



Request for Proposal

Solicitation #: 336379

Date Issued: 3/5/2020

Issued To:

Potential Proposer

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:
Katie Klos
509-372-2710
[Katherine A Klos@rl.gov](mailto:Katherine_A_Klos@rl.gov)

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by 4:00 P.M., PST on **3/17/2020** to the address shown above, attention to the Contract Specialist identified above.

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



REQUEST FOR PROPOSAL NO: 336379

Table of Contents

A.0 Solicitation 4

A.1 Introduction.....4

A.2 Small Business Set Aside.....4

A.3 Buyer Not Obligated- Irregularities and Notifications4

A.4 Solicitation Amendments.....4

B.0 Proposal Submittal 4

B.1 Deadline5

B.2 Identification and Delivery5

B.3 Withdrawal.....6

B.4 North American Industry Classification System (NAICS) Code and Size
 Standard6

B.5 Limitations on Subcontracting.....6

B.6 Local Business Limitation7

B.7 Cost or Pricing Data.....7

B.8 Financial Capability Determination7

B.9 Basis of Award – Best Value7

B.10 Proposal Submission Requirements.....7

B.11 Volume I- Technical Proposal Requirements8

B.12 Volume II Required Price Support Information9

B.13 Acceptance of Terms and Conditions9

B.14 Foreign Nationals.....9

B.15 Service Animal Requirement.....9

C.0 Award (DRAFT)..... 10

C.1 Labor Rate Schedule10

C.2 Subcontract Options.....10

C.3 Key Personnel11

D.0 Description/Statement of Work - See Attachment J.1 11

D.1 Reimbursement of Overtime – Staff Augmentation Subcontracts11

E.0 QA/Inspection Requirements- N/A..... 11

F.0 Delivery/Performance 11

F.1 Term of Subcontract11

G.0 Subcontract Administration 11

G.1 Authorized Personnel.....11

G.2 Electronic Mail Capability12

G.3 Closeout Certification12

G.4 Invoices and Payments – Contracted Labor Time Recording (CLTR)
 System.....12

G.5 Terms of Payment13

H.0 Special Requirements..... 13

H.1 Facility Closure Notice - Holiday and Work Schedules13

H.2 Designation of Technical Representative14

H.3 Environmental, Safety and Health14

H.4 Size Standards Reporting Requirements.....14



REQUEST FOR PROPOSAL NO: 336379

H.5	Restrictions on Lower-Tier Subcontracts	15
H.6	Non-Disclosure and Intellectual Property Agreement for Individual Subcontractors.....	15
I.0	Terms and Conditions	15
I.1	Limitation of Liability - Services.....	16
I.2	General Provisions – Time and Material / Labor Hour	16
I.3	Special Provisions – On-Site (Formerly SP-5)	16
J.0	List of Attachments.....	17
J.1	Statement of Work (SOW) (Attachment 1)	17
J.2	Pre-employment Drug Screens and Background Checks (Attachment 2).....	17
J.3	Past-Performance (Attachment 3).....	17
J.4	Conflict of Interest and Representation (Attachment 4).....	17
K.0	Signatures- RESERVED.....	17
L.0	Representations and Certifications	17
M.0	Subcontractor Acknowledgement of Federal Online Representations and Certifications	17



REQUEST FOR PROPOSAL NO: 336379

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 **Site Reliability Engineer - DevOps**. 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 Small Business Set Aside

Proposals made under this solicitation shall be from small business concerns, including: Disadvantage, Women Owned, Veteran Owned, Service-Disabled Veteran Owned and HubZone small businesses. Proposals received from concerns that are not small businesses shall not be considered for this solicitation. Disadvantage, Women Owned, Veteran Owned and Service-Disabled Veteran Owned may self-certify to these categories as defined by the Small Business Administration (www.sba.gov). HubZone businesses must be certified by the Small Business Administration.

A.3 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.4 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

MSA prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however a signed original must also be submitted. Identify the name of the Contact Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.



REQUEST FOR PROPOSAL NO: 336379

Late Proposals

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

- a. It was sent by registered or certified mail no later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a Solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or
- b. It was sent by mail, telephone, or fax, if authorized by the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or
- c. It is the only proposal received.

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.

B.1 Deadline

The proposal is due by 4:00 p.m. on 03/17/2020

B.2 Identification and Delivery

Address a proposal sent via the U.S. Postal Service to:

Response to Solicitation No. 336379
Katie Klos, MSIN G3-62
Mission Support Alliance, LLC
P.O. Box 650
Richland, WA 99352

The address for a proposal sent via another delivery service is:

1981 Snyder Street
Richland, WA 99352

Contract Specialist Contact Information:

Name: Katie Klos
Phone Number: 509-372-2710



REQUEST FOR PROPOSAL NO: 336379

Email Address: Katherine_A_Klos@rl.gov

B.3 Withdrawal

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

B.4 North American Industry Classification System (NAICS) Code and Size Standard

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code 561320 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$30 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 solicitation.

B.5 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.



REQUEST FOR PROPOSAL NO: 336379

- (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.6 Local Business Limitation

(A63) Rev. 0 3/14/2011

Award of this Subcontract is limited to businesses that are or will be operating in the local vicinity of the Hanford Site, Washington for the duration of any resulting award. Local vicinity is defined as the Washington counties of Benton, Franklin, Adams, Grant, Klickitat, Walla Walla, Yakima, as well as Umatilla County, Oregon. Business concerns that are not operating in the local vicinity but plan to in response to this solicitation must provide sufficient details with their proposals demonstrating that they will be fully operational on or before the start date for the resultant Subcontract.

B.7 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.8 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.

B.9 Basis of Award – Best Value

(A86) Rev.1 2/28/2013

Award may be made to the Offeror submitting the best proposal in which both cost/price and other specifically defined factors will be the basis of award. Proposals will be evaluated to determine the response that provides the best value to MSA and the Government, considering cost/price and technical criteria; with technical rated higher than cost/price.

B.10 Proposal Submission Requirements

(A96) Rev. 2 03/01/2019

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.



REQUEST FOR PROPOSAL NO: 336379

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, 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.

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. 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.”

B.11 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



REQUEST FOR PROPOSAL NO: 336379

following: Offeror's proposal must contain a brief discussion of its technical qualifications and capabilities. This discussion should not exceed 5 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.
- Resumes of proposed and/or key personnel, **attached as separate PDF Files**
- An acknowledgement that the Firm has a minimum of three (3) years' experience providing professional staffing support
- Firm's capabilities and resources for completing the requirements (Past Performance Attachment)
- Statement of compliance with subcontract insurance requirements (if applicable) as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Pre-Employment-Background Attachment
- Conflict of Interest and Representation Attachment

B.12 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.13 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.14 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.

B.15 Service Animal Requirement

(A111) Rev. 0 01/16/2019

If any of the individuals who will be performing work under the awarded subcontract require the use of a service animal to perform their work or tasks, this information is to be included in the proposal. No service animal will be allowed access unless the conditions set forth in the attached Special Provisions 5 – ON-SITE SERVICES, clause 19.0 *Service Animals*, have been met.



REQUEST FOR PROPOSAL NO: 336379

C.0 Award (DRAFT)

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on **TBD** the Subcontractor is awarded a **Labor Hour** 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.

Notify the Contract Specialist in writing when the Subcontractor reaches 85% of the current estimated value.

C.1 Labor Rate Schedule

(A99) Rev. 1 09/27/2019

The Fully Burdened Labor Rates below shall be used as consideration for satisfactory performance of Work in accordance with this Subcontract. All allowable hours shall be billed as identified below. The rates shall remain in full force and effect for the Subcontract period of performance, unless written authorization is provided by the Contract Specialist.

LABOR RATE SCHEDULE

Name of Individual	Labor Category	Fully Burdened Hourly Rate (TBD) through (03/31/2021)	Fully Burdened Hourly Rate (04/01/2021) through (03/31/2022)
		RW/OT rates	RW/OT rates

C.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.

Option 1: 04/01/2021-03/31/2022



REQUEST FOR PROPOSAL NO: 336379

C.3 Key Personnel

(H23) Rev. 0 3/14/2011

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

1. TBD

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

D.1 Reimbursement of Overtime – Staff Augmentation Subcontracts

(C38) Rev. 1 7/18/2016

Professional Services:

All hours worked beyond eighty (80) hours in a two-week period (overtime) must be approved by the Buyer's Technical Representative (BTR) or their designee. For every overtime hour worked, the SUBCONTRACTOR shall be compensated at the overtime rate established in the Subcontract.

Service Contract Act Covered Support:

All hours worked beyond forty (40) hours in a single-week period (overtime) must be approved by the Buyer's Technical Representative (BTR) or their designee. For every overtime hour worked, the SUBCONTRACTOR shall be compensated at the overtime rate established in the Subcontract.

E.0 QA/Inspection Requirements- N/A

F.0 Delivery/Performance

F.1 Term of Subcontract

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on the date of award and shall end on **3/31/2021** unless extended by the parties or terminated by other provisions of this Subcontract.

G.0 Subcontract Administration

G.1 Authorized Personnel

(G03) Rev. 0 1/28/2010

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

Contract Specialist, Katie Klos, 509-372-2710, [Katherine A Klos@rl.gov](mailto:Katherine.A.Klos@rl.gov)

Contracts Manager, Keisha R. Garcia, (509) 376-9831, [Keisha R Garcia@rl.gov](mailto:Keisha.R.Garcia@rl.gov)



REQUEST FOR PROPOSAL NO: 336379

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.

G.4 Invoices and Payments – Contracted Labor Time Recording (CLTR) System

(G045) Rev. 0 2/27/2012

Billable Hour Submittals

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

Invoices

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

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

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

Invoice Period



REQUEST FOR PROPOSAL NO: 336379

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

Subcontractor Action Required

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

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

Corrections and Changes

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

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

G.5 Terms of Payment

(G047) Rev. 0 7/14/2014

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

H.0 Special Requirements

H.1 Facility Closure Notice - Holiday and Work Schedules

(H22) Rev. 1 10/22/2014

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

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

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



REQUEST FOR PROPOSAL NO: 336379

H.2 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: **TBD**.

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

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

H.3 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.4 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:



REQUEST FOR PROPOSAL NO: 336379

- (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.5 Restrictions on Lower-Tier Subcontracts

All services performed under the resultant subcontract must be performed by direct employee of the Offeror. Lower-tier subcontracts will not be allowed under the resultant subcontract award. For the purposes of this restriction, "lower-tier subcontract" means any contract entered into by the Offeror with another subcontractor, supplier, vendor, independent contractor or firm for services to be performed under the resultant subcontract award. Including lower-tier subcontracts in the Offeror's proposal shall result in disqualification from award.

H.6 Non-Disclosure and Intellectual Property Agreement for Individual Subcontractors

(H122) Rev. 3 12/16/2019

This Subcontract is subject to the provisions of the *Non-Disclosure Agreement (NDA)* (*Hanford Site Form [A-6006-597](#)*) and *Intellectual Property (IP) Agreement* (*Hanford Site Form [A-6006-855](#)*). The Subcontractor shall complete the form and submit it to the designated Contract Specialist for any Subcontractor individual who will be performing work under this Subcontract.

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.



REQUEST FOR PROPOSAL NO: 336379

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 – Time and Material / Labor Hour

(Revision 06, February 12, 2020)

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

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

(Revision 03, February 13, 2018)

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



REQUEST FOR PROPOSAL NO: 336379

J.0 List of Attachments

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

The attached Statement of Work: Site Reliability Engineer - DevOps Dated: 2/12/2020 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 Pre-employment Drug Screens and Background Checks (Attachment 2)

J.3 Past-Performance (Attachment 3)

J.4 Conflict of Interest and Representation (Attachment 4)

K.0 Signatures- RESERVED

L.0 Representations and Certifications

M.0 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;



REQUEST FOR PROPOSAL NO: 336379

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.