a patent application in the United States on any invention or discovery conceived of or first actually reduced to practice in the course of or under this Subcontract, the subject matter of which is classified for reasons of security, the Subcontractor shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Subcontractor shall by separate letter identify by agency and number, the Subcontract or Subcontracts that require security classification markings to be placed on the application.
- C. The substance of this Clause shall be included in Subcontracts, which cover or are likely to cover classified subject matter.

### 16.0 CLAUSES INCORPORATED BY REFERENCE

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.
- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contracting Officer," and equivalent phrases shall mean "Buyer," except the terms "Government," and "Contracting Officer" do not



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change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.

- C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at [www.hanford.gov/pmm](http://www.hanford.gov/pmm).

### D. Referenced Clauses

| <u>FAR/DEAR REFERENCE</u>  | <u>CLAUSE TITLE</u>   | <u>NOTE</u>   |
|--|---|---|
| <b>The below clauses apply to all subcontracts regardless of the dollar threshold.</b> |   |   |
| FAR 52.204-9   | Personal Identity Verification of Contractor Personnel (JAN 2011)               | Applies to all subcontracts, when subcontractor will have <b><i>routine</i></b> access to federal facilities and/or federal computer systems. |
| FAR 52.222-4   | Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005) | Applies to all subcontracts involving employment of laborers and mechanics.   |
| FAR 52.222-21  | Prohibition Of Segregated Facilities (FEB 1999)                                 | Applies to all subcontracts subject to FAR 52.222-26.   |
| FAR 52.222-26  | Equal Opportunity (MAR 2007)  | Applies to all subcontracts not exempted by Executive Order 11246.  |
| FAR 52.222-50  | Combating Trafficking in Persons (FEB 2009)                                     | None  |
| FAR 52.224-1   | Privacy Act Notification (APR 1984)   | Applies to all subcontracts subject to FAR 52.224-2.  |
| FAR 52.224-2   | Privacy Act (APR 1984)  | Applies to subcontracts involving the redesign, development, or operation of a system of records on individuals subject to this Act.          |
| FAR 52.225-13  | Restrictions On Certain Foreign Purchases (JUN 2008)                            | None  |
| FAR 52.234-4   | Earned Value Management System (JUL 2006)                                       | None.   |
| FAR 52.236-7   | Permits and Responsibilities (NOV 1991)   | Applies to construction subcontracts for dismantling,   |



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|                 |  | demolition, or removal of improvements.   |
| FAR 52.244-6    | Subcontracts For Commercial Items (DEC 2010)   | None  |
| FAR 52.245-1    | Government Property (AUG 2010)   | Applies to subcontracts involving government property.  |
| FAR 52.247-63   | Preference For U.S. - Flag Air Carriers (JUN 2003)   | None  |
| DEAR 952.203-70 | Whistleblower Protection for Contractor Employees (DEC 2000)                               | Applies to all subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites   |
| DEAR 952.204-2  | Security (MAR 2011)  | None  |
| DEAR 952.204-70 | Classification/Declassification (SEP 1997)   | None  |
| DEAR 952.208-70 | Printing (APR 1984)  | None  |
| DEAR 952.217-70 | Acquisition of Real Property (APR 1984)  | Applies to all subcontracts involving real property.  |
| DEAR 952.250-70 | Nuclear Hazards Indemnity Agreement (JUN 1996)   | Applies to all subcontracts which may involve risk of public liability, unless Subcontractor is subject to Nuclear Regulatory Commission (NRC) sections 170b, 170c, or 170k.  |
| DEAR 970.5204-2 | Laws, Regulations, and DOE Directives (DEC 2000)   | None  |
| DEAR 970.5204-3 | Access to and Ownership of Records (JUL 2005)  | Applies to all subcontracts subject to DEAR 970.5223-1.   |
| DEAR 970.5223-1 | Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000) | Applies to all subcontracts, involving complex or hazardous work on-site.   |
| DEAR 970.5223-4 | Workplace Substance Abuse Programs at DOE Sites (DEC 2000)                                 | Applies to all subcontracts subject to 10 CFR 707, regardless of dollar threshold. All other subcontracts (with a value of \$25,000.00 or more) are subject to this clause if the subcontract involves:<br>(i) Access to or handling of classified information or special nuclear materials;<br>(ii) High risk of danger to life, |



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|   |   | the environment, public health and safety, or national security; or<br>(iii) Transportation of hazardous materials to or from a DOE site. |
| DEAR 970.5227-1   | Rights in Data – Facilities (DEC 2000)  | Applies to all subcontracts involving technical data and computer software.   |
| DEAR 970.5227-2   | Rights in Data – Technology Transfer (DEC 2000)   | None  |
| DEAR 970.5227-6   | Patent Indemnity - Subcontracts (Dec 2000)  | None  |
| DEAR 970.5227-9   | Notice of Right to Request Patent Waiver (Dec 2000)   | None  |
| DEAR 970.5227-10  | Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor | None  |
| DEAR 970.5227-11  | Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (DEC 2000) | None  |
| DEAR 970.5232-3   | Accounts, Records, and Inspection (DEC 2010)<br>Alternate I (DEC 2000)  | None  |
| <b>The below clause applies to all subcontracts exceeding \$250.00</b>    |   |   |
| FAR 52.227-9  | Refunds of Royalties (APR 1984)   | None  |
| <b>The below clause applies to all subcontracts exceeding \$2,500.00</b>  |   |   |
| FAR 52.222-41   | Service Contract Act Of 1965, As Amended (NOV 2007)   | None  |
| <b>The below clauses apply to all subcontracts exceeding \$3,000.00</b>   |   |   |
| FAR 52.222-54   | Employment Eligibility Verification (JAN 2009)  | None  |
| FAR 52.223-17   | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)              | None  |
| <b>The below clause applies to all subcontracts exceeding \$15,000.00</b> |   |   |
| FAR 52.222-36   | Affirmative Action For Workers With Disabilities  | None  |



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|   | (OCT 2010)  |   |
| <b>The below clause applies to all subcontracts exceeding \$30,000.00</b> |   |   |
| FAR 52.209-6  | Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (DEC 2010) | None  |
| <b>The below clauses apply to all subcontracts exceeding \$100,000.00</b> |   |   |
| FAR 52.222-35   | Equal Opportunity for Veterans (SEP 2010)   | None  |
| FAR 52.222-37   | Employment Reports Veterans (SEP 2010)  | None  |
| DEAR 970.5227-4   | Authorization and Consent (AUG 2002)  | Applies to all subcontracts involving research and development.                       |
| <b>The below clauses apply to all subcontracts exceeding \$150,000.00</b> |   |   |
| FAR 52.203-5  | Covenant Against Contingent Fees  | None  |
| FAR 52.203-6  | Restrictions On Subcontractor Sales To The Government (SEP 2006)  | None  |
| FAR 52.203-7  | Anti-Kickback Procedures (OCT 2010)   | None  |
| FAR 52.203-12   | Limitation On Payments To Influence Certain Federal Transactions (OCT 2010)   | None  |
| FAR 52.215-2  | Audits and Records - Negotiation (OCT 2010)   | None  |
| FAR 52.215-14   | Integrity Of Unit Prices (OCT 2010)   | Applies except commercial item or service contracts where supplies are not required.  |
| FAR 52.219-8  | Utilization of Small Business Concerns (JAN 2011)   | None  |
| FAR 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)  | None  |
| DEAR 952.209-72   | Organizational Conflicts of Interest Alternate I (JUN 1997)   | Applies to subcontracts for advisory and assistance services as defined in FAR 2.101. |
| <b>The below clauses apply to all subcontracts exceeding \$500,000.00</b> |   |   |
| DEAR 952.226-74   | Displaced Employee Hiring Preference (JUN 1997)   | None  |
| DEAR 952.223-78   | Sustainable Acquisition   | Applies to all subcontracts that  |



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|  | Program (OCT 2010)   | support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. |
| DEAR 970.5226-2  | Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000) | None   |
| <b>The below clauses apply to all subcontracts exceeding \$650,000.00 (\$1.5M if Construction)</b> |  |  |
| FAR 52.219-9   | Small Business Subcontracting Plan (OCT 2001)  | None   |
| FAR 52.219-16  | Liquidated Damages – Subcontracting Plan (JAN 1999)  | Applies to all subcontracts subject to FAR 52.219.16   |
| <b>The below clauses apply to all subcontracts exceeding \$700,000.00</b>                          |  |  |
| FAR 52.215-13  | Subcontractor Cost or Pricing Data – Modifications (OCT 2010)  | None   |
| FAR 52.215-15  | Pension Adjustments and Asset Reversions (OCT 2010)  | Applies when it is anticipated that certified cost and pricing data will be required.  |
| FAR 52.215-18  | Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)                    | Applies when it is anticipated that certified cost and pricing data will be required.  |
| FAR 52.215-19  | Notification Of Ownership Changes (OCT 1997)   | Applies when it is anticipated that certified cost and pricing data will be required.  |
| FAR 52.230-2   | Cost Accounting Standards (OCT 2010)   | Applies to all negotiated subcontracts unless exempted from CAS.   |
| FAR 52.230-3   | Disclosure and Consistency of Cost Accounting Practices (MAY 2012)   | Applies to all negotiated subcontracts unless exempted from CAS.   |
| FAR 52.230-5   | Cost Accounting Standards Educational Institution (MAY 2012)   | Applies to all negotiated subcontracts unless exempted from CAS..  |
| FAR 52.230-6   | Administration of Cost Accounting Standards (JUN 2010)   | Applies to all subcontracts subject to FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5.  |

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### ATTACHMENT 5 - GENERAL PROVISIONS – TIME & MATERIALS or LABOR HOUR SUBCONTRACTS

Rev. 0 October 1, 2014

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*This Subcontract embodies the entire agreement between the Subcontractor and the Buyer and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, or inducement or understanding not set forth herein.*

### 1.0 DEFINITIONS

A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise.

1. "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives (i.e. "Contract Specialists") acting in their professional capacities (under DOE Prime Contract No. DE-AC06-09RL14728) entering into this Subcontract with the Subcontractor.
2. "Government" shall mean the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof, including the Buyer.
3. "Head of Agency" or "Secretary" shall mean the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency.
4. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
5. "Subcontract" shall mean this Subcontract between Buyer and Subcontractor; also includes purchase order, task orders, releases and other agreements.
6. "Subcontractor" shall mean any company, person, organization, lower-tier Subcontractor, seller, and/or supplier of any tier performing work (including supplying goods and/or services) under this Subcontract. "Subcontractor" also refers to any authorized representatives, successor, and permitted assigns of any company, person, and/or organization named under this Subcontract.
7. "Supplies" shall mean equipment, components, parts and materials to be provided by Subcontractor and its lower-tier Subcontractors pursuant to this Subcontract.
8. "Vendor data" shall mean any and all information, data and documentation to be provided by Subcontractor and any of its lower-tier Subcontractors under this Subcontract.
9. "Work" shall mean supplies, services, and vendor data provided by Subcontractor and any of its lower-tier Subcontractors and all work performed with respect thereto pursuant to this Subcontract.



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### **2.0 ORDER OF PRECEDENCE**

- A. In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, written direction and instructions, and documents (collectively, the "Subcontract"), the following order of precedence shall govern resolution: (1) Buyer's written Subcontract modifications, direction, and instructions; (2) Subcontract form and clauses, including clauses incorporated by reference; (3) Technical instructions, including the Statement of Work (SOW), drawings, exhibits and attachments, and applicable standards; (4) Special Provisions; (5) General Provisions; and (6) other documents identified as being part of the Subcontract.
- B. Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the "laws"). In the event of a conflict with laws, the specific conflicting term of the Subcontract shall be considered null and without effect, and laws shall govern. All remaining terms unaffected by said laws should continue in force.

### **3.0 SAFETY AND QUALITY STANDARDS**

#### **3.1 INSPECTION, TESTING, AND QUALITY CONTROL**

- A. Subcontractor shall inspect all materials, supplies, and equipment which are to be incorporated in the work. In addition, Subcontractor shall conduct a continuous program of quality control for all work. When requested by the Buyer, Subcontractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Buyer for review and approval, in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all quality control activities contemplated, including provision for adequate documentation of Subcontractor's performance of such quality control and inspection.
- B. Subcontractor shall, during the course of performance of the work hereunder, without additional compensation, make or cause to be made all tests required by this Subcontract. Buyer may require additional inspections and tests. Subcontractor shall furnish Buyer with satisfactory documentation of the results of all inspections and tests. Buyer shall be given not less than five (5) working days notice of any tests to be made by Subcontractor or any of its lower-tier Subcontractors in order that Buyer may witness any such tests.
- C. Buyer and the Government and their representatives, and others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the work and all material, supplies and equipment for the work. Subcontractor shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or



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equipment, nor approval of or payment to Subcontractor for such work, materials or equipment shall prejudice the right of Buyer or the Government.

- D. If Subcontractor covers any portion of the work prior to any inspection or test provided for in the specifications, inspection schedule, or as previously requested by Buyer, the cost of uncovering and covering the work to allow for such inspection or test shall be borne by the Subcontractor. Buyer may order reexamination of any work. In the event of such reexamination, if any material, equipment or any part of the work is determined by Buyer to be defective, Subcontractor shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such work is found to be in accordance with the Subcontract requirements upon such reexamination, Buyer shall pay Subcontractor the cost of uncovering and restoration.
- E. Rejection by Buyer of any or all parts of defective work for failure to conform to this Subcontract shall be final and binding. Such rejected work shall be promptly corrected or replaced by Subcontractor at Subcontractor's expense. If Subcontractor fails to commence and diligently continue correction or replacement of such rejected work immediately after receipt of written notice from Buyer to correct or replace the rejected work, Buyer may at its option remove and replace the rejected work, and Subcontractor shall promptly reimburse Buyer for the costs of such removal and replacement of defective work.

### 3.2 CONDITIONS AND RISKS OF WORK

Subcontractor represents that it has carefully examined the drawings and specifications for the work and has fully acquainted itself with all other conditions relevant to the work, and its surroundings, and Subcontractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the work, or negligence, if any, of Buyer, fully complete the work for the stated Subcontract price without further recourse to Buyer. Information on the site of the work and local conditions at such site furnished by Buyer in specifications, drawings or otherwise is not guaranteed by Buyer and is furnished only for the convenience of Subcontractor.

### 3.3 COUNTERFEIT FASTENERS AND COMPONENTS

Buyer reserves the right to question and/or require Subcontractor to certify and/or furnish proof regarding the quality, authenticity, application or fitness for use of the items supplied by the Subcontractor under this Subcontract. Any items furnished as part of this Subcontract and which have been previously found by Buyer, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. Buyer also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries



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into and reporting on fasteners and components determined to be counterfeit shall be recovered by Buyer from Subcontractor.

### 4.0 TIMING OF WORK

#### 4.1 REPORTING AND COORDINATION

- A. During the performance of work, Subcontractor shall submit to Buyer periodic progress reports on the actual progress and updated schedules as may be required by this Subcontract or requested by Buyer. In the event Subcontractor's performance of the work is not in compliance with the schedule established for such performance, Buyer may, in writing, require the Subcontractor to submit its plan for schedule recovery, or specify in writing the steps to be taken to achieve compliance with such schedule, and/or exercise any other remedies under this Subcontract. Subcontractor shall thereupon take such steps as may be directed by Buyer or otherwise necessary to improve its progress without additional cost to Buyer.
- B. Subcontractor recognizes that Buyer, the Government, other Subcontractors and lower-tier Subcontractors may be working concurrently at the jobsite. Subcontractor agrees to cooperate with Buyer, the Government and other Subcontractors and lower-tier Subcontractors so that the project as a whole will progress with a minimum of delays. Buyer reserves the right to direct Subcontractor to schedule the order of performance of its work in such manner as not to interfere with the performance of others.
- C. If any part of Subcontractor's work is dependent upon the quality and/or completeness of work performed under another Subcontract, Subcontractor shall inspect such other work and promptly report to Buyer any defects therein which render such work unsuitable for the proper execution of the work under this Subcontract. Failure to make such inspections or to report any such defects to Buyer shall constitute Subcontractor's acceptance of such other work as suitable to receive Subcontractor's work; provided however, that Subcontractor shall not be responsible for defects that could not have reasonably been detected.

#### 4.2 DELAYS

- A. Except for defaults of subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Buyer in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the work so as to endanger performance.



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- B. If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless
  - 1. The subcontracted supplies or services were obtainable from other sources;
  - 2. The Buyer ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
  - 3. The Subcontractor failed to comply reasonably with this order.
- C. Upon request of the Subcontractor, the Buyer shall ascertain the facts and extent of the failure. If the Buyer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Buyer under the termination clause of this subcontract.

### 4.3 STOP WORK

- A. The Buyer may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this subcontract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, the Buyer shall either—
  - 1. Cancel the stop-work order; or
  - 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or subcontract price, or both, and the subcontract shall be modified, in writing, accordingly, if—
  - 1. The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this subcontract; and



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2. The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim submitted at any time before final payment under this subcontract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order

### 4.4 SUSPENSION OF WORK

- A. The Buyer may order the Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the work of this subcontract for the period of time that the Buyer determines appropriate for the convenience of the Buyer.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Buyer in the administration of this subcontract, or (2) by the Buyer's failure to act within the time specified in this subcontract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the subcontract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this subcontract.
- C. A claim under this clause shall not be allowed—
  1. For any costs incurred more than 20 days before the Subcontractor shall have notified the Buyer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
  2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the subcontract.



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### **4.5 POSSESSION PRIOR TO COMPLETION**

Buyer and/or the Government shall have the right to move into Subcontractor's working and storage areas and the right to take possession of or use any completed or partially completed part of Subcontractor's work as Buyer or the Government deem necessary for their operations. In the event Buyer or the Government desires to exercise the foregoing right, Buyer will so notify Subcontractor in writing. Such possession or use shall not constitute acceptance of Subcontractor's work.

### **4.6 NOTICE OF COMPLETION AND FINAL ACCEPTANCE**

- A. When Subcontractor deems the work fully completed, including satisfactory completion of such inspections, tests, and documentation as are specified in this Subcontract (or in the release Scope of Work and/or testing and acceptance plan), Subcontractor shall, within ten (10) working days thereafter, give a written Notice of Completion of the work to Buyer, specifying the work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Buyer may inspect the work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the work, or shall give the Subcontractor a written Notice of Acceptance of the work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.
- B. In the event Buyer rejects the Notice of Completion and specifies defective or uncompleted portions of the work, Subcontractor shall within five (5) working days, provide for Buyer review and approval, a schedule detailing when all defects will be corrected and/or the work will be completed and shall proceed to remedy such defective and uncompleted portions of the work. Thereafter, Subcontractor shall again give Buyer a written Notice of Completion of the work, specifying a new date for the completion of the work based upon the date such defective or uncompleted portions of the work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Subcontractor written Notice of Acceptance for purposes of final payment and final acceptance.
- C. Any failure by Buyer to inspect or to reject the work or to reject Subcontractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the work for any purpose by Buyer nor imply acceptance of, or agreement with, said Notice of Completion.

## **5.0 WORK CONDITIONS**

### **5.1 CONTRACTUAL RELATIONSHIP**

Subcontractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work. Subcontractor represents that at





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the time of submission of its proposal for performance of the work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed. Upon written request by Buyer, Subcontractor shall furnish to it such evidence as Buyer may require relating to the Subcontractor's ability to fully perform this Subcontract. Nothing contained in this Subcontract or any other Subcontract awarded by Subcontractor shall create any contractual relationship between any Subcontractor and Buyer or the Government.

Subcontractor agrees that Subcontractor is an independent Subcontractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Buyer of any responsibility or liability for treating Subcontractor's employees as employees of Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Subcontractor agrees to defend, indemnify and hold Buyer harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of Subcontractor, including a sum equal to any unemployment benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Buyer under any merit plan or to Buyer reserve account pursuant to any statute. The Subcontractor further agrees, as regards the items set forth below and for work under this Subcontract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Subcontract, so as to fully relieve and protect Buyer and the Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours or work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds or similar assessments.

### 5.2 SUBCONTRACTS AND PURCHASE ORDERS

- A. Subcontractor shall not subcontract any on-site work and/or any significant aspects of off-site Subcontract performance without first identifying the proposed Subcontractor and Subcontract scope to Buyer. When requested by Buyer, Subcontractor shall furnish Buyer a copy of the proposed Subcontract demonstrating that all appropriate flow-down provisions and requirements are included and will be met. Buyer reserves the right to reject any proposed Subcontract or Subcontractor as incomplete or unsuitable. Failure of Subcontractor to notify Buyer in advance of Subcontracting may be considered a material breach of these Subcontract terms.



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- B. Subcontractor is responsible for Subcontract performance and performance of its lower-tier Subcontractors regardless of having notified Buyer of the intent to Subcontract. On request of Buyer, any Subcontractor not performing in accordance with the terms of this Subcontract shall be replaced at no additional cost to Buyer and shall not be employed again on the work.
- C. Subcontractor shall include a provision in every Subcontract authorizing assignment of such Subcontract to Buyer or the Government without requiring consent from such Subcontractor or supplier
- D. As used in clause "A" above, the term "Subcontract" shall also include purchase orders and rental agreements for materials or equipment, and the term "Subcontractor" shall also include vendors or suppliers of such material or equipment when significant to Subcontract performance.

### 5.3 PERMITS AND LICENSES

Subcontractor shall promptly apply for and procure without additional compensation all permits (except for such permits as may be specifically set forth as Buyer responsibility elsewhere in this Subcontract), certificates and licenses required by governmental authorities having jurisdiction over the work, Subcontractor or the location of the work.

### 5.4 CONFIDENTIAL AND CONTROLLED-USE INFORMATION

- A. Confidential and Controlled-Use Information obtained by Subcontractor from Buyer or the Government in connection with this Subcontract shall be held in confidence by Subcontractor and shall not be disclosed to third parties or used by Subcontractor for any purpose other than for the performance of this Subcontract or as authorized in writing by Buyer.
- B. This information, which can include controlled-use (documents marked Official Use Only (OUO), Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI)), designs, drawings, technical experience, software, processing systems, databases, financial, intellectual property, trade secrets, customers, vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, Subcontract terms, and any information generated pursuant to work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset or information relating to national security of considerable value to Buyer and the Government.
- C. Subcontractor shall use such confidential information only for the purpose of performing work in accordance with the Subcontract. Confidential



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Information may only be released on a need to know basis to employees and Subcontractors who agree to safeguard the information. Subcontractor shall make all reasonable efforts to ensure its employees and lower-tier Subcontractors, maintain such confidential information in strictest confidence. Subcontractor may not disclose Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written consent of Buyer or the Government, as appropriate.

- D. All Confidential Information furnished by Buyer or the Government, or documentation developed by Subcontractor in performance of this Subcontract shall remain Buyer's property. Upon completion of work, Subcontractor shall either destroy or return such documentation and any other confidential information reduced to tangible or electronic form, including copies thereof, to Buyer unless Buyer consents otherwise.
- E. Nothing contained in the Subcontract, or in any disclaimer made by Buyer or the Government, shall be construed to grant Subcontractor any license or other rights in or to disclose confidential information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.
- F. In the event that work performed by Subcontractor in accordance with the Subcontract involves the collection or generation of data on persons or associations, Subcontractor shall maintain strict confidentiality of records in accordance with the laws of the State of Washington; the Privacy Act of 1974 (5 U.S.C. 552a); provisions of the Fair Credit Reporting Act (15 U.S.C. 1681); and other applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

### 5.5 MATTERS OF COUNTERINTELLIGENCE CONCERN

- A. Any and all Subcontractor/Subcontractor employee(s) contacts with individuals of any nationality while either within or outside the United States, and while either within or outside the scope of the Subcontractor's official activities in which: illegal or unauthorized access is sought to classified or otherwise sensitive information or Special Nuclear Material by any means.
- B. The Subcontractor/Subcontractor employee(s) becomes aware of, through circumstance, observation, third party notice or contact, or other source, while either within or outside the United States; any acts, activity or person(s) attempting to obtain, or obtaining, illegal or unauthorized access to classified or otherwise sensitive information or Special Nuclear Material by any means.
- C. The Subcontractor/Subcontractor employee(s) has concerns that he/she may be a target of actual or attempted exploitation by a foreign national or entity.



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- D. The Subcontractor is intending to employ a foreign national or foreign nationals (a non-U.S. citizen) for work on the Hanford Site, its facilities, grounds, or associated areas for any purpose.
- E. The Subcontractor is intending to host a meeting for any US-DOE/Hanford Site funded program, activity, or business in which a foreign national(s) (a non-U.S. citizen) will be present. This includes all non-public forums, whether on the Hanford Site proper or held at any off-site location.
- F. The Subcontractor/Subcontractor employee(s) is traveling to a DOE declared sensitive country on official DOE sponsored travel, regardless of clearance level.
- G. The Subcontractor/Subcontractor employee(s) is traveling for pleasure or as sponsored by a non-DOE/corporate interest to a DOE declared sensitive country and is in possession of a United States (U.S.) DOE security clearance or has held a U.S. DOE security clearance within the past five years, or is currently being processed for a U.S. DOE security clearance.
- H. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. to discuss a sensitive subject.
- I. The Subcontractor/Subcontractor employee(s) is traveling to any country outside the U.S. wherein that travel is sponsored, in part or in whole, by a foreign country.

### 5.6 PUBLICITY

Subcontractor shall not make news releases, publicize or issue advertising pertaining to the work or this Subcontract without first obtaining the written approval of Buyer.

### 5.7 PROPRIETARY RIGHTS

All materials which Subcontractor is required to prepare or develop in the performance and completion of Subcontractor's scope of work hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of Buyer. Subcontractor agrees to execute all documents and to take all steps requested by Buyer which are desirable to complete such ownership and property rights.

### 5.8 TRAVEL

#### A. General Reimbursement Policy

- 1. Travel expenses will be reimbursed **only** when authorized in advance by the designated Contract Specialist for this



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

2. At all times, the Subcontractor is expected to take reasonable steps to minimize the amount of travel expenses (i.e. booking all travel at least 14 days in advance). Submittal of an invoice to the Buyer that includes travel expenses signifies Subcontractor's certification to the above. Failure to comply with these provisions may cause any request for travel reimbursement to be denied.

### B. Time Limitations

#### 1. Domestic Extended Personnel Assignments

- (a) Domestic extended personnel assignments are defined as any assignment of subcontractor personnel to a domestic location different than their normal duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For personnel on approved domestic assignments, Subcontractors will be reimbursed the lesser of temporary relocation costs (FTR 302-3.4 – 302-3.429) or a reduced per diem as described in subparagraphs (c) and (d) below.
- (c) Lodging -For the first 60 days and last 30 days of the assignment, the Subcontractor will be reimbursed costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for lodging.



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- (d) Meals and Incidentals - For the first 30 days and last 30 days of the assignment, MSA will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for M&IE.
- (c) Trips Home – One trip home, to the primary residence, after each four consecutive weeks of assignment at the Hanford Site is reimbursed when preapproved by MSA subject to the following:
  - (1) While traveling and at home, no per-diem expenses are reimbursable and no labor time will be billed to MSA.
  - (2) Coach airfare will be via the most direct route in accordance with FTR guidelines. The Subcontractor is expected to book travel at least two (2) weeks in advance in order to secure the cheapest airfare.
  - (3) Trips home are neither “bankable,” transferable nor cumulative.
- 2. Longer Term Assignment (three hundred sixty-six (366) days and over): For any assignment exceeding 365 days, the Subcontractor will not be reimbursed any costs associated with lodging, meals and incidentals or trips home. If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between the assignments is less than 12 months, MSA will consider the assignment continuous for the purposes of the three year clock. If the break is greater than 12 months, the assignments will be considered as separate assignments for purposes of the three year clock.
- 3. Intermittent Travel
  - (a) For Subcontractor personnel on intermittent travel directly required by MSA to the same domestic location for less than 30 consecutive calendar days, the Subcontractor will be reimbursed as set forth in paragraph A above, unless the provisions of subparagraph 3 (c) below apply.



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

### 5.9 SCHEDULE COORDINATION

Daily work schedules, facility operations, and holidays can vary on the Hanford Site. Some organizations and facilities observe alternate Friday closures. BEFORE scheduling work, or arriving on site, the Subcontractor shall make specific schedule arrangements for the performance of work or the delivery of services with the Contract Specialist and BTR.



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The Buyer will not be liable for the cost of any delays, layover, extra travel days, etc., which result from Subcontractor's failure to obtain specific schedule approval in advance.

### 6.0 CHANGES

- A. The Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
1. Description of services to be performed.
  2. Time of performance (*i.e.*, hours of the day, days of the week, etc.).
  3. Place of performance of the services.
  4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  5. Method of shipment or packing of supplies.
  6. Place of delivery.
  7. Amount of Government-furnished property.
- B. If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this subcontract, whether or not changed by the order, or otherwise affects any other terms and conditions of this subcontract, the Buyer will make an equitable adjustment in any one or more of the following and will modify the subcontract accordingly:
1. Ceiling price.
  2. Hourly rates.
  3. Delivery schedule.
  4. Other affected terms.
- C. The Subcontractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Buyer decides that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the subcontract.
- D. Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Subcontractor from proceeding with the subcontract as changed.





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### 7.0 SUBCONTRACTING PLAN

- A. This clause applies when invoked by the Subcontract, if the value of any single subcontract action is greater than \$650,000.00 or greater than \$1,500,000 if the work is for construction of any public facility, unless the Subcontractor is granted an exemption by the Buyer for a reason allowed by FAR 19.702.
- B. Subcontractor shall utilize small business concerns to the maximum extent practical as required in FAR part 19.702 and FAR 52.219-8 when subcontracting any part of this subcontract.
- C. Subcontractor must prepare, submit for approval, and implement a subcontracting plan which meets the intent and requirements of FAR 19.704 and FAR 52.219-9.
- D. Subcontractor must register in the Government's System for Award Management database and keep the information in the database current throughout the term of this subcontract. [www.sam.gov](http://www.sam.gov).
- E. Subcontractor must register in the SBA Electronic Subcontract Reporting System (ESRS) [www.esrs.gov](http://www.esrs.gov) within 30 days after award of a subcontract.
- F. An Individual Subcontracting Report (ISR) must be filed in the ESRS on a semi-annual basis as required by FAR 52.219-9 for periods ending March 31 and September 30. A Summary Subcontracting Report (SSR) for the entire year must be filed in ESRS for the period ending September 30. The reports must be filed within 30 days of the end of the period, regardless if any subcontracting activity took place during the period, and for the duration of the Subcontract until a final report is submitted.
- G. These requirements must be flowed down to all lower tier Subcontractors with subcontracts which meet the requirements of FAR 19.702.

### 8.0 PAYMENTS

#### 8.1 BACKCHARGES

Costs sustained by Buyer as a result of (1) Subcontractor's non-compliance with any law, ordinance, regulation, rule or order, or this Subcontract, including its Safety provisions; (2) delays to Subcontract performance attributable to unsatisfactory Subcontractor performance; or (3) damage to or loss of property (including the property of Buyer or the Government) resulting from any acts or omissions of Subcontractor or its lower-tier Subcontractors, shall be backcharged to the Subcontractor. Backcharges may include, but are not limited to, costs of labor, material, or equipment; taxes, levies, duties and assessments; and markups for indirect costs, overhead, supervision, and administration. Such backcharges shall offset payments due Subcontractor from pending invoices and if such backcharges exceed invoiced amounts, such backcharges will be invoiced by Buyer to Subcontractor, such backcharges payable within 30 days.



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### **8.2 RIGHT TO OFFSET**

Buyer, without waiver or limitation of any rights or remedies of Buyer, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Subcontractor in connection with this Subcontract (or any other Subcontract with Buyer), any and all amounts owed by Subcontractor to Buyer or the Government in connection with this Subcontract.

### **8.3 FINAL PAYMENT CERTIFICATION AND RELEASE**

Buyer shall not be obligated to make final payment to Subcontractor until Subcontractor has delivered to Buyer a certificate and release satisfactory to Buyer that Subcontractor has fully performed under this Subcontract and that all claims of Subcontractor for the work are satisfied upon the making of such final payment, that no property of the Government or property used in connection with the work is subject to any unsatisfied lien or claim as a result of the performance of the work, that all rights of lien against the Government's property in connection with the work are released (including without limitation, if Buyer requests, releases of lien satisfactory in form to Buyer executed by all persons who by reason of furnishing material, labor or other services to Subcontractor for the work or potential lienors against the Government's property), and that Subcontractor has paid in full all outstanding obligations against the work.

### **8.4 TAXES**

The Subcontract price includes all taxes, duties and fees. The Subcontractor shall not be reimbursed for personal property taxes on construction equipment and other property owned by the Subcontractor, nor on taxes on net income of the Subcontractor.

The Subcontractor shall not assess and collect Washington State sales or use tax from the Buyer for materials with respect to this Subcontract. The Buyer, Mission Support Alliance, LLC (Washington State UBI Number 602-931-756), is in possession of a DIRECT PAY PERMIT (number 80) issued by Washington State Department of Revenue, effective August 1, 2013 through July 31, 2017, and shall pay a use tax attributable to materials used in performing work under this Subcontract. A copy is available from the Buyer upon request. All other Federal, state, county, municipal or other sales, use, excise or similar taxes must be included in the Subcontract amount. If the Subcontractor, as a result of this Subcontract becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the Subcontractor shall take such tax credit and assign such tax credit to the Buyer. Note that labor charges for construction and demolition services, which are applied to real property owned by the U.S. Department of Energy, are exempt from sales and use tax.



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### 8.5 INTEREST PAYMENT

No interest is payable to Subcontractor for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment (and then only from the date of the entry of judgment).

### 8.6 AUDIT

At any time before final payment under this Subcontract, the Buyer may request audit of the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Buyer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments.

### 8.7 REFUNDS

The Subcontractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Subcontractor or any assignee, that arise under the materials portion of this Subcontract and for which the Subcontractor has received reimbursement, shall be paid by the Subcontractor to the Buyer.

### 8.8 LIMITATION OF FUNDS

- A. The Subcontract specifies the dollar amount authorized on this Subcontract, the items covered, and the period of performance the amount will cover. The Subcontractor agrees to perform, or have performed, work on the Subcontract up to the point at which the total amount paid and payable under the Subcontract, approximates, but does not exceed the total amount authorized on the Subcontract.
- B. When the parties have negotiated a total award value which exceeds current funding, the authorized funds on the resulting Subcontract may be limited using a limitation of funding clause.
- C. The authorized funding shall be considered a ceiling price which may not be exceeded until the Buyer notifies the Subcontractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this Subcontract.
- D. The Subcontractor shall notify the Buyer identified in the Subcontract, in writing, whenever it has reason to believe that the costs it expects to incur under this Subcontract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to this Subcontract. The notice shall state the estimated date when such allotted amount will be reached and estimated amount of additional funds required to continue performance for the period specified in the payment schedule. If, after such notification, additional funds are not obligated by the end of the



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estimated reach date or by an another agreed upon date, the Buyer shall upon Subcontractor's written request, terminate this Subcontract on the performance end date or the date set forth in the request, whichever is later, pursuant to the provisions of the Termination Clause of this Subcontract.

- E. Except as provided by other provisions of this Subcontract, specifically citing and stated to be an exception to this Clause:
  - 1. The Buyer is not obligated to reimburse the Subcontractor for costs incurred in excess of the total authorized funding, and
  - 2. The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the Termination Clause) or otherwise incur costs in excess of the allotted amount of this Subcontract, until the Buyer notifies the Subcontractor in writing that the allotted amount has been increased and specifies the revised total allotted amount.
- F. No notice, communication, or representation in any form or by anyone other than the Buyer shall affect the authorized amount of this Subcontract. In the absence of the Subcontractor's notification as described above, the Buyer is not obligated to reimburse the Subcontractor for any costs in excess of the total authorized funding, whether incurred during the course of the performance period, a termination, or as the result of an audit.
- G. When, and to the extent that the amount authorized by the Buyer is increased, any excess costs the Subcontractor incurred before this modification shall be allowable to the same extent as if incurred afterward, unless this Subcontract was terminated.
- H. Change Orders shall not be considered an authorization to exceed the authorized amount specified in the payment schedule, unless they identify an increased funding amount.

### 9.0 WARRANTY

- A. Subcontractor warrants that the work shall comply strictly with the provisions of this Subcontract and all specifications, drawings and standards referred to in this Subcontract or thereafter furnished by Buyer, and that the work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Subcontractor. Subcontractor further warrants that all materials, equipment and supplies furnished by Subcontractor for the work shall be new, merchantable, of the most suitable grade and fit for their intended purposes unless specifically provided in this Subcontract. Without limitation of any other rights or remedies of Buyer, if any defect in the work in violation of the foregoing warranties arises within the period set forth below, Subcontractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to Buyer,



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design and engineering, labor, equipment and materials necessary to correct such defect and cause the work to comply fully with the foregoing warranties.

- B. Subcontractor's warranties set forth in clause 10.0-A shall extend for twenty-four (24) months after the date of final written acceptance of the work by Buyer, or eighteen (18) months after the start of regular operation or use of the work by Buyer, whichever occurs first. Any period wherein the work is not available for use due to defects in materials, workmanship or engineering furnished by Subcontractor shall extend the warranty period by an equal period of time.
- C. Design and engineering, labor, equipment, and materials furnished by Subcontractor pursuant to clause 10.0-A to correct defects shall be warranted by Subcontractor in accordance with the warranties set forth in clause 10.0-A for a period of eighteen (18) months from the date of completion of the correction, or for the remainder of the warranty period set forth in clause 10.0-B above, whichever is longer.
- D. Subcontractor warrants that all services supplied by Subcontractor in performance of this Subcontract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. At any time and for any reason, Buyer may require Subcontractor to withdraw the services of any person and, in addition, request that Subcontractor promptly provide replacements for such persons satisfactory to Buyer. In addition to the other indemnification provisions within this Subcontract, Subcontractor specifically agrees to indemnify and hold harmless Buyer, from and against any liabilities, claims, charges, or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights under this Article.
- E. In the event Subcontractor shall have been notified of any defects in the work in violation of Subcontractor's foregoing warranties and shall fail to promptly and adequately correct such defects, Buyer shall have the right to correct or to have such defects corrected for the account of Subcontractor, and Subcontractor shall promptly pay Buyer the costs incurred in correcting such defects.
- F. Subcontractor shall include, at a minimum, the foregoing warranty requirements in any Subcontract that it places.
- G. Subcontractor warrants that all services supplied by Subcontractor in performance of this Subcontract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. At any time and for any reason, Buyer may require Subcontractor to withdraw the services of any person and, in addition, request that Subcontractor promptly provide replacements for such persons satisfactory to Buyer. In addition to the other indemnification provisions within this Subcontract, Subcontractor specifically agrees to indemnify and hold harmless Buyer, from and against any liabilities, claims, charges, or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights under this Article.



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### 10.0 INDEMNITY

Subcontractor agrees to defend, indemnify, and hold harmless Buyer and the Government, the affiliated companies of each, and all of their directors, officers, employees, agents and representatives, from and against:

- A. Any claim, demand, cause of action, liability, loss, or expense arising by reason of Subcontractor's actual or asserted failure to comply with any law, ordinance, regulation, rule or order, or with this Subcontract. This Clause 11.1 includes, but is not limited to, fines or penalties by Government authorities and claims arising from Subcontractor's actual or asserted failure to pay taxes.
- B. Any claim, demand, cause of action, liability, loss or expense arising from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret, or other property right caused or alleged to be caused by the use or sale of goods, materials, equipment, methods, processes, designs or information, including construction methods, construction equipment, and temporary construction facilities, furnished by Subcontractor or its lower-tier Subcontractors in performance of the work. Should any goods or services provided by Subcontractor become, or appear likely to become, the subject of a claim of infringement of a patent, copyright or other property right, Subcontractor shall, at Buyer's option, either procure for Buyer and the Government the right to continue using such goods or services, replace same with equivalent, non-infringing goods or services, or modify the goods or services so that the use thereof becomes non-infringing, provided that any such modification or replacement is of equal quality and provides equal performance to the infringing good or services.
- C. Any claim, demand, cause of action, liability, loss or expense arising from injury to or death of persons (including employees of Buyer, the Government, Subcontractor and Subcontractor's lower-tier Subcontractors) or from damage to or loss of property (including the property of Buyer or the Government) arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor or its lower-tier Subcontractors in accordance with the State of Washington Comparative Fault Statute (RCW 4.22). Subcontractor's defense and indemnity obligations hereunder include claims and damages arising from non-delegable duties of Buyer or arising from use by Subcontractor of construction equipment, tools, scaffolding, or facilities furnished to Subcontractor by Buyer or the Government.
- D. Any claim, demand, cause of action, liability, loss or expense for actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of this Subcontract or out of any acts or omissions of Subcontractor, or its lower-tier Subcontractors.
- E. Subcontractor's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss, or damage was caused solely by the negligence or



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willful misconduct of, or by defects in design furnished by, the party to be indemnified. Subcontractor's defense and indemnity obligations shall include the duty to reimburse any attorney's fees and expenses incurred by Buyer or the Government for legal action to enforce Subcontractor's indemnity obligations.

- F. In the event that the indemnity provisions in this Subcontract are contrary to the law governing this Subcontract, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowable by applicable law.
- G. With respect to claims by employees of Subcontractor or its lower-tier Subcontractors, the indemnity obligations created under this Clause, shall not be limited by the fact of, amount, or type of benefits or compensation, payable by or for Subcontractor, its lower-tier Subcontractors or suppliers under any workers compensation, disability benefits, or other employee benefits acts or regulations, and Subcontractor waives any limitation of liability arising from workers' compensation or such other acts or regulations.
- H. Buyer shall be entitled to retain from payments otherwise due Subcontractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Subcontractor's indemnity obligations under this Clause, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to Buyer.

### 11.0 LIMITATION OF LIABILITY – SERVICES

- A. 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).
- B. 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:

- 1. All or substantially all of the Subcontractor's business;



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2. 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
  3. A separate and complete major industrial operation connected with the performance of the Subcontract.
- C. 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.
- D. 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.

### 12.0 TERMINATION

- A. The Buyer may terminate performance of work under this subcontract in whole or, from time to time, in part, if—
1. The Contract Specialist determines that a termination is in the Buyer's interest; or
  2. The Subcontractor defaults in performing this subcontract and fails to cure the default within 10 days (unless extended by the Contract Specialist) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- B. The Contract Specialist shall terminate by delivering to the Subcontractor a Notice of Termination specifying whether termination is for default of the Subcontractor or for convenience of the Buyer the extent of termination, and the effective date. If, after termination for default, it is determined that the Subcontractor was not in default or that the Subcontractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Subcontractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Buyer.
- C. After receipt of a Notice of Termination, and except as directed by the Contract Specialist, the Subcontractor shall immediately proceed with the





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following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

1. Stop work as specified in the notice.
2. Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Assign to the Buyer, as directed by the Contract Specialist, all right, title, and interest of the Subcontractor under the subcontracts terminated, in which case the Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
5. With approval or ratification to the extent required by the Contract Specialist, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this subcontract; approval or ratification will be final for purposes of this clause.
6. Transfer title (if not already transferred) and, as directed by the Contract Specialist, deliver to the Buyer—
  - i. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Buyer; and
  - iii. The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this subcontract, the cost of which the Subcontractor has been or will be reimbursed under this subcontract.
7. Complete performance of the work not terminated.
8. Take any action that may be necessary, or that the Contract Specialist may direct, for the protection and preservation of the property related to this subcontract that is in the possession of the Subcontractor and in which the Buyer has or may acquire an interest.



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9. Use its best efforts to sell, as directed or authorized by the Contract Specialist, any property of the types referred to in paragraph (c)(6) of this clause; *provided, however*, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contract Specialist. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Buyer under this subcontract, credited to the price or cost of the work, or paid in any other manner directed by the Contract Specialist.
- D. The Subcontractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contract Specialist upon written request of the Subcontractor within this 120-day period.
- E. After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Subcontractor may submit to the Contract Specialist a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contract Specialist. The Subcontractor may request the Buyer to remove those items or enter into an agreement for their storage. Within 15 days, the Buyer will accept the items and remove them or enter into a storage agreement. The Contract Specialist may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- F. After termination, the Subcontractor shall submit a final termination settlement proposal to the Contract Specialist in the form and with the certification prescribed by the Contract Specialist. The Subcontractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contract Specialist upon written request of the Subcontractor within this 1-year period. However, if the Contract Specialist determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Subcontractor fails to submit the proposal within the time allowed, the Contract Specialist may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.
- G. Subject to paragraph F. of this clause, the Subcontractor and the Contract Specialist may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The subcontract shall be amended, and the Subcontractor paid the agreed amount.
- H. If the Subcontractor and the Contract Specialist fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contract Specialist shall determine, on the basis of information



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available, the amount, if any, due the Subcontractor, and shall pay that amount, which shall include the following:

1. All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contract Specialist; however, the Subcontractor shall discontinue those costs as rapidly as practicable.
2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract if not included in paragraph H.1. of this clause.
3. The reasonable costs of settlement of the work terminated, including—
  - i. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - ii. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Subcontractor's termination settlement proposal may be included.
4. A portion of the fee payable under the subcontract, determined as follows:
  - i. If the subcontract is terminated for the convenience of the Buyer, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the subcontract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.
  - ii. If the subcontract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Buyer is to the total number of articles (or amount of services) of a like kind required by the subcontract.
5. If the settlement includes only fee, it will be determined under paragraph H.4. of this clause.



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- I. The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this subcontract, shall govern all costs claimed, agreed to, or determined under this clause.
- J. The Subcontractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contract Specialist under paragraph F., H., or I. of this clause, except that if the Subcontractor failed to submit the termination settlement proposal within the time provided in paragraph F. and failed to request a time extension, there is no right of appeal. If the Contract Specialist has made a determination of the amount due under paragraph F., H., or I. of this clause, the Buyer shall pay the Subcontractor —
  1. The amount determined by the Contract Specialist if there is no right of appeal or if no timely appeal has been taken; or
  2. The amount finally determined on an appeal.
- K. In arriving at the amount due the Subcontractor under this clause, there shall be deducted—
  1. All unliquidated advance or other payments to the Subcontractor, under the terminated portion of this subcontract;
  2. Any claim which the Buyer has against the Subcontractor under this subcontract; and
  3. The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Subcontractor or sold under this clause and not recovered by or credited to the Buyer.
- L. The Subcontractor and Contract Specialist must agree to any equitable adjustment in fee for the continued portion of the subcontract when there is a partial termination. The Contract Specialist shall amend the contract to reflect the agreement.
- M.
  1. The Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the terminated portion of the subcontract, if the Contract Specialist believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.
  2. If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to the Buyer upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received



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by the Subcontractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contract Specialist because of the circumstances.

- N. The provisions of this clause relating to fee are inapplicable if this subcontract does not include a fee.

**(End of clause)**

**Alternate I (Sept 1996).** If the subcontract is for construction, substitute the following paragraph 4. for paragraph H.4. of the basic clause:

4. A portion of the fee payable under the subcontract determined as follows:
- i. If the subcontract is terminated for the convenience of the Buyer, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the subcontract, but excluding subcontract effort included in subcontractors' termination settlement proposals, less previous payments for fee.
  - ii. If the subcontract is terminated for default, the total fee payable shall be such proportionate part of the fee as the actual work in place is to the total work in place required by the subcontract.

**Subcontractor.** If the subcontract is with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, and if the Contract Specialist determines that the requirement to pay interest on excess partial payments is inappropriate, delete paragraph M.2. from the basic clause.

**Alternate III (Sept 1996).** If the subcontract is for construction with an agency of the U.S. Government or with State, local, or foreign governments or their agencies, the following paragraph 4. shall be substituted for paragraph H.4. of the basic clause. Paragraph M.2. may be deleted from the basic clause if the Contract Specialist determines that the requirement to pay interest on excess partial payments is inappropriate.

4. A portion of the fee payable under the subcontract determined as follows:
- i. If the subcontract is terminated for the convenience of the Buyer, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the subcontract, but excluding subcontract effort included in subcontractors' termination settlement proposals, less previous payments for fee.



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- ii. If the subcontract is terminated for default, the total fee payable shall be such proportionate part of the fee as the actual work in place is to the total work in place required by the subcontract.

**Alternate IV (Sept 1996).** If the subcontract is a time-and-material or labor-hour subcontract, substitute the following paragraphs H. and I. for paragraphs H. and I. of the basic clause:

H. If the Subcontractor and the Contract Specialist fail to agree in whole or in part on the amount to be paid because of the termination of work, the Contract Specialist shall determine, on the basis of information available, the amount, if any, due the Subcontractor and shall pay the amount determined as follows:

1. If the termination is for the convenience of the Buyer, include—
  - i. An amount for direct labor hours (as defined in the Schedule of the subcontract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Subcontractor;
  - ii. An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Subcontractor;
  - iii. An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination, if they are reasonably incurred after the effective date, with the approval of or as directed by the Contract Specialist; however, the Subcontractor shall discontinue these expenses as rapidly as practicable;
  - iv. If not included in subdivision H.1.i., ii., or iii. of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract; and
  - v. The reasonable costs of settlement of the work terminated, including—
    - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and



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- c. Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.
- 2. If the termination is for default of the Subcontractor, include the amounts computed under paragraph H.1. of this clause but omit—
  - i. Any amount for preparation of the Subcontractor's termination settlement proposal; and
  - ii. The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Buyer.

\* \* \* \* \*

- I. If the termination is partial, the Subcontractor may file with the Contract Specialist a proposal for an equitable adjustment of price(s) for the continued portion of the subcontract. The Contract Specialist shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contract Specialist.

**Alternate V (Sept 1996).** If the subcontract is a time-and-material or labor-hour subcontract with an agency of the U.S. Government or with State, local or foreign governments or their agencies, substitute the following paragraphs H. and I. for paragraphs H. and I. of the basic clause. Paragraph M.2. may be deleted from the basic clause if the Contract Specialist determines that the requirement to pay interest on excess partial payments is inappropriate.

- H. If the Subcontractor and the Contract Specialist fail to agree in whole or in part on the amount to be paid because of the termination of work, the Contract Specialist shall determine, on the basis of information available, the amount, if any, due the Subcontractor and shall pay the amount determined as follows:

- 1. If the termination is for the convenience of the Buyer, include—
  - i. An amount for direct labor hours (as defined in the Schedule of the Subcontract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the subcontractor;
  - ii. An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Subcontractor;



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- iii. An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date, with the approval of or as directed by the Contract Specialist; however, the Subcontractor shall discontinue these expenses as rapidly as practicable;
  - iv. If not included in subdivision H.1.i,ii., or iii., of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the subcontract; and
  - v. The reasonable costs of settlement of the work terminated, including—
    - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - c. Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory
2. If the termination is for default of the Subcontractor, include the amounts computed under paragraph (h)(1) of this clause but omit –
- i. Any amount for preparation of the Subcontractor's termination settlement proposal; and
  - ii. The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Buyer.

\* \* \* \* \*

- I. If the termination is partial, the Subcontractor may file with the Contract Specialist a proposal for an equitable adjustment of the price(s) for the continued portion of the subcontract. The Contract Specialist shall make any equitable adjustment agreed upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contract Specialist.

## 13.0 LAWS AND REGULATIONS





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### 13.1 ARBITRATION OPTION

In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to this Subcontract, Subcontractor agrees to join in such arbitration proceeding as Buyer may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

### 13.2 VALIDITY OF PROVISIONS

In the event any clause, or any part or portion of any clause of this Subcontract shall be held invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof.

### 13.3 WAIVER

Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Subcontract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by Buyer shall be valid unless such waiver is in writing, signed by Buyer, supported by consideration and specifies the extent and nature of the rights or benefits being waived.

### 13.4 GRATUITIES

- A. The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Subcontractor, its agent, or another representative –
  - 1. Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
  - 2. Intended, by the gratuity, to obtain a subcontract or favorable treatment under a subcontract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this subcontract is terminated under paragraph (a) of this clause, the Buyer is entitled—
  - 1. To pursue the same remedies as in a breach of the subcontract; and
  - 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Subcontractor in giving gratuities to the person concerned, as determined by



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the agency head or a designee. (This paragraph (c)(2) is applicable only if this subcontract uses money appropriated to the Department of Defense.)

- D. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subcontract.

### **13.5 INTERPRETATION**

Heading and titles of Clauses, Sections, paragraphs or other subparts of this Subcontract are for convenience of reference only and shall not be considered in interpreting the text of this Subcontract. No provision in this Subcontract is to be interpreted for or against any party because that party or its counsel drafted such provision.

### **13.6 SURVIVAL**

The provisions of this Subcontract which by their nature are intended to survive the termination, cancellation, completion or expiration of this Subcontract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

### **13.7 TRIAL**

Subcontractor hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Subcontract and agrees that any such dispute may, at Buyer's option, be tried before a judge sitting without a jury.

### **13.8 IMMIGRATION REFORM AND CONTROL ACT COMPLIANCE**

- A. If the work to be performed under this Subcontract calls for the Subcontractor to provide workers to Buyer and the Subcontractor (1) operates as an independent business offering to the general public to provide workers for the performance of services and (2) provides direct compensation to the workers supplied to Buyer, this Clause shall be applicable.
- B. Subcontractor specifically agrees that it is the employer of personnel performing work under this Subcontract and that it shall comply with all requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to in this Clause as IRCA), including but not limited to verification of the employment eligibility and identity of such personnel. Subcontractor further agrees that it shall indemnify and hold Buyer and the Government harmless against any and all liability, loss or damage which Buyer may suffer as a result of claims, demands, costs or judgments against it arising out of Subcontractor's providing personnel under this Subcontract in violation of the requirements of the IRCA.



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### 13.9 EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

The Subcontractor shall comply with the requirements of 29 CFR Part 471 specifically as set forth as Appendix A to Subpart A. <http://edocket.access.gpo.gov/2010/pdf/2010-11639.pdf>. This requirement applies to any Subcontract in excess of \$10,000.00 and is to be flowed down to any tier lower Subcontractor as well in excess of \$10,000.00. The required information posters are available at [www.olms.dol.gov](http://www.olms.dol.gov).

### 13.10 CLAIMS AND DISPUTES

- A. All claims and disputes arising under or relating to this Subcontract shall be resolved under this Clause.
- B. "Claim," as used in this Clause, means a written demand or written assertion by one of the Subcontracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Subcontract terms, or other relief arising under or relating to this Subcontract.
  - 1. The following process is to be used if the Subcontractor believes they have a claim:
    - a. Subcontractor shall give Buyer written notice within five (5) working days after the happening of any event which Subcontractor believes may give rise to a claim by Subcontractor for additional time or money. Within ten (10) working days after the happening of such event, Subcontractor shall supply Buyer with a statement supporting Subcontractor's claim, including but not limited to, Subcontractor's detailed estimate of the change in Subcontract price and scheduled time occasioned thereby.
    - b. Subcontractor shall substantiate its claim with payroll documents, paid invoices, receipts, records of performance, and other documents satisfactory to Buyer and subject to its verification. Neither Buyer nor the Government shall be liable for, and Subcontractor hereby waives, any claim or potential claim of Subcontractor, which was not reported by Subcontractor in accordance with the provisions of this clause. The parties shall negotiate diligently to reach an agreement, but in no case, except with Buyer prior written consent, shall any work be halted pending such agreement, whether or not the claim can be resolved to Subcontractor's satisfaction, and Subcontractor shall be bound by the terms and conditions of this Subcontract to prosecute the work without delay to its successful completion. Buyer shall not be bound to any adjustments in the Subcontract price or scheduled time unless expressly agreed to by Buyer in writing. No claim



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hereunder by Subcontractor shall be allowed if asserted after final payment under this Subcontract. Subcontractor's remedies are limited to those expressly set forth in this Subcontract.

- c. If after good faith efforts, the claim is not resolved, the Subcontractor may proceed to clauses C – F directly below.
- C. A claim by the Subcontractor shall be submitted in writing to the Contract Specialist for a decision within 6 years after accrual of the claim, unless the Subcontracting parties agreed to a shorter time period (See clause B.1 a and b above for the time period). A claim by the Buyer against the Subcontractor shall be subject to a written decision by the Contract Specialist.
1. The Subcontractor shall provide the certification specified in clause C.3. and 4. of this clause when submitting any claim.
  2. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  3. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Subcontract adjustment for which the Subcontractor believes the Buyer is liable; and that I am duly authorized to certify the claim on behalf of the Subcontractor."
  4. The certification may be executed by any person duly authorized to bind the Subcontractor with respect to the claim.
- D. The Buyer's decision shall be final unless the Subcontractor appeals or files a suit.
- E. If the claim by the Subcontractor is submitted to the Buyer or a claim by the Buyer is presented to the Subcontractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Subcontractor refuses an offer for ADR, the Subcontractor shall inform the Buyer, in writing, of the Subcontractor's specific reasons for rejecting the offer. this arbitration and trial clauses are covered here I believe.
- F. The Subcontractor shall proceed diligently with performance of this Subcontract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Subcontract, and comply with any decision of the Buyer.
- G. Under no circumstance will the Subcontractor submit any claims or disputes after final payment is received for completion of this Subcontract.



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### 13.11 GOVERNING LAW

Irrespective of the place of performance, this Subcontract will be construed and interpreted according to the Federal Common Law of Government Contracts as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals and quasi-judicial agencies of the Federal Government. To the extent that the Federal Common Law of Government Contracts is not dispositive, the law of the State of Washington shall apply. In the event that either party hereto must resort to litigation to enforce a right or remedy conferred by law, equity or the provisions of this Subcontract, the parties hereby consent to the action being brought in the court of competent jurisdiction in the state of Washington.

### 13.12 ASSIGNMENT

- A. Neither this Subcontract nor any interest therein nor claim hereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by Buyer. This shall include assignments of Subcontractor's accounts receivable.
- B. Buyer may assign this Subcontract, in whole or in part to DOE or to such party as DOE may designate to perform Buyer's obligations hereunder. Upon receipt by Subcontractor of written notice that the DOE or a party so designated by DOE or Buyer has accepted an assignment of this Subcontract, Buyer shall be relieved of all responsibility hereunder and Subcontractor shall thereafter look solely to such assignee for performance of Buyer's obligations.

## 14.0 SECURITY

**NOTE** - This section applies to all subcontracts that require a security clearance.

### 14.1 DEFINITIONS

- A. "Classified Information" means restricted data, formerly restricted data, or national security information.
- B. "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of Special Nuclear Material; or (3) the use of Special Nuclear Material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.
- C. "Formerly Restricted Data" means all data removed from the restricted data category under section 142.D of the Atomic Energy Act of 1954, as amended.
- D. "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined



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pursuant to executive order 12356 or prior Subcontracts to require protection against unauthorized disclosure, and which is so designated.

- E. Special Nuclear Material (SNM) – the term “SNM” means: (1) Plutonium, uranium enriched in the isotope 238 or in the isotope 235, and any other material which pursuant to the provisions of section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special Nuclear Material, but does not Include source material; or (2) any material artificially enriched by any of the foregoing, but does not Include source material.

### 14.2 RESPONSIBILITY

- A. It is the Subcontractor's duty to safeguard all classified information, Special Nuclear Material, and other U.S. Department of Energy (DOE) property. The Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information, and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Subcontractor's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Subcontractor shall, upon completion or termination of this Subcontract, transmit to Buyer any classified matter in the possession of the Subcontractor or any person under the Subcontractor's control in connection with performance of this Subcontract.
- B. If retention by the Subcontractor of any classified matter is required after the completion or termination of the Subcontract and such retention is approved by the Buyer, the Subcontractor will complete a certificate of possession to be furnished to Buyer specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the Buyer, the security provisions of this Subcontract will continue to be applicable to the matter retained. Special Nuclear Material will not be retained after the completion or termination of this Subcontract.
- C. Subcontractor agrees to conform to all security regulations and requirements of DOE.
- D. The Subcontractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954 as amended, executive order 12356, and the DOE's Regulations or Requirements applicable to the particular level and category of classified information to which access is required.
- E. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Subcontractor or



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any person under the Subcontractor's control in connection with work under this Subcontract, may subject the Subcontractor, its Agents, Employees, or lower-tier Subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C, 2100 *et seq.*; 18 U.S.C. and 794, and executive order 12356).

- F. Except as otherwise authorized in writing by the Buyer, the Subcontractor shall insert provisions similar to the foregoing in all Subcontracts and lower-tier Subcontracts under this Subcontract.

### 14.3 CLASSIFIED MATTER

#### A. Protecting and Controlling Classified Matter

1. Classified matter in use shall be constantly attended by, under the control of a person possessing the proper access authorization and a need-to-know, or as stipulated by local DOE policy. The level of protection against loss or compromise afforded to classified matter, regardless of form, shall be commensurate with the level of its classification. Losses, potential compromises, and unauthorized disclosures of classified matter must be treated as classified information and immediately reported to the Buyer's Security Representative. All activities associated with classified matter must comply with applicable laws, directives, and local policies:
  - a. Classification levels shall be used in determining the degree of protection and control required for classified matter.
  - b. Access to classified matter shall be limited to persons who possess appropriate access authorization and who require such access (need-to-know) in the performance of official duties. Controls shall be established to detect and deter unauthorized access to classified matter.
  - c. Custodians and authorized users of classified matter are responsible for the protection and control of such matter.
  - d. Buildings and rooms containing classified matter shall be afforded security measures approved by the Buyer Security Representative.
  - e. Security containers required for the storage of classified matter shall be approved by the Buyer Security Representative. Classified matter that is not under the personal control of an authorized person shall be stored in GSA approved security containers equipped with X-07 or X-08 Mas Hamilton combination locks.



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- f. Only authorized Hanford Site locksmiths are permitted to work on security containers used for the protection of classified matter.

### 14.4 USE OF INFORMATION SYSTEMS TO PROCESS CLASSIFIED MATTER

The Subcontractor must ensure that information systems, i.e., personal computers, microcomputers, networks, data applications, etc., used to collect, create, communicate, compute, disseminate, process, store, and/or control classified information comply with applicable laws, directives, and local policies. The Subcontractor shall not use information systems to process classified matter without receiving the appropriate written authorization from the Buyer.

### 14.5 CLASSIFIED INVENTIONS - SPECIAL

- A. The Subcontractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this Subcontract in any country other than the United States, an application or registration for a patent without first obtaining written approval of the Contract Specialist through the Buyer.
- B. When filing a patent application in the United States on any invention or discovery conceived of or first actually reduced to practice in the course of or under this Subcontract, the subject matter of which is classified for reasons of security, the Subcontractor shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Subcontractor shall by separate letter identify by agency and number, the Subcontract or Subcontracts that require security classification markings to be placed on the application.
- C. The substance of this Clause shall be included in Subcontracts, which cover or are likely to cover classified subject matter.

### 15.0 CLAUSES INCORPORATED BY REFERENCE

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer. NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.
- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contract Specialist," and equivalent phrases shall





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mean "Buyer," except the terms "Government," and "Contract Specialist" do not change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contract Specialist or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.

- C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at [www.hanford.gov/pmm](http://www.hanford.gov/pmm).

### D. Referenced Clauses

| <u>FAR/DEAR REFERENCE</u>  | <u>CLAUSE TITLE</u>   | <u>NOTE</u>  |
|--|---|--|
| <b>The below clauses apply to all subcontracts regardless of the dollar threshold.</b> |   |  |
| FAR 52.204-9   | Personal Identity Verification of Contractor Personnel (JAN 2011)               | None   |
| FAR 52.222-4   | Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005) | Applies to all subcontracts involving employment of laborers and mechanics.  |
| FAR 52.222-21  | Prohibition Of Segregated Facilities (FEB 1999)                                 | Applies to all subcontracts subject to FAR 52.222-26.  |
| FAR 52.222-26  | Equal Opportunity (MAR 2007)  | Applies to all subcontracts not exempted by Executive Order 11246.   |
| FAR 52.222-50  | Combating Trafficking in Persons (FEB 2009)                                     | None   |
| FAR 52.224-1   | Privacy Act Notification (APR 1984)   | Applies to all subcontracts subject to FAR 52.224-2.   |
| FAR 52.224-2   | Privacy Act (APR 1984)  | Applies to subcontracts involving the redesign, development, or operation of a system of records on individuals subject to this Act. |
| FAR 52.225-13  | Restrictions On Certain Foreign Purchases (JUN 2008)                            | None   |
| FAR 52.234-4   | Earned Value Management System (JUL 2006)                                       | None   |
| FAR 52.236-7   | Permits and Responsibilities (NOV 1991)   | Applies to construction subcontracts for dismantling, demolition, or removal of  |



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|                 |  | improvements.   |
| FAR 52.244-6    | Subcontracts For Commercial Items (DEC 2010)   | None  |
| FAR 52.245-1    | Government Property (AUG 2010)   | Applies to subcontracts involving government property.  |
| FAR 52.247-63   | Preference For U.S. - Flag Air Carriers (JUN 2003)   | Applies to all subcontracts that may involve international air transportation.  |
| DEAR 952.203-70 | Whistleblower Protection for Contractor Employees (DEC 2000)                               | Applies to all subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.  |
| DEAR 952.204-2  | Security (MAR 2011)  | Applies to all subcontracts requiring a facility clearance.   |
| DEAR 952.204-70 | Classification/Declassification (SEP 1997)   | Applies to all subcontracts involving classified information.   |
| DEAR 952.208-70 | Printing (APR 1984)  | None  |
| DEAR 952.217-70 | Acquisition of Real Property (APR 1984)  | Applies to all subcontracts involving real property.  |
| DEAR 952.250-70 | Nuclear Hazards Indemnity Agreement (JUN 1996)   | Applies to all subcontracts which may involve risk of public liability, unless Subcontractor is subject to Nuclear Regulatory Commission (NRC) sections 170b, 170c, or 170k.  |
| DEAR 970.5204-2 | Laws, Regulations, and DOE Directives (DEC 2000)   | None  |
| DEAR 970.5204-3 | Access to and Ownership of Records (JUL 2005)  | Applies to all subcontracts subject to DEAR 970.5223-1.   |
| DEAR 970.5223-1 | Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000) | Applies to all subcontracts, involving complex or hazardous work on-site.   |
| DEAR 970.5223-4 | Workplace Substance Abuse Programs at DOE Sites (DEC 2000)                                 | Applies to all subcontracts subject to 10 CFR 707, regardless of dollar threshold. All other subcontracts (with a value of \$25,000.00 or more) are subject to this clause if the subcontract involves:<br>(i) Access to or handling of classified information or |



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|   |   | special nuclear materials;<br>(ii) High risk of danger to life, the environment, public health and safety, or national security; or<br>(iii) Transportation of hazardous materials to or from a DOE site. |
| DEAR 970.5227-1   | Rights in Data – Facilities (DEC 2000)  | Applies to all subcontracts involving technical data and computer software.   |
| DEAR 970.5227-2   | Rights in Data – Technology Transfer (DEC 2000)   | None  |
| DEAR 970.5227-6   | Patent Indemnity - Subcontracts (Dec 2000)  | None  |
| DEAR 970.5227-9   | Notice of Right to Request Patent Waiver (Dec 2000)   | None  |
| DEAR 970.5227-10  | Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor | None  |
| DEAR 970.5227-11  | Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (DEC 2000) | Applies to all subcontracts involving classified matter.  |
| DEAR 970.5232-3   | Accounts, Records, and Inspection (DEC 2010)<br>Alternate I (DEC 2000)  | None  |
| <b>The below clause applies to all subcontracts exceeding \$250.00</b>    |   |   |
| FAR 52.227-9  | Refunds of Royalties (APR 1984)   | None  |
| <b>The below clause applies to all subcontracts exceeding \$2,500.00</b>  |   |   |
| FAR 52.222-41   | Service Contract Act Of 1965, As Amended (NOV 2007)   | None  |
| <b>The below clauses apply to all subcontracts exceeding \$3,000.00</b>   |   |   |
| FAR 52.222-54   | Employment Eligibility Verification (JAN 2009)  | None  |
| FAR 52.223-17   | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)              | None  |
| <b>The below clause applies to all subcontracts exceeding \$15,000.00</b> |   |   |



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| FAR 52.222-36   | Affirmative Action For Workers With Disabilities (OCT 2010)   | None  |
| <b>The below clause applies to all subcontracts exceeding \$30,000.00</b> |   |   |
| FAR 52.209-6  | Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (DEC 2010) | None  |
| <b>The below clauses apply to all subcontracts exceeding \$100,000.00</b> |   |   |
| FAR 52.222-35   | Equal Opportunity for Veterans (SEP 2010)   | None  |
| FAR 52.222-37   | Employment Reports Veterans (SEP 2010)  | None  |
| DEAR 970.5227-4   | Authorization and Consent (AUG 2002)  | None  |
| <b>The below clauses apply to all subcontracts exceeding \$150,000.00</b> |   |   |
| FAR 52.203-5  | Covenant Against Contingent Fees  | None  |
| FAR 52.203-6  | Restrictions On Subcontractor Sales To The Government (SEP 2006)  | None  |
| FAR 52.203-7  | Anti-Kickback Procedures (OCT 2010)   | None  |
| FAR 52.203-12   | Limitation On Payments To Influence Certain Federal Transactions (OCT 2010)   | None  |
| FAR 52.215-2  | Audits and Records - Negotiation (OCT 2010)   | None  |
| FAR 52.215-14   | Integrity Of Unit Prices (OCT 2010)   | Does not apply when to commercial item or service subcontracts where supplies are not required. |
| FAR 52.219-8  | Utilization of Small Business Concerns (JAN 2011)   | None  |
| FAR 52.227-2  | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)  | None  |
| DEAR 952.209-72   | Organizational Conflicts of Interest Alternate I (JUN 1997)   | Applies to subcontracts for advisory and assistance services as defined in FAR 2.101.           |
| <b>The below clauses apply to all subcontracts exceeding \$500,000.00</b> |   |   |
| DEAR 952.226-74   | Displaced Employee Hiring   | None  |



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|  | Preference (JUN 1997)  |   |
| DEAR 952.223-78  | Sustainable Acquisition Program (OCT 2010)   | Applies to all subcontracts that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. |
| DEAR 970.5226-2  | Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000) | None  |
| <b>The below clauses apply to all subcontracts exceeding \$650,000.00 (\$1.5M if Construction)</b> |  |   |
| FAR 52.219-9   | Small Business Subcontracting Plan (OCT 2001)  | None  |
| FAR 52.219-16  | Liquidated Damages – Subcontracting Plan (JAN 1999)  | Applies to all subcontracts subject to FAR 52.219.16  |
| <b>The below clauses apply to all subcontracts exceeding \$700,000.00</b>                          |  |   |
| FAR 52.215-13  | Subcontractor Cost or Pricing Data – Modifications (OCT 2010)  | None  |
| FAR 52.215-15  | Pension Adjustments and Asset Reversions (OCT 2010)  | Applies to subcontracts for which it is anticipated that certified cost and pricing data will be required   |
| FAR 52.215-18  | Reversion of Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)                    | Applies to subcontracts for which it is anticipated that certified cost and pricing data will be required   |
| FAR 52.215-19  | Notification Of Ownership Changes (OCT 1997)   | Applies to subcontracts for which it is anticipated that certified cost and pricing data will be required   |
| FAR 52.230-2   | Cost Accounting Standards (OCT 2010)   | Applies to all negotiated subcontracts unless exempted from CAS.  |
| FAR 52.230-3   | Disclosure and Consistency of Cost Accounting Practices (MAY 2012)   | Applies to all negotiated subcontracts unless exempted from CAS.  |
| FAR 52.230-5   | Cost Accounting Standards Educational Institution (MAY 2012)   | Applies to all negotiated subcontracts unless exempted from CAS.  |



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| FAR 52.230-6 | Administration of Cost Accounting Standards (JUN 2010) | Applies to all subcontracts that are subject to FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5. |
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### ATTACHMENT 6 - SPECIAL PROVISIONS – ON-SITE SERVICES

Rev. 01, October 1, 2014 March 5, 2015

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## 1.0 DEFINITIONS

- A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:
1. "ES&H" shall mean environment, safety and health, including pollution prevention, waste minimization, occupational radiation protection, industrial hygiene, fire protection, and nuclear safety.
  2. "Employee" shall mean both Subcontractor and its lower-tier subcontractor employees.
  3. "Work" shall mean supplies, services, designs and vendor data provided by the Subcontractor and its lower-tier subcontractors and all work performed pursuant to this Subcontract.
  4. "Radiological Work" shall mean any work performed on-site that requires the handling of radioactive material or which requires access to Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas or Airborne Radioactivity Areas. No work is to begin on site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by the Contract Specialist or Buyer's Technical Representative (BTR).
  5. "Site" or "On-Site" shall mean the following: all Government owned facilities and/or Buyer operated facilities paid with Government funds (regardless of whether DOE badges are required or not), located in Richland, Washington, Hanford, Washington, and within Benton County, Washington.

## 2.0 GENERAL

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions apply to all companies and personnel assigned to work on the Hanford site in performance of this Mission Support Alliance (MSA) Subcontract. All of these provisions including requirements identified in the SOW must be flowed down appropriately to all lower-tier subcontractors and assigned personnel.
- C. Buyer reserves the right to refuse or withdraw access to the Buyer's facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or



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misappropriation of Department of Energy (DOE) owned facilities, equipment or resources.

- D. Ensure that all activities appropriately protect the human health and safety, environment, cultural resources, treaty rights, reserved treaty and other legal rights of the federally recognized American Indian Tribes at the Hanford Site. If you have any questions in this regard, contact the cognizant BTR.

### 3.0 SAFETY AND QUALITY STANDARDS

#### 3.1 SAFETY

- A. The Subcontractor and its lower-tier subcontractors shall perform work on the Hanford Site in accordance with the Buyer's DOE approved Worker Safety and Health Program (MSC-MP-32219, 10 CFR 851 MSC Worker Safety and Health Program Description), Safety and Health Procedures, and applicable Site-wide Safety Programs or the subcontractor shall submit to Buyer documentation that the Subcontractor's Worker Safety and Health Program has been approved by DOE.
- B. Buyer's Safety and Health Procedures are available on the internet at <http://www.hanford.gov/pmm/page.cfm/Forms>. The documents on this site are kept current and are readily available for Subcontractor and lower-tier subcontractor use.
- C. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of S&H functions and activities is an integral and visible part of the Subcontractor's work planning and execution processes. As a minimum, the Subcontractor shall:
1. Thoroughly review the defined scope of work;
  2. Identify hazards and ES&H requirements;
  3. Analyze hazards and implement controls;
  4. Perform work within controls; and
  5. Provide feedback on adequacy of controls and continue to improve ES&H management.
- D. The Subcontractor shall flow down ESH&Q requirements to the lowest tier Subcontractor performing work on the Hanford site commensurate with the risk and complexity of the work.
- E. The Subcontractor and its lower-tier subcontractors shall take all reasonable precautions in the performance of the work to protect the safety



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and health of employees and of members of the public. The Subcontractor and its lower-tier subcontractors shall be responsible to comply, without additional expense to the Buyer, with new or modified State, Federal, and DOE requirements or regulations. Where there is a difference in regulations or requirements, the most stringent shall apply.

- F. Subcontractor shall perform work in compliance with facility-specific procedures and requirements documents applicable to the work area.
- G. Subcontractor shall take appropriate action, up to and including stopping work, and immediately notify the Buyer if an unplanned risk or hazard is discovered that is not covered by directions provided by Buyer. This action includes notifying the Buyer if the work exposes their workers to hazards that require exposure assessment, medical examinations, or training.
- H. Subcontractors and its lower-tier subcontractors shall be responsible to complete an Employee Job Task Analysis (EJTA) in accordance with MSC-PRO-11058 for any of the following situations:
  - For any subcontractor employee who will be on the Hanford Site for more than 30 days in a year.
  - For any subcontractor employee who may potentially be exposed to hazards (e.g. radiological, beryllium, hazardous wastes, noise) while performing in accordance with the subcontract statement of work.
  - For any subcontractor employee enrolled in a medical or exposure monitoring program required by 10 CFR 851, and/or any other applicable federal, state or local regulation or other obligation.

If either of the above conditions are met, the subcontractor and its lower-tier subcontractor employee is to have a current approved EJTA prior to that employee beginning work on the Hanford Site. Note: if the services being provided to MSA are defined as "commercial items" as defined in the Federal Acquisition Regulations, they are exempt from this requirement.

- I. Subcontractor and its lower-tier subcontractors shall use the Hanford Site Occupational Medical Provider for first aid treatment, and return to work evaluations and the Hanford Fire Department or Richland Fire Department (depending on location of incident) for ambulance service for urgent medical situations requiring care and transport.



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- J. Subcontractor shall ensure employees and lower-tier subcontractor employees have received the identified safety-related training as required by MSA safety and health procedures.
- K. Specific health and safety requirements for the execution of the scope of work described in this document will be stipulated in the Buyer's Site-specific Health and Safety Plans, Job Hazard Analysis (JHA)/Job Safety Analysis (JSA) and Radiological Work Permits, as applicable. The Buyer's safety and health requirements will be communicated to the Subcontractor through HGET, facility-specific training and orientation, and pre-job briefings. A pre-job safety meeting, including any personnel associated with the field work, will be held before the performance of field work.
- L. The Subcontractor shall prepare a Job Hazard Analysis (JHA) as required by and in accordance with the requirements specified in MSC-PRO-079, Job Hazard Analysis. The Subcontractor will participate in the JHA/AJHA process, and will comply with the requirements specified within any JHA document (e.g.; AJHA, JSA, Work Order, etc.) associated with the Subcontractor's description/scope of work. All applicable JHAs shall be reviewed and approved by the Contracting Officer and provided for review to all Subcontractor personnel before the initiation of field activities.
- M. The Subcontractor will supply all appropriate personal protective equipment (PPE) needed by Subcontractor personnel. Safety Glasses with side shields, hard hats, and substantial footwear (i.e., no open-toed or open-heel shoes, no sandals) shall be worn when working on or near the designated work area.
- N. The Subcontractor shall immediately notify the BTR and the Contract Specialist of any injuries or incidents including damage to Subcontractor-owned property or equipment.
- O. The Subcontractor shall provide Buyer with a copy of all reports made to government agencies or insurance companies relating to jobsite accidents and injuries.

### **3.2 SHIPMENT SAFETY**

Subcontractor shall ensure that all shipments made to the Hanford site in performance of this Subcontract are packaged and loaded for safe handling and unloading. Any person delivering to the Hanford site or to a Buyer-controlled facility should wear appropriate protective equipment and may be required by the Buyer to wear specific personal protective equipment (hand, eye, head or foot protection). Deliveries to the Hanford site or Buyer-controlled facility may be refused and/or unloading work stopped by any Buyer employee for unsafe



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conditions or practices. All Subcontractors are responsible for ensuring that they and all lower-tier subcontractors have the appropriate DOT certificates, paperwork, and signage.

### **4.0 MATERIALS AND EQUIPMENT**

#### **4.1 PROTECTION OF MATERIALS, EQUIPMENT, AND WORK**

Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, preserve and protect material and equipment used by Subcontractor in the execution of the work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

- A. Subcontractor shall at all times in accordance with the best practices and at no additional cost to Buyer, protect from damage due to Subcontractor's operations, equipment and materials (whether stored or installed), paving, structures and any and all other items on jobsite belonging to the Government, Buyer or others.
- B. Neither Buyer or the Government shall be responsible for any loss suffered by Subcontractor or damage to the work, or to materials, tools and equipment of Subcontractor or of any other Subcontractor, and Subcontractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage that may be directed by Buyer or the Government.

#### **4.2 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- A. The Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Subcontract. The Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Subcontract performance, or by the careless operation of equipment, or by workmen, the Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Buyer.
- B. The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract



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or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, the Buyer may have the necessary work performed and charge the cost to the Subcontractor.

### **5.0 LABOR AND WORK RULES**

#### **5.1 SUBCONTRACTOR'S PERSONNEL**

- A. At all times during the course of the work, Subcontractor shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to Buyer. The supervisor shall have authority to represent Subcontractor and directions given to him shall be binding on Subcontractor. Upon Buyer written request, Subcontractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Subcontractor in all matters pertaining to the work and this Subcontract. Subcontractor shall furnish Buyer a copy of the authorization. Subcontractor shall not transfer or remove any of its supervisory or key personnel from performance of work without the prior written approval of Buyer.
- B. Any employee of Subcontractor deemed by Buyer, in their sole judgment, to be objectionable shall be removed from the jobsite immediately upon Buyer request and shall be promptly replaced by Subcontractor at no extra expense to Buyer. Subcontractor shall nevertheless retain all authority and control over its employees, including responsibility for all costs arising from providing reasonable accommodations for its employees.
- C. If requested by Buyer, Subcontractor shall furnish it with the names and addresses of Subcontractor's lower-tier Subcontractors, field employees of Subcontractor and its lower-tier Subcontractors, and others who have performed or are performing the work hereunder.

#### **5.2 LABOR HARMONY**

Subcontractor agrees that all labor employed by it, its agents, and/or lower-tier Subcontractors for work on the jobsites shall be in harmony with and be compatible with all other labor used by Buyer or other Subcontractors. Whenever Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the work, Subcontractor shall immediately give notice thereof including all relevant information to Buyer.

#### **5.3 WORK RULES**

Subcontractor shall comply strictly with Buyer and the Government's rules governing the conduct of Subcontractor and Subcontractor's employees,



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agents, and Subcontractors at and about the jobsite. Subcontractor agrees that it shall ensure that its supervisory personnel, employees, agents, and Subcontractors at the jobsite comply strictly with such rules. Buyer reserves the right to, from time to time, revise any such rules and Subcontractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

### **5.4 OVERTIME**

Unless expressly stated elsewhere in this Subcontract, work on the Hanford site shall be compatible with Buyer's starting and quitting times, or other times approved by Buyer. Buyer must approve scheduled overtime work by Subcontractor in advance and in writing. Subcontractor shall notify Buyer in advance of any incidental spot overtime that Subcontractor elects to work due to such operations as concrete placement, non-disruptable work activities and emergencies to protect life and/or property. Overtime work, whether scheduled or incidental, shall be to Subcontractor's account unless the compensation therefore is specifically authorized in writing by Buyer. In the event Buyer approves compensation of Subcontractor's overtime in advance, such compensation as separately authorized shall be limited to the actual cost to Subcontractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Subcontractor shall submit supporting documents satisfactory in form and content to Buyer for its verification and approval.

### **5.5 CONFIDENTIAL AND CONTROLLED-USE INFORMATION**

- A. Confidential and Controlled-Use Information obtained by Subcontractor from Buyer or the Government in connection with this Subcontract shall be held in confidence by Subcontractor and shall not be disclosed to third parties or used by Subcontractor for any purpose other than for the performance of this Subcontract or as authorized in writing by Buyer.
- B. This information, which can include controlled-use (documents marked Official Use Only (OUO), Classified, Unclassified Controlled Nuclear Information (UCNI), Export-Controlled Information (ECI), and Naval Nuclear Propulsion Information (NNPI)), designs, drawings, technical experience, software, processing systems, databases, financial, intellectual property, trade secrets, customers, vendors, personnel records, research, development, inventions, plans, manufacturing, engineering, accounting, bid data, sales, marketing, Subcontract terms, and any information generated pursuant to work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset or





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information relating to national security of considerable value to Buyer and the Government.

- C. Subcontractor shall use such confidential information only for the purpose of performing work in accordance with the Subcontract. Confidential Information may only be released on a need to know basis to employees and Subcontractors who agree to safeguard the information. Subcontractor shall make all reasonable efforts to ensure its employees and lower-tier Subcontractors, maintain such confidential information in strictest confidence. Subcontractor may not disclose Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written consent of Buyer or the Government, as appropriate.
- D. All Confidential Information furnished by Buyer or the Government, or documentation developed by Subcontractor in performance of this Subcontract shall remain Buyer's property. Upon completion of work, Subcontractor shall either destroy or return such documentation and any other confidential information reduced to tangible or electronic form, including copies thereof, to Buyer unless Buyer consents otherwise.
- E. Nothing contained in the Subcontract, or in any disclaimer made by Buyer or the Government, shall be construed to grant Subcontractor any license or other rights in or to disclose confidential information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.
- F. In the event that work performed by Subcontractor in accordance with the Subcontract involves the collection or generation of data on persons or associations, Subcontractor shall maintain strict confidentiality of records in accordance with the laws of the State of Washington; the Privacy Act of 1974 (5 U.S.C. 552a); provisions of the Fair Credit Reporting Act (15 U.S.C. 1681); and other applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

### 6.0 SECURITY

The Subcontractor and all lower-tier subcontractors shall comply with the following security instructions and requirements.

#### 6.1 PERSONNEL QUALIFICATIONS

- A. Subcontractor is responsible for maintaining satisfactory standards for employee qualifications, performance, conduct, and business ethics



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under its own personnel policies. If the work to be performed under this Subcontract requires Subcontractor personnel to acquire site access, Subcontractor is responsible for determining employee suitability prior to making a request for site access, including citizenship.

- B. Subcontractor, by requesting site access for Subcontractor or lower-tier subcontractor personnel, hereby accepts complete responsibility for all conduct of the personnel to whom access is granted. Buyer shall be indemnified and held harmless for all liability, claims or controversies arising from badge issuance

### 6.2 BADGE REQUIREMENTS

- A. Requests by an authorized representative of the Subcontractor for access to the Hanford Site or any Buyer controlled facility or access to a Federal Information system will only be considered when a valid business reason exists. Access may be denied or revoked by the Buyer or DOE at any time.
- B. Foreign national access - a special review and approval process is required before site access might be granted to a foreign national (a non-U.S. citizen). Foreign nationals will not be badged until the process is complete. Site hosts are responsible for ensuring that citizenship determinations are complete.
- C. Any person granted access shall be required to wear a Buyer-issued security badge identifying him/her. The identification badge shall be worn in plain view, above the waist, on the front of the body. If required, a dosimeter will be issued in conjunction with the security badge. The identification badge must be protected from loss or theft and shall not be stored in an unlocked unattended vehicle. The identification badge integrity must be protected by ensuring the badge is not altered, photocopied, counterfeited, reproduced, and/or photographed.
- D. Badging for more than seven (7) days requires Subcontractor employees to complete Hanford General Employee Training (HGET). Buyer will provide HGET except in special circumstances. Subcontractor employee must be current with minimum site access training requirements to be issued a security badge.
- E. Badges will be issued at Buyer security location(s) during normal working hours. Subcontractor shall provide Buyer the complete name (as it appears on the photo identification to be used), business address, social security number and citizenship of the individual(s) requiring a security badge(s), at least two working days prior to the date the



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employee(s) first require the badge(s) for work performance. Each Subcontractor employee requiring a badge shall appear in person with photo identification (e.g., valid driver's license) and at least one form of valid, non-expired government-issued photo identification. Valid forms of photo identification are: (1) U.S. state issued drivers license; (2) U.S. Passport; (3) Military Identification; or (4) a U.S. state issued identification card.

- F. If a Subcontractor employee loses a badge, he/she shall report the loss immediately upon discovery to the Central Badging Office at 509-376-3000. If badge is stolen, immediately report it to Hanford Patrol at 509-376-3800, the Central Badging Office, and local law enforcement (a police report number will need to be obtained).
- G. Upon termination of employment or completion of the Subcontractor's work, and before final payment shall be made, all badges and dosimeters issued to Subcontractor employees shall be returned to Central Badging and MSA Dosimetry, respectively. Buyer will charge Subcontractor \$1,000.00 for each badge or dosimeter not returned. The charge shall be deducted from payments otherwise due the Subcontractor. Refund of charges – may not be made after the date of final payment to Subcontractor for previously collected badges and/or dosimeters subsequently found.

### **6.3 UNCLASSIFIED COMPUTER SECURITY REQUIREMENTS**

When made available by the Buyer as part of this Subcontract, Buyer's telecommunications and computer systems may be used only in performance of this Subcontract. Subcontractor will ensure that personnel who are allowed access to the Hanford Local Area Network (HLAN) understand and comply with Buyer's Computer Access and data security rules. Foreign Nationals may not be granted access until cleared by the Foreign National Visits and Assignments office.

When authorized to connect Subcontractor owned computers to HLAN, Subcontractor will:

1. Identify a single contact responsible for coordinating appropriate controls with the Project Hanford Management Subcontract (MSC) Computer Protection Program Manager (CPPM).
2. Obtain approval from the CPPM prior to making any connections
3. Ensure that any computer connected to the HLAN must be physically separated from any other network by Buyer approved means



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4. Allow Buyer unrestricted access to those computers for periodic inspection and to verify that all "data in all forms" is erased prior to final payment on the Subcontract (41 CFR 109-43).

### 6.4 CLEARANCES

In some circumstances, a security clearance is required for unescorted access. In these rare cases, the Buyer will provide the Subcontractor with guidance.

### 6.5 ESCORT REQUIREMENTS

In some locations, escorting will be required. In these rare circumstances, the Buyer will provide the Subcontractor with guidance.

### 6.6 PROHIBITED ARTICLES

Subcontractor's employees shall not personally carry, or otherwise transport or transfer, certain items onto the Hanford Site or any DOE-owned or leased facility, or off the Site proper at which the Subcontractor is performing work under this Subcontract.

- A. The following items are **prohibited** articles anywhere on site or in site-associated facilities (to include vehicle parking areas and pedestrian walkways):
  1. Pets and animals (guide dogs are permitted).
  2. Weapons – includes firearms and ammunition, stun guns, folding or straight blade knives with blades exceeding (4) inches in length, swords, machetes, axes, hatchets, razors and similar cutting devices, clubs, and any other item prohibited by law.
    - a. Note: Personal protective sprays, e.g., pepper spray, are prohibited in protected areas and material areas only.
  3. Alcoholic beverages – Includes any intoxicating beverage, liquor or other product containing alcohol, including "near" and "non-alcoholic" beer and "energy drinks" which identify alcohol as an ingredient
  4. Controlled substances and drug paraphernalia (prescription drugs are permitted in the original container).
  5. Explosives or incendiary devices (road flares are permitted).
  6. Any article prohibited by law.



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B. The following **controlled** articles are prohibited within areas controlling classified interests located in limited areas and protected areas (privately owned items are not authorized within limited areas, protected areas and materials access areas; government owned items may be authorized if identified on an approved prohibited/controlled article pass):

1. Cameras and Computers.
2. Recording and transmitting devices, including cell phones, iPods, MP3 players and e-Readers.
3. Cellular telephones.
4. Electronic equipment capable of connecting to automated information systems, e.g., personal digital assistants.
5. Any article prohibited by law.

**NOTE** – All images taken at Hanford are considered documents and are subject to information release procedures.

C. If Subcontractor, or any of its employees, needs to use a prohibited item to meet a requirement of this Subcontract, Subcontractor shall contact Buyer for guidance in acquiring the necessary prohibited/controlled article pass.

D. Subcontractor's employees and their vehicles, packages, or other types of containers are subject to a search for prohibited articles at any time while performing work on the Hanford Site or in any DOE owned or leased facility located off the Site proper. Prohibited articles found in the possession/control of Subcontractor's employees which are not listed on a valid prohibited/controlled article pass may be confiscated.

**NOTE:** (1) Government-owned video conference systems approved for classified use are not considered controlled articles, (2) Hanford Patrol is authorized to search all vehicles and hand-carried items, and to confiscate any prohibited/controlled articles not listed on a valid prohibited/controlled article pass, (3) this list is subject to change, (4) If Subcontractor or any lower-tier subcontractors are in possession of any of the above items, **THE ITEMS MUST BE DECLARED IMMEDIATELY.**

### 7.0 MEDICAL

A. Buyer may require Subcontractor's employees to undergo medical examinations including medical qualification and medical monitoring examinations. The



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Subcontractor shall utilize the Hanford Site Occupational Medical Subcontractor for medical examinations required for performance of this work scope. The Subcontractor shall use the Hanford OMC for work related injury care, return to work evaluations. Hanford Fire Department ambulance service may also be used to provide urgent care and transportation while on the Hanford Site.

- B. The Subcontractor shall be responsible for providing an acceptable replacement if the Subcontractor's employee is medically unable to safely perform the assigned work scope.
- C. Medical examinations may be required at any time if efforts under this Subcontract involve work in radiological areas or result in routine exposure to radioactive materials.

### 8.0 RADIATION PROTECTION

- A. Subcontractor shall ensure that all employees and other persons under its control comply with the requirements of the MSC Radiological Control Manual (MSC-5173) and regulations pertaining to control of occupational radiation and/or contamination as set forth herein. Unless specified otherwise in the Subcontract the Buyer will provide the Occupational Radiation Protection Program. If the Subcontract involves work in areas that contain irradiated or contaminated equipment, the Subcontractor and its employees shall be required to undergo a Buyer-provided orientation and appropriate radiological training.
- B. Subcontractor shall ensure that individuals responsible for developing and implementing radiological measures have the appropriate education, training, and skills to discharge these responsibilities. Each individual must submit supporting documentation prior to starting work. The Buyer may identify additional required radiological training.
- C. The Buyer's program requirement is to conduct personnel surveys immediately upon leaving a contamination area, high contamination area, or airborne radioactivity area. The Subcontractor agrees that its employees shall submit to such a survey and, if necessary, decontamination procedures. If employees are appropriately qualified, employees may perform self-survey for radioactive contamination.
- D. The Subcontractor shall notify the BTR in writing at least 24 hours in advance of bringing any item, equipment or tool to the Hanford Site that contains radioactive material above background using industry handheld instruments. The Buyer may conduct radiological surveys to verify compliance with 10 CFR 835 on any equipment, tools or personal property brought on to the Hanford site, at any time during the period of performance of this Subcontract and before allowing any such equipment, tools or personal property to be brought onto the site or before leaving the site.



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- E. Based on the results of the survey, Buyer may refuse to allow radiologically contaminated materials to be brought onto the site or to leave the site. If Subcontractor's originally uncontaminated equipment, tools or personal property becomes contaminated during performance of the work on site through no fault or negligence of the Subcontractor, the Buyer may attempt to decontaminate. If the contaminated property cannot be decontaminated so that it can be released, the Buyer reserves the right to destroy or dispose of the property at no cost to the Subcontractor. In such instance, an equitable adjustment to the Subcontract "may" be made if not already addressed elsewhere in the Subcontract.
- F. The Subcontractor shall notify the BTR in writing at least 24 hours in advance when a radioactive source that employs radioactive materials or generates, emits, or utilizes ionizing radiation will be used prior to bringing such device(s) on-site. This includes any source licensed by the Nuclear Regulatory Commission (NRC) or authorized State.
- G. This notification will contain the off-site company name, source isotope, source activity, physical nature of the source (liquid, gas or solid), radiation dose rate, whether the source is shielded or unshielded, the planned location of source while on site, the custodian of the source (point of contact), and the arrival and departure dates. The Subcontractor will also notify the BTR in writing when the source has been removed from the Hanford Site.
- H. Basic Dosimeter. Each employee of the Subcontractor and its lower-tier Subcontractors may be issued a basic dosimeter for performance of the work under this Subcontract. Dosimeters are issued free of charge by MSA Dosimetry. Dosimeters will be issued for the duration of a specific Subcontract or for the current calendar year. If a Subcontract performance period extends beyond the last Friday of the current calendar year, a new dosimeter shall be obtained before that date.
  - 1. All dosimeters shall be returned (1) within thirty (30) calendar days after the completion of the work, (2) on or before January 15 of the next calendar year, or (3) prior to final payment under the Subcontract, whichever is earliest.
  - 2. Dosimeters may be issued for shorter periods of time or to monitor specific locations based on the requirements of the activity. The Subcontractor agrees to comply with approved MSA procedures for assignment of dosimeters, wearing of dosimeters, and return of dosimeters.
- I. Radiological records generated by the Subcontractor shall be submitted to the Buyer as specified in the SOW or within 30 days of completion of work. No radiological record generated during the performance of work may be disposed of or destroyed without Buyer approval. Subcontractor may retain copies of any such records. Examples of such radiological records include radiological designs,



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procurements of equipment use in a radiological environment, radiological survey documentation, work documents, radiological training, and individual occupational radiation exposure records. MSA reserves right of inspection during performance of the work.

- J. Instruments not provided by the Buyer for use by the Subcontractor for radiological monitoring will be approved by the radiological control organization, calibrated, maintained, and operated in accordance with procedures that meet the Buyer program requirements.
- K. Radiological personal protective clothing, including respiratory protection used for radiological purposes, provided by the Subcontractor must be approved by the Buyer prior to use.
- L. Subcontractor Radiation Protection Compliance Evaluation
  - 1. The requirements in this Clause apply to any product that has the potential to cause radiological harm for its intended use or radiological activity or service carried out on behalf of DOE and the Buyer by the Subcontractor that has the potential to result in: (1) occupational exposure to ionizing radiation (as defined in 10 CFR 835.2), (2) exposure of minors and members of the public (as defined in 10 CFR 835.2) to ionizing radiation during direct on-site access at a DOE site or facility, (3) planned special exposures (as described in 10 CFR 835.204), (4) emergency exposures (as described in 10 CFR 835.1302), and (5) exposures to the embryo/fetus of a declared pregnant worker (as defined in 10 CFR 835.2). Specific applicability exclusions include those listed in 10 CFR 835.1(b).
  - 2. The Subcontractor shall: (1) comply with all requirements of MSC-5173 and (2) implement, document, and maintain implementing programs (such as administrative controls, procedures, and technical work documents) as necessary to ensure compliance with MSC-5173. The Subcontractor's program is subject to review at all times by the Buyer. Subcontractor's acceptance of this Subcontract provision signifies that MSC-5173 requirements are understood and will be met.
  - 3. When subcontracting any portion of this Subcontract, the Subcontractor is required to invoke the requirements of MSC-5173 on any subcontractor which shall be involved in the performance of any of the work described in the first paragraph of this Clause. Prior to performing any radiological activity, the Subcontractor's lower-tier subcontractor(s) shall certify that the requirements of MSC-5173 are understood and that they will be met.
  - 4. The Buyer reserves the right to verify the efficacy of implementing programs and the implementation of MSC-5173 requirements at the Subcontractor's facility and/or lower-tier subcontractor's facility to ensure compliance with 10 CFR 835 as defined in the Subcontract. Access to a





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Subcontractor's facility shall be requested through the Subcontractor and verification may be performed jointly with the Subcontractor. The Subcontractor shall, during the performance of this Subcontract, submit any significant changes to the program documents to the Buyer for review and approval prior to implementation. Significant changes are those changes which, if implemented, may result in unnecessary increases in occupational exposure or loss of control of radioactive materials without a corresponding increase in the scope or effectiveness of radiological work activities performed. The Buyer may impose changes upon the Subcontractor's program documents as necessary to maintain compliance with MSC-5173, which is subject to changes resulting from new or revised provisions of 10 CFR 835.

5. The Subcontractor and any of its lower-tier subcontractors performing portions of the work covered by MSC-5173 shall restrict minors (persons under 18 years of age) from Radiologically Controlled Areas and all other Radiological Areas, unless approval has been obtained from the Buyer's Radiological Control Manager to permit entry.

### **9.0 SUBCONTRACTOR-FURNISHED MATERIALS AND/OR TOOLS**

If Subcontractor is required to furnish and bring on the Hanford Site its own materials and/or tools, Subcontractor shall keep such materials and/or tools physically segregated from 1) any materials, tools, and/or other property furnished by the Government, and 2) any materials, tools, and/or other property acquired by the Subcontractor for which cost the Subcontractor is reimbursed by the Government. See clauses titled "Handling of Prohibited Articles" and "Radiation Protection" for handling of contaminated articles.

The Subcontractor is responsible for providing for the physical protection of its own materials and/or tools and any materials, tools, and/or other property furnished by the Government. Materials, tools, and other property must be physically secured to the extent practicable through the use of locked buildings, containers, and fenced areas. Where it is impractical to lock items in a building, container, or fenced area, alternate means of protection must be provided (e.g., hub locks, hitch locks, ignition locks, locked chains, etc.), to secure items.

## **10.0 INSURANCE**

### **10.1 SUBCONTRACTOR PROVIDED INSURANCE**

- A. Subcontractor shall procure at his/her own expense and maintain the insurance policies and coverage limits described below unless waived in writing by Buyer. Subcontractor shall ensure that lower-tier subcontractor agreements at least duplicate the insurance policies and coverage limits required of Subcontractor unless waived by Buyer. Buyer's waiver shall not apply to insurance required by statute.



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1. Workers Compensation, Occupational Disease, Disability Benefit, and other similar employee benefit insurance required under the laws of the state that apply to the work to be performed under this Subcontract.
2. Commercial General Liability Insurance, including Employers Liability and Owner's and Subcontractor's Protective and Contractual Liability, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss.
3. Automobile Liability Insurance for all motor vehicles, including owned, non-owned, and hired motor vehicles, used by or on behalf of Subcontractor in connection with work to be performed under this Subcontract with a combined single limit of at least \$1,000,000 per occurrence for bodily injury (including death), property damage, and any other covered loss. If hazardous materials are to be transported, Subcontractor shall maintain liability insurance evidenced by ISO Form CA001 with MCS-90 and CA9948 endorsements attached.
- ~~4. Tool and Equipment Insurance for all tools and equipment, including rentals, used in connection with the work to be performed under this Subcontract.~~
- 5.4. Prior to commencing work, Subcontractor shall furnish Buyer with satisfactory evidence of insurance coverage, unless waived in writing by Buyer. Subcontractor is required to notify Buyer in writing *immediately* if the insurance is cancelled and/or a material change occurs. In addition, the following requirements apply: (1) coverage's evidenced by Subcontractor Provided Insurance policies shall be primary and (2) such policies shall contain a Separation of Insureds clause and Waiver of Subrogation in favor of Buyer. Subcontractor shall name Buyer as an Additional Insured on all such applicable policies. Such Additional Insured endorsement shall provide Buyer protection under Additional Insured endorsement CG 2010 07 04 or other Additional Insured endorsement which, at a minimum, is at least as broad as coverage provided under CG 2010 07 04.
- 6.5. It is required that the Subcontractor maintains insurance at all times under this Subcontract and provides proof of such. If Subcontractor cannot provide proof of active insurance, Buyer reserves the right to stop work until a valid certificate of insurance is supplied.

### 11.0 EMERGENCY SITUATIONS

- A. The DOE RL Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site affecting site personnel, the public health, safety, the environment, or security. In the event the DOE RL



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Manager or designee determines such an emergency exists, the DOE RL Manager or designee will have the authority to direct any and all activities of the Subcontractor and its lower-tier subcontractors necessary to resolve the emergency situation. The DOE RL Manager or designee may direct the activities of the Subcontractor and lower-tier subcontractors throughout the duration of the emergency.

- B. The Subcontractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

### 12.0 STOP WORK RESPONSIBILITY – ON-SITE WORK

- A. Every Buyer and Subcontractor employee has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when they are convinced a situation exists that places himself/herself, coworker(s), or the environment in danger or at risk per DOE-0343, "Stop Work."
  - 1. Any employee who reasonably believes that his/her safety is in jeopardy, or who is convinced a situation exists that places themselves, their coworker(s), or the environment in danger, is expected to refuse work without fear of reprisal by management or coworkers, and is entitled to have the safety concern resolved prior to participating in the work.
  - 2. Employees are expected to report any practice or condition they believe presents an unacceptable risk. Notification should be made to the affected worker(s) and then to the supervisor or his/her designee, at the location where the practice or condition exists. After notification, resolution of the issue resides with the responsible manager.
  - 3. The BTR shall also be notified when a Stop Work affects the Subcontract staff and the performance of work. The direction to resume work will be made in writing from the BTR.
- B. The Subcontractor shall provide for the flow-down of appropriate requirements of this clause to lower-tier subcontractors performing work on-site at a DOE-owned or leased facility. Such Subcontracts shall provide for the right to stop work under the conditions described herein.

### 13.0 TRAINING

- A. Subcontractor shall ensure that assigned personnel meet and maintain appropriate training, qualification, and certification requirements per MSA procedures.
- B. Site procedures will identify the Hanford site-specific training requirements to safely perform this work, to perform radiological work or provide items used for radiological work. All Subcontractor personnel who will be performing work in the field on the Hanford Site must complete or have completed within the past 12 months MSA orientation course #100099 or a version of Hanford General



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Employee Training (HGET) prior to being issued a badge or being allowed access to the Hanford Site. Office and administrative visits of less than 7 days will be allowed without this course, but access will be limited to office and administrative areas of the Hanford Site. This requirement applies even if Subcontractor personnel have a valid DOE badge issued by another site. This course can be completed prior to arriving to the Hanford via the Internet. Contact our training organization by sending an e-mail message to eHanford@rl.gov for obtaining access instructions. If you do not complete this course prior to arrival on Site, you will have to complete this orientation course at the MSA badging office prior to receiving a Hanford Site badge.

### **14.0 TELECOMMUNICATIONS AND HANFORD LOCAL AREA NETWORK (HLAN)**

Telecommunications and Hanford Local Area Network (HLAN) connectivity and support on the Hanford Site shall be acquired from the MSA preferred service provider unless approved in advance by the Buyer and MSA Chief Information Officer. This includes computing, network, radio and paging use, connectivity and integration.

### **15.0 EMPLOYEE CONCERNS**

The MSC Employee Concerns Program is available for use by all Subcontractor personnel working on-site for the reporting of issues/concerns related to ES&H protection, quality, security, or illegality. Issues should be raised through MSC project management if possible, or made directly to the Employee Concerns Office at phone numbers posted on-site. Concerns may also be submitted anonymously by calling 509-373-2273.

### **16.0 HAZARDOUS MATERIALS AND WASTE**

#### **16.1 GENERAL**

- A. Subcontractor shall minimize the environmental impact of the work being done, hazardous materials used in performance, and hazardous waste generated as a result.
- B. Hazardous materials used and hazardous waste generated onsite by the Subcontractor shall be managed, handled, and otherwise treated, stored and disposed of in accordance with (1) applicable Federal, State of Washington, and local statutes, rules, regulations, and ordinances; (2) applicable Environmental Protection requirements and processes as described in or referenced by the Statement of Work; and (3) Subcontractor's established handling and management procedures, which are subject to review and approval by Buyer prior to performance. Buyer also reserves the right to review and approve hazardous materials prior to use onsite and require product substitution of less hazardous or non-regulated materials. Subcontractor shall minimize waste generation as is practicable, and report the results of such efforts to BTR.



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- C. Subcontractor shall supply a list of all hazardous materials brought onsite and their corresponding Material Safety Data Sheets (MSDS). Subcontractor shall keep the list current, and shall provide the list to the BTR on a quarterly basis. Subcontractor shall communicate the information required under the Federal Emergency Planning and Community Right-to-Know Act (including quantities used, dates brought onsite, types of containers, and locations of storage) to the Contract Specialist and BTR. Subcontractor also shall make available at each location, and review with its personnel information contained in MSDSs for the hazardous materials to be used there.
- D. Subcontractor is responsible for reporting and remediating hazardous material and hazardous waste spills and other releases in accordance with (1) Federal, State of Washington, and local statutes, rules, regulations, and ordinances; and (2) applicable Project Hanford Policies and Procedures. Buyer reserves the right to assume responsibility for remediation.

### **16.2 TOXIC SUBSTANCES CONTROL ACT**

Subcontractor warrants that each and every chemical substance delivered under this Subcontract, if any, shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 2607(b) of the Toxic Substances Control Act (15 U.S.C. 2601-2629).

### **16.3 REJECTION OF WASTE PRODUCTS**

Prior to acceptance, Subcontractor may reject waste products which it has determined by visual inspection or testing to be nonconforming. Subcontractor shall give Buyer notice of the waste products rejected and the reasons for such rejection.

### **16.4 ACCEPTANCE AND TITLE**

- A. Acceptance of the waste products shall occur at the time Subcontractor takes possession of or accepts delivery of the waste products at the place of tender and, at that time, title, risk of loss and all other incidents of ownership to the waste products shall be transferred from the Government and vested in the Subcontractor.
- B. When Subcontractor provides loading, the Subcontractor shall be deemed to have taken possession of the waste products upon commencement of such loading service. When the Subcontractor provides transportation only, the Subcontractor shall be deemed to have taken possession upon completion of such loading services.



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### **16.5 REVOCATION OF ACCEPTANCE**

- A. Within 72 hours after acceptance, Subcontractor may revoke its acceptance of nonconforming waste products, provided that the waste products have not been materially changed or disposed. However, revocation of acceptance of waste products which have been transferred from Buyer's container(s) to a bulk container, such as a tank truck or storage tank, must be based upon an analysis of a representative sample of such waste products taken prior to transfer from Buyer's container to the bulk container. Such sample must be split with Buyer at the time it is taken. A justified revocation of acceptance shall operate to revert title; risk of loss and all other incidents of ownership in the Government at the time notice of revocation is given to the Buyer.

### **16.6 BUYER'S OPTIONS IN EVENT OF REJECTION OR REVOCATION OF ACCEPTANCE**

- A. In the event Subcontractor rejects the waste products or revokes its acceptance of waste products, Buyer may, within (5) business days after receipt of notice of rejection or revocation, notify Subcontractor of Buyer's intent to test the waste product, to verify the alleged nonconformity. Buyer may, if lawfully permitted, direct Subcontractor to arrange for such testing or corrections, pursuant to Buyer's instructions and at Buyer's cost. All testing or corrections shall be completed within twenty-one (21) business days of Buyer's receipt of the rejection or revocation notice.
- B. Upon mutual agreement of the parties that the waste products are not nonconforming for the reasons specified in Subcontractor's notice, the notice of rejection or revocation as to such waste products shall be deemed null and void as of the time of its original issuance.

### **16.7 SUBCONTRACTOR'S OPTIONS AS TO RIGHTFULLY REJECTED OR REVOKED WASTE PRODUCTS**

- A. If Subcontractor rejects the waste products or revokes its acceptance of the waste products, Subcontractor and Buyer shall, in good faith, attempt to amend the Subcontract to provide for disposal of the nonconforming materials. If the parties cannot, within a reasonable time after rejection or revocation (including any time provided for correction or testing in paragraph 5.0), agree on necessary amendments, Buyer shall make prompt arrangements for the removal of the nonconforming materials from the disposal facility to another lawful place of storage or disposition.



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- B. Buyer agrees to pay Subcontractor, upon receipt of substantiation thereof, its reasonable expenses and costs incurred, subsequent to rejection or revocation, for handling, loading, stowing, preparing for transport, transporting, storing and caring for any waste products returned to Buyer pursuant to this paragraph. If Buyer has paid for any services, which will not be performed because of rejection or revocation of the waste products, Subcontractor shall refund such payment to Buyer.
- C. If Buyer has not paid for any services performed prior to rejection or revocation, Buyer shall upon receipt of invoice, pay the amount specified for such service in the Subcontract.

### **16.8 SUBCONTRACTOR WARRANTIES**

- A. Subcontractor warrants and represents to the Buyer that:
  - 1. Subcontractor understands the currently known hazards and risks which are presented to human beings, property and the environment in the handling, transportation, storage, treatment, processing and disposal of the waste products as they have been described by the Buyer in the Waste Profile Sheet; and,
  - 2. Subcontractor is engaged in the business of transportation, storage and disposal of industrial and other wastes, and has developed the requisite expertise for the handling, transportation, storage, treatment, processing, and disposal of such; and,
  - 3. Subcontractor will handle, transport, store, treat, process, and dispose of the waste products in a safe and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in whose jurisdictions such activities are performed under this Subcontract; and,
  - 4. Any and all vehicles or vessels, Waste Products containers and personnel to be provided by Subcontractor in the performance of this Subcontract have obtained or will obtain all permits, licenses, certificates or approvals required to comply with valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments; and,
  - 5. The disposal facility (or facilities) has been issued, as of the date of execution of the Subcontract, all permits, licenses, certificates or approvals, required by valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in which such facility is



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located, necessary to allow such facility to accept and store, treat, process and dispose of the waste products. In addition, if required by Federal, state or local law, regulations or ordinance, Subcontractor has filed with the appropriate governmental agency a notification of hazardous waste activity and/or an application to operate a hazardous waste storage, treatment or disposal facility and the storage, treatment or disposal facility has achieved "interim status" as defined by Federal and applicable state law and regulations. Subcontractor shall provide Buyer with reasonable advance notice if any such permit, license, certificate or approval is to expire and not to be renewed during the term of the Subcontract, or become the subject of judicial or administrative action seeking revocation or suspension. Such notice shall also be provided if Subcontractor determines not to seek any necessary permit, license, certificate or approval, which becomes required after execution of the Subcontract.

6. If, during the term of this Subcontract, Subcontractor determines not to renew any existing permit, license, certificate or approval or not to seek any necessary permit, license, certificate or approval which becomes required after execution of the Subcontract, Buyer shall retain all the rights and remedies it may have at law or equity.

### 16.9 BUYER WARRANTIES

A. The Buyer warrants and represents to Subcontractor that:

1. Waste products tendered to Subcontractor will conform to the descriptions and specifications contained in the Waste Profile Sheet; and,
2. Buyer will prepare the waste products for transportation and tender to Subcontractor in accordance with all valid and applicable statutes, ordinances, Subcontracts, rules and regulations of the Federal, state and local governments in whose jurisdiction such waste products are to be tendered to Subcontractor, pertaining to: (1) container specifications for any container not supplied by Subcontractor; and, (2) marking and labeling of all containers; and,
3. The Buyer has sole title, or the full right to transfer title, to waste products which will be tendered to Subcontractor.





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### **16.10 TENDER OF DELIVERY**

Buyer shall tender delivery of the waste products to Subcontractor at times and places specified by the Buyer. Buyer shall, at the same time and place, tender to Subcontractor those completed documents, shipping papers or manifests as are required, for lawful transfer of the waste products to Subcontractor, by valid and applicable statutes, ordinances, Subcontracts, rules or regulations of the Federal, state, or local governments.

### **16.11 LOADING AND TRANSPORTATION OF WASTE PRODUCTS**

- A. The Subcontractor is to provide transportation, and/or loading, including but not limited to pumping. Subcontractor shall transport waste products to the disposal facility specified in the Subcontract. Subcontractor shall be responsible for clean up and disposal of any waste product spill during such loading or transportation and shall fully indemnify and hold Buyer harmless therefore.
- B. The Subcontractor is to provide transportation services. Selection of transportation vehicles or vessels, times of travel and routes shall be solely determined by Subcontractor. However, Buyer shall have the right to refuse to load or permit the loading of its waste products if it reasonably finds that the transportation vehicle is unfit or unsafe for transportation of the waste products.

### **16.12 DISPOSAL**

- A. Subcontractor shall dispose of the waste products at the particular facility or facilities, referred to in the Subcontract as "the disposal facility." Subcontractor shall be solely responsible for determining the specific times and techniques for storage, processing, treatment and disposal of the waste products. However, such processing, treatment and disposal shall occur within a reasonable time. Subcontractor shall submit to Buyer a Certificate of Treatment/Destruction for the waste products upon completion of disposal.
- B. If the Subcontractor uses, distributes, or sells any of the waste products or components or residue thereof, Subcontractor agrees to indemnify and save harmless the Buyer, its affiliates, its present and future officers or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes or action, suites and costs and expenses incidental thereto (including, cost of defense, settlement and reasonable attorneys fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse



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effects on the environment, or any violation or alleged violation of statutes, ordinances, Subcontracts, rules or regulations of any governmental entity or agency caused by or arising out of the use, distribution or sale of the waste products.

### 16.13 INSPECTIONS

- A. The Buyer shall have the right, but not the obligation, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Subcontractor or its lower-tier Subcontractors which are applicable to the performance of this Subcontract; to inspect transportation vehicles or vessels, containers or disposal facilities provided by Subcontractor; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Subcontractor in the performance of this Subcontract. Such inspections or lack of inspections shall not operate to relieve Subcontractor of its responsibility or liability under this Subcontract.
- B. Subcontractor shall have the right, but not the obligation, to inspect, sample, analyze or test any tendered waste products before accepting such products.

### 16.14 NONEXCLUSIVITY

This Subcontract is not to be construed as granting Subcontractor the exclusive right to transport, hold, treat and/or dispose of Buyer's waste, and Buyer reserves the right to Subcontract with other parties for such services as it deems necessary.

## 17.0 TRANSPORTATION

Note – clauses that were duplicative in clause tool were deleted below.

### 17.1 GENERAL REQUIREMENTS

- A. Additional requirements may be applicable to shipments of radioactive materials (RAM), or special nuclear materials (SNM).
- B. Transportation expenditures are subject to Government audit. Compliance with instructions and requirements are essential. If transportation instructions are not adhered to the Subcontractor may be charged back any difference in freight costs. Unless otherwise specified in the body of the Subcontract, all Subcontracts are to be shipped free on board (FOB) origin, freight collect.



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### 17.2 VALUE AND INSURANCE

- A. It is the policy of the U.S. Department of Energy and Buyer not to pay for insurance against loss, damage or destruction. Where Buyer will bear the cost of transportation, and freight rates are based upon released value, shipments must be released at the maximum value pertaining to the lowest freight rates.
- B. Subcontractors shall not under any circumstances charge back insurance costs to Buyer.

### 17.3 SPECIAL INSTRUCTIONS FOR VARIOUS METHODS OF TRANSPORTATION

**NOTE:** Where the mode of transportation is not indicated on the face of the Subcontract, the Subcontractor shall not effect shipment without contacting the Buyer. The following is generally the preferred method.

- A. For packages up to 150 lbs each from any place in the Continental U.S.A., ship via United Parcel Service (UPS) surface or FedEx Ground and declare no value. (Do not insure.)
- B. For packages exceeding 150 lbs each, or several packages exceeding a total of 150 lbs but less than 1,000 lbs, ship collect via motor freight. If no specific motor freight routing is shown call the Buyer.
- C. For shipments exceeding 1,000 lbs or any truckload quantity or over dimensional load call the Buyer or Buyer's traffic department at (509) 376-5098 or 376-7492 prior to shipment.
- D. For rail from all points, route to Richland, Washington via Union Pacific (UP); or Burlington Northern (BN) to Pasco for delivery by Washington Central Railroad Company (WCRC). Under no circumstances should carload or less than carload shipments be forwarded via rail without specific prior authorization from the Buyer's traffic department.

### 17.4 PREMIUM TRANSPORTATION RESTRICTION

- A. Do not ship via premium transportation unless the Subcontract specifically states to do so, or without specific authorization from the Buyer.
- B. The Buyer is the only individual authorized to approve the use of premium transportation. Premium transportation includes the following: airfreight, air express services, airfreight forwarder, exclusive use truck or the use of household goods carriers.



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### **17.5 AIR FREIGHT/AIR EXPRESS SERVICES/EXCLUSIVE USE TRUCK**

#### **A. Air Express Services**

1. For packages up to 150 Lb each, where a Subcontract specifies airfreight or air express ship via Federal Express priority or standard overnight service collect.
2. For packages over 150 Lb each, ship collect.
3. For packages exceeding 250 Lb in actual or dimensional weight, call Buyer's traffic department at (509) 376-5098 or 376-7492 for specific routing instructions prior to shipment. Note: dimensional formula in inches (length x width x height divided by 194).

#### **B. Exclusive use truck or electronic/padded van service. Do not use without Buyer's traffic department approval.**

### **17.6 GENERAL NOTES AND RESTRICTIONS**

- A. UPS size and weight restrictions are 130 in. length and girth combined, and 150 lb total weight per package.
- B. Subcontractors shall follow routing instructions specified in the Subcontract or provided verbally by the Buyer or Buyer's traffic department.
- C. Subcontractor shall ship materials routed via UPS as UPS prepay-and-bill, fob destination, unless otherwise authorized by the Buyer.
- D. All air and surface routings, as specifically authorized by the Buyer, shall be shipped freight-collect. General services administration schedule materials are exempt from this instruction and will be shipped in accordance with applicable schedule terms and conditions. Freight costs resulting from failure to comply with these instructions are the responsibility of the Subcontractor.
- E. Immediately following each premium shipment, Subcontractor shall advise Buyer of the date of shipment, complete routing, and carriers pro number or airbill number.
- F. Any hazardous materials shipped under this Subcontract shall be properly packaged, marked, labeled and certified to the carrier that the shipment is in proper condition for transportation according to the regulations of the Department of Transportation CFR 49 parts 171-178 or the IATA air regulations.



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G. Notify the Buyer a minimum of 24 hours in advance of the following incoming shipments:

1. Firearms, ammunition, and DOT class 1 explosives
2. Hazardous or chemical products that requires special handling or transportation precautions or considerations (e.g. toxic or flammable)
3. Oversized or products that require special handling for unloading or movement such as cranes, pilot cars or specialized handling equipment.

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### ATTACHMENT 7 - SPECIAL PROVISIONS – SOFTWARE

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## 1.0 GENERAL

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.

## 2.0 DEFINITIONS

Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:

- (1) "Buyer" shall mean Mission Support Alliance, LLC ("MSA") and all of its authorized representatives acting in their professional capacities (under DOE Prime Subcontract No. DE-AC06-09RL14728) authorized to enter into this Subcontract with Licensor and to effect modifications and take other action hereunder.
- (2) "Contract" means the Subcontract which is placed by the Buyer for the licensing of certain specified software and which contains or includes these Clauses.
- (3) "Contractor" which may also be referred to herein as Subcontractor and/or Licensor, means the individual or organization entering into this Subcontract with the Buyer.
- (4) "Contracting Officer" means the Government official, or any duly appointed successor or representative, who executed the Prime Contract between DOE and the Buyer.
- (5) "DOE" means the United States Department of Energy.
- (6) "Government" means the United States of America.
- (7) "Software" means the specified software licensed by Licensor to Licensee under the Subcontract.

## 3.0 GRATUITIES

- A. The right of the Licensor to proceed may be terminated by written notice if, after notice and hearing, the Buyer determines that the Licensor, its agent, or another representative—





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1. Offered or gave a gratuity (c.g., an entertainment or gift) to an officer, official, or employee; and
  2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this Contract is terminated under paragraph (A) above, the Buyer is entitled--
1. To pursue the same remedies as in a breach of the Contract; and
  2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Licensor in giving gratuities to the person concerned, as determined by the Buyer. (This subparagraph C. 2. is applicable only if this Contract uses money appropriated to the Department of Defense.)
- D. The rights and remedies of the Buyer provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **4.0 ANTI-KICKBACK**

#### **A. Definitions.**

1. "Kickback," means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to the Buyer or any Government employees, to Licensor or any of its employees, subcontractor, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to Buyer's contract.
2. "Person," means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
3. "Prime contract," means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
4. "Buyer" means a person who has entered into a prime contract with the United States.
5. "Buyer employee," means any officer, partner, employee, or agent of a Buyer.



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6. "Subcontract," means a contract or contractual action entered into by a Buyer or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
  7. "Subcontractor," means (1) any person, other than the Buyer, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contract or a subcontract entered into in connection with such buyer, and (2) includes any person who offers to furnish or furnishes general supplies to the Buyer or a higher tier subcontractor.
  8. "Subcontractor employee," as used in this Clause, means any officer, partner, employee, or agent of a subcontractor.
- B. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
1. Providing or attempting to provide or offering to provide any kickback;
  2. Soliciting, accepting, or attempting to accept any kickback; or
  3. Including, directly or indirectly, the amount of any kickback in the Contract price charged by a Licensor to the Buyer or in any price charged by a subcontractor under this or any contract.
- C. Contractor Responsibilities
1. The Licensor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph B of this Clause in its own operations and direct business relationships.
  2. When the Licensor has reasonable grounds to believe that a violation described in paragraph B of this Clause may have occurred, the Licensor shall promptly report in writing the possible violation. Such reports shall be made to the Buyer, inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  3. The Licensor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph B of this Clause.
  4. The Buyer may (1) offset the amount of the kickback against any monies owed by Buyer under this Contract and/or (2) direct that the Licensor withhold from monies owed the subcontractor the amount of the kickback. The Buyer may order that any monies withheld under subdivision C. 4. (2) Of this Clause be paid directly to the Buyer unless the Buyer has already offset those monies under subdivision C. 4. (1) of this Clause.



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5. The Licensor agrees to incorporate the substance of this Clause, including this subparagraph C. 5. but excepting subparagraph C. 1., in all subcontracts under this Contract which exceed \$150,000.00.

### **5.0 COVENANT AGAINST CONTINGENT FEES**

- A. The Licensor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Buyer shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- B. "Bona fide agency," as used in this Clause, means an established commercial or selling agency, maintained by a Licensor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Buyer contracts nor holds itself out as being able to obtain any Buyer contract or contracts through improper influence.
- C. "Bona fide employee," as used in this Clause, means a person, employed by a Licensor and subject to the Licensor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Buyer contracts nor holds out as being able to obtain any Buyer contract or contracts through improper influence.
- D. "Contingent fee," as used in this Clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Buyer contract.
- E. "Improper influence," as used in this Clause, means any influence that induces or tends to induce a Buyer employee or officer to give consideration or to act regarding a Buyer's contract on any basis other than the merits of the matter.

### **6.0 RESTRICTIONS ON SUBCONTRACTOR SALES**

- A. Except as provided in paragraph B below, the Licensor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government or the Buyer of any item or process (including computer software) made or furnished by the subcontractor under this Contract or under any follow-on production contract.
- B. The prohibition in paragraph A. of this Clause does not preclude the Licensor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph A. applies only to the extent that any agreement restricting sales by subcontractor's results in



## **Mission Support Alliance Provision**

the Buyer being treated differently from any other prospective purchaser for the sale of the commercial item(s).

- C. The Contractor agrees to incorporate the substance of this Clause, including this paragraph C, in all subcontracts under this Contract which exceed \$150,000.00.

### **7.0 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

- A. Licensor shall report to the Buyer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement, related to performance of this Contract, of which Licensor has knowledge.
- B. In the event of any claim or suit against the Government or the Buyer on account of any alleged patent or copyright infringement arising out of the performance of this Contract, Licensor shall furnish to the Buyer, when requested, all evidence and information in possession of Licensor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Buyer except where Licensor has agreed to indemnify the Buyer and the Government.
- C. Licensor agrees to incorporate this Clause, including this paragraph C, in all subcontracts under this Contract, which are expected to exceed \$150,000.00.

### **8.0 PATENT AND COPYRIGHT INDEMNITY**

The following provisions shall apply if the amount of this Subcontract exceeds \$10,000.00.

- A. Licensor shall indemnify the Buyer and the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application which is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) or copyright arising out of the manufacture or delivery of supplies (including Software), the performance of services or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work" under this Contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.
- B. This indemnity shall not apply unless Licensor shall have been informed as soon as practicable by the Buyer or the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in its defense. Further, this indemnity shall not apply to:



## Mission Support Alliance Provision

1. An infringement resulting from compliance with specific written instructions of the Buyer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Contract not normally used by Licensor;
2. An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
3. A claimed infringement that is unreasonably settled without the consent of Licensor unless required by final decree of a court of competent jurisdiction.

### 9.0 EQUAL OPPORTUNITY

- A. If, during any 12-month period (including the 12 months preceding the award of this Contract), the Licensor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000.00, the Licensor shall comply with subparagraphs B. 1. through 11. of this Clause. Upon request, the Licensor shall provide information necessary to determine the applicability of this Clause.
- B. During performance of this Contract, the Licensor agrees as follows:
  1. The Licensor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this Clause for the Licensor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  2. The Licensor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--
    - a. Employment,
    - b. Upgrading,
    - c. Demotion,
    - d. Transfer,
    - e. Recruitment or recruitment advertising,
    - f. Layoff or termination,



## **Mission Support Alliance Provision**

- g. Rates of pay or other forms of compensation, and
  - h. Selection for training, including apprenticeship.
3. The Licensor shall post in conspicuous places available to employees and applicants for employment the notices that explain this Clause.
  4. The Licensor shall, in all solicitations or advertisements for employees placed by or on behalf of the Licensor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  5. The Licensor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice advising the labor union or workers' representative of the Licensor's commitments under this Clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  6. The Licensor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  7. The Licensor shall furnish all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Licensor shall also file Standard Form 100 (EEO 1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Licensor has filed within the 12 months preceding the date of Contract award, the Licensor shall, within 30 days after Contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission (EEOC) for the necessary forms.
  8. The Licensor shall permit access to its premises, during normal business hours, by the Buyer or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Licensor shall permit the Buyer to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  9. If the OFCCP determines that the Licensor is not in compliance with this Clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Licensor may be declared ineligible for further Government contracts or Buyer contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Licensor as provided in Executive Order 11246, as amended; in



## Mission Support Alliance Provision

the rules, regulations; and orders of the Secretary of Labor; or as otherwise provided by law.

10. The Contractor shall include the terms and conditions of subparagraph B. 1. through 11. of this Clause in every subcontract or contract that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
11. The Licensor shall take such action with respect to any subcontract or contract as the Buyer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Licensor becomes involved in, or is threatened with, litigation with a subcontractor as a result of any direction, the Licensor may request through the Buyer that the United States enter into the litigation to protect the interests of the United States.
- C. Notwithstanding any other clause in this Contract, disputes relative to this Clause will be governed by the procedures in 41 CFR 60-1.1.

### 10.0 EQUAL OPPORTUNITY FOR VETERANS

A. *Definitions.* As used in this clause—

1. “All employment openings” means all positions except executive and senior management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.
2. “Armed Forces service medal veteran” means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).
3. “Disabled veteran” means—
  - (1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or
  - (2) A person who was discharged or released from active duty because of a service-connected disability.
4. “Executive and senior management” means—



## Mission Support Alliance Provision

- (1) Any employee—
    - (i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;
    - (ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
    - (iii) Who customarily and regularly directs the work of two or more other employees; and
    - (iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or
  - (2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
5. “Other protected veteran” means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.
  6. “Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.
  7. “Qualified disabled veteran” means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.
  8. “Recently separated veteran” means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval or air service.

### B. General.





## **Mission Support Alliance Provision**

1. The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:
    - (i) Recruitment, advertising, and job application procedures.
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
    - (iii) Rate of pay or any other form of compensation and changes in compensation.
    - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
    - (v) Leaves of absence, sick leave, or any other leave.
    - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
    - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
    - (viii) Activities sponsored by the Contractor including social or recreational programs.
    - (ix) Any other term, condition, or privilege of employment.
  2. The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
  3. The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000.00 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.
- C. Listing openings.



## Mission Support Alliance Provision

1. The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.
  2. The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  3. Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- D. *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- E. *Postings.*
1. The Contractor shall post-employment notices in conspicuous places that are available to employees and applicants for employment.
  2. The employment notices shall—
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans,



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Armed Forces service medal veterans, and other protected veterans; and

- (ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.
  - 3. The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
  - 4. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.
- F. *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include—
- 1. Withholding progress payments;
  - 2. Termination or suspension of the contract; or
  - 3. Debarment of the contractor.
- G. *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000.00 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

### 11.0 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

#### A. General.

- 1. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities



## **Mission Support Alliance Provision**

without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

### **B. Postings.**

1. The Contractor agrees to post employment notices stating—
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
  - (ii) The rights of applicants and employees.
2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the



## **Mission Support Alliance Provision**

contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

3. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is

### **12.0 UNAUTHORIZED OBLIGATIONS**

- A. When any supply or service acquired under this Subcontract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Buyer or the Government to indemnify the Subcontractor or any person or entity for damages, costs, fees, or any other loss or liability
  1. Any such clause is unenforceable against the Buyer or the Government.
  2. Neither the Buyer or the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.*, "click-wrap" or "browse-wrap" agreements), execution does not bind the Buyer or the Government or any Government authorized end user to such clause.
  3. Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

## ITEM 2



**Department of Energy**  
Richland Operations Office  
P.O. Box 550  
Richland, Washington 99352

16-PRO-0062

FEB 04 2016

Mr. W. K. Johnson, President  
Mission Support Alliance, LLC  
Richland, Washington 99352

Dear Mr. Johnson:

CONTRACT NO. DE-AC06-09RL14728 – MISSION SUPPORT ALLIANCE, LLC (MSA)  
REQUEST FOR CONTRACTING OFFICER (CO) CONSENT TO SUBCONTRACT - MSA  
CONTENT AND RECORDS MANAGEMENT SUPPORT SERVICES - REVISED

In reference to your letter dated October 15, 2015, (MSA-1403673 R5), consent pursuant to FAR 52.244-2 is provided and conditioned upon: 1) MSA incorporating changes consistent with the U.S. Department of Energy Richland Operations Office's (RL) comments provided during review of the consent package; and 2) MSA including each of the following controls for administration of the subcontract:

- Hanford Content and Records Management, Contract Line Item Number (CLIN) 3.0 "Content Records Management (CRM) Direct Support Services" scope will be limited to Photography Collection Management as well as unknown integration activities. Changes in the Fixed Price CLINs (CLIN 1 "Program and Project Management Support Services" and CLIN 2 "Content and Record Management Services") where new scope is identified will be incorporated through normal MSA procurement policies.
- MSA will submit to RL for Advance Notification any single Hanford Content and Records Management CLIN 3.0 Labor Hour Rate release anticipated to exceed \$150K.
- In the event Hanford Content and Records Management CLIN 3.0 is projected to exceed the Not-to-Exceed value of \$400K within each fiscal year, MSA shall submit a request to increase the authorized value for RL to consider for approval. Costs incurred without RL written approval are unallowable.
- MSA shall run monthly/quarterly reports and metrics to track the value of all CLINs (1.0 through 3.0) which has been authorized plus projected to be authorized within a fiscal year. These reports shall be submitted to RL within 30 days of the end of each quarter for review.

| OFFICIAL USE ONLY   |                       |
|---|-----------------------|
| May be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). Exemption number(s) and category: <u>4, Commercial Proprietary</u> |                       |
| Department of Energy review required before public release  |                       |
| Name Org: <u>Corbett PRO</u>  | Date: <u>12/17/15</u> |
| Guidance (if applicable): <u>N/A</u>  |                       |

Official Use Only

| DOES NOT CONTAIN<br>OFFICIAL USE ONLY INFORMATION |                         |
|---|-------------------------|
| Name/Org: <u>J. R. FOIA Officer</u>               | Date: <u>03/28/2016</u> |

Mr. W. K. Johnson  
16-PRO-0062

-2-

FEB 04 2016

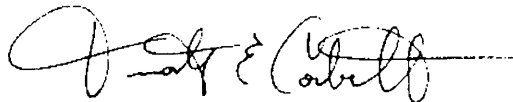
In accordance with Section 1, Clause FAR 52.244-2, Subcontracts (June 2007) - Alternate I (June 2007), CO consent to these subcontracts does not constitute a determination:

- 1) of the acceptability of any subcontract terms or conditions;
- 2) of the allowability of any cost under this contract; or
- 3) to relieve MSA of any responsibility for performing the Mission Support Contract.

Please notify RL when the fully executed subcontract is placed in the shared area.

If you have any questions, please contact me, or your staff may contact Kathy Snell, Contract Specialist, on (509) 376-4607.

Sincerely,



Timothy E. Corbett  
Contracting Officer

PRO:KLS

cc: T. S. Eckman  
B. A. Edwards  
J. A. Jahner  
M. J. Skelton