Request for Proposal

Solicitation #: 311378
Revision No.: 01
Date Issued: June 07, 2018

Issued To:

{Offerors}

This Request for Proposal (RFP) is issued under the authority of the Department of Energy Prime Contract DE-AC06-09RL14728.

This RFP is issued by:

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

Contract Specialist:
Errika Armatrout
509-376-2678
Errika_H_Armatrout@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by 12:00 P.M., PST on June 12, 2018 to the email address shown above, attention to the Contract Specialist identified above.

All questions are to be directed to the Contract Specialist identified above. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations, or omissions may be grounds for rejection of proposals submitted.
# Table of Contents

A.0 Solicitation .......................................................................................................................... 4
  A.1 North American Industry Classification System (NAICS) Code ........................................ 4
  A.2 Financial Capability Determination .............................................................................. 4
  A.3 Basis of Award – Lowest Price Technically Acceptable............................................... 4
  A.4 Proposal Submission Requirements .............................................................................. 4
  A.5 Labor Rate Schedule – With Estimated Hours .............................................................. 5
  A.6 Conflict of Interest Disclosure and Representation ...................................................... 7
  A.7 Foreign Nationals ....................................................................................................... 7
  A.8 Limitations on Subcontracting ..................................................................................... 7

B.0 DRAFT Award ..................................................................................................................... 8
  B.1 DRAFT Award Notification ......................................................................................... 8

C.0 QA / Inspection Requirements - NA ................................................................................ 8

D.0 Description/Statement of Work - NA ............................................................................ 8

E.0 Transportation Instructions - NA ................................................................................... 9

F.0 Schedule - NA .................................................................................................................. 9

G.0 Delivery/Performance .................................................................................................... 9
  G.1 Term of Subcontract .................................................................................................... 9

H.0 Subcontract Administration ............................................................................................ 9
  H.1 Authorized Personnel .................................................................................................. 9
  H.2 Closeout Certification .................................................................................................. 9
  H.3 Subcontractor Invoices for Subcontracts .................................................................. 9
  H.4 Terms of Payment ...................................................................................................... 11

I.0 Special Requirements ....................................................................................................... 11
  I.1 Lowest Price Warranty ............................................................................................... 11
  I.2 Reimbursement of Travel Expenses .......................................................................... 11
  I.3 Facility Closure Notice - Holiday and Work Schedules .............................................. 14
  I.4 Key Personnel ............................................................................................................. 15
  I.5 Service Contract Labor Standards ............................................................................. 15
  I.6 Designation of Technical Representative ................................................................. 15
  I.7 Work Hours Reporting ............................................................................................... 16
  I.8 Requirements for Lower Tier Subcontracting ............................................................ 17
  I.9 Non-Disclosure Agreement for Company Subcontractors ........................................... 17

J.0 Terms and Conditions ....................................................................................................... 17
  J.1 Limitation of Liability - Services ................................................................................. 17
  J.2 General Provisions – Commercial ............................................................................. 18
  J.3 Special Provisions – On-Site (Formerly SP-5) ............................................................ 18

K.0 List of Attachments ......................................................................................................... 19
  K.1 Statement of Work (SOW) ........................................................................................ 19

L.0 Signatures ......................................................................................................................... 19

M.0 Representations and Certifications .................................................................................. 19
  M.1 Anti-kickback Certifications ...................................................................................... 19
REQUEST FOR PROPOSAL NO: 311378 Revision No. 01

M.2 Certification Regarding Substance Abuse at DOE Sites ........................................19
M.3 Subcontractor Acknowledgement of Federal Online Representations and Certifications..............................................................................................................................20
A.0 Solicitation

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

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code 541519 applies to this acquisition.

A.2 Financial Capability Determination

(A39) Rev. 0 03/14/2011

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

A.3 Basis of Award – Lowest Price Technically Acceptable

(A85) Rev. 1 2/28/2013

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

A.4 Proposal Submission Requirements

(A96) Rev. 0 7/15/2010

There may or may not be an award made as a result of this Solicitation. MSA is under no obligation to pay the Offeror for the preparation or submittal of any response to this Solicitation.

Offerors shall submit an original and two copies (or as otherwise specified by Buyer) of the complete proposal package.

Offeror shall insert the necessary information required on the Solicitation. Any proposals not submitted in accordance with the Solicitation may be considered nonresponsive. Unless otherwise requested, Offeror is to propose price and delivery based upon their normal work week. In addition, Offeror is to specify basis of normal workweek (i.e., number of days/week and number of hours/day).
Compliance with specifications and other requirements of this Solicitation is essential. Unless otherwise indicated by Offeror, Offeror's signature on their proposal shall indicate unqualified acceptance of all requirements including all the terms and conditions stated and referenced by this Solicitation. Interpretations established by the Offeror to any part of this Solicitation may be considered an exception. In case of doubt, Offeror should request clarification from Buyer. If there are any exceptions to the requirements of the Solicitation, the price offered should be based on the Solicitation's requirements and the exception(s) priced as alternates. If Offeror's proposal is based only on the proposed exceptions, it must be recognized that this may be grounds for a determination that such a proposal is non-responsive.

Any questions or requests for additional information relative to the Solicitation must be submitted in writing to the Buyer's representative responsible for issuing the Solicitation. Copies of replies to questions will be furnished to all Offerors.

Proprietary Information

Offerors whose proposals include any data that they do not want disclosed to the public for any purpose, or used by Buyer or the Government except for evaluation purposes, shall:

A. Mark the title page of their proposal with the following legend:

“This proposal includes data that shall not be disclosed outside Buyer or the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a Subcontract is awarded to this Offeror as a result of, or in connection with, the submission of this data, Buyer and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Subcontract. This restriction does not limit Buyer’s nor the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];” and

B. Mark each sheet of data it wishes to restrict with the following legend:

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

A.5 Labor Rate Schedule – With Estimated Hours

(A98) Rev. 0 4/12/2011

The Labor Rates proposed below are for Work performed in accordance with this Subcontract. All rates in the Labor Rate Schedule shall be firm and fixed during the period of performance of the Subcontract. All allowable hours billed shall be as identified in the labor rate schedule
below. There is no overtime premium notwithstanding the number of hours worked during the day.

The estimated hours provided for the Fixed Unit Labor Rates in the schedule below are used to calculate the total estimated cost per labor category. Actual total hours may vary. Payment shall be made for all hours worked up to the not-to-exceed value of the Subcontract regardless of the estimated hours substantiated with timesheet backup per person for the time period billed.

**LABOR RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Labor Category</th>
<th>Fully Burdened Hourly Fixed Unit Rate</th>
<th>Number of Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Firm Fixed Price for Labor Hour

**TRAVEL RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Round Trip Airfare</th>
<th>Lodging</th>
<th>Car Rental / Local Transportation</th>
<th>Meals &amp; Incidentals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Firm Fixed Price for Travel $3,320.0
A.6 Conflict of Interest Disclosure and Representation

(A102) Rev. 2 02/08/2018

It is the Buyer’s policy to avoid situations, which place a Subcontractor or Subcontractor’s employees in a position in which it may not be able to participate or perform on an equal basis for Buyer-controlled work with other qualified contractors due to impermissible Conflicts of Interest. See, FAR 3.1101. To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. In addition, the Subcontractor is to consider potential conflicts of interest of all personnel working in a staff augmentation or direct services role for familial relationships at Hanford in answering the following.

The Subcontractor is to insert the following statement into any proposal response to MSA:

Subcontractor hereby certifies that [___] there is not or [___] there is a potential conflict of interest by the company or company personnel. If the answer is affirmative, the details associated with the real or potential concerns are disclosed and highlighted in the Subcontractor’s proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor’s continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

A.7 Foreign Nationals

(A106) Rev. 0 5/25/2016

If the Subcontractor intends to propose any foreign nationals (non-US citizens) that information must be a part of the Subcontractor’s proposal. They will be processed in accordance with MSA’s Unclassified Visits and Assignments by Foreign Nationals prior to commencement of the work. This process could add from a few days up to several weeks of lead time depending on the country of origin and the subject matter involved.

A.8 Limitations on Subcontracting

(A108) Rev. 0 06/08/2017

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—
(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

B.0 DRAFT Award

B.1 DRAFT Award Notification

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on TBD, the Subcontractor is awarded a Firm Fixed Price Subcontract for the delivery/performance of the item(s) and/or service(s) in accordance with all the requirements and conditions set forth or by reference attached herein in an amount of $TBD. The Subcontractor shall not exceed this amount without specific written authorization from the Contract Specialist.

C.0 QA / Inspection Requirements - NA

D.0 Description/Statement of Work - NA
G.1 Term of Subcontract

The term of this Subcontract shall commence on the date of award and shall end on **May 31, 2019** unless extended by the parties or terminated by other provisions of this Subcontract.

H.1 Authorized Personnel

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

Contract Specialist, Errika Armatrout, 509-376-2678, Errika_H_Armatrout@rl.gov

Acquisitions Lead, Claire L. Neville, 509-376-4113, Claire_L_Neville@rl.gov

H.3 Subcontractor Invoices for Subcontracts

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

- Submittal of an invoice constitutes Subcontractor’s certification that materials, work, and/or services have been delivered, and invoice rates are in accordance with the Subcontract provisions.
  - Invoices for services may not be submitted more than once per calendar month unless otherwise authorized in the Subcontract.
  - The total amount due for the billing period must be clearly identified on all invoices (this amount should be set apart from any cumulative amounts or subtotals included on the invoice).
  - The Subcontractor shall indicate the labor rate, number of hours, and period of performance being billed on each invoice, when applicable.
  - Invoiced rates, travel, or other direct charges must be specifically defined in the Subcontract to be allowable for reimbursement.
  - Travel expenses (if authorized) must be itemized and supported with receipts in accordance with the requirements set forth under the clause titled, “Reimbursement of Travel Expenses,” or as otherwise stated within the Subcontract.

- All invoices shall be submitted electronically to Accounts Payable (msa_invoices@rl.gov) 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/eft.pdf. **NOTE:** The original form with signature and date shall be mailed to the address at the bottom of the form. Copies of the form that have been e-mailed or faxed will not be accepted.

### H.4 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.

### I.0 Special Requirements

#### I.1 Lowest Price Warranty

(H14) Rev. 0 3/14/2011

Subcontractor warrants that the prices set forth in this Subcontract do not exceed those charged by Subcontractor to any other customers purchasing the same item in like or comparable quantities.

The Buyer or an authorized representative shall have the right to examine the records of the Subcontractor as necessary to assure that the prices charged under this Subcontract do not exceed those charged by the Subcontractor to any other customer purchasing the same item(s) in like or comparable quantities.

#### I.2 Reimbursement of Travel Expenses

(H21) Rev. 3 08/15/2016

**General Reimbursement Policy**

1. Expenses must be in accordance with the Federal Travel Regulations (FTR), this clause, and any other Subcontract provisions agreed upon prior to traveling. Reimbursement for travel under this Subcontract is strictly limited to costs incurred for lodging, meals, and incidental expenses deemed reasonable, allowable, and allocable under the FTRs and this Subcontract. Costs may be based on per diem, actual expenses or a combination of both
provided that costs shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the FTR. Links to the FTRs and current per-diem rates can be found on the GSA web site (www.gsa.gov).

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. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for lodging.

   (d) Meals and Incidentals - For the first 30 days and last 30 days of the assignment, MSA will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem rate for M&IE.

   (e) Trips Home – One trip home, to the primary residence, after each four consecutive weeks of assignment at the Hanford Site is reimbursed when preapproved by MSA subject to the following:

      (1) While traveling and at home, no per-diem expenses are reimbursable and no labor time will be billed to MSA.

      (2) Coach airfare will be via the most direct route in accordance with FTR guidelines. The Subcontractor is expected to book travel at least two (2) weeks in advance in order to secure the cheapest airfare.
(3) Trips home are neither “bankable,” transferable nor cumulative.

2. **Longer Term Assignment** (three hundred sixty-six (366) days and over): For any assignment exceeding 365 days, the Subcontractor will not be reimbursed any costs associated with lodging, meals and incidentals or trips home. If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between the assignments is less than 12 months, MSA will consider the assignment continuous for the purposes of the three year clock. If the break is greater than 12 months, the assignments will be considered as separate assignments for purposes of the three year clock.

3. **Intermittent Travel**

   (a) For Subcontractor personnel on intermittent travel directly required by MSA to the same domestic location for less than 30 consecutive calendar days, the Subcontractor will be reimbursed as set forth in the General Reimbursement Policy above, unless the provisions of subparagraph 3 (c) below apply.

   (b) If any intermittent travel assignment includes trips that are in excess of 30 consecutive calendar days to the same domestic location, then the rules on Domestic Extended Personnel Assignment per B.1 and B.2 above will apply. If the Subcontractor believes it is not practical or cost effective to obtain long term lodging, the Subcontractor may request a specific preapproval to waive this restriction. Until such approval has been granted, costs for travel will be treated as set forth in B.1 and B.2 above.

   (c) If there is a Subcontract requirement for recurrent intermittent travel of less than 30 consecutive days per trip to the same domestic location over a period of 6 months or more, a cost analysis will be mutually performed to determine if the use of long-term lodging would be more cost effective. If it is determined that the use of long-term lodging is more cost effective, the travel costs shall be reimbursed in accordance with the requirements of Paragraph B.1 above.

4. **Previous Contractual Arrangements** – for all Subcontractors under per diem arrangements prior to October 23, 2012, existing assignments will be transitioned to the new policy after given ninety (90) days notice. In the case of assignments with less than 90 days term remaining before renewal, the existing reimbursement scheme will carry forward into the renewal period until the 90 day notice period has elapsed.

5. **Subcontract Renewals** - upon renewal of a MSA Subcontract with the same Subcontractor, individuals of that Subcontractor working to the same work scope, unless there has been a break of more than 12 months, the per diem limitations set forth herein will continue to apply based on the initial Subcontract award date that started the effort.
Invoicing for Travel Expenses

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

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

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

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

Further information about travel is posted on the Mission Support Alliance travel website.

I.3 Facility Closure Notice - Holiday and Work Schedules

(H22) Rev. 1 10/22/2014

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

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Contract Specialist, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant Mission Support Alliance organization.

The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor’s failure to obtain a specific delivery or work schedule in advance.
I.4 Key Personnel
(H23) Rev. 0 3/14/2011

Subcontractor agrees those individuals determined to be key individuals will not be reassigned without the written agreement of the Buyer. If any of these individuals are unavailable for assignment for work under this Subcontract, the Subcontractor, with written approval from the Buyer, shall replace such individual with an individual equal in abilities and qualifications.

The following named individuals have been determined to be key personnel assigned to the performance of this Subcontract:

I.5 Service Contract Labor Standards
(H27) Rev. 8 08/23/2017

This Subcontract is subject to the Service Contract Labor Standards (formerly known as the Service Contract Act of 1965) as specified in FAR 22.10. It is the Subcontractor’s responsibility to ensure their employees are properly classified in accordance with the Service Contract Labor Standards for the work assigned 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 Blanket Wage Determination.

Blanket Wage Determination (BWD) 2015-5527 (attached) 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 Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at https://www.dol.gov/whd/govcontracts/sca.htm

I.6 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: Debbi Isom / 509-376-/ 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.

### I.7 Work Hours Reporting

(H109) Rev 6 08/15/2016

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

Do NOT include hours worked by Subcontract personnel who are recording their time in the CLTR or TIS systems as that data is accumulated automatically.
I.8 Requirements for Lower Tier Subcontracting

(H119) Rev 0 9/15/2011

1. Any lower tier subcontractor shall be bound by all required flow down requirements and expectations set forth in Subcontractor’s Subcontract. Subcontractor’s contract with lower tier subcontractors shall specifically call out the provisions of MSA’s SP-5, Special Provisions – On Site Services, as well as any other technical and ES&H or quality standard/procedure from the MSA Statement of Work applicable to the lower tier’s efforts.

2. Any lower tier subcontract issued shall include a clause or provision to further flow down these requirements to subsequent lower tier subcontractors.

3. Copies of executed lower tier subcontracts shall be furnished to the cognizant Contract Specialist.

I.9 Non-Disclosure Agreement for Company Subcontractors

(H121) Rev. 0 1/20/2014

This Subcontract is subject to the Non-Disclosure Agreement (NDA) for Companies. Upon request, the Subcontractor shall complete the form and submit it to the designated Contract Specialist.

J.0 Terms and Conditions

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

J.1 Limitation of Liability - Services

(I36) Rev. 0 3/14/2011

1. Subcontractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Subcontract and (2) results from any defects or deficiencies in the services performed or materials furnished except as provided in paragraphs 2 and 3 below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services).
2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer’s acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor’s managerial personnel. The term “Subcontractor’s Managerial Personnel,” as used in this clause, means the Subcontractor’s directors, officers, and any of the Subcontractor’s managers, superintendents, or equivalent representatives who have supervision or direction of:

   a. All or substantially all of the Subcontractor’s business;

   b. All or substantially all of the Subcontractor’s operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or

   c. A separate and complete major industrial operation connected with the performance of the Subcontract.

3. If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Subcontractor’s performance of services or furnishing of material under this Subcontract, the Subcontractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer’s acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Subcontract.

4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over $25,000.00.

J.2 General Provisions – Commercial

(Revision 04, February 13, 2018)


J.3 Special Provisions – On-Site (Formerly SP-5)

(Revision 03, February 13, 2018)

K.0 List of Attachments

K.1 Statement of Work (SOW)

The attached Statement of Work: **Bentley Software Upgrade and Training Support Services**
Dated: **5/14/2018** revision: **0** identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

L.0 Signatures

M.0 Representations and Certifications

M.1 Anti-kickback Certifications

(L02) Rev. 0 2/2/2010

By responding to this solicitation, the Offeror or Subcontractor certifies that he/she has not:

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

M.2 Certification Regarding Substance Abuse at DOE Sites

(L14) Rev. 0 3/14/2011

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

Offeror certifies and agrees that it will provide to the Buyer its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707 pursuant to this solicitation, within 30 days after notification of selection for award or award of a Subcontract, whichever is occurs first.

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

Page 19 of 21
In addition to other remedies available to Buyer or to the DOE in lieu of the Buyer, this certification concerns a matter within the jurisdiction of an agency of the United States and making false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., Section 1001.

Typed name and title of signatory

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

**M.3 Subcontractor Acknowledgement of Federal Online Representations and Certifications**

(L16) Rev. 2 9/07/2012

Mission Support Alliance, LLC (“MSA”), relies upon Subcontractor’s current representations and certifications within a Federal web-based system that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations. Effective August 2012, that Federal system is now System for Award Management (SAM) at www.sam.gov.

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

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted is current and accurate;
3. Signer is authorized to represent the Subcontractor in all matters related to pricing, terms and conditions, and conduct of business;
4. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
5. All Subcontractor employees who may work on MSA’s premises or on the Hanford Site are not under the influence of controlled substances, drugs or alcohol. Subcontractor agrees to testing of assigned employees under the MSA’s program for controlled substances;
6. Subcontractor’s information in the MSA’s registration system is current (no more than 12 months old); and

7. Subcontractor will update SAM on an annual basis.