



September 15, 2016

2DB00-arh-16-030

Dear Potential Offeror:

SOLICITATION NUMBER 293071 “

Washington River Protection Solutions, LLC (WRPS) requests proposals for **“WEATHER ENCLOSURE CRANE”**. The requested work is in support of WRPS’s Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

Information regarding the submission of a proposal is contained in the attached Solicitation.

The proposal is due by 4:00 p.m. on October 17, 2016 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Alice Hendrickson,
Procurement Specialist

Attachment

SOLICITATION 293071
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PART A – SOLICITATION

1.0 Introduction

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Blanket Mater Agreement (BMA) type of subcontract to provide a Weather Enclosure Crane on a Firm Fixed Price (FFP) basis. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 Buyer Not Obligated – Irregularities and Notifications

WRPS 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.

1.2 Solicitation Amendments

The Procurement Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Procurement Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this 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.**

1.3 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the Procurement Specialist by e-mail no later than October 3, 2016 whether the Offeror intends to submit a proposal in response to this Solicitation.

- Name
- Phone number
- E-mail address
- Company physical address (and mailing address if different)

Upon receipt of the intent to propose, the Procurement Specialist will establish a shared area for your company to upload your proposal. Your shared area can only be accessed by you and by the Procurement Specialist.

2.0 Proposal Submittal

WRPS 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. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original and one (1) copy via U.S. Postal Service or delivery service. Identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

3.0 Deadline

The proposal is due by 4:00 p.m. on 10/17/2016.

3.1 Identification and Delivery

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

Response to Solicitation No. 293071
Alice Hendrickson, MSIN H1-42
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

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

1851SMARTPK
Richland, WA 99354

Procurement Specialist Contact Information:

Name: Alice Hendrickson
Phone Number: 509-376-9225
Email Address: Alice_R_Hendrickson@rl.gov

NOTE: Communications with any WRPS personnel except the above named Procurement Specialist concerning any aspect of this Solicitation may be grounds for disqualifying an Offeror from being considered for award.

3.2 Withdrawal

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

3.3 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than September 26, 2016. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offeror(s). Answers

will be posted to the external WRPS Procurement website at:

<http://www.hanford.gov/chmpmm/>.

4.0 Basis for Award

Award will be made to the Offerors whose proposal contains the combination of those criteria offering the best overall value to WRPS and the Government. This will be determined by comparing difference in the value of technical and management features with difference in price to WRPS.

Subcontract award may be made on the initial offers received, without discussions. Therefore, initial proposals should contain the Offeror's best price and technical terms.

There will be no public opening of proposals. Offerors will be advised when source selection has been made.

4.1 Evaluation Criteria

WRPS will award this procurement to the responsible Offeror whose offer conforms to the requirements of this Solicitation and provides the most advantageous technical and cost proposal to WRPS and the Government.

1. Schedule is part of the evaluation of this procurement. The Offeror shall address each critical date listed below along with the approach in meeting these critical dates.

Listed below are the critical items and project dates.

- Structural Calculations submitted by 04/04/2017 (target)
- Design Calculations submitted by 04/04/2017 (target)
- Seismic Calculations submitted by 04/04/2017 (target)
- Arrangement Drawings submitted by 04/04/2017 (target)
- Lead time for completing crane design
- Lead time for completing the fabrication, factory-acceptance tests and final data submittals
- Crane delivery schedule

2. Past Performance: Your proposal should include information concerning the following areas.

- Experience related to Bridge Cranes with similar design criteria (i.e. CMAA 70 with ASME NOG 1 seismic analysis and ASME NOG 1 Type 1).
- Experience with nuclear safety related equipment.
- Adequate information that shows that the personnel performing the work have the qualifications and experience related to design/fabrication/testing of similar bridge cranes.
- Experience using NQA-1 subcontracted work that that shows the ability to ensure compliance with the specification requirements.

- Demonstrate past experience providing final data packages similar in content to that required in this performance specification.

3. Technical Comprehension/Approach: Your proposal should include a description and approach for the following:

- Design, fabrication, and testing of the bridge crane in compliance with specified technical requirements.
- Ensuring the crane is capable of performing its safety functions, including proposed methods for completing the seismic analyses for the crane, and identification of crane load-path components.
- Providing each safety-significant crane feature listed below:
 - Drum hoist brake
 - Overspeed detection
 - Additional limit switches for hoist travel
 - Hoist miss-reeve detection
 - Hard-wired safety control circuit
- Description and rationale of work to be performed in-house versus subcontracted.
- Procedure/approach for shop changes to ensure that fabricated and tested equipment (mechanical, electrical and controls) match the final drawings.
- Description of the control system design and intended operation.
-

4.2 Tradeoff Selection Process

WRPS will award a subcontract to the responsible Offeror whose proposal is most advantageous to WRPS, price and other factors considered. WRPS will evaluate and rank proposals using a tradeoff process. A tradeoff process allows for an award to other than the lowest priced Offeror or highest technically rated Offeror, but which, in the opinion of the evaluators, represents the “best value.” Proposals will be screened on a combination of scored and pass/fail evaluation factors based on the qualifications demonstrated within the offer. Non-cost/price evaluation factors, when combined, are significantly more important than cost or price.

4.3 Qualification Standards

It is WRPS’s policy to offer the opportunity to compete for its procurements as broadly as is consistent with the nature of each procurement. However, in view of the distinctive characteristics of WRPS programs, those potential Offerors that do not possess the minimum qualifications and resources necessary to perform the proposed work should not be encouraged to incur proposal and other expenses involved in the competitive submissions. Therefore, the following Qualifications Standards have been established that must be fully met in order for an offeror to be considered for award.

- The Offeror shall have a documented and implemented quality assurance program which is consistent with the applicable criteria of ASME NQA-1 2008/2009a

requirements as described in the Statement of Work, including Commercial Grade Dedication.

If an Offeror fails to meet the stated qualification standard, the proposal shall be rejected and not considered further for award.

5.0 Proposal Instructions

5.1 General Proposal Requirements

Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal and the Business and Price Proposal.

5.1.1 Volume I – Technical Proposal

Technical Proposals shall not exceed 40 (forty) pages in total length. The evaluation criteria identified in Section 3.1 will be used to determine the Offeror's understanding of the work to be performed, the Offeror's qualifications to perform this work, and the acceptability of the proposed technical and management approach.

In order for the proposal to be evaluated strictly on the merit of the technical and management material submitted, no contractual cost or pricing information shall be included in this volume of the proposal.

The proposal shall describe the proposed technical and management approach in sufficient detail to ensure that the requirements of the Statement of Work (SOW) and specification 15-2-007 Weather Enclosure Crane Specification are met. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable. The technical proposal shall address the specific evaluation elements listed in Section 4.1 (e.g. schedule, past experience/work experience, and technical comprehension/approach).

Note: The seismic response spectra identified in Specification 15-2-007, Rev. 1, Para. 3.7.3.1 will be provided on or before September 26, 2016.

5.1.2 Volume II – Quality Assurance Program Manual

The Offeror shall submit one uncontrolled copy of their Quality Assurance (QA) program. The Offeror shall address how the Offeror's QA Program meets the requirements included in the SOW. If the Offeror's manual has been previously approved by WRPS, the manual shall be updated to make it current and resubmitted to WRPS with the proposal. If the manual has not changed since its previous approval by WRPS, a statement to this effect shall be submitted with the proposal.

5.1.3 Volume III – Business and Price Proposal

Please provide the pricing information in accordance with the Weather Enclosure Crane Pricing Summary and the Hourly Rate Summary worksheets. Electronic versions of these documents can be provided by WRPS upon request. Electronic versions of these documents shall be submitted by the Offeror as part of the Business and Price Proposal.

Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

This work is subject to the requirements of the Service Contract Act (SCA). A link to the current Department of Labor Wage Rate Determination is included with Item 10 of the Model Subcontract (Part C of this Solicitation). The SCA wage rate determination will be incorporated into any resultant subcontract.

5.1.4 Direct Pay Permit - Taxes

The WRPS Direct Pay Permit will not apply to the resultant subcontract/purchase order. Therefore, the Offeror's price shall include all applicable Federal, State, county, municipal, or other taxes. For information relating to Sales and Use Tax in Washington State please reference the following website: <http://dor.wa.gov/content/home/>

Offeror shall list separately, in its price proposal, any such tax applicable to any goods/service payable by WRPS.

5.1.4.1 Representations and Certifications

WRPS requires the electronic submission of the Representations and Certifications through its [vendor registration web site](#). To start the submission, the Offeror will need to be registered with WRPS and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at WRPS_Procurement@rl.gov

For this solicitation, an offeror is required to have an electronic Representations and Certifications on file with WRPS for the North American Standard Coding System (NAICS) code identified in the paragraph entitled "North American Industry Classification System (NAICS) Code and Size" below. The certification of a specific NAICS code will be valid for twelve (12) months from its submission. If the Offeror's business conditions change within the twelve (12) month validity period, the Offeror shall submit an updated Representations and Certification prior to submittal of the proposal.

5.1.4.2 Small Business Subcontracting Plan

Include a Small Business Subcontracting Plan with the proposal if the proposed amount is more than \$700,000 and Offeror is not considered a small business per the size standard shown in the Representations and Certifications. The Plan should contain the

information specified and be in the format described in the Federal Acquisition Regulation (FAR Clause 52.219-9, Small Business Subcontracting Plan).

5.1.4.3 Additional Information

In order for WRPS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed below:

- Compensation Schedule (Exhibit 1)
- Organizational Conflict of Interest Disclosure (Exhibit 2)
- Past Performance Data Form (Exhibit 3)
- Proposed Lower-Tier Subcontractors (Exhibit 4)
- Agreement Exceptions (Exhibit 5)
- ESH&Q Questionnaire (Exhibit 6)
- Basis of Proposal Price Breakdown

5.2 Acceptance of Terms and Conditions

The subcontract resulting from this Solicitation will be substantially the same as the Model Subcontract that is contained in Part C of the Solicitation. 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.

5.2.1 Exceptions to Technical Requirements and Other Terms and Conditions

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

5.3 Proposal Validity Period

Offeror's proposal shall remain firm for 120 days after the proposal due date.

5.4 Document Transmittal – Master Submittal Register

The Subcontract will contain a Master Submittal Register (MSR) comparable to the exhibit document contained herein. The MSR identifies the required Subcontractor submittals. Offerors shall review the MSR exhibit, assure that the document submittal requirements are clear and understandable, identify any additional submittals on the MSR exhibit, and provide the Buyer with applicable transmittal dates for all planned submittals. The MSR with added Offeror information shall be returned with Offeror's proposal.

6.0 Notices

6.1 Identification of Proprietary Data

If the Offeror submits any data which it considers proprietary data as part of its proposal, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered to be proprietary.

6.2 Certified Cost or Pricing Data

Offeror is not required to provide certified cost or pricing data with the proposal. However, the Offeror may be required to provide certified cost or pricing data prior to

award if WRPS cannot determine that the acquisition is exempt from the requirements of PL 87-653 (Truth in Negotiations Act).

6.3 Financial Capability Determination Information

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

6.4 Availability of Funds

Funds are not presently available for this Subcontract. WRPS’s obligation under this Subcontract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of WRPS for any payment may arise until funds are made available to WRPS for this Subcontract and until WRPS receives notice of such availability, to be confirmed in writing by WRPS.

6.5 North American Industry Classification System (NAICS) Code and Size Standard

The Buyer has determined that North American Industry Classification System (NAICS) Code 333923 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is 1250 employees.

6.6 Buy American Act Compliance

The provisions of this procurement include each of the Federal Acquisition Regulation (FAR) clauses that may be applicable to this proposal, as well as any resulting purchase order or Subcontract. The applicability of a specific FAR clause is based on the proposed dollar amount of your proposal for the supplies or materials provided under a services Subcontract.

The applicable FAR clauses in the Subcontract provisions and the corresponding clause for which identification may be required are shown below:

FAR Clause in Subcontract Provisions	Corresponding FAR Clause Requiring Offeror Certification
FAR 52.225-1, “Buy American Act—Supplies” (Jun 2003)	FAR 52.225-2, “Buy American Act Certificate” (May 2014)

6.7 Employment Eligibility Verification (E-Verify)

WRPS anticipates that this award will be subject to the Employment Eligibility Verification requirements established in Federal Acquisition Regulations (FAR) clause 52.222-54, which requires the successful Offeror to enroll and utilize the E-Verify program. Enrollment is done via the Internet at the Department of Homeland Security Web site at <http://www.dhs.gov/E-Verify>. This requirement is applicable to all awards

that are more than \$3,000 and not considered a commercial item as defined in FAR Part 2.101.

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has successfully enrolled in the E-Verify program. Such information may include a copy of the last three (3) pages of the enrollment form (i.e. pages 11, 12, and 13) and any other information that may be required to make the appropriate determination.

6.8 Price-Anderson Amendments Act (PAAA)

The Subcontractor shall comply with the Article entitled Price-Anderson Amendments Act (PAAA) contained in the General Provisions and shall have a process in place to ensure compliance with the applicable Nuclear Safety Rules.

PART B – SOLICITATION EXHIBITS

Exhibit	Description
1	Weather Enclosure Crane Pricing Summary
2	Hourly Rate Summary (Fully Burdened thru Profit)
3	Organizational Conflict of Interest Disclosure
4	Past Performance Data Form
5	Proposed Lower-Tier Subcontractors
6	Property Management System Verification Checklist
7	Agreement Exceptions
8	Vendor ESH&Q Requirements Questionnaire

Weather Enclosure Crane Pricing Summary			
Phase I Design			
Statement of Work Sections 3.1.1 and 3.1.2			
Period of Performance:			
Labor Category Description	Hours	Fully Burdened Hourly Rate Inclusive of Profit	Extended Value
Subtotals:		0	\$ -
Material Listing (Provide Description, Quantities and Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -
Subcontract Listing (Provide Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -

Other Direct Costs (Provide Basis of Estimates)	
1	
2	
3	
4	
5	
Subtotals:	\$ -
Total Firm Fixed Price (FFP)	\$ -
<p><u>Phase I Design</u></p> <p>The following list shall provide all pricing assumptions that are needed to understand the basis of the offeror's cost proposal. Clear identification of the assumptions will allow for a more effective evaluation and understanding of the proposed pricing.</p> <p><u>List of Pricing Assumptions</u></p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>	

Weather Enclosure Crane Pricing Summary

Phase II - Manufacturing, Testing, and Delivery

Statement of Work Sections 3.2.1 and 3.2.2

Period of Performance:

Labor Category Description	Hours	Fully Burdened Hourly Rate Inclusive of Profit	Extended Value
Subtotals:	0		\$ -
Material Listing (Provide Description, Quantities and Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -
Subcontract Listing (Provide Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -

Other Direct Costs (Provide Basis of Estimates)	
1	
2	
3	
4	
5	
	\$
Subtotals:	-
	\$
Total Firm Fixed Price (FFP)	-

Phase II - Manufacturing, Testing, and Delivery

The following list shall provide all pricing assumptions that are needed to understand the basis of the offeror's cost proposal. Clear identification of the assumptions will allow for a more effective evaluation and understanding of the proposed pricing.

List of Pricing Assumptions

- 1
- 2
- 3
- 4
- 5

Weather Enclosure Crane Pricing Summary

Phase IIA - Twelve (12) Month Crane Storage

Statement of Work Section 3.2.3

Period of Performance:

Labor Category Description	Hours	Fully Burdened Hourly Rate Inclusive of Profit	Extended Value
Subtotals:			0
			\$ -
Material Listing (Provide Description, Quantities and Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -
Subcontract Listing (Provide Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -

Other Direct Costs (Provide Basis of Estimates)	
1	
2	
3	
4	
5	
Subtotals:	\$ -
Total Firm Fixed Price (FFP)	\$ -

Phase IIA - Twelve (12) Month Crane Storage

The following list shall provide all pricing assumptions that are needed to understand the basis of the Offeror's cost proposal. Clear identification of the assumptions will allow for a more effective evaluation and understanding of the proposed pricing.

List of Pricing Assumptions

- 1
- 2
- 3
- 4
- 5

Weather Enclosure Crane Pricing Summary

Phase III - Installation, Testing, Start-up, and Training Support

Statement of Work Sections 3.3.1, 3.3.2, and 3.3.3

Period of Performance:

Labor Category Description	Hours	Fully Burdened Hourly Rate Inclusive of Profit	Extended Value
Subtotals:	0		\$ -
Material Listing (Provide Description, Quantities and Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -
Subcontract Listing (Provide Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -

Other Direct Costs (Provide Basis of Estimates)	
1	
2	
3	
4	
5	
Subtotals:	\$ -
Total Firm Fixed Price (FFP)	\$ -

Phase III - Installation, Testing, Start-up, and Training Support

The following list shall provide all pricing assumptions that are needed to understand the basis of the offeror's cost proposal. Clear identification of the assumptions will allow for a more effective evaluation and understanding of the proposed pricing.

List of Pricing Assumptions

- 1
- 2
- 3
- 4
- 5

Weather Enclosure Crane Pricing Summary

Phase IIIA - Crane Maintenance and Inspection

Statement of Work Section 3.3.4

Period of Performance:

Labor Category Description	Hours	Fully Burdened Hourly Rate Inclusive of Profit	Extended Value
Subtotals:			\$ -
Material Listing (Provide Description, Quantities and Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -
Subcontract Listing (Provide Basis of Estimates)			
1			
2			
3			
4			
5			
Subtotals:			\$ -

Other Direct Costs (Provide Basis of Estimates)	
1	
2	
3	
4	
5	
Subtotals:	\$ -
Total Firm Fixed Price (FFP)	\$ -

Phase IIIA - Crane Maintenance and Inspection

The following list shall provide all pricing assumptions that are needed to understand the basis of the offeror's cost proposal. Clear identification of the assumptions will allow for a more effective evaluation and understanding of the proposed pricing.

List of Pricing Assumptions

- 1
- 2
- 3
- 4
- 5

Hourly Rate Summary Instructions: The offeror shall provide a complete listing of all labor categories planned to be utilized during the subcontract's period of performance. The hourly rates shall be fully inclusive of all cost elements and profit.

Hourly Rate Summary (Fully Burdened thru Profit)

Labor Category Description	CY2017	CY2018	CY2019
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**EXHIBIT 1. ORGANIZATIONAL CONFLICT OF INTEREST
CERTIFICATION AND DISCLOSURE**

Rev. 3

6/22/16

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government or WRPS, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

It is WRPS's policy to avoid situations, which place an Offeror in a position wherein it may not be able to compete on an equal basis for WRPS-controlled work with other qualified Offerors. This representation, and the information disclosed thereby, will serve to advise WRPS whether or not an Offeror's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have or appear to have which relates to the work to be performed under a subcontract which may result from this solicitation, thus providing the Offeror an unfair competitive advantage over others. The term "Offeror" herein means the proposing entity or any of its affiliates or proposed consultants or subcontractors of any tier. Therefore:

Offeror shall provide WRPS a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

Offeror shall assure that any consultants and/or subcontractors identified in its proposal which will perform part or all of any resulting subcontract submit the same information as required above, either as part of the Offeror's proposal or directly to WRPS, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation number and the (Offeror's) proposal to which it relates.

Offeror shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the subcontract, submit such information.

Offeror shall promptly provide to WRPS information concerning any changes, including additions, in its relevant facts reported, that occur between the time of submission of its proposal and the award of a subcontract or the time the Offeror is notified that it is no longer being considered for an award.

WRPS will review the information submitted and may require additional relevant information or certifications from the Offeror. All such information, and any other relevant information known to WRPS, will be used to determine whether an award to the Offeror may create an organizational conflict of interest with respect to the Offeror's (1) bias caused by financial, contractual, organizational, or other interests which relate to the work to be performed under the subcontract, resulting in Offeror being unable to render impartial, technically sound, and objective assistance or advice, or (2) obtaining an unfair competitive advantage over other parties. If WRPS determines a

EXHIBIT 1. PAST PERFORMANCE

Rev. 0

1/1/03

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

EXHIBIT 3. AGREEMENT EXCEPTIONS

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Washington River Protection Solutions, 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

EXHIBIT 4. VENDOR ESH&Q QUESTIONNAIRE

Subcontractor Name:

Subcontractor Address:

City: State: Zip:

Subcontractor Point of Contact:

Email:

All contractors working on the Hanford Site are expected to safely perform in a quality manner while protecting worker health and the environment. Please answer the following questions about how your company implements ESH&Q.

#	Question
1.	Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2.	Are your employees trained and equipped to perform their assigned work? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3.	Do you have an established orientation program for new hires that includes ESH&Q? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4.	Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5.	Are company ESH&Q records adequately and properly maintained? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6.	Are accidents/incidents investigated promptly and reports generated? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7.	If the investigation discovers inadequacies in either the work process or the policies and procedures, are the appropriate processes in place to avert the accident/incident in the future and are personnel provided proper training? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8.	Are hazards identified and appropriate measures taken to ensure that personnel and equipment are adequately protected as a result of identified hazards. Yes: <input type="checkbox"/> No: <input type="checkbox"/>
9.	Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
10.	Is the frequency of ESH&Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work based on the scope of work and commensurate with the work hazards? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
11.	Are ESH&Q inspections/audits conducted to evaluate the effectiveness of your program?

	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
12.	Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your EMR?
13.	Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your Recordable Case rate?
14.	Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
15.	Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?
16.	Does your company have an established, written Hazard Communication Program? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
17.	Does your company have a system within the Hazard Communication Program to maintain Material Safety Data Sheets (MSDS)? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18.	Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19.	Has your company been fined for Nuclear Regulatory Commission or agreement state non-compliance during the previous three years? Yes: <input type="checkbox"/> No: <input type="checkbox"/>

PART C – MODEL SUBCONTRACT

Subcontract No. TBD	Effective Date: TBD
Issued By: Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352	Subcontractor: TBD

This Subcontract is effective as of TBD, between Washington River Protection Solutions (WRPS) and TBD (“SUBCONTRACTOR”) who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

- Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: Design, Construct, Test and Deliver a Weather Enclosure Crane per Statement of Work #293071 entitled “Weather Enclosure Crane”
- Period of Performance:** The Subcontract period of performance is specified as: TBD
- Contract Type:** FIRM FIXED PRICE
- Total Value of Subcontract:** TBD
- Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth below or in the attached Compensation Schedule consistent with the payment provisions of this Subcontract.

Line	DESCRIPTION		Fully Burdened Rate	Total
1	PHASE 1 DESIGN TO BE INITIATED UPON AWARD OF BMA			
2	PHASE 2 MANUFACTURING /DELIVERY- OPTION YEAR PRICING			\$0.00
3	PHASE 3 SITE SUPPORT FOR INSTALLATION, TESTING, STARTUP AND TRAINING			\$0.00

TOTAL LABOR

OTHER DIRECT COSTS (ODC's)

TRAVEL & SUBSISTENCE

SALES TAX

Grand Total **NOT-TO-EXCEED**

6. Payment Terms: As stated in *Article 3.0 Terms of Payment, of Supplemental Provisions*, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.

7. Authorized Personnel: Only the following named WRPS individuals are authorized to make changes to this document:

Alice Hendrickson, Procurement Specialist

Bryon Bradley, Procurement Specialist

M. J. DePeel, Manager, Subcontracts Procurement

J. M. Legarreta, Manager, Procurement

8. Designation of Technical Representative: WRPS hereby designates the following as the Buyer's Technical Representative (BTR), for this Subcontract:

Name: TBD

Phone: (509) -

Mail Stop:

If a different BTR other than the one named under the BMA is assigned on a Subcontract Release issued under this BMA, the Subcontract Release document will identify the designated BTR.

9. Quality Assurance Requirements

9.1 QA/Inspection Requirements

9.1.1 Quality Assurance Program Submittal and Pre-Award Survey

(B01) 5/8/07

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 contract 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 contract award. A deficient or inadequate program may be used as the basis to deny award of this contract.

9.1.2 Supplier Quality Program Evaluation

(B04) Rev. 0 02/22/00

The Supplier shall document, implement, and maintain a quality assurance program which is consistent with applicable criteria of NQA-1, edition 2008 and 2009a as per the attached Quality Assurance Requirements (QAR) dated 09/07/2016. The Supplier's program is subject to review at all times by the Buyer. The Supplier's program, written for compliance with a quality assurance program standard other than the one imposed on the Purchase Order/Contract Order, may be acceptable if it complies with the quality assurance program requirements specified.

When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

The Buyer reserves the right to verify the quality of work at the Supplier's facility, including any subcontractor's facility. Access to a subcontractor's facility shall be requested through the Supplier and verification may be performed jointly with the Supplier.

The Supplier shall, during the performance of this Purchase Order/Contract Order, submit proposed changes to the quality assurance program to the Buyer for review prior to implementation.

9.1.3 Fabrication/Inspection/Test Plan (Traveler)

(B13) Rev. 1 12/03/02

The Supplier shall prepare a detailed fabrication/inspection/test plan (Traveler) for insertion of Buyer-designated source inspection/witness notification points. Prior to starting work, the plan shall be submitted to the Buyer for review, approval and insertion of Buyer's designated inspection/witness notification points unless otherwise specified in procurement documents. The plan shall include the following:

1. Traceability to Buyer's Purchase Order/ Contract Order document number.
2. Description of items to be fabricated/tested/inspected (e.g., components, subassemblies, assemblies).
3. Sequential fabrication/process steps.
4. Sequential points for inspection and tests to be performed during fabrication/processing.
5. Method/procedure to be used for performance of inspection/test/fabrication, including:
 - a. Each characteristic or attribute to be evaluated,
 - b. The report form to be utilized,
 - c. Specific Codes/Standard requirements as specified by procurement documents i.e., ASME, ASTM, ANSI, etc., and
 - d. Sampling plans for final characteristics (e.g., AQL, lot size, inspection level), where applicable.

Subsequent revisions/modifications to the fabrication/inspection/test plan document require review and approval by the Buyer prior to implementation of the change. When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

9.1.4 B15) SUPPLIER USE OF COMMERCIAL OFF THE SHELF (COTS) SOFTWARE

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.

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 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.

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.

One copy of the documentation, unless otherwise specified, shall be submitted for review and approval.

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.

9.1.5 B18) Rev 0 02/2/07 SUPPLIER USE OF SPREADSHEET CALCULATIONS USING COMMERCIAL-OFF-THE-SHELF SOFTWARE

The Supplier shall submit the following documentation for all spreadsheets used to perform mathematical calculations in the performance of work listed in the procurement documents.

1. Description of the commercial-off-the-shelf (COTS) software application used to develop/run the spreadsheet, including:
 - a. Manufacturer's name and address,
 - b. COTS spreadsheet application's title and version identifier
 - c. Operating system and hardware platform that will be used,
2. An electronic copy of the spreadsheet(s).
3. Description of the calculations, mathematical formulas, and embedded data used in the spreadsheet(s).
4. Standard data set(s) used to verify operation of the spreadsheet application.
 - a. Data sets shall cover each calculation/function which will be used during the performance of the work listed in the procurement documents.
 - b. When the spreadsheet's range of calculations 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.
5. The results expected from the standard data set(s), including the basis for accepting the standard data expected results , such as:
 - a. Comparison with hand calculations,
 - b. Comparison with calculations using comparable proven problems,
 - c. Comparison with information from published data.
6. The output generated by the spreadsheet 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 spreadsheet. The statement shall be on the Supplier's letterhead and signed, with printed name, by an authorized agent of the Supplier.

One copy of the documentation, unless otherwise specified, shall be submitted for review and approval.

9.1.6 Source Inspection

(B16) Rev. 0 02/22/00

All items are subject to inspection at the Supplier's facility or Supplier's subcontractor's facility by a Buyer's quality representative. Supplier shall notify Buyer at least 5 working days in advance of the time items will reach any inspection hold point established by the Buyer in the procurement package.

9.1.7 Nonconformance Documentation and Reporting

(B22) 02/23/2010

All nonconformances identified at the Supplier's facility with a proposed disposition of "Accept" or "Repair" shall be approved by the Buyer before any corrective action is taken by the Supplier on the nonconformance.

Accept: A disposition that a nonconforming item will satisfactorily perform its intended function without repair or rework.

Repair: A disposition requiring the processing of a nonconforming item so that its characteristics meet the requirements listed in the disposition statement of the nonconformance report.

A Supplier Nonconformance exists when;

- (1) A Purchaser's technical or material requirement, or a requirement in a Purchaser approved Supplier document is violated; and
- (2) The nonconformance cannot be corrected by continuation of the original manufacturing process or by rework; or
- (3) The item does not conform to the original requirement but can be restored to a condition such that the capability of the item to function is unimpaired.

Nonconformances shall be documented by the Supplier on the Supplier's nonconformance form. After documenting the nonconformance, disposition and technical justification, the form shall be forwarded to the Buyer.

After the recommended disposition has been evaluated by the Buyer, the form shall be returned to the Supplier with a disposition of approval or rejection. The Supplier may take corrective action on the nonconformance only after the form is approved.

The Supplier's nonconformance form shall be shipped with the affected item.

9.1.8 Certified Weld Inspector (CWI)

(B25) Rev. 0 02/9/00

Supplier personnel performing weld inspections shall be certified as a Certified Weld Inspector (CWI) in accordance with the requirements specified in AWS QC-1.

The following documentation shall be submitted prior to the start of fabrication:

1. Current AWS CWI certificates.
2. Current and valid visual acuity examination. The examination must be performed annually.
3. Visual weld inspection procedures.

Approval shall be obtained from the Buyer prior to start of fabrication.

9.1.9 Welding Procedures and Qualifications

(B28) Rev. 1 12/03/02

Welding procedures and personnel shall be qualified in accordance with the applicable AWS or ASME specifications as specified in the Purchase Order/Contract order. The Supplier shall submit copies of all welding procedures, Procedure Qualification Records, and Welder Qualification Records to be employed in the performance of this Purchase Order/Contract Order. Buyer approval is required prior to the start of fabrication.

Changes and revisions to welding documentation shall be submitted to the Buyer for review and approval prior to use. When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

9.1.10 Nondestructive Examination Process

(B31) Rev. 4 01/31/2013

Nondestructive examination (NDE) personnel shall be qualified and certified in accordance with the recommended guidelines of the American Society of Nondestructive Testing's (ASNT) ANSI/ASNT CP-189 or ASNT SNT-TC-1A, unless otherwise specified in the ordering data. The Supplier is not authorized to begin fabrication until the following documentation has been reviewed and approved by the Buyer:

- a. NDE qualification and certification procedures
- b. Personnel Level I, II, and III qualifications and certifications which include objective evidence of NDE training, formal education, examinations, experience, date of hire, and current eye examination

- c. NDE method/examination procedures that are in accordance with the applicable codes/standards specified in procurement documents.

All NDE reports and radiographs shall be traceable to the item examined, include all essential examination parameters, and signed and dated by the NDE examiner. All NDE reports and radiographs shall accompany or precede shipment of material. Radiographs, and radiographic technique and examination reports shall be subject to approval by the Buyer prior to shipment of completed items.

When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

9.1.11 Identification of Items

(B34) Rev. 0 10/20/03

All items shall be identified with the part number/model number. Identification shall be on the item or the package containing the item. When the identification is on the item, such marking shall not impair the service of the item or violate dimensional, chemical, or physical requirements.

The Supplier shall submit a legible copy of the product data sheet (e.g., drawing, catalog page, brochure) that provides adequate information to enable the Buyer to verify the form and function of the articles procured.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

9.1.12 Identification and Traceability of Items

(B37) Rev. 0 02/22/00

All items shall be identified with the part, heat, batch, or serial number and the Purchase Order and line item number. Identification shall be on the item or the package containing the item. Where identification is on the item, such markings shall not impair the service of the item or violate dimensional, chemical, or physical requirements.

9.1.13 Identification of Age Control Items

(B43) Rev. 0 02/22/00

The Supplier shall identify each item, assembly, package, container, or material, having limited shelf life, with the cure date or date of manufacture and the expiration date. The Supplier shall specify any storage temperatures, humidity and environmental conditions which should be maintained. Material shall **NOT** be furnished having less than 75 percent of total shelf life available at time of shipment.

9.1.14 Certified Material Test Report

(B49) Rev. 2 03/17/06

The Certified Material Test Report (CMTR) shall include actual results of all chemical analysis, tests, examinations, and treatments required by the material specification and this Purchase Order/Contract order. The CMTR shall be legible, reference applicable specification number and year of edition, and be traceable to the material furnished by heat or lot number. All reports are subject to review and acceptance by the Buyer.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

9.1.15 Inspection and Test Report

(B52) Rev. 0 02/22/00

The Supplier shall submit legible, reproducible copies of Inspection/Test Reports.

The report(s) shall include the following:

1. Identification of the applicable inspection and/or test procedure utilized.
2. Resulting data for all characteristics evaluated, as required by the governing inspection/test procedure.
3. Traceability to the item inspected/tested, (i.e., serial number, part number, lot number, etc.).
4. Signature of the Supplier's authorized representative or agency which performed the inspections/tests.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

9.1.16 Certification of Calibration

(B61) Rev. 0 02/22/00

The Supplier shall submit legible, reproducible copies of Certificates of Calibration, which are traceable to the National Institute of Standards and Technology, for each article ordered. Each certificate shall be identified with:

1. The Buyer's Purchase Order/Contract Order number.
2. Identification of the article to which the certificate applies.
3. The standards used for calibration. Each calibration certificate shall be signed by the Supplier's representative that is responsible for the calibration to attest to its authenticity.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

**9.1.17 Nationally Recognized Testing Laboratory
(NRTL) Listed or Labeled**

(B65) Rev 3 12/2/08

All electrical control panels and electrical equipment (a general term including material, fittings, devices, appliances, luminaries [fixtures], apparatus, and the like used as a part of, or in connection with, an electrical installation) delivered or brought onto the site in performance of this contract must be listed or labeled by an organization currently recognized by OSHA as a nationally recognized testing laboratory (NRTL).

- A. All electrical equipment installed as part of this contract must comply with the National Electric Code (NEC), NFPA 70 and where applicable ANSI C2 (NEC). The Buyer reserves the right to inspect electrical equipment and installations. Contractor is responsible for notifying Buyer when installations are available for inspection.
- B. Electric motors shall be manufactured and tested in accordance with NEMA MG-1 as applicable, or listed by an organization currently recognized by OSHA as an NRTL. Documentation of NEMA MG-1 compliance shall be made available to the Buyer upon request.
- C. Electrical equipment and devices for which there is a UL category code identifying product categories must be Listed or Labeled by an OSHA recognized NRTL.
 - 1. The Canadian Standard Association (CSA) marking is currently recognized by OSHA as an NRTL when the label includes “US” or “NRTL” subscript.
 - 2. The European Union “CE” marking, Directive 93/68EEC, is not currently recognized by OSHA as an NRTL marking.
 - 3. The International Electrotechnical Commission (IEC) Standard 60529 for enclosures, (IPxx), is not currently recognized by OSHA as an NRTL label.

Note: for a list of approved NRTLs, see <http://www.osha.gov/dts/otpca/nrtl/>

- D. Electrical equipment for which there is no listing category must be evaluated or tested using a method submitted to and approved by the Buyer prior to delivery of the equipment. A Field Evaluation performed by an NRTL prior to delivery is the preferred method for buyer approval.
- E. Electrical equipment is also subject to the “Counterfeit Suspect Item Program”.

**9.1.18 Nationally Recognized Testing Laboratory
(NRTL) Listed or Labeled Components In a
System**

(B66) Rev 0 8/30/10

All electrical control panels and electrical equipment (a general term including material, fittings, devices, appliances, luminaries [fixtures], apparatus, and the like used as a part of, or in connection with, an electrical installation) delivered or brought onto the site, in performance of this contract, must be listed or labeled by an organization currently recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL).

The supplier of a system which has electrical components shall, as a minimum, supply the buyer with a list of the components which includes the manufacturer and the NRTL which certified the component. The list should include the following:

Component	Quantity	Manufacturer	NRTL
1.			
2.			
3.			
Etc...			

The list shall be signed and dated by the person doing the verification.

9.1.19 Control of Graded Fasteners

(B73) 01/12/2010

The provisions stated below are the minimum Department of Energy requirements for high strength graded fasteners produced in compliance with national consensus standards (e.g., SAE, ASTM, ASME).

1. Fasteners shall exhibit grade marks and manufacturer's identification symbols (headmarks) as required in the specifications referenced in the Purchase Order/Contract Order.
2. Any fasteners supplied with headmarks matching those displayed on the attached Suspect/Counterfeit Fastener Headmark list, or facsimiles thereof, shall be deemed to be unacceptable under the terms of this Purchase Order/Contract Order.
[Suspect Bolt Head Marking Card](#)
[Suspect Stainless Steel Fastener Headmark List](#)
3. When requested by the Buyer, the Supplier shall provide a legible and reproducible copy of the manufacturer's Certified Material Test Reports (CMTR). These CMTRs shall report the values of the actual chemical and physical tests performed on the represented fastener lot/material heat. Fastener packaging/labeling shall be traceable by lot number or other positive means to the CMTRs.
4. Fasteners shall be inspected to verify compliance with the Purchase Order/Contract Order requirements. Additionally, fasteners may also be subjected to destructive testing.
5. When requested by the Buyer, the Supplier shall provide a Certificate of Conformance which must certify conformance and traceability of supplied materials to the subject Purchase Order/Contract Order. The document must be legible and reproducible.

9.1.20 Procurement of Potentially Suspect or Counterfeit Items

(B76) Rev. 3 10/14/2013

Notwithstanding any other provisions of this agreement, the Supplier warrants that all items provided to the Contractor shall be genuine, new and unused unless otherwise specified in writing by the Contractor. Supplier further warrants that all items used by the Supplier during the performance of work for the Hanford Site, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Supplier shall indemnify the Contractor, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, shackles, turnbuckles, cable clamps, wire rope, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The Supplier's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Contractor. In addition, because falsification of information or documentation may constitute criminal conduct, the Contractor may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

Supplier shall provide a written statement that all items furnished under this Purchase Order/Contract Order are genuine (i.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Purchase Order/Contract Order.

The statement shall be on supplier letterhead and signed by an authorized agent of the supplier.

Any materials furnished as part of this Purchase Order/Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted. For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guidance at: <http://energy.gov/ehss/policy-guidance-reports/databases/suspectcounterfeit-and-defective-items>.

Additional information may also be found by referring to: Managing Suspect and Counterfeit Items (SCI) in the Nuclear Industry; International Atomic Energy Agency Guide [IAEA-TECDOC-1169](#).

9.1.21 Certificate of Conformance

(B79) Rev. 4 12/2/2009

The Supplier shall provide a legible/reproducible Certification of Conformance. Supplier's authorized representative responsible for quality shall sign the Certification of Conformance. This Certification of Conformance shall, as a minimum:

1. Identify the appropriate Purchase Order/Contract Order number under which the material, equipment, item or service is being supplied.
2. Each Order/shipment shall include a C of C unique to that shipment.
3. The quantity of each Line Item shipped shall be identified on the C of C.
4. The COC shall identify the specific procurement requirements to be met by the purchased item or service. The procurement requirements identified shall include any approved changes, waivers, or deviations applicable to the item or service.
5. For OCRWM-related items only, the COC shall also identify any procurement document requirements that have not been met together with an explanation and the means for resolving the nonconformances.
6. The COC shall be signed or otherwise authenticated by a supplier's representative. For Quality Level 1 & 2 and OCRWM-related items, the person signing the COC shall be the one who is responsible for this QA function and whose responsibilities and position are described in the supplier's QA program.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item shipped. For subsequent shipments on this Purchase Order/Contract order, reference may be made to documentation provided with earlier shipments, instead of duplicating such documentation.

**9.1.22 Certificate of Conformance for Commercial
Grade Surveyed Procurements**

(B80) Rev. 0 10/6/2010

The Supplier shall provide a legible/reproducible Certificate of Conformance (C of C). The Suppliers authorized representative for quality whose responsibilities and position are described in the suppliers QA program shall sign and date (or otherwise authenticate) the Certificate of Conformance.

This Certification of Conformance shall, at a minimum:

7. The following Critical Characteristics (Input the Critical Characteristics) are verified in accordance with the program, process or controls (Input the Quality Program Criteria e.g. Processes or Controls including document and revision number) and documented on the C of C under which the product was manufactured.
8. Identify the appropriate Purchase Order/Contract Order number under which the material, equipment, item or service is being supplied.
9. Each order/shipment shall include a C of C unique to that shipment. For subsequent shipments on the same purchase order/contract order, reference may be made to documentation provided with earlier shipments, instead of duplicating such documentation.
10. The quantity of each line item shipped shall be identified on the C of C.
11. The C of C shall also identify any procurement documentation requirements that have not been met together with an explanation and the means for resolving the nonconformance's.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item shipped.

9.1.23 Recommended Spare Parts Listing

(B82) Rev. 0 02/22/00

The Supplier shall submit, with or prior to item shipment, a recommended spare parts list. The list shall provide the name and address of the original supplier of the replacement part, and the part's drawings, specification, or catalog identity including applicable change or revision information.

9.1.24 Packaging/Shipping Procedures

(B85) Rev. 1 08/16/2011

The Supplier shall prepare and submit for approval, prior to use, a procedure or plan for the packaging and shipping of items during the performance of this Purchase Order/Contract Order. The procedures shall include as appropriate cleanliness inspections prior to packaging, use of preservatives and coatings, descriptions of specially designed shipping containers, handling and rigging procedures, final inspections, and the type of transfer and shipping vehicles, as applicable to workscope. Examples of the packing and shipping inspection forms shall be included in the procedure or plan. Additional guidance may be found in ASME NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, Subpart 2.2, *Quality Assurance Requirements for Packaging, Shipping, Receiving, Storage, and Handling of Items for Nuclear Power Plants*.

10. Special Provision

11. Price-Anderson Amendments Act (PAAA)

The Subcontractor shall comply with the Article entitled Price-Anderson Amendments Act (PAAA) contained in the General Provisions and shall have a process in place to ensure compliance with the applicable Nuclear Safety Rules.

11.1 Negotiated Exceptions to General Provisions

The following exceptions/changes to the General Provisions or Supplemental Provisions are agreed to and incorporated into the Subcontract:

TBD if any

11.2 Subcontract Release Procedure

WRPS may request work to be performed by the SUBCONTRACTOR under the Blanket Master Agreement (BMA) as separate Subcontract Releases using the following process:

- The Procurement Specialist will notify SUBCONTRACTOR of the dates and the service to be performed as noted in the SOW under section 3.0 SCOPE and will specify the assigned contract release number and the not-to-exceed ceiling amount.
- A formal Subcontract Release document will be issued in accordance with the terms of the BMA.

11.3 Subcontract Release Ceiling Price

A ceiling price, based on the negotiated price identified in this BMA, shall be specified in each individual Subcontract Release. WRPS shall not be obligated to pay the SUBCONTRACTOR any amount in excess of the individual Subcontract Release ceiling price, and SUBCONTRACTOR shall not be obligated to continue performance if to do so would exceed the Subcontract Release ceiling price, unless and until WRPS has issued a Subcontract Release amendment increasing the ceiling price.

11.4 Option to Extend the Term of the Subcontract

This Subcontract includes the option(s) to extend the term identified herein. The total period of performance of the Subcontract includes the base period plus the optional period(s) exercised by WRPS. WRPS will exercise the option(s) by providing written notice to the SUBCONTRACTOR prior to expiration of the current effective period.

10/01/2018 – 09/30/2019 Upon written direction from the Department of Energy Buyer may exercise its option to manufacture/fabricate the option item identified in the Subcontract by providing written notice to the Subcontractor by 09/30/2018. For this option only

- a) Buyer may exercise the option after TBD] but may be subject to an option pricing adjustment based on Subcontractor's actual changes in labor or material costs only. In no event shall changes in quantity of labor hours or costs for facilities, tooling, taxes, or indirect rates be considered for pricing adjustments.
- b) Option pricing adjustments shall be determined in accordance with the clause "Option Pricing Redetermination."
- c) The total duration of this Subcontract including the exercise of any option under this clause shall not exceed TBD]
- d) The actual exercise of the option shall be formalized via a Subcontract modification.

11.5 Option Pricing Redetermination

(a) General. The option price in this Subcontract may be re-determined in accordance with the Option clause and this clause, but in no event shall the total amount paid under this subcontract exceed \$ TBD unless agreed to by both parties.

(b) Data submission.

(1) Within 30 days after Buyer exercises the option and the option is exercised after [insert specific date], the Subcontractor shall submit any requests for price adjustment based on changes to actual labor or material costs only. The request for price redetermination shall be in a standard proposal format suitable for evaluation and shall contain all relevant data that the Buyer may reasonably require.

(2) If the Subcontractor fails to submit the data required by subparagraph (b)(1) of this section within the time specified, the Buyer may suspend payments under this subcontract until the data are furnished or the parties agree the current fixed price is acceptable without performing the redetermination process. If it is later determined that the Buyer has overpaid the Subcontractor, the excess shall be repaid to the Buyer immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(c) Price determination. Upon the Buyer's receipt of the data required by paragraph (b) of this section, the Buyer and the Subcontractor shall promptly negotiate to redetermine fair and reasonable prices for supplies delivered and services performed by the Subcontractor under this contract.

(d) Subcontract modification. The negotiated redetermination of price shall be evidenced by a modification to this contract, signed by the Subcontractor and the Buyer.

(e) Disagreements. If the Subcontractor and the Buyer fail to agree upon redetermined prices within 60 days (or within such other period as the parties agree) after the date on which the data required are to be submitted, the Buyer shall promptly issue a decision in accordance with the Disputes clause.

(f) Termination. If this contract is terminated before price redetermination, prices shall be established in accordance with this clause for completed supplies and services not terminated. All other elements of the termination shall be resolved in accordance with other applicable clauses of this subcontract.

11.6 Options

WRPS required option pricing for award of Phase 2, Manufacture and Phase 3, Site Support is dependent on award date and will be defined prior to award.

Please provide pricing for:

Government Fiscal Year 2018 dated 10/01/2017 through 09/30/2018

Government Fiscal Year 2019 dated 10/01/2019 through 09/30/2020

11.7 Subcontracting Plan

The SUBCONTRACTOR's Subcontracting Plan dated Insert Date is hereby incorporated into and made a part of this Subcontract. Failure of the SUBCONTRACTOR to comply in good faith with the WRPS approved Subcontracting Plan shall be considered a breach of this Subcontract and shall be a basis for terminating this Subcontract. During the period of performance of this Subcontract, the SUBCONTRACTOR shall submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with FAR 52.219-9 of this Subcontract using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. Subcontractor ISR/SSR in eSRS shall be submitted to the attention of Janelle Easter, WRPS Small Business Program Manager, at janelle_c_easter@rl.gov.

11.8 Service Contract Act Wage Determination

Service Contract Act Wage Determination

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA). In accordance with the SCA, 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 incorporated Wage Determination.

During the term of this Subcontract, WRPS may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

For reference, a copy of the most recent Hanford Area Blanket Wage Determination is posted on the U.S. Department of Labor web site at <http://www.wdol.gov/sca.aspx>

Due to the Potential Offerors each Offeror will need to access the link above and determine the Wage Determination for the State in which the work is performed and Labor Mix affected.

11.9 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (FAR 52.222-43, May 2014)

(a) This clause applies to both Subcontracts subject to area prevailing wage determinations and Subcontracts subject to collective bargaining agreements.

(b) The SUBCONTRACTOR warrants that the prices in this Subcontract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract. If no such determination has been made applicable to this Subcontract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract.

(d) The Subcontract price, Subcontract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the SUBCONTRACTOR's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the SUBCONTRACTOR as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year Subcontract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The SUBCONTRACTOR chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the SUBCONTRACTOR voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the Subcontract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this Subcontract, affects the minimum wage, and becomes applicable to this Subcontract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The SUBCONTRACTOR shall notify WRPS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by WRPS. The SUBCONTRACTOR shall promptly notify WRPS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, which WRPS may reasonably require. Upon agreement of the parties, the Subcontract price, Subcontract unit price labor rates, or fixed hourly rates shall be modified in writing. The SUBCONTRACTOR shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) WRPS or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the SUBCONTRACTOR until the expiration of 3 years after final payment under the Subcontract.

11.10 Limitation of Funds

Although the parties hereto have negotiated a Subcontract value of \$TBD for the Subcontract, WRPS and the SUBCONTRACTOR realize that sufficient funds for the full scope of the Work are not available. It is anticipated, additional funds will be obligated to this Subcontract until the total estimated price of said Subcontract is obligated. The currently authorized funding value is \$ TBD and shall not be exceeded prior to a Subcontract Modification being awarded by the WRPS authorized personnel increasing the funding value.

11.11 Limitation of Funds – Fiscal Year Limitation

Of the Total value of this order, \$__TBD_ is available during Fiscal Year TBD ending September 30, TBD. Supplier agrees to adhere strictly to the delivery schedule listed elsewhere in this order. Any materials delivered before the dates specified in this order will not be accepted by WRPS and will be returned to the supplier.

11.12 Subcontractor Code of Business Ethics and Conduct

(a) *Definition.* As used in this clause--

“Agent” means any individual, including a director, an officer, an employee, or an independent SUBCONTRACTOR, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any SUBCONTRACTOR rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A SUBCONTRACTOR to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the SUBCONTRACTOR, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a SUBCONTRACTOR from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a sub-tier Subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Sub-tier Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime SUBCONTRACTOR or another sub-tier Subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after Subcontract award, unless the WRPS authorized procurement representative establishes a longer time period, the SUBCONTRACTOR shall—

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The SUBCONTRACTOR shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)

(i) The SUBCONTRACTOR shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the WRPS authorized procurement representative, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the SUBCONTRACTOR has credible evidence that a principal, employee, agent, or sub-tier Subcontractor of the SUBCONTRACTOR has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the SUBCONTRACTOR's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by the law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the SUBCONTRACTOR. The Government may transfer documents provided by the SUBCONTRACTOR to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the SUBCONTRACTOR shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) *Business ethics awareness and compliance program and internal control system.* This paragraph (c) does not apply if the SUBCONTRACTOR has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The SUBCONTRACTOR shall establish the following within 90 days after contract award, unless the WRPS authorized procurement representative establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the SUBCONTRACTOR's standards and procedures and other aspects of the SUBCONTRACTOR's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the SUBCONTRACTOR's principals and employees, and as appropriate, the SUBCONTRACTOR's agents and sub-tier Subcontractors.

(2) An internal control system.

(i) The SUBCONTRACTOR's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the SUBCONTRACTOR's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the SUBCONTRACTOR's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the SUBCONTRACTOR's code of business ethics and conduct and special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the SUBCONTRACTOR or a sub-tier Subcontractors thereunder, the SUBCONTRACTOR has credible evidence that a principal, employee, agent, or sub-tier Subcontractors of the SUBCONTRACTOR has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the SUBCONTRACTOR may make the disclosure to the agency OIG and WRPS authorized procurement representative responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the SUBCONTRACTOR shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The SUBCONTRACTOR shall include the substance of this clause, including this paragraph (d), in Subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

11.13 Document Transmittals – Master Submittal Register (MSR)

The SUBCONTRACTOR shall utilize the BUYER's document transmittal system for the exchange of data and information during the performance of Work under this Subcontract. Submittals indicated herein are documents that must be received and/or approved by BUYER prior to final acceptance of the work.

Master Submittal Register (MSR) Form A-6005-317 is included as an attachment to the Subcontract and identifies the required SUBCONTRACTOR submittals. SUBCONTRACTOR information shall be transmitted using TOC Incoming Letter of Transmittal (form A-6005-315) to the address indicated therein.

Submittals may be transmitted electronically to TOCVND@rl.gov or a BUYER designated File Transfer Protocol (FTP) site. For electronic transmittals, all transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description. Document submissions shall **not** include password protected files.

11.14 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (FAR 52.203-17)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Subcontractor shall inform its employees in writing, the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Subcontractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

11.15 Conditions and Risks of Work

The SUBCONTRACTOR represents that it has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all other conditions relevant to the Work and the SUBCONTRACTOR assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the BUYER, fully complete the Work for the stated Subcontract price without further recourse to the BUYER.

12. List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract.

SUBCONTRACTOR is responsible for downloading and complying with the applicable revision as identified below.

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

<http://www.hanford.gov/tocpmm/page.cfm?page=11>

Attachment No.	Title	Revision	Date
1	Statement of Work	0	09/08/2016
2	Specification 15-2-007	1	09/08/2016
3	Weather Enclosure Crane Data sheet 210LP-PA-BC-CRN-001	1	
4	Preliminary Hazard Analysis (<i>PHA ID:32</i>)		10/01/2014
5	Compensation Schedule		
6	General Provisions	5	08/24/2016
7	Supplemental Provisions Firm Fixed Price Subcontract	3	02/08/2016
8	On-Site Work Provisions	3	08/09/2016
9	Service Contract Act Wage Determination TBD		
10	Master Submittal Register (MSR)	0	09/08/2016
11	Quality Assurance Requirements (QAR)	0	09/07/2016
12	<u>TOC Incoming Letter of Transmittal</u>		
13	Request for Information (RFI) A-6003-417	7	

The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this Subcontract. This signature represents certification that all submissions (including electronic) associated with this Subcontract award are accurate, current, and complete.

Authorizing Signatures:

Subcontractor

Washington River Protection Solutions, LLC

DO NOT SIGN

Name
Title
Phone: () -

Date

Alice Hendrickson
Procurement Specialist
Phone: (509) 376-9225