

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
COMMERCIAL GENERAL PROVISIONS  
August 6, 2019, Revision 11**

**TABLE OF CONTENTS**

DEFINITIONS.....	1
ARTICLE 1.0 ORDER OF PRECEDENCE .....	2
ARTICLE 2.0 SUBCONTRACT COMPLIANCE .....	3
ARTICLE 3.0 WAIVER.....	3
ARTICLE 4.0 WARRANTY.....	3
ARTICLE 5.0 INDEMNITY .....	4
ARTICLE 6.0 NUCLEAR SAFETY AND INDEMNITY .....	4
ARTICLE 7.0 ASSIGNMENT .....	4
ARTICLE 8.0 CHANGES.....	5
ARTICLE 9.0 SUSPENSION OF WORK* .....	5
ARTICLE 10.0 TERMINATION FOR CONVENIENCE.....	6
ARTICLE 11.0 TERMINATION FOR CAUSE .....	6
ARTICLE 12.0 LAWS AND REGULATIONS.....	6
ARTICLE 13.0 DISPUTES .....	6
ARTICLE 14.0 SUSPECT AND COUNTERFEIT ITEMS.....	7
ARTICLE 15.0 TAXES.....	7
ARTICLE 16.0 HOLIDAY AND WORK SCHEDULES.....	8
ARTICLE 17.0 INVOICING AND PAYMENT.....	8
17.1 General Invoice Requirements.....	8
17.2 Rejection of Invoices .....	9
17.3 Withholding Invoice Payments.....	9
17.4 Right to Offset.....	10
17.5 Interest Payment.....	10
17.6 Accruals .....	10
17.7 Final Payment .....	11
ARTICLE 18.0 PAYMENTS AND TITLE .....	11
ARTICLE 19.0 CONFIDENTIAL AND PROPRIETARY INFORMATION.....	11
ARTICLE 20.0 SUSTAINABLE ACQUISITION PRODUCTS AND SERVICES .....	12
ARTICLE 21.0 SUPPLEMENTAL TERMS & CONDITIONS.....	12

**DEFINITIONS**

Whenever used in this document, the following definitions shall apply unless the content indicates otherwise.

**Authorized Procurement Representative.** The term “authorized procurement representative” shall be a person with authority to enter into and administer Subcontracts and make related determinations and findings. These individuals are identified with the associated authority in the body of the Subcontract.

**Buyer’s Technical Representative (BTR).** The term “Buyer’s Technical Representative (BTR)” means the individual responsible for providing technical direction to the SUBCONTRACTOR. The BTR does not possess any explicit, apparent or implied authority to modify Subcontract terms and conditions.

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
COMMERCIAL GENERAL PROVISIONS  
August 6, 2019, Revision 11**

**BUYER.** The term “BUYER” means Washington River Protection Solutions (WRPS).

**Commercial Item.** The term Commercial Item or “item” shall mean any item or service including minor modifications thereto which is customarily used for non-governmental purposes and have been or will be sold, leased, or licensed to the general public.

**Government.** The term “Government” shall mean the United States of America and includes the U.S. Department of Energy (DOE) Office of River Protection (ORP), or any duly authorized representative thereof, including the BUYER’s Administrative Contracting Officer (ACO).

**Head of the Procurement Activity.** The term “Head of the Procurement Activity” means the individual who has the overall responsibility for the operations of the WRPS Procurement Office.

**Lower-Tier Subcontractors.** The term “lower-tier Subcontractors” refers to companies or individuals with whom the SUBCONTRACTOR has purchase orders and rental agreements for materials or equipment, and other services not performed directly by the SUBCONTRACTOR under this Subcontract.

**SUBCONTRACTOR.** The term SUBCONTRACTOR refers to the company, person or organization, including all lower-tier Subcontractors, performing Work under this Subcontract.

**Subcontract.** The term Subcontract shall mean this Subcontract or Purchase Order between the BUYER and SUBCONTRACTOR including its terms, conditions, clauses, provisions, written direction and instructions, releases, and documents.

**Work.** The term “Work” includes all material, labor, tools, and all appliances, machinery, and transportation, necessary to perform and complete the Subcontract’s requirements, and such additional items not specifically indicated or described that can be reasonably inferred as required to complete the Subcontract.

**ARTICLE 1.0 ORDER OF PRECEDENCE**

In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, including the Authorized Procurement Representative’s written direction and instructions, and other documents (collectively, the ‘Subcontract’), the following order of precedence shall govern resolution:

- (i) Amendments (e.g. Modifications) ;
- (ii) Contract Agreement (i.e. Subcontract, Purchase Orders, and Release or Task Orders);
- (iii) (iii) Special Provisions;
- (iv) On-Site Work Provisions;
- (v) Construction Provisions;
- (vi) Supplemental Provisions;
- (vii) General Provisions;
- (viii) Statement of Work (‘SOW’);
- (ix) Technical Specifications; and
- (x) Drawings.

Nothing recited above shall be construed as superseding or deleting any applicable statute, rule, ordinance, or regulation (collectively, the ‘Laws’). In the event of a conflict with Laws, the specific conflicting term

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)**  
**COMMERCIAL GENERAL PROVISIONS**  
**August 6, 2019, Revision 11**

of the Subcontract shall be considered null and without effect, Laws shall govern. All remaining terms unaffected by said Laws should continue in force.

All correspondence, questions, and items concerning interpretation or clarification of subcontracts shall be submitted in writing to the Authorized Procurement Representative.

Subject to the provisions of the "Changes" clause contained herein, all determinations, instructions, and clarifications provided by the Authorized Procurement Representative shall be final and conclusive unless the SUBCONTRACTOR believes such determinations, instructions or clarifications result in a conflict within the Subcontract and/or attachments, in which case the SUBCONTRACTOR shall identify such perceived conflict to the Authorized Procurement Representative prior to proceeding under the terms of the Disputes clauses.

**ARTICLE 2.0 SUBCONTRACT COMPLIANCE**

By signing this Subcontract or starting performance, the SUBCONTRACTOR agrees to comply with the terms and conditions, specifications and other documents that this agreement incorporates by reference or attachment. The specifications, drawings and documents referred to herein is the entire agreement between the parties. Only the BUYER's authorized procurement representative as specified in this agreement has the authority to enter into, administer, and/or terminate this agreement and make related determinations and findings.

**ARTICLE 3.0 WAIVER**

The BUYER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Subcontract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by the BUYER shall be valid unless such waiver is in writing, signed by the BUYER's authorized procurement representative, supported by consideration and specifies the extent and nature of the rights or benefits being waived. In the event any Provision, or any part or portion of any Provision of this Subcontract should be found to be invalid, void or otherwise unenforceable, such finding shall not affect the remaining part or portions of that provision, or any other provision.

**ARTICLE 4.0 WARRANTY**

The SUBCONTRACTOR warrants that all items and services conform to Subcontract specifications, drawings, and other descriptions and will be of merchantable quality, fit and sufficient for the purposes for which they are intended as evidenced in the Subcontract. Warranty shall begin upon the BUYER's acceptance and extend for a period of (1) the manufacturer's warranty or one year, whichever is longer, if the SUBCONTRACTOR is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if the SUBCONTRACTOR is the manufacturer of the item or has modified it. If any nonconformity is discovered within that time, the SUBCONTRACTOR shall promptly repair or replace such items or re-perform services. Transportation of replacement items, return of nonconforming items and repeat performance of services shall be at the SUBCONTRACTOR's expense. If repair, replacement or re-performance of services is not timely, the BUYER may elect to return the nonconforming items, repair, replace and/or re-procure the item or service at the SUBCONTRACTOR's expense. This warranty shall restart upon the BUYER's acceptance of the repair, replacement or re-performance.

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)**  
**COMMERCIAL GENERAL PROVISIONS**  
**August 6, 2019, Revision 11**

**ARTICLE 5.0 INDEMNITY**

The SUBCONTRACTOR agrees to assume the risk of and to release, defend, indemnify and hold harmless the BUYER, the Government, affiliated companies and their directors, officers, employees, agents and representatives, from and against all loss, damage, liability, cost and expense (including attorney's fees) arising out of any (1) failure to comply with any law, ordinance, regulation, rule or order, (2) injury (including death) to any person or (3) damage to any property in any way connected with the performance of this Subcontract in accordance with the State of Washington Comparative Fault Statute (RCW 4.22). The SUBCONTRACTOR agrees to indemnify, hold harmless and defend the BUYER and the Government from and against all laborers', materialman's, mechanics', or other liens arising from the performance of the SUBCONTRACTOR's obligations under this Subcontract and shall keep the premises of the BUYER and the Government free from all such claims, liens, and encumbrances.

To the extent that the SUBCONTRACTOR, SUBCONTRACTOR's employees or lower-tier Subcontractors are covered by the Washington Industrial Insurance Act (RCW Title 51 including any amending, substitute or replacement statutes) or any other industrial insurance, worker's compensation or similar act (Acts), SUBCONTRACTOR specifically waives any and all immunity provided by these Acts.

**ARTICLE 6.0 NUCLEAR SAFETY AND INDEMNITY**

The provisions of 48 CFR 952.250-70, *Nuclear Hazards Indemnity Agreement (Jun 1996)*, are incorporated by reference into these terms and conditions for the delivery of any product or service which has nuclear safety implications. The SUBCONTRACTOR shall flow down these provisions to all lower-tier Subcontractors unless expressly waived in writing by the BUYER's authorized procurement representative.

The SUBCONTRACTOR will be indemnified by the U.S. Department of Energy (DOE) against (i) claims for public liability, and (ii) legal costs arising from any nuclear incident under the provisions of 48 CFR 952.250-70. However, the SUBCONTRACTOR and its lower-tier Subcontractors and suppliers that are indemnified are subject to civil penalties under provisions of the Atomic Energy Act of 1954, as amended, for violations of DOE nuclear safety related rules, regulations, and orders. In addition, directors, officers, and employees of the SUBCONTRACTOR and its lower-tier Subcontractors that are indemnified are subject to criminal penalties for knowing and willful violations.

**ARTICLE 7.0 ASSIGNMENT**

The SUBCONTRACTOR shall not assign any of the duties or rights or any claim arising out of or related to this Subcontract, whether arising in tort, Subcontract or otherwise, without the written consent of the BUYER's authorized procurement representative. Any unauthorized assignment is void and unenforceable. These conditions and the entire Subcontract are binding on the heirs, successors, and assigns of the SUBCONTRACTOR.

The BUYER's authorized procurement representative may assign this Subcontract, in whole or in part to the Government or to such party as the Government may designate to perform the BUYER's obligations hereunder. Upon receipt by the SUBCONTRACTOR of written notice that the Government or a party so designated by the Government or the BUYER has accepted an assignment of this Subcontract, the BUYER shall be relieved of all responsibility hereunder and the SUBCONTRACTOR shall thereafter look solely to such assignee for performance of the BUYER's obligations.

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)**  
**COMMERCIAL GENERAL PROVISIONS**  
**August 6, 2019, Revision 11**

**ARTICLE 8.0 CHANGES**

Changes in the terms and conditions of this Subcontract may be made only by written agreement of the parties. The SUBCONTRACTOR shall not suspend performance of this Subcontract during the review and negotiation of any change, except as may be directed by the BUYER's authorized procurement representative. The SUBCONTRACTOR shall not perform changes to this Subcontract until the BUYER's authorized procurement representative has provided written direction.

**ARTICLE 9.0 SUSPENSION OF WORK\***

The authorized procurement representative may order the SUBCONTRACTOR, in writing, to suspend, delay, or interrupt all or any part of the Work of this Subcontract for the period of time that the BUYER's authorized procurement representative determines appropriate for the convenience of the BUYER. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Such suspensions under this Subcontract shall not exceed one hundred eighty (180) consecutive calendar days each or, in aggregate more than two hundred seventy (270) calendar days.

Upon receiving any such notice of suspension, the SUBCONTRACTOR shall promptly suspend further performance of the Work to the extent specified, and during the period of such suspension shall properly care for and protect all Work in progress and materials, supplies and equipment that the SUBCONTRACTOR has on hand for performance of the Work. Upon the request of the BUYER's authorized procurement representative, the SUBCONTRACTOR shall promptly deliver to the BUYER's authorized procurement representative copies of outstanding Subcontracts of the SUBCONTRACTOR, and shall take such action relative to such Subcontracts as may be directed by the BUYER's authorized procurement representative. The SUBCONTRACTOR shall use its best efforts to utilize its material, labor, and equipment in such a manner as to mitigate costs associated with the suspension.

The BUYER may at any time withdraw the suspension of Work as to all or part of the suspended Work by written notice to the SUBCONTRACTOR specifying the effective date and scope of withdrawal, and the SUBCONTRACTOR shall resume diligent performance of the Work for which the suspension is withdrawn on the specified effective date of withdrawal.

If the performance of all or any part of the Work exceeds the suspension days specified in this provision, an adjustment shall be made for any increase in the cost of performance of this Subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Subcontract shall be modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the SUBCONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other provision of this Subcontract. The SUBCONTRACTOR shall not be entitled to any profits or any damages because of such suspension or withdrawals of suspension.

A claim under this provision shall not be allowed for any costs incurred more than twenty (20) calendar days before the Subcontractor shall have notified the BUYER's authorized procurement representative in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Subcontract.

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
COMMERCIAL GENERAL PROVISIONS  
August 6, 2019, Revision 11**

**ARTICLE 10.0            TERMINATION FOR CONVENIENCE**

The BUYER reserves the right to terminate this Subcontract, or any part hereof, for its sole convenience. In the event of such termination, the SUBCONTRACTOR shall immediately stop all Work hereunder and shall immediately cause any and all of its lower-tier Subcontractors to cease Work. Subject to the terms of this Subcontract, the SUBCONTRACTOR shall be paid a percentage of the Subcontract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges the SUBCONTRACTOR can demonstrate to the satisfaction of the BUYER's authorized representative(s) using its standard record keeping system, have resulted from the termination. The SUBCONTRACTOR shall not be required to comply with the Federal Acquisition Regulations cost accounting standards or cost principles for this purpose. The SUBCONTRACTOR shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.

**ARTICLE 11.0            TERMINATION FOR CAUSE**

The BUYER may terminate this Subcontract, or any part hereof, for cause in the event of any default by the SUBCONTRACTOR, or if the SUBCONTRACTOR fails to comply with any terms and conditions, or fails to provide the BUYER, upon request, with adequate assurances of future performance. In the event of termination for cause, the BUYER shall not be liable to the SUBCONTRACTOR for any amount for supplies or services not accepted, and the SUBCONTRACTOR shall be liable to the BUYER for any and all rights and remedies provided by law. If it is determined that the BUYER improperly terminated this Subcontract for default, such termination shall be deemed a termination for convenience.

**ARTICLE 12.0            LAWS AND REGULATIONS**

The SUBCONTRACTOR shall comply with all applicable federal, state and local laws and ordinances and all pertinent lawful orders, rules and regulations. The SUBCONTRACTOR shall act as an independent entity and not as an agent or employee of the BUYER or the Government.

**ARTICLE 13.0            DISPUTES**

In the event that the parties cannot, through negotiations, reach agreement on any issue arising out of the Subcontract, the issue will be considered a dispute and shall be resolved in accordance with the following:

If efforts at resolution through good faith discussions and/or negotiations fail to resolve the dispute, the parties agree that before taking any other action, they will consider the use of Alternate Dispute Resolution (ADR). In the event that non-binding ADR is agreed upon, the site of the proceedings shall be Richland, Washington, unless otherwise agreed upon in writing by the parties. The rules for ADR and the selection of the mediator or arbitrator shall be determined by mutual agreement of the parties. If agreed, the mediator or arbitrator shall allocate cost, except that there shall be no pre-decisional interest costs, each party shall bear its discretionary costs, and the parties will equally share the cost of the mediator or arbitrator.

In the event ADR fails or is not used, primary jurisdiction for the resolution of any claim arising under this Subcontract shall reside in the United States Federal District Court for the Eastern District of Washington. If the requirements for jurisdiction in the United States District Court are not met, the litigation shall be brought in a Court of competent jurisdiction in Benton County, Washington. This Subcontract shall be enforced and interpreted, irrespective of the

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)**  
**COMMERCIAL GENERAL PROVISIONS**  
**August 6, 2019, Revision 11**

place of performance, in accordance with the Federal law of Government Contracts. To the extent that Federal law is not dispositive of an issue, the laws of the State of Washington shall be applied.

Unless otherwise directed in writing by the BUYER's authorized procurement representative, the SUBCONTRACTOR shall proceed diligently with the performance of the Subcontract pending final resolution of the dispute.

**ARTICLE 14.0 SUSPECT AND COUNTERFEIT ITEMS**

Notwithstanding any other provisions of this Subcontract, the SUBCONTRACTOR warrants that all items provided by the SUBCONTRACTOR shall be genuine, new, and unused unless otherwise specified or approved in writing by the BUYER. The BUYER reserves the right to question and/or require the SUBCONTRACTOR to certify and/or furnish proof regarding the quality, authenticity, application, or fitness for use of the items supplied by the SUBCONTRACTOR under this Subcontract. The SUBCONTRACTOR shall establish and implement appropriate measures to prevent the procurement and incorporation of suspect and counterfeit parts into the deliverable for this Subcontract. In addition, the SUBCONTRACTOR shall report to the BUYER's authorized procurement representative the discovery of suspect and counterfeit items in sufficient detail to establish all circumstances relative to the occurrence.

Any items furnished as part of this Subcontract and which have been previously found by the BUYER, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. The BUYER also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries into and reporting on, components determined to be counterfeit, shall be recovered by the BUYER from the SUBCONTRACTOR.

**ARTICLE 15.0 TAXES**

Unless the SUBCONTRACTOR is issued a direct pay permit by the BUYER, the SUBCONTRACTOR is required to collect the applicable Washington State sales or use tax and include this on each applicable invoice. Sales tax must be listed as a separate line item on the invoice as stated in 16.1D below. If the SUBCONTRACTOR is an out of state vendor with no nexus in the State of Washington, taxes will be paid by BUYER. SUBCONTRACTOR shall notify the Authorized Procurement Representative if they don't have a nexus in the State of Washington. All other Federal, State, county, municipal or other taxes must be included in the Subcontract amount and invoiced accordingly.

If as a result of this Subcontract, the SUBCONTRACTOR becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the SUBCONTRACTOR shall take such tax credit and assign such tax credit to the BUYER. If the SUBCONTRACTOR applies for the Washington State Business and Occupation Tax Credit for Research and Development spending, the SUBCONTRACTOR shall notify the Authorized Procurement Representative. The SUBCONTRACTOR shall fully cooperate with the BUYER in any tax audits, tax assessment reviews, or tax challenges.

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
COMMERCIAL GENERAL PROVISIONS  
August 6, 2019, Revision 11**

**ARTICLE 16.0 HOLIDAY AND WORK SCHEDULES**

Daily work schedules and facility operations are not uniform among Hanford Site Contractors. In addition, some organizations and facilities observe alternate Friday closures. Accordingly, before scheduling deliveries, the SUBCONTRACTOR shall make specific schedule arrangements for the delivery of materials with the BUYER's authorized procurement representative, Facility Manager, Delivery Warehouse Manager, or Building Manager. The BUYER will not be liable for the cost of any delays, demurrage, layover, extra travel days, or any additional costs which result from the SUBCONTRACTOR's failure to obtain a specific schedule in advance. Current Hanford Site Facility Closure days are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the following Friday), Christmas Eve and Christmas Day.

**ARTICLE 17.0 INVOICING AND PAYMENT**

This Article shall be applied to all Firm Fixed Price (FFP) invoices submitted to the BUYER. For Time and Material (T&M)/Labor Hour (LH) contract types, the invoicing and payment provisions are addressed in the T&M/LH supplemental payment provisions incorporated into this Subcontract and shall be referenced accordingly in processing a SUBCONTRACTOR payment request under these contract types. Failure to comply may result in delayed payment or returned invoice.

**17.1 General Invoice Requirements**

- A. Invoice Submission Requirements: Original invoices and supporting documentation shall be submitted no more than once a calendar month to the BUYER's Accounts Payable organization at the address below:

WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
Accounts Payable/Mail Stop: H1-40  
P.O. Box 850  
Richland, WA 99352  
Email electronic invoices to: [WRPSAPINVOICES@rl.gov](mailto:WRPSAPINVOICES@rl.gov).

- B. Invoice Payment Terms: The SUBCONTRACTOR shall prepare all invoices in a form satisfactory to and approved by the BUYER's authorized procurement representative. Except to the extent expressly stated elsewhere in this Subcontract, the invoice is payable thirty (30) calendar days after receipt by the BUYER of a properly marked and submitted invoice. Discounts are expected for earlier payments and shall be specifically incorporated in the Subcontract. All unit pricing and payments made shall be in United States dollars only, in the forms of cash, check or electronic transfer as may be agreed upon. Remittance will be made only to the remittance address on file for the SUBCONTRACTOR. Invoices from third parties or with different remittance instructions or addresses will not be processed. Invoices may be submitted electronically, if in an acceptable format. All invoice requirements still apply to electronic invoices.
- C. Invoice Certification. Submittal of an invoice constitutes the SUBCONTRACTOR's certification that materials, work and/or services have been delivered as specified on the invoice in accordance with the Subcontract. This invoice certification additionally represents that all invoiced hours and materials are true, accurate and correctly represent the invoiced costs to accomplish this Work on the Subcontract. Falsely invoicing costs may result in civil or criminal penalties as a violation of the Federal False Claims Act (31 USC 37296).

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)**  
**COMMERCIAL GENERAL PROVISIONS**  
**August 6, 2019, Revision 11**

D. Minimum Invoice Requirements: The invoice shall comply with following requirements:

- Invoices must be submitted in a format that reconciles to the Subcontract's Compensation (Billing) Schedule.
- Each Subcontract, Subcontract Release, or Purchase Order Number shall be invoiced separately.
- The invoice must clearly & legibly identify the SUBCONTRACTOR's name and invoice number, as well as Subcontract, Subcontract Release, or Purchase Order Number.
- Each invoice shall include the name and telephone number of the SUBCONTRACTOR's representative available to respond to invoice questions.
- Remittance will be made only to the remittance address on file for the SUBCONTRACTOR. Invoices from third parties or with different remittance instructions or addresses will not be processed.
- Questions or requests for exceptions shall be addressed to the BUYER's authorized procurement representative administering the Subcontract.
- Cash discounts will apply from the date a correct, properly supported invoice is received by the BUYER, or the date the goods are received, whichever is later.
- The SUBCONTRACTOR must indicate the quantity, unit description, and unit price for each item listed on an invoice.
- Invoices that include a total freight charge that is equal to or greater than one hundred dollars (\$100) must include a copy of the freight bill. If requested, the SUBCONTRACTOR must provide the weight, quantity, and shipping point. Subcontractor shall be reimbursed for reasonable freight charges as determined by the BUYER.
- If overtime is being invoiced, the BUYER's authorization is required to be included with the invoice submittal.
- Each invoice must include a separate line item for sales tax unless an exemption from sales tax is specifically cited in the body of the Subcontract or Purchase Order. Invoices that do not include a separate line item for sales tax will not be paid and will be returned to the Subcontractor/Vendor for correction.

### **17.2 Rejection of Invoices**

Any invoice submitted, which fails to comply with the terms of this Subcontract, including the requirements of form and documentation, may be returned to the SUBCONTRACTOR. Any costs associated with the resubmission of a proper invoice shall not be reimbursed by the BUYER. Final payment shall not relieve the SUBCONTRACTOR of any obligation under this Subcontract.

### **17.3 Withholding Invoice Payments**

The BUYER may, at its sole discretion, withhold payment due to, but not limited to, the following reasons:

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
COMMERCIAL GENERAL PROVISIONS  
August 6, 2019, Revision 11**

- Substandard work or delays in the Work not corrected promptly.
- Evidence that a claim has been or will be filed against the SUBCONTRACTOR.
  
- Evidence that lower-tier Subcontractors have not been properly paid.
- Failure to provide accrual reports by the 16th of each month as specified in the Subcontract provisions.

**17.4 Right to Offset**

The BUYER, without waiver or limitation of any rights or remedies of the BUYER, shall be entitled from time to time to deduct from any amounts due or owing by the BUYER to the SUBCONTRACTOR in connection with this Subcontract (or any other Subcontract with the BUYER), any and all amounts owed by the SUBCONTRACTOR to the BUYER or the Government in connection with this Subcontract.

**17.5 Interest Payment**

No interest is payable to the SUBCONTRACTOR for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment, and then only in accordance with the terms of the judgment.

**17.6 Accruals**

If the BUYER's authorized procurement representative requests accrual information, the SUBCONTRACTOR shall provide accruals monthly for the Subcontract's complete performance period to the BUYER's Accounts Payable organization. This shall be an estimate of the total billable cost from inception of the Subcontract through the current fiscal month end. The Fiscal Month Calendar can be accessed on the Hanford external web site. This information must be provided electronically between the 12th and the 16th of each month using the login information contained in the SUBCONTRACTOR's confirmation email when the SUBCONTRACTOR completed its initial vendor registration with the BUYER, Accruals are submitted through the Vendor Registration System at <http://www5.hanford.gov/vendreg>. Click on the accruals tab at the top of the screen and enter the current cost to date amount for the subcontract or release in the appropriate space. If you experience any technical difficulties, please contact us at [wrps\\_procurement@rl.gov](mailto:wrps_procurement@rl.gov). Alternative methods are email, or mail and must be submitted by the 16th of each month to the following address.

WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
ATTN: Accounts Payable / MSIN H1-40  
P.O. Box 850  
Richland, WA 99352  
Email: [awrps@rl.gov](mailto:awrps@rl.gov)

SUBCONTRACTOR "Monthly Contract to Date Cost Estimate Form," can be obtained at the following link:

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
COMMERCIAL GENERAL PROVISIONS  
August 6, 2019, Revision 11**

[https://www.hanford.gov/tocpmm/files.cfm/WRPS\\_Monthly\\_Contract-to-Date\\_Cost\\_Estimate\\_Form.doc](https://www.hanford.gov/tocpmm/files.cfm/WRPS_Monthly_Contract-to-Date_Cost_Estimate_Form.doc).

Accrual data must be provided for each Subcontract or Subcontract release until all SUBCONTRACTOR invoices are received and Work is complete.

**17.7 Final Payment**

Upon completion of the Work, the SUBCONTRACTOR will notify the BUYER's authorized procurement representative, in writing that the Work is complete and that final payment is due. The final invoice shall be clearly marked "FINAL PAYMENT" and submitted for reimbursement after completion and acceptance of Work by the BUYER and compliance by the SUBCONTRACTOR with all terms of this Subcontract. The final invoice shall be supported by all requested certifications and releases needed to close out the Subcontract including, but not limited to, the "Subcontractor Release of Claims." If the Work has been completed in accordance with this Subcontract, final payment will be made in accordance with the terms of this Subcontract. Final Payment shall not relieve the SUBCONTRACTOR of any obligation under this Subcontract.

**ARTICLE 18.0 PAYMENTS AND TITLE**

The SUBCONTRACTOR warrants full and unrestricted title to the Government for all items purchased under this Subcontract and is free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Excess items received that are of a nominal value shall be kept by the BUYER at no cost to the BUYER. All items received in excess of Subcontract requirements that are returned shall be returned at the SUBCONTRACTOR's expense.

The BUYER is entitled to offset and/or deduct any amount owed to the SUBCONTRACTOR under this Subcontract for any amounts owed the BUYER under this Subcontract or any other Subcontract with the BUYER.

**ARTICLE 19.0 CONFIDENTIAL AND PROPRIETARY INFORMATION**

The BUYER possesses information of a confidential and proprietary nature about businesses, products, services, and processes of the BUYER and the Government. This information, which relates to designs, technical experience, classified information, software, processing systems, databases, financial and other data, intellectual property including trade secrets, customers and vendors, personnel records, research, development, inventions, construction plans, manufacturing, engineering, accounting, bid data, sales and marketing including Subcontract terms, and any information generated pursuant to Work performed in accordance with the Subcontract (collectively, Confidential Information), constitutes a commercial asset of considerable value to the BUYER and the Government. The SUBCONTRACTOR shall use such Confidential Information only for the purpose of performing Work in accordance with the Subcontract and not disclose such Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written direction of the BUYER's authorized procurement representative or the Government, as appropriate. The SUBCONTRACTOR further shall make all reasonable efforts to require its employees and any others, including lower-tier Subcontractors, to maintain such Confidential Information in the strictest confidence.

Confidential Information shall not include the following:

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
COMMERCIAL GENERAL PROVISIONS  
August 6, 2019, Revision 11**

- Information that is acquired by the SUBCONTRACTOR from others who have no confidential commitment to the BUYER or the Government; or
- Information that is part of the public domain or becomes, without fault or participation of the SUBCONTRACTOR, part of the public domain, by publication or otherwise; or
- Information that is in the SUBCONTRACTOR's possession prior to the BUYER's or the Government's disclosure to it; or
- Information that is developed independently by the SUBCONTRACTOR; or
- Information that is required to be publicly disclosed under operation of law, for which the SUBCONTRACTOR will provide at least a five (5) working day notice to the BUYER's authorized procurement representative, as appropriate, before disclosure.

All drawings, specifications, prints, financial and other data, and any other written or electronically encoded materials (collectively, 'Documentation') furnished by the BUYER and the Government to the SUBCONTRACTOR shall remain the BUYER's property. In addition, all Documentation developed by the SUBCONTRACTOR in the performance of Work in accordance with the Subcontract shall become the BUYER's property. Upon completion of Work, the SUBCONTRACTOR shall either destroy or return such Documentation and any other Confidential Information reduced to tangible or electronic form, including copies thereof, to the BUYER's authorized procurement representative unless the BUYER's authorized procurement representative consents to otherwise.

Nothing contained in the Subcontract, or in any disclaimer made by the BUYER or the Government, shall be construed to grant the SUBCONTRACTOR any license or other rights in or to disclosed Confidential Information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.

In the event that Work performed by the SUBCONTRACTOR in accordance with the Subcontract involves the collection or generation of data on persons or associations, the SUBCONTRACTOR shall maintain strict confidentiality of records in accordance with the Privacy Act of 1974 (5 U.S.C. 552a), provisions of the Fair Credit Reporting Act (15 U.S.C. 1681), and applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

**ARTICLE 20.0 SUSTAINABLE ACQUISITION PRODUCTS AND SERVICES**

In the performance of this Subcontract, the SUBCONTRACTOR shall specify, furnish, and use sustainable acquisition products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Subcontract requirements and the intended end use of the products or services. Information on sustainable acquisition products and services is available at: <https://www.epa.gov/greenerproducts>. In addition, if the Subcontract award exceeds the simplified acquisition threshold and has \$100,000 of sustainable acquisitions, the SUBCONTRACTOR shall comply with DEAR 952.223-78, Sustainable Acquisition Program (Oct 2010).

**ARTICLE 21.0 SUPPLEMENTAL TERMS & CONDITIONS**

In as much as Government funds are being used to make payment against this Subcontract, the following Federal Acquisition Regulations (FAR) clauses are hereby incorporated by reference into this Subcontract and shall apply as applicable. For these specific provisions, CONTRACTOR means

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)  
COMMERCIAL GENERAL PROVISIONS  
August 6, 2019, Revision 11**

SUBCONTRACTOR ADMINISTRATIVE CONTRACTING OFFICER or (ACO) means AUTHORIZED PROCUREMENT REPRESENTATIVE, HEAD OF THE CONTRACTING ACTIVITY means HEAD OF THE PROCUREMENT ACTIVITY and CONTRACTING OFFICER means the assigned BUYER's authorized procurement representative. The text of the FAR clauses may be obtained from the BUYER's authorized procurement representative upon request or by linking to the federal procurement regulations via the BUYER's external web site or go to the link at: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>.

**Applicable to all orders:**

1. FAR 52.222-50, Combating Trafficking in Persons (Aug 2007)
2. FAR 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006).
3. FAR 52.247-64, Preference for Privately Owned U.S. - Flag Commercial Vessels (Feb 2006).

**Applicable to all orders over \$2,500:**

4. FAR 52.222-41, Service Contract Act of 1965, as amended (Nov 2007).

**Applicable to all orders over \$3,500:**

5. FAR 52.222-54, Employment Eligibility Verification (January 2009).\*

**Applicable to all orders over \$10,000:**

6. FAR 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996).
7. FAR 52.222-26, Equal Opportunity (Mar 2007).
8. FAR 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998).
9. FAR 52.222-62, Paid Sick Leave Under Executive Order 13706, (Jan 2017).\*

**Applicable to all orders over \$30,000:**

10. FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006).\*

**Applicable to all orders over \$100,000:**

11. FAR 52.222-35, Affirmative Action for Special Disabled Veterans and Veterans of the Vietnam Era (Sep 2010).

**Applicable to all orders over \$150,000:**

12. FAR 52.203-17, Contractor Employee Whistleblower (Apr 2014)
13. FAR 52.219-8, Utilization of Small Business Concerns (May 2004).

**WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)**  
**COMMERCIAL GENERAL PROVISIONS**  
**August 6, 2019, Revision 11**

**Applicable to all orders over \$5,000,000:**

14. FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010).