



## Request for Proposal

Solicitation #: 335314  
Date Issued: 19 March 2020

Issued To:

Potential 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:  
Krista Paulson  
(509) 376.7349  
[Krista\\_J\\_Paulson@rl.gov](mailto:Krista_J_Paulson@rl.gov)

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by noon (12:00 P.M., PST) on Tuesday, March 31, 2020, 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** Introduction .....4  
    **A.2** Buyer Not Obligated- Irregularities and Notifications .....4  
    **A.3** Solicitation Amendments .....4  
**B.0** Proposal Submittal..... 4  
    **B.1** Proposal Submittal.....4  
    **B.2** North American Industry Classification System (NAICS) Code and Size Standard .....6  
    **B.3** Cost or Pricing Data .....6  
    **B.4** Proposal Validity Period.....6  
    **B.5** Financial Capability Determination.....6  
    **B.6** Basis of Award – Lowest Price Technically Acceptable .....7  
    **B.7** Volume I - Technical Proposal Requirements.....7  
    **B.8** Volume II - Required Price Support Information .....7  
    **B.9** Acceptance of Terms and Conditions .....7  
    **B.10** Foreign Nationals.....8  
**C.0** Award (DRAFT)..... 8  
    **C.1** Firm Fixed Unit Rate Schedule .....8  
**D.0** Description/Statement of Work - See Attachment J.1 ..... 8  
**E.0** QA/Inspection Requirements ..... 9  
    **E.1** Quality Assurance Program Submittal and Pre-Award Survey .....9  
    **E.2** Subcontractor Quality Program Evaluation .....9  
**F.0** Delivery/Performance.....10  
    **F.1** Term of Subcontract.....10  
    **F.2** Subcontract Options .....10  
**G.0** Subcontract Administration .....10  
    **G.1** Authorized Personnel .....10  
    **G.2** Electronic Mail Capability.....11  
    **G.3** Closeout Certification .....11  
    **G.4** Payments Using the Purchasing Card System .....11  
    **G.5** Terms of Payment .....12  
**H.0** Special Requirements .....12  
    **H.1** Facility Closure Notice - Holiday and Work Schedules .....12  
    **H.2** Service Contract Labor Standards .....12  
    **H.3** Designation of Technical Representative.....13  
    **H.4** Environmental, Safety and Health.....13  
    **H.5** Size Standards Reporting Requirements.....14  
    **H.6** Requirements for Lower Tier Subcontracting .....14  
**I.0** Terms and Conditions.....15  
    **I.1** Limitation of Liability - Services .....15  
    **I.2** General Provisions – Commercial.....16  
**J.0** List of Attachments .....16  
    **J.1** Statement of Work (SOW) (Attachment 1).....16



**REQUEST FOR PROPOSAL NO: 335314**

<b>J.2</b>	Washington State Department of Labor’s Wage Determination (Attachment 2) .....	16
<b>J.3</b>	Conflict of Interest Disclosure and Representation (Attachment 3).....	16
<b>J.4</b>	Lower-Tier Table (Attachment 4) .....	16
<b>J.5</b>	Agreement Exceptions (Attachment 5).....	16
<b>J.6</b>	Past Performance (Attachment 6).....	16
<b>K.0</b>	Signatures- RESERVED .....	16
<b>L.0</b>	Representations and Certifications .....	16
<b>L.1</b>	Subcontractor Acknowledgement of Federal Online Representations and Certifications .....	16



## **A.0 Solicitation**

### **A.1 Introduction**

Mission Support Alliance, LLC (MSA) acting under its contract with the U.S. Department of Energy- Richland, requests Offerors to submit a proposal for a subcontract to provide *Determination of Asbestos Content in Industrial Hygiene Samples for MSA*. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of terms and conditions, attachments, and references that will govern performance of the work.

### **A.2 Buyer Not Obligated- Irregularities and Notifications**

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

### **A.3 Solicitation Amendments**

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

## **B.0 Proposal Submittal**

### **B.1 Proposal Submittal**

(A37) Rev. 0 03/14/2011

1. Proposals are to be received by 12:00 P.M., PST on the date specified in the Solicitation.
2. Proposal Submittal Methods

The complete proposal package shall be submitted electronically by E-mail to [Krista J Paulson@rl.gov](mailto:Krista.J.Paulson@rl.gov). The original proposal form and certifications must be sent to the Contract Specialist when requested as confirmation.

3. Late Proposals

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



**REQUEST FOR PROPOSAL NO: 335314**

- a. It was sent by e-mail to the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or
  - b. It is the only proposal received.
4. Proposal Changes

Any modification of a proposal, including the Contract Specialist's request for "Best and Final Offer," is subject to the same conditions as in the "Late Proposals" section above.
5. Withdrawal of Proposals

Proposals may be withdrawn by written or electronic notice to the Contract Specialist at any time prior to award. A Subcontractor, or its authorized representative, may withdraw proposals in person, provided their identity is made known and they sign a receipt for the proposal.
6. 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.
7. 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).
8. Compliance with specifications and other requirements of this Solicitation is essential. Unless otherwise indicated by Offeror, Offerors signature on their proposal shall indicate unqualified acceptance of all requirements including all the terms and conditions stated and referenced by this Solicitation. Interpretations established by the Offeror to any part of this Solicitation may be considered an exception. In case of doubt, Offeror should request clarification from Contract Specialist. 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.
9. Any questions or requests for additional information relative to the Solicitation must be submitted in writing to the Contract Specialist responsible for issuing the Solicitation. Any attempt to contact anyone other than the Contract Specialist may be grounds for dismissal of Offeror's proposal. Copies of replies to questions will be furnished to all Offerors.

Proprietary Information

10. Offerors whose proposals include any data that they do not want disclosed to the public for any purpose, or used by Contract Specialist or the Government except for evaluation purposes, shall:
  - A. Mark the title page of their proposal with the following legend:



**REQUEST FOR PROPOSAL NO: 335314**

“This proposal includes data that shall not be disclosed outside Contract Specialist 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, Contract Specialist 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 Contract Specialist’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.”

**B.2 North American Industry Classification System (NAICS) Code and Size Standard**

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Codes 541380 apply to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$16,500,000.00

If this solicitation is designated as a small business set-aside, the Offeror certifies that they are a small business by submitting a proposal or an offer to this solicitation.

**B.3 Cost or Pricing Data**

(A16) Rev. 1 03/14/2011

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

**B.4 Proposal Validity Period**

Offeror’s proposal shall remain firm for 120 days after the proposal due date.

**B.5 Financial Capability Determination**

(A39) Rev. 0 03/14/2011

Prior to Award, the Buyer reserves the right to request any or all Offerors to submit data which will be used to make a determination of financial capability to perform on any resultant Subcontract. Such data may include, however not be limited to, current annual reports, lines of



**REQUEST FOR PROPOSAL NO: 335314**

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.

**B.6 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.

**B.7 Volume I - Technical Proposal Requirements**

MSA will evaluate Offeror's technical capabilities/qualifications as well as its pricing for the requirements as specified in the Statement of Work. Offeror's proposal must address the following: Offeror's proposal must contain a brief discussion of its technical qualifications and capabilities. This discussion should not exceed 10 pages and should briefly address:

- An acknowledgement that the Statement of Work is fully understood and that the Offeror has resources qualified to perform the work.
- Accreditation Certificate, QA Program, and SOPs used for Hanford analyses
- Firm's capabilities and resources for completing the requirements
- Statement of compliance with subcontract insurance requirements as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Conflict of Interest and Representation (Attachment 3)
- Lower Tier Subcontract (Attachment 4)
- Agreement Exceptions (Attachment 5)
- Past Performance (Attachment 6)

**B.8 Volume II - Required Price Support Information**

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

**B.9 Acceptance of Terms and Conditions**

Unless otherwise noted in the proposal, Offeror's submission of a proposal signifies unqualified acceptance of all of the technical requirements and other terms and conditions of the subcontract that are contained in or referenced in this Solicitation. Interpretations established by Offeror to any part of this Solicitation may be considered an exception.



**B.10 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.

**C.0 Award (DRAFT)**

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on **TBD** the Subcontractor is awarded a **Firm Fixed Unit Rate** 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.1 Firm Fixed Unit Rate Schedule**

The Firm Fixed Unit Rate Schedule proposed are for work performed in accordance with this Subcontract. All allowable units billed shall be as identified in the rate schedule below.

**RATE SCHEDULE**

Analytical Service	Firm Fixed Unit Rate				
	Base Period ONE YEAR	Option Period 1 ONE YEAR	Option Period 2 ONE YEAR	Option Period 3 ONE YEAR	Option Period 4 ONE YEAR

**D.0 Description/Statement of Work - See Attachment J.1**



## **E.0 QA/Inspection Requirements**

### **E.1 Quality Assurance Program Submittal and Pre-Award Survey**

(B01) Rev. 1 3/14/2011

The Offeror shall submit the quality assurance program manual that addresses the quality assurance programs identified herein. The formal submittal documentation (cover letter) shall identify the specific bid request and project.

If the Offeror's manual has been previously approved by the Buyer but is not current, the manual shall be updated and resubmitted to the Buyer with the proposal. If the manual has not changed since its previous approval by the Buyer, a statement to this effect shall be submitted with the proposal. The Buyer shall evaluate the Offeror's Quality Assurance program prior to Subcontract award. This evaluation may include a survey of quality program implementation at the Offeror's facilities. If a program change is required, it will be identified to the Offeror prior to Subcontract award. A deficient or inadequate program may be used as the basis to deny award of this Subcontract.

### **E.2 Subcontractor Quality Program Evaluation**

(B04) Rev. 0 3/14/2011

The Subcontractor shall document, implement, and maintain a quality assurance program which is consistent with applicable criteria of the most recent AIHA-LAP, LLC Policy Modules or equivalent. The Subcontractor's program is subject to review at all times by the Buyer. The Subcontractor's program, written for compliance with a quality assurance program standard other than the one imposed on the Subcontract, may be acceptable if it complies with the quality assurance program requirements specified.

When subcontracting any portion of this Subcontract, the Subcontractor is required to invoke the applicable quality assurance program requirements on any sub-tier Subcontractors.

The Buyer reserves the right to verify the quality of work at the Subcontractor's facility, including any sub-tier Subcontractor's facility. Access to a sub-tier 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 proposed changes to the quality assurance program to the Buyer for review prior to implementation.



**F.0 Delivery/Performance**

**F.1 Term of Subcontract**

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on date of award and shall end one year from date of award unless extended by the parties or terminated by other provisions of this Subcontract.

**F.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 the most current Subcontract end date. Lacking written notice by the Buyer, the option(s) will expire with the Subcontract.

If exercised, Option Period 1 will commence one year from date of original award; subsequent Option Periods, if exercised, will commence on the month and day of award of the following years.

- Option Period 1: 1 year
- Option Period 2: 1 year
- Option Period 3: 1 year
- Option Period 4: 1 year

**G.0 Subcontract Administration**

**G.1 Authorized Personnel**

(G03) Rev. 0 1/28/2010

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

Contract Specialist: Krista Paulson / (509) 376.7349 / [Krista\\_J\\_Paulson@rl.gov](mailto:Krista_J_Paulson@rl.gov)

Contracts Manager: Keisha Garcia / (509) 376.9831 / [Keisha\\_R\\_Garcia@rl.gov](mailto:Keisha_R_Garcia@rl.gov)



## **G.2 Electronic Mail Capability**

(G11) Rev. 0 3/14/2011

The Subcontractor shall have internet access and maintain electronic mail capability for the duration of the Subcontract. The Subcontractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence concerning this Subcontract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP, and other commonly used file formats.

## **G.3 Closeout Certification**

(G19) Rev. 2 07/18/2018

Subcontractor shall properly execute and mail to the Buyer a final release, in a format acceptable to the Buyer, within thirty (30) working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is signed and received by the Buyer.

Final Release is located at [http://www.hanford.gov/pmm/files.cfm/Final\\_Release\\_MSA.pdf](http://www.hanford.gov/pmm/files.cfm/Final_Release_MSA.pdf).

## **G.4 Payments Using the Purchasing Card System**

(H06) Rev. 1 3/14/2011

Reimbursement for materials/services provided under this Subcontract will be made using the Buyer's Purchasing Card (P-Card) System. Acceptance of the P-Card for payment will be in lieu of any other forms of payment by the Buyer on this Subcontract.

Subcontractor shall supply only the materials or services identified in the Subcontract at the agreed pricing structure. Requests by Buyer's personnel for non-Subcontract materials or services may not be filled under this Subcontract and should be referred to the Contract Specialist

Subcontractor shall report to the Buyer all purchases made under this Subcontract in a form and frequency stipulated by the Buyer. At a minimum, the report will contain the materials/services purchased, identify the person purchasing the material/service and the price charged.

The Buyer's P-Card system uses a Visa Card issued by US Bank. The Subcontractor must have a merchant account and/or otherwise be authorized to accept Visa Card for any payment to be made.

The credit card numbers, expiration dates, account numbers, cardholder's names and contact information is considered business sensitive by the Buyer, and should not be kept on file. By accepting such information, Subcontractor agrees to take reasonable steps to secure and safeguard the information, not to disclose it to third parties, and to ensure that only a limited number of people with a need-to-know have access to the data.



**REQUEST FOR PROPOSAL NO: 335314**

In the event data security is compromised, immediate steps must be taken to notify the Buyer and the US Bank Customer Service Department (1-800-344-5696). To the extent that adequate safeguards are not in place or Subcontractor fails to take prompt action to mitigate the potential for loss or fraud, Subcontractor will be responsible for such loss.

**G.5 Terms of Payment**

(G047) Rev. 0 7/14/2014

Payment terms are net 30 days, unless otherwise agreed upon in writing, upon satisfactory receipt of goods or provision of services and receipt of an accurate invoice.

**H.0 Special Requirements**

**H.1 Facility Closure Notice - Holiday and Work Schedules**

(H22) Rev. 1 10/22/2014

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

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

The Buyer will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.

**H.2 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



**REQUEST FOR PROPOSAL NO: 335314**

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>

### **H.3 Designation of Technical Representative**

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: **Provided upon award.**

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

On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Contract Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the BTR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Contract Specialist in writing. **The BTR does not possess any explicit, apparent or implied authority to modify the Subcontract.** No action should be taken until the Contract Specialist makes a determination and modifies the Subcontract in writing.

### **H.4 Environmental, Safety and Health**

(H101) Rev 2 9/19/2017

All work performed on the Hanford site shall be accomplished safely in accordance with all applicable Environmental, Safety and Health Requirements. See Special Provisions – On-Site (Formerly SP-5).

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

The Subcontractor shall submit the safety documentation, submittals, and/or safety plan specified by the Buyer in the Subcontract, Statement of Work, Section 6.0 before performing any work on site (unless specifically waived by Buyer).



## H.5 Size Standards Reporting Requirements

(H111) Rev. 0 3/14/2011

If the Subcontractor represented that it was a small business concern prior to the award of a Subcontract, the Subcontractor shall re-represent its size status by completing re-representation upon the occurrence of any of the following:

- (a) Within 30 days after execution of a novation agreement or within 30 days after modification of the Subcontract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the Subcontract.
- (b) Within 30 days after merger of acquisition that does not require a novation or within 30 days after modification of the Subcontract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the Subcontract
- (c) For long-term Subcontracts-
  - (i) Within 60 to 120 days prior to the end of the fifth year of the Subcontract; and
  - (ii) Within 60 to 120 days prior to the date specified in the Subcontract for exercising any option thereafter.

The following re-representation must be completed if any of the above occurs. The information must be submitted to the Contract Specialist, along with the Subcontract number and the date on which the re-representation was completed:

*The Subcontractor represents that it  is,  is not a small business concern under NAICS Code assigned to Subcontract number.* [Subcontractor to sign and date and insert signer's name and title].

## H.6 Requirements for Lower Tier Subcontracting

(H119) Rev 0 9/15/2011

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



## I.0 Terms and Conditions

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

### I.1 Limitation of Liability - Services

(I36) Rev. 0 3/14/2011

1. Subcontractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Subcontract and (2) results from any defects or deficiencies in the services performed or materials furnished except as provided in paragraphs 2 and 3 below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services).
2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's Managerial Personnel," as used in this clause, means the Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
  - a. All or substantially all of the Subcontractor's business;
  - b. All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
  - c. A separate and complete major industrial operation connected with the performance of the Subcontract.
3. If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Subcontractor's performance of services or furnishing of material under this Subcontract, the Subcontractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Subcontract.
4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over \$25,000.00.



**I.2 General Provisions – Commercial**

(Revision 06, February 12, 2020)

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

**J.0 List of Attachments**

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

The attached Statement of Work: Determination of Asbestos Content in Industrial Hygiene Samples for MSA Dated: December 5, 2019, 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.

**J.2 Washington State Department of Labor’s Wage Determination (Attachment 2)**

The Washington State Department of Labor’s Wage Determination 2015-5527 Revision No. 9 is attached.

**J.3 Conflict of Interest Disclosure and Representation (Attachment 3)**

**J.4 Lower-Tier Table (Attachment 4)**

**J.5 Agreement Exceptions (Attachment 5)**

**J.6 Past Performance (Attachment 6)**

**K.0 Signatures- RESERVED**

**L.0 Representations and Certifications**

**L.1 Subcontractor Acknowledgement of Federal Online Representations and Certifications**

(L16) Rev. 2 9/07/2012

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



**REQUEST FOR PROPOSAL NO: 335314**

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.