



Request for Proposal

Solicitation #: 315661.315663

Date Issued: December 17, 2018

Issued To:

Prospective Bidder

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:
V. Sami Finney
(509) 373-2248
Verla_sami_I_finney@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 7, 2019 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.



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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 541330 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 Required Price Support Information

(A15) Rev. 2 12/04/2013

The Subcontractor may be 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.

A.3 Conflict of Interest Disclosure and Representation

(A102) Rev. 2 02/08/2018

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

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

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



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B.0 Representations and Certifications

B.1 Subcontractor Acknowledgement of Federal Online Representations and Certifications

(L16) Rev. 2 9/07/2012

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

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

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

Subcontractor will update SAM on an annual basis.

B.2 Proposal Submittal

NOTE: There are 2 Statements of Work (SOW) attached to this RFP No. 315661.315663

- **Statement of Work (SOW) Attachment No 01, Project L-781 – 100D, 315661**
- **Statement of Work (SOW) Attachment No 02, Project L-826 – 100B, 315663**

1. Proposals are to be received by the close of business (4:00 P.M., PST) on January 7, 2019 as specified in the Solicitation.
3. Late Proposals



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

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.

B.3 Proposal Submission Requirements

(A96) Rev. 0 7/15/2010

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

Offerors shall submit proposals via e-mail as a complete proposal package.

Offeror shall insert the necessary information required on the Solicitation. Any proposals not submitted in accordance with the Solicitation may be considered nonresponsive. Unless otherwise requested, Offeror is to propose price and delivery based upon their normal work week. In addition, Offeror is to specify basis of normal workweek (i.e., number of days/week and number of hours/day).

Compliance with specifications and other requirements of this Solicitation is essential. Unless otherwise indicated by Offeror, 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.



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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.4 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.5 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.



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B.6 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.

Criteria will be weighted as follows:

- Price
- Relevant Experience
- General Responsiveness and Clarity of Proposals (proposals should demonstrate a level of work scope comprehension)
- Schedule
- Key Personnel (Project Team) Qualifications

B.7 REQUIRED PRICING FORMAT

The Offerors are required to breakdown each proposal (1. L-781 and 2. L-826) with a Firm Fixed Price per Task as defined in Tables 3 through 8 of the attached SOWs, as follows:

Description of Task 1-5a:	Firm Fixed Price
Task 1 - Conceptual 30% Design Package	
Task 2 - Inspections	
Task 3 - Design Schedule	
Task 4 - Construction Cost Estimate	
Task 5a - 60% Design Package – Phase 1 (MSA Contract end date)	
Total	



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Bid Option 1, Tasks 5b-7:	Firm Fixed Price
Task 5b - 60% Design Package – Phase 2	
Task 6 - 90% Design Package	
Task 7 - 100% Design Package	
Total	

Bid Option 2, Tasks 8 and 9:	Firm Fixed Price
Task 8 - Program PLCs, HMIs, and I&C Equipment/Components	
Task 9 - Test PLCs, HMIs, and I&C Equipment/Components	
Total	

Bid Option 3, Tasks 10-12:	
Task 10 - EJTA	
Task 11 - Engineering Support to Construction	
Task 12 – WDOH Construction Completion Report	
Total	



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Bid Option 4, Task 13-15:	
Task 13 - Development of O&M Manuals	
Task 14 - Development of Training Plan	
Task 15 - Development of Test Procedures and Support of Testing	
Total	

Bid Option 5, Task 16:	Firm Fixed Price
Task 16 - As-Built Drawings	
Total	

Proposal #1, 315661, L-781 with Bid Options 1-5

TOTAL PRICE \$ _____

Proposal #2, 315663, L-826 with Bid Options 1-5

TOTAL PRICE \$ _____

MSA may or may not award one or both of the proposed Projects. MSA may or may not award Bid Options associated with each Project.

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C.0 DRAFT AWARD:

C.1 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)



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in accordance with all the requirements and conditions set forth or by reference attached herein in an amount of:

315661, L-781 – 181D, Tasks X - X \$____

315663, L-826 – 181B, Tasks X - X \$____

The Subcontractor shall not exceed this amount without specific written authorization from the Contract Specialist.

D.0 QA / Inspection Requirements

D.1 Quality Assurance Program Submittal and Pre-Award Survey

(B01) Rev. 1 3/14/2011

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

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

D.2 Non-Disclosure Agreement for Company Subcontractors

(H121) Rev. 1 07/26/2018

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

D.3 Supplier Use Of Commercial-Off-The-Shelf Software

(B15) Rev. 0 2/05/2007

The Supplier shall submit the following documentation for all engineering analysis/design, data analysis/reduction, and engineering/environmental modeling commercial-off-the-shelf (COTS) software¹ (application) used in the performance of work listed in the procurement documents.



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1. Description of the COTS software, including:
 - a. Manufacture's name and address,
 - b. COTS application's title and version identifier
 - c. Operating system and hardware platform that will be used,
 - d. Manufacture's Technical Specifications or other published description of the COTS application's theoretical basis of operation or conceptual/mathematical models.
2. Standard data set(s) used to verify operation of the COTS application.
 - a. Data sets shall cover each function or mode of operation which will be used during the performance of the work listed in the procurement documents.
 - b. When the COTS application's range of operation cannot be verified by a single data set, the Supplier shall submit, as a minimum, data sets covering the upper and lower thirds of its range.
3. The results expected from the standard data set(s) including the basis for accepting the standard data expected results, such as:
 - Comparison with hand calculations,
 - Comparison with calculations using comparable proven problems,
 - Comparison with information from published data,
 - Comparisons with other validated computer programs, or
 - Comparisons with experiments and tests.
4. The output generated by the COTS application using the standard data set(s). This output shall include a statement warranting that the output accurately reflects the use of the standard data set(s) with the COTS application. The statement shall be on the Supplier's letterhead and signed, with printed name, by an authorized agent of the Supplier.
5. When required by the procurement documents verification of the COTS application operation using the submitted standard data set(s) shall be witnessed a Buyer's representative.
6. One copy of the documentation, unless otherwise specified, shall be submitted for review and approval.



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¹ *COTS software refers to an existing application which will be implemented on a standard operating system without the need for modification of its executable/object code.*

E.0 Description/Statement of Work

E.1 Engineering Drawing Standards

(C39) Rev. 0 3/14/2011

This Subcontract requires all engineering drawing deliverables be submitted in AutoCAD and comply with the requirements of the current revision of HNF-14660, *Off-site Vendor Instructions for Preparation and Control of Engineering Drawings*.

Files can be downloaded from this web folder at: <http://www.hanford.gov/pmm/files.cfm/HNF-14660-Rev2.pdf>

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 TBD unless extended by the parties or terminated by other provisions of this Subcontract.

F.2 Subcontract Options

(H54) Rev. 0 3/14/2011

The Buyer retains the sole right to exercise the option(s) included in this Subcontract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of the Buyer to exercise any or all of the option(s) nor extend the Subcontract beyond the end date specified by the Subcontract or most current Subcontract amendment. Buyer may exercise one or more options by providing written notice to the Subcontractor prior to the most current Subcontract end date. Lacking written notice by the Buyer, the option(s) will expire with the Subcontract.

315661, L-781 – 181D, Tasks X - X end TBD

315663, L-826 – 181B, Tasks X – X end TBD



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G.0 Subcontract Administration

G.1 Document Transmittals

(G01) Rev. 0 3/14/2011

Note: **Document Transmittals** are defined as all communication that should be recorded in the contract file, and is NOT listed on the **Submittal Register**.

The Subcontractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Subcontract. The transmittal shall contain (1) a unique identification number, (2) a brief identification of the document(s) including revisions, (3) the date of the transmittal, (4) purpose of the transmittal, including required action (if any) (5) signature of Subcontractor representative, and (6) means or provisions for receipt acknowledgement by the Buyer.

G.2 Estimated Billing

(G02) Rev. 0 3/14/2011

It is mandatory for continued acceptable performance that the Subcontractor provides monthly, to Mission Support Alliance Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the Subcontract through the current calendar month end. This information must be provided in writing by email (preferred), fax, or mail by the 15th of each month. This data must be provided for each Subcontract release until all payments are received and the Subcontract is complete.

Email: msa_accruals@rl.gov

Fax: (509) 373-6264

The Monthly Subcontract-to-Date Cost Estimate Form can be obtained at:

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

G.3 Authorized Personnel

(G03) Rev. 0 1/28/2010

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



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Contract Specialist, V. Sami Finney, (509) 373-2248, verla_sami_l_finney@rl.gov

Contracts Lead, Kathy McLerran, (509) 372-3355, kathy_m_mclerran@rl.gov

G.4 Subcontractor Submittals

(G05) Rev. 0 3/14/2011

The Subcontractor shall use the [*Subcontractor Document Submittal Form \(SDSF\)*](#) A-6003-061 (available at <http://www.hanford.gov/pmm/page.cfm/ContractorForms>) for the submittals identified on the Submittal Register herein. Instructions for completion of the SDSF are included with the form. The quantity, frequency, and type of submittal shall agree with the requirements set forth on the Submittal Register. A Submittal Number, entered on the SDSF by the Subcontractor in accordance with the submittal register, shall be used to identify each submittal. Engineering controlled Vendor Information (VI) content shall be identified on the SDSF when indicated on the Submittal Register. SDSF forms may be copied for submittals with different submittal dates. When any submission is returned to the Subcontractor with a request for resubmission (i.e., marked as: “B” “Minor Comments – Approved With Exceptions as Corrected Re-submittal Required”; or “C” “Not Approved Revise and Resubmit”) the Subcontractor shall resubmit all corrected documents within the time specified on the resubmission notice, or if no time is specified, within ten (10) working days from the disposition date. The Subcontractor shall contact the Buyer if additional Submittal Numbers are required for new Submittals

If MSA does not accept changes as complete to a Subcontractor deliverable, the Subcontractor shall re-submit using the SDSF form and in accordance with the Subcontractor’s MSA-approved Quality Assurance and/or Engineering Program.

G.5 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.6 Formal Requests for Clarification or Information

(G32) Rev. 0 3/14/2011

The Subcontractor may submit a formal request for clarification or information by completing a *Request for Clarification or Information (RCI) form*, if necessary. The form and instructions are



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available at <http://www.hanford.gov/pmm/page.cfm/ContractorForms>. The inquiry portion of the RCI Form shall be completed by the Subcontractor, including a determination of priority and an identification of schedule delay with the issue, if applicable. RCI form numbering shall be left blank and assigned by MSA upon receipt. MSA will complete an evaluation, provide a disposition, and/or determine additional actions required after the form is reviewed.

G.7 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).
- All invoices shall be submitted electronically to Accounts Payable (msa_invoices@rl.gov) with the Contract Specialist on copy. Please *do not* submit hard copies unless requested by Buyer.
- Each Subcontract and Task must be invoiced separately.
 - The Subcontractor name, invoice number, and the Subcontract and Task 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.
 - 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.



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- 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.

G.8 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.

G.9 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.



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H.0 Special Requirements

H.1 Progress Payments

(H16) Rev. 1 3/22/2011

Progress payment(s) method at a payment rate shown in the table below shall apply to this Subcontract.

Table 1: Milestone Payments Tasks 1-5a

At the Completion of:	Percent of Payment
Task 1 - Conceptual 30% Design Package	60%
Task 2 - Inspections	20%
Task 3 - Design Schedule	5%
Task 4 - Construction Cost Estimate	5%
Task 5a - 60% Design Package – Phase 1 (MSA Contract end date)	10%
Total	100%

Table 2: Milestone Payments Tasks 5b-7 (Bid Option 1)

At the Completion of:	Percent of Payment
Task 5b - 60% Design Package – Phase 2	40%
Task 6 - 90% Design Package	40%
Task 7 - 100% Design Package	20%
Total	100%



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Table 3: Milestone Payment Task 8 (Bid Option 2)

At the Completion of:	Payment Plan
Task 8 - Program PLCs, HMIs, and I&C Equipment/Components	50%
Task 9 - Test PLCs, HMIs, and I&C Equipment/Components	25% pre construction test 25% construction test
Total	100%

Table 4: Milestone Payment Task 9 (Bid Option 3)

Duration of:	Payment Plan
Task 10 - EJTA	5%
Task 11 - Engineering Support to Construction	75% Monthly progress payments until end of construction
Task 12 – WDOH Construction Completion Report	20%
Total	100%



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Table 5: Milestone Payments Tasks 11-13 (Bid Option 4)

At the Completion of:	Percent of Payment
Task 13 - Development of O&M Manuals	25%
Task 14 - Development of Training Plan	25%
Task 15 - Development of Test Procedures and Support of Testing	50%
Total	100%

Table 6: Milestone Payments Task 14 (Bid Option 5)

At the Completion of:	Percent of Payment
Task 16 - As-Built Drawings	100%
Total	100%

H.2 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.



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H.3 Inspection of Services – Fixed Price

(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 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



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(2) terminate this Subcontract for default in accordance with the clause entitled "Termination for Default" of the General Provisions of this Subcontract.

H.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.

H.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.

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).



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H.6 Requirements for Lower Tier Subcontracting

(H119) Rev 0 9/15/2011

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



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- 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 Service Contract Labor Standards

(H27) Rev. 8 08/23/2017

This Subcontract is subject to the Service Contract Labor Standards (formerly known as the Service Contract Act of 1965) as specified in [FAR 22.10](#). It is the Subcontractor's responsibility to ensure their employees are properly classified in accordance with the Service Contract Labor Standards for the work assigned for the entire duration of this Subcontract. The Subcontractor shall pay service employees employed in the performance of this Subcontract no less than the minimum wage, and furnish fringe benefits in accordance with the appropriate job classification per the applicable Blanket Wage Determination.

Blanket Wage Determination (BWD) 2015-5527 (attached) is applicable to work performed under this Subcontract on the Hanford Site and adjacent areas by service occupations identified in the BWD. Service Occupations that will be used in performance of this Subcontract at another location or that are not listed in the BWD must be specifically identified herein along with an applicable wage determination.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <https://www.dol.gov/whd/govcontracts/sca.htm>



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I.3 General Provisions – Fixed Price

(Revision 04, February 13, 2018)

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

I.4 Special Provisions – On-Site (Formerly SP-5)

(Revision 03, February 13, 2018)

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

J.0 List of Attachments (5 ea.)

J.1 Statement of Work (SOW) Attachment No 01: Project L-781 – 181D, 315661

The attached Statement of Work: Design Services for Project L-781, 181D Vertical Turbine Pumps, Header, Instrumentation, and Commission Dated: November 13, 2018 revision: 0 identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

J.2 Statement of Work (SOW) Attachment No 02: Project L-826 – 181B, 315663

The attached Statement of Work: Design Services for Project L-826, 181B Vertical Turbine Pumps, Header, Instrumentation, and Commission Dated: November 13, 2018 revision: 0 identifies the scope and performance expectations of the Subcontract. The SOW is incorporated into and made a part of this Subcontract along with all of the other clauses and terms identified herein.

J.3 Functional Requirements and Design Criteria Attachment No. 03, HNF-FRDC-62371

J.4 Functional Requirements and Design Criteria Attachment No. 04, HNF-FRDC-62521

J.5 Blanket Wage Determination, Attachment No. 05, Wage Determination No. 2015-5527 dated 8.3.2017