November 26, 2019

Dear Potential Offeror:

SOLICITATION NUMBER 331832 “AW-02E Pump and Jumper Replacement Project Equipment Fabrication”

Washington River Protection Solutions, LLC (WRPS) requests proposals for “AW-02E Pump and Jumper Replacement Project Equipment Fabrication”. 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 due date is 5:00 PM PST on Wednesday, December 18, 2019, as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Ana Rodriguez,
Procurement Specialist

Attachment
# SOLICITATION CONTENTS

PART A – SOLICITATION

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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 Master Agreement type of subcontract to provide “AW-02E Pump and Jumper Replacement Project Equipment Fabrication”. Contract Type is 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.

For those Solicitations that are posted to the WRPS external website https://www.hanford.gov/tocpmn/ Current Requests for Proposal, all amendments will be updated on that same site. Potential Bidders are responsible for checking the postings for the updates and amendments.

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 (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.
2.1 Deadline

The proposal is due 5:00 PM PST on Wednesday, December 18, 2019.

2.2 Identification and Delivery

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

Response to Solicitation No. **333413**
Ana Rodriguez, 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:

851 Smartpark St.
Richland, WA 99354

**Procurement Specialist Contact Information:**

Name: Ana Rodriguez
Phone Number: (509)376-2739
Email Address: Ana_F_Rodriguez_Ortiz@rl.gov

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

2.3 Withdrawal

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

2.4 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than 5:00 PM PST on Wednesday, December 11, 2019. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

3.0 Basis for Award
WRPS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror submitting the lowest evaluated price among offers that meets all requirements of the solicitation. This solicitation provides the basis for WRPS’s evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a subcontract based upon initial offers and without further discussions with offerors. Offeror should provide their best price and technical offers initially.

3.1 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’s 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 competitive submissions. Therefore, the following Qualification Standards have been established that must be fully met in order for an Offeror to be considered for award. In order to be considered for award, Offerors shall possess at a minimum the following qualifications.

- The Offeror shall have a documented and implemented quality assurance program which is consistent with the applicable criteria of requirements identified on site form A-6006-661 Quality Assurance Requirements for req. 333413 dated 15/05/19

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

3.2 Evaluation Exclusive of Options

WRPS will evaluate offers for award purposes including only the price for the basic requirements. The basic requirement is Task 1 through 4, 6, and 10. Task 5, 7 through 9, and 11 through 13 are options.

4.0 Proposal Instructions

4.1 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.
4.1.1 Volume I – Technical Proposal

WRPS will evaluate Offeror’s technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror’s proposal must contain a brief discussion of its technical qualifications and capabilities. The proposal at a minimum shall include the following (no particular order, items may be combined):

- An acknowledgement that the Statement of Work is fully understood and that Offeror has resources qualified to perform the work.
- Concurrence of the requirements established within this scope of work.
- Firm’s capabilities and resources for completing the requirements.
- Fabrication shop capabilities and a list of anticipated equipment to be used for this work scope.
- If applicable, describe project organization structure that identifies the relationships between the Prime Offeror, teaming partners, lower-tier subcontractors and proposed Key Personnel.
- Past Performance Experience and Data.
- SolidWorks experience.
- Previous jumper fabrications.
- Work Plan and schedule for the project.
- Description of how the jumper fabrication will be performed (equipment, instruments, test equipment, jig, etc.). Reference Attachment A.
- List of long lead materials and leads times
- Clearly identify any and all assumptions.

4.1.2 Volume II – Business and Price Proposal

Your proposal shall include pricing for task 1 through 4, 6, and 10. Task 5, 7 thought 9, and 11 through 13 are options and will be negotiated if and when enacted. Cost breakdown/basis of proposal is required; use the Price Summary Form (Exhibit 1) or offerors pricing form to submit the basis of your proposal. Please provide detailed description on cost/pricing information (i.e., hourly rate breakdown). Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

4.1.2.1 Pricing and Estimating Assumptions

All pricing and estimating assumptions shall be clearly delineated and included in this section of the Price Proposal. These statements shall be included to ensure the Offerors proposal is fully understood with the basis for the proposed costs and be properly evaluated.
4.1.2.2 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.

4.1.3 Volume III- Quality Assurance Program Manual

The Offeror shall submit one uncontrolled copy of their Quality Assurance (QA) Program Manual. 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.

4.1.4 North American Industry Classification (NAICS) Code and Size Standard

The authorized procurement representative has determined that North American Industry Classification System (NAICS) Code 333911 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is 500. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is five hundred (500) employees.

4.1.5 Representations and Certifications

WRPS, relies upon Subcontractor’s current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted are current and accurate;
3. 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;
4. All Subcontractor employees who may work on WRPS’s premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Subcontractor agrees to the testing of assigned employees under WRPS’s program for controlled substances;

5. Subcontractor’s information in the WRPS’s registration system is current (no more than 12 months old); and

6. Subcontractor will update SAM on an annual basis.

In addition, the Offeror will need to be registered with WRPS through its vendor registration website 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.

4.1.6 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:

- Pricing Summary & Hour (Exhibit 1 & 2)
- Organizational Conflict of Interest Disclosure (Exhibit 3).
- Past Performance Data Form (Exhibit 4).
- Proposed Lower-Tier Subcontractors (Exhibit 5).
- Agreement Exceptions (Exhibit 6).

4.1.7 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.

4.1.8 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.

4.1.9 Proposal Validity Period

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

4.1.10 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.

5.0 Notices

5.1 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.

5.2 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.

5.3 Buy American Certificate (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The
terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(b) Foreign End Products:

<table>
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<tr>
<th>Line Item No.</th>
<th>Country of Origin</th>
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<td>[List as necessary]</td>
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5.4 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 awards that are more than $3,000 and considered commercial or noncommercial Services (except for commercial Services that are part of the purchase of a Commercial Off the Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications) performed by the COTS provider, and are normally provided for that COTS item) or Construction. Subcontractors who are only suppliers are not subject to E-Verify.

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.

5.5 Government Furnished or Acquired Property


5.6 Foreign Nationals

SUBCONTRACTORS intending to propose use of any Foreign National (non-US citizens), shall indicate their intent as part of the SUBCONTRACTOR’S proposal submission. After being selected for Subcontract Award but prior to start of performance: Foreign National requests will be processed in accordance with Hanford
Site Security procedures, DOE Order 142.3a entitled Unclassified Foreign Visits & Assignment Program and Mission Support Alliance (MSA) Procedure MSC-PRO-SEC-392 entitled Unclassified Visits & Assignment by Foreign Nationals. Information for processing requests shall be submitted regardless if the Foreign National works on the Hanford site or elsewhere. Processing of any request are required to be completed/approved prior to commencement of any work. The lead time for processing Foreign National requests can take up to several months depending upon the country of origin and the subject matter involved. If Foreign Nationals are considered for use at any time under a Subcontract, SUBCONTRACTORS shall notify the Procurement Specialist and Hanford Security of the change. SUBCONTRACTORS shall adhere to the requirements for processing and approval as identified above for any changes in Foreign National use.
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Pricing Summary Form</td>
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<tr>
<td>2</td>
<td>Hourly Rate Summary (Fully Burdened thru Profit)</td>
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<tr>
<td>3</td>
<td>Organizational Conflict of Interest Disclosure</td>
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<td>4</td>
<td>Past Performance Data Form</td>
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<td>5</td>
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<td>6</td>
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PART C – MODEL SUBCONTRACT

<table>
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<th>Issued By:</th>
<th>Subcontractor:</th>
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<tbody>
<tr>
<td>Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352</td>
<td>TBD</td>
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</table>

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: **AW-02E Pump and Jumper Replacement Project Equipment Fabrication**

1. **Period of Performance:** The Subcontract period of performance is specified as: TBD

2. **Contract Type:** Firm Fixed Price (FFP)

3. **Total Value of Subcontract:** TBD

4. **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.

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<tr>
<th>Line</th>
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<tr>
<td>1</td>
<td>Task 1 – Jumper Fabrication</td>
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<td>2</td>
<td>Task 2 – Valve Gear Operator Fabrication</td>
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<tr>
<td>3</td>
<td>Task 3 – AW-02E Cover Plate Fabrication</td>
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</tr>
<tr>
<td>4</td>
<td>Task 4 – Concrete Disposal Box Fabrication</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Task 6 – Work Platform Fabrication</td>
<td>$0.00</td>
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<tr>
<td>6</td>
<td>Task 10 – Pump Removal Mock-up Exercise</td>
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**Grand Total** $0.00
5. **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.

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

   Ana Rodriguez, Procurement Specialist  
   Rebecca Hewson, Procurement Specialist  
   Michael Voss, Manager, Material Procurement  
   J. M. Legarreta, Manager, Procurement

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

   Name: Nancy Harville  
   Phone: (509) 373-5540  
   Mail Stop: S7-02

8. **Quality Assurance Requirements**

8.1 **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.

8.2 **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 & NQA-1a edition 2009. 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.

8.3 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.

8.4 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:

2. Current and valid visual acuity examination. The examination must be performed annually.

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

8.5 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.

8.6 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.

8.7 Liquid Penetrant Material Certification

(B46) Rev. 0 02/22/00

A certification of contaminant content shall be furnished for each batch number of penetrant, cleaner, developer, and emulsifier provided. The certification shall include the test results which meet the requirements of ASME Section V, Article 6, and the latest mandatory addenda or Purchase Order/Contract Order specified addenda. All materials and reports are subject to review and acceptance by the Buyer.

8.8 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.
8.09 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.

8.10 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](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.

### 8.11 Certificate of Conformance

(B79) Rev. 5 09/21/2016

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. 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 OCRWM-related and Quality Level 1 & 2 items and services; 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 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.

9.2 Options

WRPS may exercise its option to acquire the optional services prior to the expiration of this Subcontract. WRPS shall issue a written notice of its intent to exercise the option thirty (30) days prior to the option’s effective date. The actual exercise of the option shall be formalized via a Subcontract modification.

OPTION - Task 5 – BETA SHIELDING DEPLOYMENT SYSTEM GEN II FABRICATION
OPTION - Task 7 – SPRAY RING FABRICATION
OPTION - Task 8 – pump ROTATION tool Fabrication
OPTION - Task 9 – RISER GO/NO-GO GAUGE FABRICATION
OPTION - Task 11 – HOSES FABRICATION
OPTION - Task 12 – TOP HAT LID FABRICATION
OPTION - Task 13 – DOSIMETRY TREE SYSTEM Fabrication

9.3 Buy American Act - Supplies

It is the Buyer’s preference to purchase domestic end products in accordance with the Buy American Act (BAA) (FAR 25). Subcontractor certifies that all products supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated, and authorized by the Buyer prior to award.

*Materials used in this Subcontract must be domestic end products as defined in FAR 52.225-1 unless the Buyer, prior to award of the Subcontract, approves a request for exemption. Subcontractor requests to supply foreign materials must include adequate information for evaluation of the request as identified in FAR 52.225-1.*
9.4 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

9.5 Organizational Conflicts of Interest (DEAR 952.209-72) – Alternate 1 (Modified)

(a) Purpose. The purpose of this clause is to ensure that the SUBCONTRACTOR (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the SUBCONTRACTOR and any of its affiliates or their successors in interest (hereinafter collectively referred to as "SUBCONTRACTOR") in the activities covered by this clause as a subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of SUBCONTRACTOR's Work Product.

(i) The SUBCONTRACTOR shall be ineligible to participate in any capacity in Department of Energy (DOE) subcontracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the SUBCONTRACTOR's performance of work under this Subcontract for a period of five years after the completion of this Subcontract. Furthermore, unless so directed in writing by the WRPS Procurement Representative, the SUBCONTRACTOR shall not perform any advisory and assistance services work under this Subcontract on any of its products or services or the products or services of another firm if the SUBCONTRACTOR is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the SUBCONTRACTOR from competing for follow-on subcontracts for advisory and assistance services.

(ii) If, under this Subcontract, the SUBCONTRACTOR prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the SUBCONTRACTOR shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The SUBCONTRACTOR shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the DOE contracting officer or the WRPS Procurement Specialist, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the SUBCONTRACTOR from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.
(i) If the SUBCONTRACTOR, in the performance of this Subcontract, obtains access to information, such as WRPS or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the SUBCONTRACTOR agrees that without prior written approval of the WRPS Procurement Specialist it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for WRPS or the DOE based on such information for a period of six (6) months after either the completion of this Subcontract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to WRPS or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the DOE.

(ii) In addition, the SUBCONTRACTOR agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Subcontract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The SUBCONTRACTOR may use technical data it first produces under this Subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this Subcontract.

(c) Disclosure after award. (1) The SUBCONTRACTOR agrees that, if changes, including additions, to the facts disclosed by it prior to award of this Subcontract, occur during the performance of this Subcontract, it shall make an immediate and full disclosure of such changes in writing to the WRPS Procurement Specialist. Such disclosure may include a description of any action which the SUBCONTRACTOR has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. WRPS may, however, terminate the Subcontract for convenience if it deems such termination to be in the best interest of the Government. (2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the WRPS Procurement Specialist, WRPS may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Subcontract,
including the existence of an actual or potential organizational conflict of interest at the time of or after award, WRPS may terminate the Subcontract for default, disqualify the SUBCONTRACTOR from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Subcontract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the WRPS Procurement Specialist and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of WRPS and the Government, the WRPS Procurement Specialist may grant such a waiver in writing.

(f) (1) The SUBCONTRACTOR shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this Subcontract of any such lower-tier subcontracts for advisory and assistance services, the SUBCONTRACTOR shall obtain from the proposed lower-tier subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the lower-tier subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the SUBCONTRACTOR. If the conflict cannot be avoided or neutralized, the SUBCONTRACTOR must obtain the approval of the WRPS Procurement Specialist prior to entering into the lower-tier subcontract.

9.6 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 multiagency 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 multiagency 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.

9.7 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 LAWPSVENDOR@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.

9.8 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.

The Subcontractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

9.9 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.
9.10 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

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