



Request for Proposal

Solicitation #: 305185
Date Issued: January 9, 2017

Issued To:

Potential Vendor

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:
Pamela Grant
702-478-8223
Pamela_M_Grant@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by the close of business (4:00 P.M., PST) on January 23, 2018, 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: 305185

Table of Contents

A.0 Solicitation..... 1

A.1 North American Industry Classification System (NAICS) Code and Size Standard1

A.2 Proposal Submittal.....1

A.3 Financial Capability Determination.....2

A.4 Basis of Award – Lowest Price Technically Acceptable2

A.5 Conflict of Interest Disclosure and Representation2

A.6 Instructions for the Preparation of Proposals3

A.7 Foreign Nationals.....3

DRAFT AWARD3

A.8 Award Notification3

A.9 Estimated Cost of Subcontract.....3

B.0 QA / Inspection Requirements – Not Applicable 3

C.0 Description/Statement of Work..... 3

D.0 Transportation Instructions- Not Applicable 4

E.0 Schedule – Not Applicable 4

F.0 Delivery/Performance..... 4

F.1 Term of Subcontract.....4

F.2 Ship to Address and Warehouse Operations Delivery Schedule4

G.0 Subcontract Administration 5

G.1 Authorized Personnel.....5

G.2 Electronic Mail Capability.....5

G.3 Closeout Certification5

H.0 Special Requirements 5

H.1 Inspection of Services5

H.2 Designation of Technical Representative.....7

H.3 Payments Using the Purchasing Card System.....7

H.4 Requirements for Lower Tier Subcontracting8

I.0 Terms and Conditions..... 8

I.1 Limitation of Liability - Services8

I.2 General Provisions – Commercial.....9

J.0 List of Attachments 9

J.1 Statement of Work (SOW)9

K.0 Signatures - RESERVED..... 9

L.0 Representations and Certifications10

L.1 Certification Regarding Substance Abuse at DOE Sites 10

L.2 Subcontractor Acknowledgement of Federal Online Representations and Certifications 10



REQUEST FOR PROPOSAL NO: 305185

A.0 Solicitation

A.1 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 517410 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$32.5M employees.

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.

A.2 Proposal Submittal

(A37) Rev. 0 03/14/2011

1. Proposals are to be received by the close of business (4:00 P.M., PST) on the date specified in the Solicitation.
2. Other Proposal Methods

Proposals, upon approval by Contract Specialist, may be submitted by E-mail (preferred), telephone, fax, mail, or hand delivered. 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:

- 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.



REQUEST FOR PROPOSAL NO: 305185

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 Buyer 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.

A.3 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.4 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.5 Conflict of Interest Disclosure and Representation

(A102) Rev. 1 5/01/2014

It is the Buyer's policy to avoid situations, which place a Subcontractor in a position wherein it may not be able to compete on an equal basis for Buyer-controlled work with other qualified contractors. 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. 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. If there are any real or potential concerns, they shall be 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.



REQUEST FOR PROPOSAL NO: 305185

A.6 Instructions for the Preparation of Proposals

(A104) Rev. 0 7/17/2014

For specific instructions on how to respond to a Request for Proposal (RFP), please refer to [Instructions for the Preparation of Proposals](#).

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.

DRAFT AWARD

A.8 Award Notification

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on TBD, the Subcontractor is awarded a **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. The Subcontractor shall notify the cognizant Contract Specialist in writing when the Subcontractor reaches 85% of the current estimated value.

A.9 Estimated Cost of Subcontract

(A56) Rev. 0 3/14/2011

The estimated value for this Subcontract is _____. The Subcontractor shall not exceed this amount without specific written authorization from the Buyer. The Subcontractor shall notify the cognizant Contract Specialist in writing when the Subcontractor reaches 85% of the current estimated value.

B.0 QA / Inspection Requirements – Not Applicable

C.0 Description/Statement of Work

See Section J for Statement of Work.



REQUEST FOR PROPOSAL NO: 305185

D.0 Transportation Instructions - Not Applicable

E.0 Schedule – Not Applicable

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 September 30, 2022 unless extended by the parties or terminated by other provisions of this Subcontract.

F.2 Ship to Address and Warehouse Operations Delivery Schedule

(F10) Rev. 2 10/22/2014

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

U.S. Department of Energy
c/o MSA Hanford
Central Receiving
2355 Stevens Dr.
Attn: PO
Richland, WA 99354

If there is not enough character space to enter the “Attn.” please omit it.

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

The Hanford Site Warehouse Operation is available for deliveries from 7:00 a.m. to 3:30 p.m. Monday through Thursday

Contract Specialist:

BTR:

Note: Please be prepared to reference Purchase Order Number

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



REQUEST FOR PROPOSAL NO: 305185

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, Pamela Grant, 702-478-8223, Pamela_M_Grant@rl.gov

Contracts Lead, Claire Neville, 509-376-4113, Claire_L_Neville@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. 1 5/23/2013

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

Final Release is located at http://www.hanford.gov/pmm/files.cfm/Final_Release_MSA.pdf.

H.0 Special Requirements

H.1 Inspection of Services

(H37) Rev. 0 3/14/2011

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



REQUEST FOR PROPOSAL NO: 305185

2. Subcontractor shall provide and maintain an internal quality control/inspection system covering the services performed under this Subcontract that is acceptable to the Buyer. However, Buyer acceptance does not relieve the Subcontractor in any way for full performance responsibility.
3. Complete records of all inspections performed by Subcontractor on work related to the requirements of this Subcontract shall be maintained and made available to the Buyer during Subcontract performance, and for as long afterwards as is required by the DEAR clause 970.5204-9 (modified) of the General Provisions of this Subcontract.
4. The Buyer reserves the right to inspect and test all services called for by the Subcontract, to the extent practicable, at all times and places during the term of the Subcontract. This right shall extend to any of Subcontractor's sub-tier subcontractors whose work applies directly to this Subcontract. Subcontractor shall make such provisions as necessary in its contracts and sub-tier subcontracts to ensure the preservation of this right. The Buyer shall perform inspections and tests in a manner that will not unduly delay the work.
5. If the Buyer performs inspections or tests on Subcontractor's premises or those of Subcontractor's sub-tier subcontractor(s), Subcontractor shall furnish, and shall require its sub-tier subcontractors and suppliers to furnish without additional charge, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
6. If any of the services provided by Subcontractor do not conform to Subcontract requirements, the Buyer may require Subcontractor to perform the services again in conformity with Subcontract requirements with no increase in Subcontract price. When defects in services cannot be corrected by re-performance, the Buyer may: (1) require Subcontractor to take necessary action to ensure that future performance conforms to contractual requirements and (2) reduce the Subcontract price to reflect the reduced value of the services performed.
7. If Subcontractor again fails to promptly perform the services or to take necessary action to ensure that future performance is in conformity with contractual requirements, the Buyer may: (1) by Subcontract or otherwise, perform the services and charge Subcontractor any cost incurred by the Buyer that is directly related to the performance of such service or (2) terminate this Subcontract for default in accordance with the clause entitled "Termination for Default" of the General Provisions of this Subcontract.



REQUEST FOR PROPOSAL NO: 305185

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/email: Sheryl Self Kruse, 509-373-9336, [Sheryl A Self Kruse@rl.gov](mailto:Sheryl.A.Self.Kruse@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.

H.3 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



REQUEST FOR PROPOSAL NO: 305185

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.

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.

H.4 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.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).



REQUEST FOR PROPOSAL NO: 305185

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 03, July 23, 2015) |
<http://www.hanford.gov/pmm/page.cfm/Provisions>

J.0 List of Attachments

J.1 Statement of Work (SOW)

The attached Statement of Work: Title: Iridium Satellite Telephone Services, Revision 0, dated September 6, 2017, 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.

K.0 Signatures - RESERVED



REQUEST FOR PROPOSAL NO: 305185

L.0 Representations and Certifications

L.1 Certification Regarding Substance Abuse at DOE Sites

(L14) Rev. 0 3/14/2011

This Subcontract awarded is 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 upon request.

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.

L.2 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: 305185

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.