



Request for Proposal

Solicitation #: 340852
Date Issued: 12/08/2020

Issued To:

{ Insert Potential Supplier Address }

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:
Keisha R. Garcia
509-376-9831
Keisha_R_Garcia@rl.gov

Proposals are to be prepared in accordance with the instructions and conditions set forth herein. Proposals are to be received by (2:00 P.M., PST) on December 30, 2020 to the address shown above, attention to the Contract Specialist identified above.

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



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A.0 Solicitation

A.1 Introduction

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

A.2 Small Business Set Aside – 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:

A.0 Small Women-Owned, Service Disabled-Veteran Owned Business and Small Disadvantaged Business may self-certify their business size.

B.0 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):

C.0 [HUBZone Small Business Qualifications](#): A firm can be found to be a qualified HUBZone concern, if:

- It is [small](#),



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- 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 HUB

A.3 Buyer Not Obligated- Irregularities and Notifications

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

A.4 Solicitation Amendments

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

B.0 Proposal Submittal

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

Late Proposals

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

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



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Proposal Changes

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

B.1 Deadline

The proposal is due by 2:00 p.m. on 12/30/2020

B.2 Identification and Delivery

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

Response to Solicitation No. 340852
Keisha R. Garcia, MSIN G3-62
Mission Support Alliance, LLC
P.O. Box 650
Richland, WA 99352

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

1981 Snyder Street
Richland, WA 99352

Contract Specialist Contract Information:

Name: Keisha R. Garcia
Phone Number: 509-376-9831
Email Address: Keisha_R_Garcia@rl.gov

B.3 Withdrawal

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

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

(A01) Rev 002 3/1/2011

The Buyer has determined that North American Industry Classification System (NAICS) Code 611430 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$12 million dollars.



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

B.5 Limitations on Subcontracting

(A108) Rev. 0 06/08/2017

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and
- (3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

B.6 Cost or Pricing Data

(A16) Rev. 1 03/14/2011

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



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B.7 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.8 Basis of Award – Best Value

(A86) Rev.1 2/28/2013

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

B.9 Proposal Submission Requirements

(A96) Rev. 2 03/01/2019

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

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

Compliance with specifications and other requirements of this Solicitation is essential. Unless otherwise indicated by Offeror, Offerors signature on their proposal shall indicate unqualified acceptance of all requirements including all the terms and conditions stated and referenced by this Solicitation. Interpretations established by the Offeror to any part of this Solicitation may be considered an exception. In case of doubt, Offeror should request clarification from Contract Specialist. If there are any exceptions to the requirements of the Solicitation, the price offered should be based on the Solicitation's requirements and the exception(s) priced as alternates. If Offeror's proposal is based only on the proposed exceptions, it must be recognized that this may be grounds for a determination that such a proposal is non-responsive.

Any questions or requests for additional information relative to the Solicitation must be submitted in writing to the Contract Specialist responsible for issuing the Solicitation. Copies of replies to questions will be furnished to all Offerors.

Proprietary Information



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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.10 Volume I- Technical Proposal Requirements

MSA will evaluate Offeror’s technical capabilities/qualifications as well as it’s pricing for the requirements as specified in the Statement of Work. Offeror’s proposal must address the following: Offeror’s proposal must contain a brief discussion of its technical qualifications and capabilities. This discussion should not exceed 5 pages and should briefly address:

- An acknowledgement that the Statement of Work is fully understood and that the Offeror has resources qualified to perform the work.
- Resumes of proposed and/or key personnel
- Statement of compliance with subcontract insurance requirements (if applicable) as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Please Ensure that you are registered in SAM under the NAICS code associated with this procurement
- Please provide a certificate of insurance compliant with Special Provisions 5 On-Site Services Section 10.1.
- Please Ensure that you are registered in the Hanford Vendor data base. Use this link to register. <https://www5.hanford.gov/vendreg/>



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- Please provide a current copy of your Representations and Certifications for the SAM website.
- Please provide a current copy of the excluded parties list from the SAM website

B.11 Volume II Required Price Support Information

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

- Please propose a fully burdened hourly rate for the base period and all four option periods. Please provide a breakdown of the rate into the base, overhead, G&A and the profit. Please break out into each category without combining categories.

B.12 Acceptance of Terms and Conditions

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

B.13 Foreign Nationals

(A106) Rev. 0 5/25/2016

If the Subcontractor intends to propose any foreign nationals (non-US citizens) that information must be a part of the Subcontractor's proposal. They will be processed in accordance with MSA's Unclassified Visits and Assignments by Foreign Nationals prior to commencement of the work. This process could add from a few days up to several weeks of lead time depending on the country of origin and the subject matter involved.

B.14 Service Animal Requirement

(A111) Rev. 0 01/16/2019

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



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C.0 Award (DRAFT)

(A95) Rev. 0 3/14/2011

The Subcontractor is hereby notified that effective on **TBD** the Subcontractor is awarded a **Labor Hour** Subcontract for the delivery/performance of the item(s) and/or service(s) in accordance with all the requirements and conditions set forth or by reference attached herein in an amount of **\$TBD**. The Subcontractor shall not exceed this amount without specific written authorization from the Contract Specialist.

C.1 Labor Rate Schedule

The Fully Burdened Labor Rates proposed are for work performed in accordance with this Subcontract. All allowable hours billed shall be as identified in the labor rate schedule below.

LABOR RATE SCHEDULE

Period of Performance	Fully Burdened Rate
Time of award through 09/30/2021	

C.2 Key Personnel

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

1. TBD

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

E.0 QA/Inspection Requirements- N/A

F.0 Delivery/Performance

F.1 Term of Subcontract

(F08) Rev. 0 3/14/2011

The term of this Subcontract shall commence on the date of award and shall end on **September 30, 2021** unless extended by the parties or terminated by other provisions of this Subcontract.



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G.0 Subcontract Administration

G.1 Authorized Personnel

(G03) Rev. 0 1/28/2010

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

Contract Specialist, Keisha R. Garcia, (509) 376-9831, Keisha_R_Gracia@rl.gov

Contracts Manager, Keisha R. Garcia, (509) 376-9831, Keisha_R_Garcia@rl.gov

G.2 Electronic Mail Capability

(G11) Rev. 0 3/14/2011

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

G.3 Closeout Certification

(G19) Rev. 2 07/18/2018

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

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

G.4 Subcontractor Invoices for Subcontracts

(G044) Rev. 1 03/01/2019

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:

- A. 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.



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1. Invoices for services may not be submitted more than once per calendar month unless otherwise authorized in the Subcontract.
 2. 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).
 3. The Subcontractor shall indicate the labor rate, number of hours, and period of performance being billed on each invoice, when applicable.
 4. Invoiced rates, travel, or other direct charges must be specifically defined in the Subcontract to be allowable for reimbursement.
 5. 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.
- B. All invoices shall be submitted electronically to Accounts Payable (msa_invoices@rl.gov) and copy the Contract Specialist unless otherwise directed by the Contract Specialist. Please *do not* submit hard copies unless requested by the Contract Specialist.
- C. Each Subcontract and release(s) must be invoiced separately.
1. The Subcontractor name, invoice number, and the Subcontract and release number 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).
 2. Each invoice must have a unique invoice number.
 3. Each invoice should include the name and telephone number of a company representative available to respond to invoice questions.
 4. 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.
 5. Questions or requests for exceptions should be addressed to the Contract Specialist.
 6. 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 Contract Specialist. 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.
 - 7.



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G.5 Terms of Payment

(G047) Rev. 0 7/14/2014

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

H.0 Special Requirements

H.1 Facility Closure Notice - Holiday and Work Schedules

(H22) Rev. 1 10/22/2014

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

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

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

H.2 Service Contract Labor Standards

(H27) Rev. 8 08/23/2017

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

Blanket Wage Determination (BWD) 2015-5527 (attached) is applicable to work performed under this Subcontract on the Hanford Site and adjacent areas by service occupations identified in the BWD. Service Occupations that will be used in performance of this Subcontract at another 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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H.3 Designation of Technical Representative

(H38) Rev. 0 3/14/2011

The Contract Specialist hereby designates the following as the Buyer's Technical Representative, (BTR) for this Subcontract: 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.4 Environmental, Safety and Health

(H101) Rev 2 9/19/2017

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

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

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

H.5 Size Standards Reporting Requirements

(H111) Rev. 0 3/14/2011

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



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

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

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

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

(H122) Rev. 2 4/7/2015

This Subcontract is subject to the provisions of the Non-Disclosure Agreement (NDA) and Intellectual Property (IP) Agreement. The Subcontractor shall complete the form and submit it to the designated Contract Specialist for any Subcontractor individual who will be performing work under this Subcontract.

H.6 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.

H.7 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).



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

H.8 General Provisions – Time and Material / Labor Hour

(Revision 09, October 1, 2020)

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

H.9 Special Provisions – On-Site (Formerly SP-5)

(Revision 03, February 13, 2018)

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

I.0 List of Attachments

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

The attached Statement of Work: Support to HAMMER Training & Technology and Logistics Organizations Dated: November 04, 2020 revision: 0 identifies the scope and performance expectations



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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.

I.2 RFP Forms (Attachment – 2) See RFP forms at the end of this document

I.3 Washington State Department of Labor’s Wage Determination (Attachment 3)

The Washington State Department of Labor’s Wage Determination 2015-5527 Revision No. 9 is attached per Section E.2.

J.0 Signatures- RESERVED

K.0 Representations and Certifications

K.1 Certification Regarding Substance Abuse at DOE Sites

(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.

K.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



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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
7. Subcontractor will update SAM on an annual basis.



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ATTACHMENT 2:

The list of attachments as outlined below are a required as a part of your response to the identified Request for Proposal. Failure to provide and disclose any information as requested below may be grounds for disqualification if identified prior to award or, if applicable, termination if identified after award.

Note: Additional attachments may be outlined within the Request for Proposal. It is recommended that you refer back to the Request for Proposal document to ensure all attachments have been identified and included in your proposal response.



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Proposed Lower-Tier Subcontractors:

Please type or print the names and contact information for all of the lower-tier subcontractors. Use additional sheets if necessary.

LOWER-TIER SUBCONTRACTOR/SUPPLIER CONTACT NAME: TELEPHONE NO.:	DESCRIPTION OF SERVICES TO BE PROVIDED:	**APPROXIMATE AWARD AMOUNT:
NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER (<i>Print</i>):	
OFFEROR: (<i>Signature of person authorized to sign</i>)	TITLE OF SIGNER (<i>Print</i>):	
	DATE:	

**** APPROXIMATELY _____% OF TOTAL SUBCONTRACTED AMOUNT TO BE PERFORMED BY LOWER-TIER SUBCONTRACTOR. PERCENTAGE OF LOWER-TIER SUBCONTRACTED WORK SHALL NOT EXCEED 70% (FOR SERVICES) OR 85% (FOR CONSTRUCTION) OF TOTAL SUBCONTRACT AMOUNT. SUBCONTRACTOR'S ARE REQUIRED TO NOTIFY CONTRACT SPECIALIST WHENEVER _____% OF LOWER-**



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TIER WORK IS ANTICIPATED OR REACHES 70% (FOR SERVICES) OR 85% (FOR CONSTRUCTION).



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Past Performance:

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

CLIENT NAME CONTACT NAME TELEPHONE NO.	CONTRACT NO. CONTRACT DATE	START DATE/ END DATE CONTRACT VALUE	CONTRACT TERMINATED? <i>(Y/N) Explain in attachment</i>
NAME AND ADDRESS OF SUBCONTRACTOR	NAME OF SIGNER		
SUBCONTRACTOR <i>(Signature of person authorized to sign)</i>	TITLE OF SIGNER		
	DATE		



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Conflict of Interest Disclosure and Representation:

It is MSA'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.

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.

NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER <i>(Print)</i>:
	TITLE OF SIGNER <i>(Print)</i>:
OFFEROR: <i>(Signature of person authorized to sign)</i>	DATE:



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Foreign National Disclosure:

It is MSA’s policy to require that Subcontractors disclose any foreign national (non-US citizen) personnel that will support the services as outlined in the attached Statement of Work. All foreign nationals will be processed in accordance with MSA’s Unclassified Visits and Assignments by Foreign Nationals procedures prior to commencement of the work. This includes any subcontractor work scope and pertinent business information to which foreign nationals may be assigned whether on or off the Hanford site. This process could add from a few days up to several weeks of lead time depending on the country of origin, Hanford facility to be accessed, and the subject matter involved.

A foreign national is defined as any individual who is not a U.S. Citizen. Immigrant aliens and lawful permanent residents (Green card holders) are not U.S. citizens. However, an individual who has a dual citizenship with a foreign country and the United States is not considered a foreign national but is a U.S. citizen.

Subcontractor hereby certifies that [] **there are not** or [] **there are** foreign nationals proposed by the Subcontractor in support of the requested services as outlined in the Statement of Work. 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.

NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER <i>(Print)</i>:
	TITLE OF SIGNER <i>(Print)</i>:
OFFEROR: <i>(Signature of person authorized to sign)</i>	DATE:



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Representation and Certification

Subcontractor hereby certifies their socioeconomic size status as [] **SMALL** or [] **LARGE** based on the North American Industry Classification System (NAICS) as identified in the subject Request for Proposal. Subcontractor also identifies as: (list additional socioeconomic status applicable, i.e Woman Owned, HubZone, Veteran owned, etc.)_____.

Subcontractor certifies that the disclosure of size status as listed above corresponds to the size status as identified in the System for Award Management (SAM.gov) in reference to identified NAICS for the subject Request for 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.

NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER <i>(Print)</i> :
	TITLE OF SIGNER <i>(Print)</i> :
OFFEROR: <i>(Signature of person authorized to sign)</i>	DATE:



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Agreement Exceptions:

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Mission Support Alliance, LLC (MSA), however, reserves the right to disqualify offers which deviate from the Solicitation. If the offeror has no exceptions, please write "None" below.

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
OFFEROR <i>(Signature of person authorized to sign)</i>	DATE
