



Request for Proposal

Solicitation #: 307238

Date Issued: 1/8/2018

Issued To:

Potential Offeror

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:
Megan Johnson
509-376-1707
Megan_M_Johnson@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 **1/17/2018** 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.



REQUEST FOR PROPOSAL NO: 307238

Table of Contents

A.0 Solicitation 3

A.1 North American Industry Classification System (NAICS) Code and Size Standard3

A.2 Small Business Set Aside – Solicitation3

A.3 Proposal Submittal4

A.4 Proposal Submission Requirements.....4

A.5 Basis of Award – Best Value6

A.6 Conflict of Interest Disclosure and Representation6

A.7 Foreign Nationals.....6

A.8 Limitations on Subcontracting6

Award (DRAFT)..... 7

A.9 Award Notification7

A.10 Firm Fixed Price7

B.0 Delivery/Performance 8

B.1 Term of Subcontract8

B.2 Authorized Personnel.....8

B.3 Electronic Mail Capability8

B.4 Closeout Certification8

B.5 Subcontractor Invoices for Subcontracts9

B.6 Reimbursement of Travel Expenses10

B.7 Terms of Payment11

C.0 Special Requirements..... 12

C.1 Facility Closure Notice - Holiday and Work Schedules.....12

C.2 Service Contract Labor Standards12

C.3 Inspection of Services13

C.4 Designation of Technical Representative14

C.5 Environmental, Safety and Health14

C.6 Size Standards Reporting Requirements.....14

C.7 Requirements for Lower Tier Subcontracting15

D.0 Terms and Conditions 16

D.1 Limitation of Liability - Services.....16

D.2 General Provisions – Commercial17

D.3 Special Provisions – On-Site (Formerly SP-5)17

E.0 List of Attachments 17

E.1 Statement of Work (SOW).....17

F.0 Representations and Certifications 17

F.1 Certification Regarding Substance Abuse at DOE Sites17

F.2 Subcontractor Acknowledgement of Federal Online Representations and Certifications18



REQUEST FOR PROPOSAL NO: 307238

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 **541611** applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is **\$15 million**.

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

A.2 Small Business Set Aside – Solicitation

(A03) Rev. 2 08/20/2013

Proposals made under this acquisition are solicited from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone Small Businesses. Any resulting Subcontract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

Business classifications must comply with Small Business Administration guidelines.

In general:

- Small Women-Owned, Service Disabled-Veteran Owned Business and Small Disadvantaged Business may self-certify their business size.
- Small Disadvantaged Business Qualifications: A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a [“preponderance of the evidence”](#) that they are disadvantaged. All individuals must have a net worth of less than \$750,000.00, excluding the equity of the business and primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry.

The following Small Business Concerns must be certified by the Small Business Administration (SBA):



REQUEST FOR PROPOSAL NO: 307238

- [HUBZone Small Business Qualifications](#): A firm can be found to be a qualified HUBZone concern, if:
 - It is [small](#),
 - It must be owned and controlled by at least 51% by U.S. Citizens, a Community Development Corporation, an agricultural cooperation, and/or Indian tribe,
 - It is [located in an “historically underutilized business zone”](#) (HUBZone), and
 - At least 35% of its employees must reside in a HUBZone.

A.3 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. **Late and Incomplete 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. Incomplete proposals will not be considered.

3. **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.

4. **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.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.



REQUEST FOR PROPOSAL NO: 307238

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 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.”



REQUEST FOR PROPOSAL NO: 307238

A.5 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. Technical criteria are listed below in order of importance:

Work Experience
Problem Solving
Desired Qualifications
Work Experience

A.6 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.

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



REQUEST FOR PROPOSAL NO: 307238

(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.

Award (DRAFT)

A.9 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.

A.10 Firm Fixed Price

(A99) Rev. 0 4/12/2011

The Firm Fixed Price proposed is for Work performed in accordance with this Subcontract. All allowable hours billed shall be as identified in the Firm Fixed Price. There is no overtime premium notwithstanding the number of hours worked during the day.



REQUEST FOR PROPOSAL NO: 307238

Firm Fixed Price will include **all costs** to be incurred during this service including any travel expenses. Travel will be priced per 2017 Federal Trade Regulation rates.

B.0 Delivery/Performance

B.1 Term of Subcontract

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on **TBD** and shall end on **2/28/2018** unless extended by the parties or terminated by other provisions of this Subcontract.

B.2 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, Megan Johnson, 509-376-1707, Megan_M_Johnson@rl.gov

Contracts Manager, Claire Neville, 509-376-4113, Claire_L_Neville@rl.gov

B.3 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.

B.4 Closeout Certification

(G19) Rev. 1 5/23/2013

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



REQUEST FOR PROPOSAL NO: 307238

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

B.5 Subcontractor Invoices for Subcontracts

(G044) Rev. 0 2/27/2012

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

Invoice Submittal Requirements:

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



REQUEST FOR PROPOSAL NO: 307238

- 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.

B.6 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



REQUEST FOR PROPOSAL NO: 307238

- (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.

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](#).

B.7 Terms of Payment



REQUEST FOR PROPOSAL NO: 307238

(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.

C.0 Special Requirements

C.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.

C.2 Service Contract Labor Standards

Attachment A – Wage Determination 2015-5527 (pages 21-33)

If subcontractor determines SCA is not applicable, please speak to this in submitted proposal.

(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.



REQUEST FOR PROPOSAL NO: 307238

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>

C.3 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.
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



REQUEST FOR PROPOSAL NO: 307238

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.

C.4 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.

C.5 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.

C.6 Size Standards Reporting Requirements



REQUEST FOR PROPOSAL NO: 307238

(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].

C.7 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



REQUEST FOR PROPOSAL NO: 307238

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.

D.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.

D.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



REQUEST FOR PROPOSAL NO: 307238

- 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.

D.2 General Provisions – Commercial

(Revision 03, July 23, 2015)

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

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

(Revision 02, December 07, 2016)

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

E.0 List of Attachments

E.1 Statement of Work (SOW)

The attached Statement of Work: **Organizational Communications Support** Dated: **11/29/2017** 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.

F.0 Representations and Certifications

F.1 Certification Regarding Substance Abuse at DOE Sites



REQUEST FOR PROPOSAL NO: 307238

(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.

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.

Signature*

Date

Typed name and title of signatory

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

F.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;



REQUEST FOR PROPOSAL NO: 307238

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.

Attachment A- Wage Determination 2015-5527

WD 15-5527 (Rev.-3) was first posted on www.wdol.gov on 08/08/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Division of Director Wage Determinations		Wage Determination No.: 2015-5527 Revision No.: 3 Date Of Revision: 08/03/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington



REQUEST FOR PROPOSAL NO: 307238

Area: Washington Counties of Benton, Franklin

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations		
01011 - Accounting Clerk I		15.99
01012 - Accounting Clerk II		17.96
01013 - Accounting Clerk III		20.09
01020 - Administrative Assistant		26.69
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		12.80
01042 - Customer Service Representative II		14.40
01043 - Customer Service Representative III		15.71
01051 - Data Entry Operator I		16.19
01052 - Data Entry Operator II		17.67
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		13.11
01090 - Duplicating Machine Operator		13.11
01111 - General Clerk I		13.42
01112 - General Clerk II		14.65
01113 - General Clerk III		16.45
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		13.15
01191 - Order Clerk I		15.05
01192 - Order Clerk II		16.42
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		27.41
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		26.69
01420 - Survey Worker		18.07
01460 - Switchboard Operator/Receptionist		13.97
01531 - Travel Clerk I		14.84
01532 - Travel Clerk II		15.95
01533 - Travel Clerk III		17.09
01611 - Word Processor I		15.07
01612 - Word Processor II		16.91
01613 - Word Processor III		18.91
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.54
05010 - Automotive Electrician		19.58
05040 - Automotive Glass Installer		18.28
05070 - Automotive Worker		18.28



REQUEST FOR PROPOSAL NO: 307238

05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	20.88
05160 - Motor Equipment Metal Worker	18.28
05190 - Motor Vehicle Mechanic	20.88
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.99
05280 - Motor Vehicle Wrecker	18.28
05310 - Painter, Automotive	19.58
05340 - Radiator Repair Specialist	18.28
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	20.88
<u>07000 - Food Preparation and Service Occupations</u>	
07010 - Baker	17.23
07041 - Cook I	14.04
07042 - Cook II	16.38
07070 - Dishwasher	10.95
07130 - Food Service Worker	11.41
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
<u>09000 - Furniture Maintenance and Repair Occupations</u>	
09010 - Electrostatic Spray Painter	22.59
09040 - Furniture Handler	16.28
09080 - Furniture Refinisher	22.59
09090 - Furniture Refinisher Helper	19.57
09110 - Furniture Repairer, Minor	22.19
09130 - Upholsterer	22.59
<u>11000 - General Services and Support Occupations</u>	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	14.47
11090 - Gardener	17.89
11122 - Housekeeping Aide	16.03
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	13.45
11240 - Maid or Houseman	11.20
11260 - Pruner	11.97
11270 - Tractor Operator	16.40
11330 - Trail Maintenance Worker	13.45
11360 - Window Cleaner	18.02
<u>12000 - Health Occupations</u>	
12010 - Ambulance Driver	20.36
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	28.78
12015 - Certified Physical Therapist Assistant	27.21
12020 - Dental Assistant	19.44
12025 - Dental Hygienist	44.23
12030 - EKG Technician	31.79
12035 - Electroneurodiagnostic Technologist	31.79
12040 - Emergency Medical Technician	20.36
12071 - Licensed Practical Nurse I	18.74
12072 - Licensed Practical Nurse II	20.97



REQUEST FOR PROPOSAL NO: 307238

12073 - Licensed Practical Nurse III	23.39
12100 - Medical Assistant	15.56
12130 - Medical Laboratory Technician	19.37
12160 - Medical Record Clerk	15.18
12190 - Medical Record Technician	16.98
12195 - Medical Transcriptionist	19.70
12210 - Nuclear Medicine Technologist	44.26
12221 - Nursing Assistant I	11.42
12222 - Nursing Assistant II	12.85
12223 - Nursing Assistant III	14.02
12224 - Nursing Assistant IV	15.74
12235 - Optical Dispenser	19.06
12236 - Optical Technician	18.87
12250 - Pharmacy Technician	18.83
12280 - Phlebotomist	15.35
12305 - Radiologic Technologist	28.93
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	25.82
12320 - Substance Abuse Treatment Counselor	14.09
<u>13000 - Information and Arts Occupations</u>	
13011 - Exhibits Specialist I	24.34
13012 - Exhibits Specialist II	30.14
13013 - Exhibits Specialist III	36.89
13041 - Illustrator I	24.34
13042 - Illustrator II	30.14
13043 - Illustrator III	36.89
13047 - Librarian	33.39
13050 - Library Aide/Clerk	16.65
13054 - Library Information Technology Systems	30.14
<u>Administrator</u>	
13058 - Library Technician	21.90
13061 - Media Specialist I	21.76
13062 - Media Specialist II	24.34
13063 - Media Specialist III	27.13
13071 - Photographer I	19.86
13072 - Photographer II	22.22
13073 - Photographer III	27.51
13074 - Photographer IV	33.65
13075 - Photographer V	40.72
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	19.46
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28



REQUEST FOR PROPOSAL NO: 307238

14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I (see 1)	22.85
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	30.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	23.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.18
15086 - Maintenance Test Pilot, Rotary Wing	43.18
15088 - Non-Maintenance Test/Co-Pilot	43.18
15090 - Technical Instructor	32.14
15095 - Technical Instructor/Course Developer	39.33
15110 - Test Proctor	25.96
15120 - Tutor	25.96
<u>16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations</u>	
16010 - Assembler	12.03
16030 - Counter Attendant	12.03
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	12.03
16090 - Presser, Hand	12.03
16110 - Presser, Machine, Dry cleaning	12.03
16130 - Presser, Machine, Shirts	12.03
16160 - Presser, Machine, Wearing Apparel, Laundry	12.03
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	12.60
<u>19000 - Machine Tool Operation And Repair Occupations</u>	
19010 - Machine-Tool Operator (Tool Room)	28.99
19040 - Tool And Die Maker	35.10
<u>21000 - Materials Handling And Packing Occupations</u>	
21020 - Forklift Operator	16.87
21030 - Material Coordinator	27.41
21040 - Material Expediter	27.41
21050 - Material Handling Laborer	14.11
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	16.87
21110 - Shipping Packer	15.96



REQUEST FOR PROPOSAL NO: 307238

21130 - Shipping/Receiving Clerk	15.96
21140 - Store Worker I	11.73
21150 - Stock Clerk	16.73
21210 - Tools And Parts Attendant	16.87
21410 - Warehouse Specialist	16.87
<u>23000 - Mechanics And Maintenance And Repair Occupations</u>	
23010 - Aerospace Structural Welder	31.20
23019 - Aircraft Logs and Records Technician	24.45
23021 - Aircraft Mechanic I	29.65
23022 - Aircraft Mechanic II	31.20
23023 - Aircraft Mechanic III	33.04
23040 - Aircraft Mechanic Helper	21.54
23050 - Aircraft, Painter	27.79
23060 - Aircraft Servicer	24.45
23070 - Aircraft Survival Flight Equipment Technician	27.79
23080 - Aircraft Worker	25.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.65
23110 - Appliance Mechanic	27.06
23120 - Bicycle Repairer	17.47
23125 - Cable Splicer	41.33
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.75
23160 - Electrician, Maintenance	36.41
23181 - Electronics Technician Maintenance I	31.72
23182 - Electronics Technician Maintenance II	33.98
23183 - Electronics Technician Maintenance III	36.25
23260 - Fabric Worker	24.44
23290 - Fire Alarm System Mechanic	30.04
23310 - Fire Extinguisher Repairer	22.54
23311 - Fuel Distribution System Mechanic	30.77
23312 - Fuel Distribution System Operator	23.10
23370 - General Maintenance Worker	20.78
23380 - Ground Support Equipment Mechanic	29.65
23381 - Ground Support Equipment Servicer	24.45
23382 - Ground Support Equipment Worker	25.96
23391 - Gunsmith I	22.54
23392 - Gunsmith II	26.30
23393 - Gunsmith III	30.04
23410 - Heating, Ventilation and Air-Conditioning	26.10
<u>Mechanic</u>	
23411 - Heating, Ventilation and Air Conditioning	27.47
<u>Mechanic (Research Facility)</u>	
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	25.98
23460 - Instrument Mechanic	32.20
23465 - Laboratory/Shelter Mechanic	28.18
23470 - Laborer	14.11



REQUEST FOR PROPOSAL NO: 307238

23510 - Locksmith	24.75
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	20.42
23591 - Metrology Technician I	32.20
23592 - Metrology Technician II	33.88
23593 - Metrology Technician III	35.88
23640 - Millwright	36.34
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	33.97
23810 - Plumber, Maintenance	31.85
23820 - Pneudraulic Systems Mechanic	30.04
23850 - Rigger	30.04
23870 - Scale Mechanic	26.30
23890 - Sheet-Metal Worker, Maintenance	30.57
23910 - Small Engine Mechanic	23.71
23931 - Telecommunications Mechanic I	25.66
23932 - Telecommunications Mechanic II	27.00
23950 - Telephone Lineman	28.96
23960 - Welder, Combination, Maintenance	24.94
23965 - Well Driller	30.04
23970 - Woodcraft Worker	30.04
23980 - Woodworker	22.54
<u>24000 - Personal Needs Occupations</u>	
24550 - Case Manager	16.26
24570 - Child Care Attendant	10.90
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.75
24620 - Family Readiness and Support Services	16.26
<u>Coordinator</u>	
24630 - Homemaker	16.26
<u>25000 - Plant and System Operations Occupations</u>	
25010 - Boiler Tender	33.04
25040 - Sewage Plant Operator	26.54
25070 - Stationary Engineer	33.04
25190 - Ventilation Equipment Tender	23.50
25210 - Water Treatment Plant Operator	26.54
<u>27000 - Protective Service Occupations</u>	
27004 - Alarm Monitor	26.63
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	28.18
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	28.33
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	34.69
27132 - Police Officer II	38.52



REQUEST FOR PROPOSAL NO: 307238

28000 - Recreation Occupations

28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Worker	11.72
28210 - Gate Attendant/Gate Tender	14.07
28310 - Lifeguard	12.53
28350 - Park Attendant (Aide)	15.74
28510 - Recreation Aide/Health Facility Attendant	11.48
28515 - Recreation Specialist	19.49
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	22.22

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker and Bracer	30.59
29020 - Hatch Tender	30.59
29030 - Line Handler	30.59
29041 - Stevedore I	28.40
29042 - Stevedore II	32.76

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	17.75
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.24
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	29.99
30051 - Cryogenic Technician I	26.50
30052 - Cryogenic Technician II	29.27
30061 - Drafter/CAD Operator I	17.75
30062 - Drafter/CAD Operator II	20.27
30063 - Drafter/CAD Operator III	22.61
30064 - Drafter/CAD Operator IV	27.25
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	25.24
30095 - Evidence Control Specialist	23.94
30210 - Laboratory Technician	28.92
30221 - Latent Fingerprint Technician I	26.50
30222 - Latent Fingerprint Technician II	29.27
30240 - Mathematical Technician	24.60
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02
30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30375 - Petroleum Supply Specialist	29.27
30390 - Photo-Optics Technician	24.60



REQUEST FOR PROPOSAL NO: 307238

30395 - Radiation Control Technician	29.27
30461 - Technical Writer I	25.56
30462 - Technical Writer II	31.27
30463 - Technical Writer III	37.84
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.50
30502 - Weather Forecaster II	32.24
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.61

Surface Programs

30621 - Weather Observer, Senior (see 2)	23.94
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31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot	28.85
31020 - Bus Aide	13.83
31030 - Bus Driver	20.32
31043 - Driver Courier	13.77
31260 - Parking and Lot Attendant	12.51
31290 - Shuttle Bus Driver	15.02
31310 - Taxi Driver	13.07
31361 - Truckdriver, Light	15.02
31362 - Truckdriver, Medium	16.28
31363 - Truckdriver, Heavy	23.12
31364 - Truckdriver, Tractor-Trailer	23.12

99000 - Miscellaneous Occupations

99020 - Cabin Safety Specialist	14.07
99030 - Cashier	11.37
99050 - Desk Clerk	10.92
99095 - Embalmer	24.57
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99260 - Marketing Analyst	25.70
99310 - Mortician	24.57
99410 - Pest Controller	21.74
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	19.64
99711 - Recycling Specialist	23.98
99730 - Refuse Collector	17.53
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	26.85
99831 - Surveying Aide	16.88
99832 - Surveying Technician	23.09
99840 - Vending Machine Attendant	18.38
99841 - Vending Machine Repairer	23.39
99842 - Vending Machine Repairer Helper	18.38



REQUEST FOR PROPOSAL NO: 307238

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain



REQUEST FOR PROPOSAL NO: 307238

nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of



REQUEST FOR PROPOSAL NO: 307238

hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the



REQUEST FOR PROPOSAL NO: 307238

wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).



REQUEST FOR PROPOSAL NO: 307238

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).