

SUPPLY CHAIN MANAGEMENT

Ryan Hodges
Sr. Subcontract Administrator
SLAC MS 01
rhodges@slac.stanford.edu
650-926-3464

March 7, 2023

Re: Request for Proposal (RFP) SLAC 335899(RH): LCLS-II-HE Conduit Bundles Assembly Fabrication

Dear Offerors,

SLAC National Accelerator Laboratory, sometimes referred to as “University,” “SLAC,” or “Laboratory,” invites you to submit a firm-fixed price proposal for infrastructure, tooling, equipment, and material to fabricate, assemble, inspect, test and transport forty-nine (49) electrical conduit bundles for the LCLS-II-HE Project. The proposal shall be in accordance with the Statement of Work (SOW), “LCLS-II-HE Conduit Bundles Assembly Fabrication,” Document Number: LCLSII-HE-1.3-SW-0637-R0, dated October 18, 2022, all drawings, and specifications referenced in the Section C - Statement of Work.

Your proposal must be received no later than **March 24, 2023 @ 5:00pm PST** and must be valid for 90 days after submission. Submissions must be provided by electronic files in PDF format.

Please carefully read all sections in the RFP solicitation package. A technical and business proposal are required. Technical and business proposals must be in separate volumes. Pricing information, of any kind, shall not be included in the technical proposal. Refer to Section L as it provides further instruction to offerors. Section M provides evaluation information. Offerors shall complete the following enclosure(s) and submit with the proposal response volumes:

1. Section A – Subcontract Award Form
2. Section B – Supplies or Services and Price/Costs
3. Section F – Deliveries or Performance
4. Section H – Special Terms and Conditions
 - Special Article A - Milestone Payments Schedule
 - Special Article B – Key Personnel
5. Section J (List of Attachments)
 - Past Performance Questionnaire (Attachment 1) – Complete
 - Buy American Act Certification (Attachment 2) – Complete
 - Small Business Subcontracting Plan (Attachment 3) – Complete if applicable. If not applicable, write “Not Applicable” on form and include supporting rationale.
 - Offeror’s Request for Clarifications (Attachment 4) Complete if applicable. Offerors shall submit to Procurement Specialist by **March 13, 2023 @ 5pm PST**
6. Section K – Representations and Certifications
 - Representations and Certifications Supplemental Form
 - International Representations and Certifications (Complete if outside of the U.S.)

Requests for Clarifications (Attachment 4), listed in enclosures, must be submitted by the due date. Questions and/or comments submitted after the specified date and time may not be answered prior to the proposal due date. Questions or comments should be submitted by email only and addressed to the Procurement Representative at the email address listed below. Answers to questions that pertain to the interpretation of SLAC's requirements will be issued to all Offeror's in writing prior to the proposal submission deadline.

Procurement Schedule

<u>Milestone</u>	<u>Estimated Completion Date</u>
RFP Issued	March 6, 2023
Offeror's Questions	March 13, 2023
Proposals Due	March 24, 2023
Subcontract(s) Award	May 5, 2023
Final Delivery Due Date	November 16, 2023

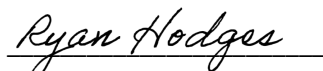
Hold Points. Offeror shall hold all production at specified Hold Points until approval from Procurement Representative, Ryan Hodges. Refer to Section H – Special Terms and Conditions (SPECIAL ARTICLE A: Milestone Payments Schedule) for Hold Point Schedule.

Marking of Proprietary/Confidential Information. Offerors shall properly mark and identify with a restrictive legend or information markings on pages of the proposal that contain Proprietary/confidential information.

For Offeror to be eligible for a subcontract award with the University and the U.S. Department of Energy (DOE), Offeror shall be registered with the System for Award Management (SAM), the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly at the SAM website: <https://sam.gov/content/entity-registration>. Proposals shall be signed by an authorized representative of the offeror and to be provided in soft copies by e-mail to the Procurement Representative's attention at: **rhodges@slac.stanford.edu**.

All efforts throughout the production and delivery process of Electrical Conduit Bundles Assembly Fabrication will be performed in accordance with the provided documentation and enclosures. Technical, contractual, and administrative questions should be directed to the undersigned, in writing, at: rhodges@slac.stanford.edu. The Procurement Representative is the **SOLE** point of contact. Any communication to any other SLAC employee or contractor regarding this solicitation may be grounds for disqualification. Your participation in the Stanford National Accelerator Laboratory (SLAC) procurement process is appreciated.

Sincerely,



Ryan Hodges

Sr. Subcontract Administrator

(Enclosures)

- RFP Section A – Subcontract Award Form
- RFP Section B – Supplies or Services and Prices
- RFP Section C – Statement of Work
 - Statement of Work (SOW), “LCLS-II-HE Conduit Bundles Assembly Fabrication,” Document Number: LCLSII-HE-1.3-SW-0637-R0, dated October 18, 2022
 - Drawing Package:
 - LCLS-II RF SYSTEM PENETRATION INSTALLATION CONDUIT BUNDLE - SC-375-520-08-03 (Contract Drawing)
 - LCLS-II RF SYSTEM WR650 STD CONFIG INSTL WR650 PENETRATION A - ID-375-459-21-03 (Reference Drawing)
 - Referenced Specifications (Cited on RFP Section C cover page)
- RFP Section D – Delivery, Shipping, Packing
- RFP Section E – Inspections and Acceptance
- RFP Section F – Deliveries or Performance
- RFP Section G – General Terms and Conditions
 - Fixed Priced Commercial Supplies and Services Terms and Conditions (Rev. November 2022)
- RFP Section H – Special Terms and Conditions
 - Milestone Payment Schedule – Complete proposed milestone payment schedule
- RFP Section I – Specific Subcontract Clauses
- RFP Section J – List of Attachments
 - Past Performance Questionnaire (Attachment 1) Complete.
 - Buy American Act Certification (Attachment 2) Complete.
 - Small Business Subcontracting Plan (Attachment 3) Complete if applicable. If not applicable, write “Not Applicable” on form and include supporting rationale.
 - Offeror’s Request for Clarifications (Attachment 4) Complete if applicable.
- RFP Section K – Representations and Certifications
 - Representations and Certifications Supplemental Form - Complete
 - International Representations and Certifications (Complete if outside of the U.S.)
- RFP Section L – Instruction to Offerors
- RFP Section M – Evaluation Factors for Award

SUBCONTRACT

Section A – Subcontract Form					
1. Subcontract Number: TBD			3. Type of Subcontract: Firm Fixed Price		
2a. Solicitation Number: 335899(RH)		2b. Offers Due By (Date): March 24, 2023		2c. Offers Due By (Time): 5:00pm PST	
4a. Subcontract Administrator: Ryan Hodges		4b. Email Address: rhodges@slac.stanford.edu		4c. Telephone: 650.926.3464	
5. Issued By: The Board of Trustees of the Leland Stanford, Jr. University as Manager Operator of SLAC National Accelerator Laboratory (SLAC) 2575 Sand Hill Road Menlo Park, CA 94025			6. Submit Invoices To: SLAC National Accelerator Laboratory Accounts Payable 2575 Sand Hill Road Menlo Park, CA 94025 or preferably ap@slac.stanford.edu		
7. Name and Address of Seller: TBD			8. Project Site: SLAC National Accelerator Laboratory 2575 Sand Hill Road Menlo Park, CA 94025		
9. TABLE OF CONTENTS					
(X)	Sec	Description	(X)	Sec	Description
<input checked="" type="checkbox"/>	A	Subcontract Award Form	<input checked="" type="checkbox"/>	H	Special Terms and Conditions
<input checked="" type="checkbox"/>	B	Supplies or Services and Prices/Costs	<input checked="" type="checkbox"/>	I	Specific Subcontract Clauses
<input checked="" type="checkbox"/>	C	Specifications/Statement of Work	<input checked="" type="checkbox"/>	J	List of Attachments
<input checked="" type="checkbox"/>	D	Delivery, Shipping, Packing	<input checked="" type="checkbox"/>	K	Representations and Certifications
<input checked="" type="checkbox"/>	E	Inspections and Acceptance	<input checked="" type="checkbox"/>	L	Instructions to Offerors
<input checked="" type="checkbox"/>	F	Deliveries or Performance	<input checked="" type="checkbox"/>	M	Evaluation Factors for Award
<input checked="" type="checkbox"/>	G	General Terms and Conditions	<input type="checkbox"/>		
10. Brief description of supplies or services being acquired: Fabrication of forty-nine (49) Conduit Bundle Assemblies					
11. Total Amount of Subcontract: See Section B for Total Amount of Subcontract					
12. Negotiated Agreement. The subcontractor agrees to furnish and deliver the items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this subcontract. The rights and obligations of the parties to this subcontract shall be governed by (a) this subcontract award, (b) the solicitation, and (c) the clauses, terms and conditions, representations, certifications, and specifications incorporated by reference in or attached to this contract.			13. Award. The Board of Trustees of the Leland Stanford, Jr. University, SLAC National Accelerator Laboratory, accepts your offer dated _____ on this solicitation identified in item 2 above as reflected in this subcontract, which is subject to and governed by (a) this subcontract award, (b) the solicitation, and (c) the clauses, terms and conditions, representations, certifications, and specifications incorporated by reference in or attached to this contract.		
<input checked="" type="checkbox"/> Seller is required to sign and return a copy of this document (Check if applicable)			The Board of Trustees of the Leland Stanford, Jr. University as Manager Operator of SLAC National Accelerator Laboratory (SLAC)		
12b. Signature of person authorized to sign for seller:			13b. Signature of person authorized to sign:		
12c. Name of Signer:			13c. Name of Signer:		
12d. Title of Signer:			13d. Title of Signer:		
12e. Date:			13e. Date:		

SUPPLY CHAIN MANAGEMENT

Section B – Supplies or Services and Prices/Costs					
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	Total Price
001a	<u>First Articles</u> Electrical Conduit Bundle Assembly Units (Reference Section C SOW Document No. LCLSII-HE-1.3-SW-0637)	5	EA		
001b	<u>Remaining Production Units</u> Electrical Conduit Bundle Assembly Units (Reference Section C SOW Document No. LCLSII-HE-1.3-SW-0637)	44	EA		
Total Subcontract Value					
Subcontract Funded Amount					

Unique Entity ID:	
DUNS Number:	
Payment Terms will be Net 30 Unless Otherwise Stated:	
Discounts (if applicable) [Educational, University, Quantity, etc]	

SUPPLY CHAIN MANAGEMENT**Section C – Statement of Work**

*Statement of Work and Drawing Package documentation attached in RFP Solicitation Package.
Referenced list of published Specifications have been cited but are not attached.*

Statement of Work:

Document Title: *LCLS-II-HE Conduit Bundles Assembly Fabrication* / Document Number: LCLSII-HE-1.3-SW-0637-R0, dated 10/18/2022


Drawing Package:

- LCLS-II RF SYSTEM PENETRATION INSTALLATION CONDUIT BUNDLE
SC-375-520-08 Revision 03 (Contract Drawing)
- LCLS-II RF SYSTEM WR650 STD CONFIG INSTL WR650 PENETRATION A
ID-375-459-21 Revision 03 (Reference Drawing)

Specifications:

Unless noted otherwise, the design, fabrication, testing, and performance of the conduit bundle assembly units shall be in accordance with the latest edition of the following standards and codes in effect at the time of subcontract award. Refer to Section 2 – Scope of Work in SOW *LCLS-II-HE Conduit Bundles Assembly Fabrication* / Document Number: LCLSII-HE-1.3-SW-0637-R0, dated 10/18/2022

- 2.3.1 American National Standards Institute, Inc. (ANSI)
- 2.3.2 National Electrical Code 2020 (NEC)
- 2.3.3 California Electrical Code (CEC)
- 2.3.4 National Electrical Manufacturers Association (NEMA)
- 2.3.5 American Institute of Steel Construction (AISC) Specifications
- 2.3.6 American Welding Society Structural Welding Code
- 2.3.7 American Society of Testing Materials (ASTM)
- 2.3.8 Underwriter's Laboratories, Inc. (UL)
- 2.3.9 Manufacturer's instructions and recommendations
- 2.3.10 Codes and regulations of all industry having jurisdiction

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Document Approval:

Originator: Christopher Nantista, RF Technical Lead

Christopher Nantista

CN

• Content/ Format, Requirement ID's/Source ID's, Verification Planning, SME Input

Reviewer: Tommy Hiatt, SCL Control Account Manager

signature not required

• Complete/Accurate • SME Involvement • Actionable, as appl

Reviewer: Arkadiy Klebaner – Project Chief Engineer

signature not required

• Scope Alignment, Stakeholder/ SME Engagement

Approver: Jennifer Aral– Supply Chain Director

•General Procurement Provisions are Complete and Accurate

Jennifer Aral

Jennifer Aral (Oct 10, 2022 11:20 PDT)

Approver: Ted Price – Systems Engineering Manager

• Clarity • Format • Req ID's/Traceability • Change Control

Ted Price

Ted Price (Sep 30, 2022 15:34 PDT)

Approver: Hong Bach – Quality Assurance Manager

• General QA Provisions • Req's Validation/Verification

Hong Bach

Hong Bach (Oct 6, 2022 11:54 PDT)

Approver: Matt Boyes, Controls System Manager

• Articulation, Meets Higher-Level Expectations, Stakeholder/SME Engagement

Matt Boyes

Matt Boyes (Oct 18, 2022 15:18 PDT)

Approver: Fernanda G. Garcia, Accelerator Systems Manager

• General QA Provisions • Req's Validation/Verification

Fernanda G. Garcia

Fernanda G. Garcia (Oct 1, 2022 09:57 GMT+2)

See [Document Review/Approval Matrix of Responsibilities](#)

Revision History

Revision	Date Released	Description of Change
R0	10/18/2022	Original Release.



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1 General

The Linac Coherent Light Source II High-Energy (LCLS-II-HE) project at the SLAC National Accelerator Laboratory ("SLAC") is an upgrade of LCLS-II, a free electron laser based on the successfully operating Linac Coherent Light Source at SLAC. The LCLS-II-HE Accelerator System will increase the energy reach of the continuous-wave (CW) superconducting linear accelerator (linac) from 4 to 8 GeV by extending it through the first third of the SLAC linac tunnel.

The Cable Plant system requires sets of electrical conduits to route cables from the gallery area to the accelerator housing, which is located 30-ft below grade, via utility shafts (aka penetrations) located along the gallery. These service penetrations are shared with the high-power RF (HPRF) system.

2 Scope of Work

2.1 Work to be Performed

SUBCONTRACTOR shall, obtaining all required materials, fabricate, assemble, test and deliver penetration cable conduit assembly units in accordance with this Statement of Work and the accompanying SLAC drawing no. SC-375-520-08-03: LCLS-II RF System Penetration Installation Conduit Bundle.

2.2 Work Exclusions

Installation of conduit bundles at the SLAC site is not a part of this work package. SLAC drawing no. ID-375-459-21 is included only to illustrate the intended installation configuration, lifting method and support anchoring, for which the manufacturing must be well suited.

2.3 Applicable Codes and Standards

Unless noted otherwise, the design, fabrication, testing, and performance of the conduit bundle assembly units shall be in accordance with the latest edition of the following standards and codes in effect at the time of subcontract award:

- 2.3.1 American National Standards Institute, Inc. (ANSI)
- 2.3.2 National Electrical Code 2020 (NEC)
- 2.3.3 California Electrical Code (CEC)
- 2.3.4 National Electrical Manufacturers Association (NEMA)
- 2.3.5 American Institute of Steel Construction (AISC) Specifications
- 2.3.6 American Welding Society Structural Welding Code
- 2.3.7 American Society of Testing Materials (ASTM)
- 2.3.8 Underwriter's Laboratories, Inc. (UL)
- 2.3.9 Manufacturer's instructions and recommendations
- 2.3.10 Codes and regulations of all industry having jurisdiction

3 Technical Specifications

The conduit bundle fabrication and assembly shall be in strict accordance with the construction drawing and specifications with this SOW.


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Table 1. Conduit Bundle Specifications

3.1	All conduit straight sections, in standard 10-Ft. lengths, shall be Intermediate Metal Conduit (IMC) hot dipped galvanized and with threaded couplings.
3.2	Conduit elbows shall be Galvanized Rigid Steel Conduit (GRC) with dimension tolerances as specified in the contract drawings.
3.3	Conduit ends shall be cut square, properly reamed, and threaded to engage not less than five threads. Threads shall be tapered and coated with conductive thread compounds.
3.4	All conduits shall be swabbed after assembly to ensure that no foreign material exists within the conduits. A mandrel shall be run through each conduit from end to end.
3.5	Open-ended conduits shall be capped during construction and during shipments to prevent the entrance of foreign materials and to protect the exposed ends of conduit. SUBCONTRACTOR shall replace any conduits containing foreign materials that cannot be removed.
3.6	See construction drawings provided in this subcontract for more detailed conduit support fabrication. Conduit Assembly shall be done by a certified electrician.
3.7	Due to co-location in an unventilated shaft with high-power waveguides and phase sensitivity of some cables, no coating shall be applied to the conduits that will increase their absorption of radiant heat.

Table 2. Drawings of the Conduit Bundle


SC-375-520-08-03	Contract Drawing	LCLS-II RF SYSTEM PENETRATION INSTALLATION CONDUIT BUNDLE
ID-375-459-21-03	Reference Drawing	LCLS-II RF SYSTEM WR650 STD CONFIG INSTL WR650 PENETRATION A

4 Quality Assurance Requirements

SLAC incorporates a graded approach to procurement actions at a level of rigor commensurate with the risk associated with the intended use or application of the procured item. In order to meet project quality assurance mandates, SUBCONTRACTOR shall adhere to Subcontractor Procurement Quality Control Requirements specified in Appendices A and B for purchases of items outlined in this subcontract.

The following requirements shall apply in regard to factory testing of the SUBCONTRACTOR product:

- 4.1 SUBCONTRACTOR shall submit a factory acceptance test procedure to SLAC for approval at least 30 days prior to the start of the factory tests.
- 4.2 Test/inspection report shall include documentation showing compliance to dimensional requirements.

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4.2.1 Test procedure shall provide method of compliance to meet tolerances specified in SC-375-520-08 sheet 1 detail A, note 8 and sheet 3 detail A3.

4.3 Test/inspection report shall include weld procedure, certification and visual inspection report showing welds comply with AWS D14.4.

4.4 Inspection report shall include inspection of conduit interior with borescope or other SLAC approved device to ensure to no indentations, protrusion or other defects caused by the welding activities. Inspect to ensure no foreign material exists after swab with mandrel.

4.5 Approval or release of conduit assembly units for shipment shall not relieve SUBCONTRACTOR of any responsibility or guarantee. Acceptance of shop tests shall not constitute a waiver of field performance requirements under specified operating conditions, nor shall shop inspection by SLAC relieve the SUBCONTRACTOR of responsibilities in case of later discovery of defective material or workmanship.

4.6 Certified copies of all test reports shall be submitted to SLAC.

5 Technical Reviews

5.1 Kick-off Meeting (KOM)


A Project Kick-Off Meeting shall be scheduled within one (1) week or no later than one (1) month after contract award. The SUBCONTRACTOR shall lead the KOM with SLAC representatives and include discussion of the following:

- Technical objectives, requirements, and specifications
- Project schedule, to include all required formal Technical Reviews and deliverables specified in this Statement of Work
- Material procurement plan
- Subcontracting plan
- Fabrication, assembly, inspection, test, and documentation plans
- Identification of SLAC Mandatory Inspection Points (MIPs)
- Assessment of risk areas, issues, and concerns

At SLAC's discretion for the duration of the subcontract, weekly or bi-weekly web-based meetings will be held to review project progress. Meeting minutes will be recorded and delivered to the project team within one (1) week.

5.2 Project Milestone Reviews

Before release of design documents for production purposes, SUBCONTRACTOR shall provide for one or more Project Milestone Reviews to ensure all subcontract technical requirements have been sufficiently addressed. The number of reviews and intended scheduling shall be part of the negotiated subcontract project plan. Reference a more thorough description of Project Milestone Review expectations included in Appendices A and B.

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5.3 Production Readiness Review (PRR)

The SUBCONTRACTOR shall hold a Production Readiness Review with SLAC representatives compatible with the project development schedule. All PRR documentation shall be approved by SLAC prior to the start of production. Meeting minutes and any resulting action items will be recorded and delivered to the project team within one (1) week. PRR will not be deemed complete until all action items are closed and/or resolved. Reference a more thorough description of PRR expectations included in Appendix A.

Five working days prior to the review, the SUBCONTRACTOR shall provide the following documentation to SLAC for review:

- Procurement plan
- Manufacturing plan
- Shipping plan
- Inspection and test plans
- Production and Delivery Schedule

5.4 Pre-Ship Review (PSR)


The SUBCONTRACTOR shall prepare for and conduct a Pre-Ship Review for first articles and as prescribed in the subcontract for all follow-on production deliverables of like kind. All relevant inspections and factory acceptance tests must be complete, successful, and fully documented prior to ship. Reference a more thorough description of PSR expectations included in Appendix A.

The following requirements regarding shipping shall apply:

- 5.4.1 The design, fabrication and shipment of each conduit bundle assembly unit shall be as one single structure.
- 5.4.2 Preparation for shipment shall be in accordance with SUBCONTRACTOR's standards and as noted herein. The SUBCONTRACTOR shall be solely responsible for the adequacy of the preparation for shipment provisions employed with respect to materials and application, and to provide proper equipment to its destination, when handled by commercial carriers.
- 5.4.3 All conduit assembly units shall be packed, securely anchored (skid mounted when required) and protected for the shipment method called for in the purchase order.
- 5.4.4 SLAC reserves the right to inspect and approve the assembly unit packaging in SUBCONTRACTOR's shop, prior to shipment to SLAC and upon arrival to SLAC.
- 5.4.5 All completed conduit bundle assembly units shall be delivered to a designated staging area at SLAC in 2575 Sandhill Road, Menlo Park, California 94025. SLAC shall be notified 10 days in advance of any partial or total shipment.

6 Project Management

The SUBCONTRACTOR shall actively manage all matters relating to the performance of this contract to ensure that all performance, schedule, and quality objectives are fully met. A single individual at

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the SUBCONTRACTOR's company shall be assigned to serve as the Project Manager of this contract. The Project Manager shall act as the single point of contact with SLAC on all technical and programmatic matters. Monthly (or as required) teleconferences between SLAC and the SUBCONTRACTOR shall be held at a mutually scheduled time. The discussion shall address the SUBCONTRACTOR's design, documentation, and/or fabrication progress, technical and contractual questions, material status, tooling and test equipment status, resources, manufacturing issues, and/or other relevant topics.

The SUBCONTRACTOR shall establish and apply a project control system to track progress towards pre-established, measurable goals. The SUBCONTRACTOR shall develop and share a detailed project schedule, including milestones, with SLAC at the KOM, or within thirty (30) days of contract award. The SUBCONTRACTOR shall also prepare an estimated spending and billing profile that can be shared with SLAC at the same forum. Cost and schedule profiles shall be regularly updated and distributed to SLAC as part of monthly progress reporting.

The SUBCONTRACTOR shall identify and explain any problems with subcontract performance and identify appropriate corrective actions. Any item that has immediate effect on technical performance, schedule, cost, or delivery shall be brought to the attention of the SLAC Subcontract Representative within one (1) business day. In the event SLAC determines that project success is in jeopardy because of technical, cost, schedule, or quality shortfalls, SLAC reserves the right to conduct special project reviews or audits at the SUBCONTRACTOR's facility.

7 Deliverables and Submittals Table

In addition to end item (hardware and/or software) deliverable(s) that is/are the centerpiece of this procurement, the following subcontract obligations shall be delivered to SLAC. Contract completion can only be achieved via SLAC acceptance and approval of each item.

Item	Technical Review / Deliverable Requirement	Completion Date
1	Kick-Off Meeting (KOM)	ARO + 1 week
2	Project Schedule	ARO + 2 weeks
	Material Procurement Plan	ARO + 3 weeks
	Subcontracting Plan	ARO + 3 weeks
	Fabrication, assembly, inspection, test, and documentation plans	ARO + 3 weeks
	Preliminary Risk Assessment	ARO + 3 weeks
3	Project Progress Review Meetings	Every other week
	Project Schedule Updates	At progress meetings
	Project Cost Status	At progress meetings




Statement of Work

**Document Title: LCLS-II-HE Conduit Bundles Assembly Fabrication
Statement of Work**

Document Number: LCLSII-HE-1.3-SW-0637-R0

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Item	Technical Review / Deliverable Requirement	Completion Date
	Project Discrepancy Reports, including Corrective Action Plans	At progress meetings, unless urgent, then within 1 business day
	Meeting Minutes	1 week following each meeting, including KOM
	Material Test Reports	As required for each end item hardware deliverable
	Certificate of Conformance Certified copies of all test reports shall be submitted to SLAC (inspection and weld test report)	With each end item hardware of software deliverable
	Non-Conformance Reports	3 working days following discovery of non-conformance
	Use-As-Is or Repair Plans	10 working days following discovery of non-conformance, as applicable
	Corrective Action Plans	5 working days following corrective action receipt or identification
	Corrective Action Reports	30 calendar days following implementation of corrective action
4	Production Readiness Review (PRR)	Prior to start of production
	Production and Delivery Schedule	PRR minus 10 working days
	Material Procurement/Inventory Control plans	PRR minus 10 working days
5	Manufacturing Plan/Procedures/Specifications	PRR minus 30 working days
6	Quality Assurance Plan	PRR minus 10 working days
7	Inspection and Factory Acceptance Test Plans/Procedures 7.1 Inspection and Factory Acceptance Test Plans/Procedures to SLAC for approval. 7.2 Test procedure shall provide method of compliance to meet tolerances specified in SC-375-520-08 sheet 1 detail A, note 8 and Sheet 3 detail A3	PRR minus 20 working days

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Item	Technical Review / Deliverable Requirement	Completion Date
8	Shipping Plan	PRR minus 10 working days
9	Pre-Ship Review (PSR)	Prior to first article shipment and prior to follow-on shipments, as negotiated with SLAC
	Packaging Plan/Procedure	PSR minus 30 calendar days
	Final Shipping Plan	PSR minus 30 calendar days
	Shipping Schedule	PSR minus 30 calendar days
10	<p>Inspection and Factory Acceptance Test Results</p> <p>10.1 Inspection report shall include inspection of conduit interior with borescope or other SLAC approved device to ensure to no indentations, protrusion or other defects caused by the welding activities. Inspect to ensure no foreign material exists after swab with mandrel.</p> <p>10.2 Test/inspection report shall include weld procedure, certification and visual inspection report showing welds comply with AWS D14.4.</p> <p>10.3 Factory Acceptance Test Results shall include documentation showing compliance to dimensional requirements.</p>	PSR minus 30 calendar days
11	Packing List	PSR minus 30 calendar days

8 Reference Documents

Document No.	Revision No.	Document Title
SC-375-520-08	3	Drawing: LCLS2 RF SYSTEM PENETRATION INSTALLATION CONDUIT BUNDLE
ID-375-459-21 (ref. only)	3	Drawing: LCLS-II RF SYSTEM WR650 STD CONFIG INSTL WR650 PENETRATION A

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APPENDIX A: Subcontractor Quality Control Requirements

The following Quality Control Requirements that are marked in the checklist below shall be provided by the SUBCONTRACTOR:

Quality Program & Traceability Requirements:

- ☒ QC-01 Documented Quality Assurance Program
- ☐ QC-02 Design/Change Control for SUBCONTRACTOR Provided Design
- ☒ QC-02A Design/change control for SLAC Provided Design
- ☒ QC-03 Qualification and Certification of Personnel and Staff
- ☐ QC-04 Traceability–Item


Certification and Documentation Requirements:

- ☐ QC-05 Certificate of Conformance (CoC)
- ☐ QC-06 Certification of Calibration of Delivered Equipment
- ☐ QC-06A Certification of Calibration for SUBCONTRACTOR Measuring & Test
- ☒ QC-07 Certified Material Test Reports (CMTR)
- ☐ QC-08 Certificate of Analysis (CoA)
- ☐ QC-09 Shelf-Life Certifications/Storage Requirements
- ☐ QC-10 Manufacturer's Certificate of Proof Test (*hoist, rigging, lifting devices*)
- ☐ QC-11 Manufacturing, Maintenance, Repair, Inspection and/or Test Procedures
- ☒ QC-12 Inspection, Examination, and Test Reports
- ☒ QC-13 Special Process Procedures (welding, heat treating, chemical cleaning, etc.)
- ☐ QC-14 Engineering Drawings
- ☐ QC-15 Manuals/Instructions

Inspection and Acceptance:

- ☒ QC-16 First Article Inspection/Review
- ☒ QC-17 Source Inspection
- ☒ QC-18 Factory Acceptance Test
- ☒ QC-19 Receipt Inspection (at SLAC)
- ☒ QC-20 Final Acceptance Test (at SLAC)


Surveillance:

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- ☒ QC-21 SLAC's Right of Access to SUBCONTRACTOR's Facility for Inspection (*Visit*)
- ☐ QC-22 SLAC's Right of Access to SUBCONTRACTOR's Facility for Communication and Oversight (*Resident*)

Miscellaneous:

- ☐ QC-23 Design Review
- ☒ QC-24 Production Readiness Review
- ☒ QC-25 Pre-Ship Review
- ☒ QC-26 Nonconformance Reporting (NCR)
- ☒ QC-27 Corrective Action Reports (CAR)
- ☒ QC-28 Suspect/Counterfeit Items [*required for all items regardless of QL*]
- ☐ QC-29 Serialization and Marking
- ☒ QC-30 Handling, Storage, Shipping, and Packaging (*identify any special requirements in QC-31 Other*)
- ☐ QC-31 Other (Provide comment/remarks identifying additional information to be addressed by SUBCONTRACTOR)

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APPENDIX B: Quality Clauses Description

QC-01 DOCUMENTED QUALITY ASSURANCE PROGRAM (September 2021)

SUBCONTRACTOR's Quality Assurance (QA) Program is required to be evaluated for the capability of providing items/services in accordance with subcontract technical and quality requirements prior to contract award. It will be required to be approved by SLAC prior to the start of work as further defined/controlled in the subcontract.

SUBCONTRACTOR will perform all work under this subcontract in accordance with its approved QA Program and further will notify SLAC of any quality affecting changes made to its QA Program, which may require follow-on re-evaluation/re-approval by SLAC.

SUBCONTRACTOR'S QA Program shall be subject to ongoing evaluation and monitoring by SLAC. SUBCONTRACTOR agrees to provide SLAC the right and access to conduct audits of SUBCONTRACTOR'S quality systems and verify compliance with subcontract requirements.

SUBCONTRACTOR is responsible for flowing down the quality assurance requirements of this subcontract to its lower tier-subcontracts/suppliers.

QC-02 DESIGN/CHANGE CONTROL FOR SUBCONTRACTOR PROVIDED DESIGN (September 2021)

SUBCONTRACTOR shall provide design detail that is organized, well-defined, well-documented, verified, controlled, and managed throughout the subcontract life cycle. SUBCONTRACTOR shall maintain configuration control of design and design-related documentation following a baseline approval and acceptance. Subsequently, proposed design changes shall be fully described, documented, reviewed, and approved by SUBCONTRACTOR's authorized knowledgeable and technical authorities, then incorporated into the documentation record following approval. A record of revisions shall apply to each official document to trace applicability throughout the subcontract life cycle.

QC-02A DESIGN/CHANGE CONTROL FOR SLAC PROVIDED DESIGN (September 2021)


SUBCONTRACTOR shall implement the SLAC provided design for the work involved. Design questions and design change requests must be transmitted to the SLAC via formal documents such as Requests for Information (RFI), Field Change Requests (FCR), or equivalent. No design changes will be implemented unless formally approved by the SLAC via Engineering Change Notice (ECN) or other equivalent controlled document.

QC-03 QUALIFICATION AND CERTIFICATION OF PERSONNEL AND STAFF (September 2021)

SUBCONTRACTOR's personnel and staff shall have the training, experience, qualifications, and certifications necessary for the work to be performed as required by industry standards, as well as any additional requirements specified in this subcontract. Qualification and certification records shall be available for review by SLAC upon request.

QC-04 TRACEABILITY–ITEM (September 2021)

SUBCONTRACTOR shall have the capability of tracing items to both the documentation and the raw material from which the item was fabricated. All documentation and records used for traceability shall be available for review by SLAC upon request.

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QC-05 CERTIFICATE OF CONFORMANCE (September 2021)

SUBCONTRACTOR shall provide a Certificate of Conformance (CoC) for each of the items procured through this subcontract. SUBCONTRACTOR personnel must assure that CoC are verified for compliance with the technical and quality requirements stated in the subcontract. Each CoC shall be from SUBCONTRACTOR and/or Manufacturer, shall identify SLAC's subcontract number, and shall state that the item conforms in all respects with subcontract/manufacturer requirements, which may include any applicable specifications, drawings, marking requirements, part/serial/model number identification, or codes/standards that the item is certified to. Each CoC shall be signed and dated by an authorized representative as defined by the SUBCONTRACTOR/Manufacturer's quality assurance program.

QC-06 CERTIFICATION OF CALIBRATION FOR DELIVERED EQUIPMENT (September 2021)

SUBCONTRACTOR shall submit with each instrument/system, a certification that the instrument/system has been calibrated and is ready for use. If separately stated in the procurement documents, such calibrations and associated calibration certificates shall have a pedigree of accreditation (e.g., A2LA, NVLAP, ACLASS, DKD, etc.) specified and provided by the SUBCONTRACTOR. The certification shall contain, as a minimum, the description and/or part/model number of the instrument/system, including any applicable serial numbers; identification of the standards, calibration date(s), and/or equipment used for the calibration; when appropriate, the as-found and as-left data with measurement uncertainties; and a statement that the calibration of the standards and/or equipment used is traceable to the National Institute of Standards and Technology (NIST) or other industry recognized and accepted national or international standard. The certification shall contain the signature and title of an authorized SUBCONTRACTOR representative. SUBCONTRACTOR shall maintain records that provide traceability of calibrations for a minimum of one year from the date of completion of this subcontract. Such records shall be available for review by SLAC upon request.


QC-06A CERTIFICATION OF CALIBRATION FOR SUBCONTRACTOR MEASURING & TEST EQUIPMENT (September 2021)

For any SUBCONTRACTOR Measuring & Test Equipment (M&TE) that provides measurement on the production and acceptance of SLAC's items/processes is by design required to be calibrated. SUBCONTRACTOR shall maintain records that provide traceability of analytical results and instrument calibrations to the National Institute of Standards and Technology (NIST) for a period of one year from the date of completion of this subcontract. SUBCONTRACTOR shall provide copies of all current calibration documentation associated with SUBCONTRACTOR M&TE for SLAC to review upon request.

QC-07 CERTIFIED MATERIAL TEST REPORTS (September 2021)

SUBCONTRACTOR shall provide to SLAC, with and prior to the first shipment, a Certified Material Test Report (CMTR) for the material(s) used in the production of the specified subcontract deliverable. The CMTR must report physical and/or chemical properties, any test(s) performed, and any other technical evaluations invoked for the material type. The CMTR shall be traceable to the materials via heat/batch/manufacturer's lot numbers, or other identification method. Reporting shall conform with any referenced national and international standards. The CMTR shall be signed and dated by an authorized representative as defined by the SUBCONTRACTOR/Manufacturer's quality assurance program.

QC-08 CERTIFICATE OF ANALYSIS (September 2021)

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SUBCONTRACTOR shall provide to SLAC, with and prior to shipment, a Certificate of Analysis (CoA) for the material(s) supplied, including any associated Material Safety Data Sheets (MSDS'). The CoA shall include:

1. Name of chemical/product
2. Purchase Order # and/or Lot # traceable to purchase document and/or chemical container
3. Name and address of facility manufacturing/supplying product
4. Quantity of certified material
5. Analyzed concentration/purity
6. Analytical accuracy
7. Date of manufacture and/or date of shelf-life expiration (only applicable for items which are identified by the manufacturer as having an expiration date)
8. Signature and date of SUBCONTRACTOR'S certifying authority

QC-09 SHELF-LIFE CERTIFICATIONS/STORAGE REQUIREMENTS (September 2021)

SUBCONTRACTOR shall have an effective storage and age control system for items whose acceptability is limited by its age or manner of storage. The control system must include a method of identifying the age of such items and provisions for the rotation and purging of stock. Items provided with a designated shelf life must be marked or have their packaging marked with cure/manufacturing dates or expiration dates. At the time of receipt, the material shall not have less than 85% (allowing for rounding to whole months) of its shelf life remaining without prior written approval from SLAC. SUBCONTRACTOR shall provide shelf-life information on certification documents and any applicable special storage and handling instruction.


QC-10 MANUFACTURER'S CERTIFICATE OF PROOF TEST (September 2021)

SUBCONTRACTOR shall provide to SLAC, with and prior to each shipment, a "Certificate of Proof Test" that is traceable to the item by serial/part/model number being shipped. A proof test successfully verifies construction and workmanship of hoisting, rigging, and lifting devices via application of a specified nondestructive testing. The certificate shall be signed and dated by an authorized representative as defined by the SUBCONTRACTOR/Manufacturer's quality assurance program.

QC-11 MANUFACTURING, MAINTENANCE, REPAIR, INSPECTION AND/OR TEST PROCEDURES (September 2021)

SUBCONTRACTOR shall submit to SLAC upon request for review written procedures, checklists, and/or travelers prior to manufacturing, maintenance, and/or repair activity that will be performed to conform to the requirements of this subcontract.

SUBCONTRACTOR shall submit written detailed inspection and/or test procedures for approval prior to inspection and testing that will be performed to verify that the items to be supplied conform to the requirements of this subcontract. The Inspection and Test Plan shall clearly indicate the inspection and test environments, durations, procedures, inspection and test configurations, Hold/Witness points, pass/fail criteria, etc. for each item to be verified.

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QC-12 INSPECTION, EXAMINATION, AND TEST REPORTS (September 2021)

SUBCONTRACTOR shall provide to SLAC, with and prior to each shipment, all reports of on-site testing/inspections/examinations and test results applicable to a hardware or software subcontract deliverable. The reports shall be traceable to the subcontract number, item part/model/serial number identification (where applicable), and/or system description (when items are tested/inspected as part of an overall integrated system).

QC-13 SPECIAL PROCESS PROCEDURES (September 2021)

SUBCONTRACTOR'S special process procedures as applicable to a work activity shall be made available for SLAC'S review upon request. Special processes (e.g., welding, brazing, bonding, plating, chemical machining, heat-treating, radiographic inspection, ultrasonic testing, pressure leak testing, waste processing, etc.) shall be performed in accordance with written procedures or instructions. SUBCONTRACTOR shall maintain a system of process sheets, shop travelers, or equivalent means to define the sequence of manufacturing, inspection, installation, and test activities to be performed.

SUBCONTRACTOR shall provide the qualification/certification of personnel, prior to their assignment, to ensure competence in the use of the special process and associated procedures or specifications. Qualification/certification records of SUBCONTRACTOR personnel who will be performing special process operations shall be available to SLAC for review upon request. Only those personnel that have been qualified to perform a specific special process shall be used to perform that process.

QC-14 ENGINEERING DRAWINGS (September 2021)


SUBCONTRACTOR shall provide to SLAC, with and prior to completion of design deliverables, prior to fabrication if required by the procurement documents, or with and prior to the shipment of any applicable items, engineering drawings detailing the design of the items/systems required by this subcontract. Drawing submittals shall meet the drawing standards (e.g., ASME Y14.100, ASMEY14.5, or another acceptable equivalent standard) and be traceable to the associated item. For authorized items, this requirement may be satisfied by inclusion of existing drawings in a technical operations/maintenance manual.

QC-15 MANUALS/INSTRUCTIONS (September 2021)

SUBCONTRACTOR shall submit manuals/instructions or other related documents associated with the items provided under subcontract. They may include applicable drawings/sketches; part/model numbers; recommended spare and replacement parts; information required for ordering, storage, and safety; installation/test instructions and operating and maintenance procedures. Manuals/instructions shall be written in clear, concise language, readily understood by a technician or craftsman and shall conform to any available industry standard(s) for the preparation of such documents.

QC-16 FIRST ARTICLE INSPECTION/REVIEW (September 2021)

SUBCONTRACTOR shall demonstrate to SLAC's satisfaction that the first production article of a subcontract deliverable conforms to the requirements of this subcontract. First article acceptance may follow a series of product analyses, inspections, demonstrations, or tests, and will likely require accompanying engineering documentation (drawings, travelers, specifications, analyses, technical reports, software datasheets, certifications, etc.). One or more reviews may be held to communicate the

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steps taken to satisfy subcontract technical expectations. SUBCONTRACTOR shall obtain SLAC's written approval/authorization of the first article prior to proceeding with production of remaining like items.

QC-17 SOURCE INSPECTION (September 2021)

In addition to other reviews or inspections, SLAC shall inspect the supplies covered by this subcontract at its source. This may include any step in the process of manufacturing, assembly, inspection, testing, and preparation for shipment. Particular emphasis may be placed on the SUBCONTRACTOR's identified critical processes, product inspections, and tests. To facilitate this potential source inspection, SUBCONTRACTOR shall notify SLAC of its readiness at least ten (10) working days before the negotiated date on which the source inspection is anticipated to begin.

QC-18 FACTORY ACCEPTANCE TEST (September 2021)

SUBCONTRACTOR shall submit a factory acceptance test plan to SLAC for approval at least thirty (30) days prior to the start of factory acceptance tests. SUBCONTRACTOR shall provide factory acceptance test reports following completion of testing. Reports shall be certified by the SUBCONTRACTOR's Quality Assurance Manager, identifying conformance with deliverable physical and functional requirements, recorded non-conformances, and authorized re-inspection/re-test results. SUBCONTRACTOR shall obtain SLAC's written acceptance of all required inspection and test results prior to product shipment.

QC-19 RECEIPT INSPECTION (at SLAC) (September 2021)


SLAC shall ensure that delivered items are fully inspected upon receipt at SLAC. Inspections shall confirm that the deliverable meets all subcontract physical requirements, and that the deliverable was received in good condition. Product acceptance (or rejection), including a full delineation of any non-conformances, shall be provided to SUBCONTRACTOR within fifteen (15) days of receipt.

QC-20 FINAL ACCEPTANCE TEST (at SLAC) (September 2021)

Following delivery, SLAC reserves the right to perform any or all final acceptance tests required to verify that the purchased item(s) conform(s) to the requirements in this subcontract. Tests shall be completed within forty-five (45) working days of delivery. Failure of any tests sanctioned to legitimately certify performance will deem the purchased item(s) unacceptable. SLAC will return the purchased item(s) to SUBCONTRACTOR for repair or replacement at no cost to SLAC. Shipping costs of return and replacement shall be at the SUBCONTRACTOR'S expense.

QC-21 SLAC'S RIGHT OF ACCESS TO SUBCONTRACTOR'S FACILITY (VISIT) (September 2021)

SLAC reserves the right to send its representatives to visit SUBCONTRACTOR's facilities, on a non-resident basis, for surveillance and audit purposes. Such visits are intended to assure/verify SUBCONTRACTOR's conformance to the technical requirements of this subcontract, including test and inspection requirements, and all applicable quality assurance requirements. SLAC's personnel shall be allowed full access to: (1) witness all operations/tests involved in the performance of this subcontract; and (2) all records pertaining to the subcontract. Reasonable advance notice (minimum 24 hours), in

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writing, shall be provided to SUBCONTRACTOR prior to any such visits. SUBCONTRACTOR shall flow down this requirement for SLAC's right of access to all lower-tier subcontractors and suppliers.

QC-22 SLAC's RIGHT OF ACCESS TO SUBCONTRACTOR'S FACILITY (RESIDENT) (September 2021)

SLAC, at its discretion, may assign and station resident representatives at SUBCONTRACTOR's facility to provide program coordination and to regularly monitor subcontract progress. These representatives will assist in expediting actions between SLAC and SUBCONTRACTOR and will ensure program progress meets technical, cost, and schedule expectations. The resident representatives shall have access to all areas and all information directly related to the scope of the assigned subcontract. SUBCONTRACTOR agrees to provide appropriate office space and communication facilities for such representatives at no additional cost to SLAC.

QC-23 DESIGN REVIEW (September 2021)


SUBCONTRACTOR shall include SLAC in each design review scheduled for engineered subcontract deliverables to demonstrate that the design shall meet SLAC's requirements. SUBCONTRACTOR shall notify SLAC of plans to conduct a design review conference at least fifteen (15) working days before the date on which the conference is scheduled or as indicated in the subcontract. The notification shall include the proposed conference agenda and one reproducible copy of each document that is intended to substantiate design definition. The extent to which design definition is prescribed is dependent on the level of design maturity. The following represents typical documentation that shall be provided to SLAC at least fifteen (15) working days prior to the design review:

- Design requirements
- Design/Installation drawings, models, schematics, algorithms
- Performance analyses
- Prototype test results
- Reliability/maintainability analyses
- Safety hazards assessment
- Risk analysis and risk mitigation strategies
- Preliminary production plan
- Cost/schedule status

QC-24 PRODUCTION READINESS REVIEW (September 2021)

SUBCONTRACTOR shall perform a Production Readiness Review (PRR) to provide assurance that production design is proven complete and adequate; all necessary plans, procedures, design documentation, and resources are in place; and the SUBCONTRACTOR facility is ready for the start of manufacturing. SUBCONTRACTOR shall not proceed into manufacturing until completion of the PRR and written approval has been provided by SLAC.

The SUBCONTRACTOR shall provide the following documentation to SLAC at least ten (10) working days prior to the PRR:

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- Production and Delivery schedule
- Material Procurement/Inventory Control plans
- Final Drawings
- Manufacturing Plan, including all procedures and SLAC Mandatory Inspection Hold Points
- Inspection and Test plans, in accordance with the Subcontractor Quality Control Requirements detailed under Appendix A
- Quality Assurance Plan, in accordance with the Subcontractor Quality Control Requirements detailed under Appendix A-
- Shipping Plan, including packaging, marking, handling, shipping method and courier selection details.

QC-25 PRE-SHIP REVIEW (September 2021)

Status of preparations for shipment and delivery shall be reviewed at least thirty (30) days prior to shipment. SUBCONTRACTOR shall only ship articles under written SLAC authorization following any Pre-Ship Review. The need for follow-on or ongoing Pre-Ship Reviews will be routinely assessed throughout the production effort. The following Shipping Plan detail shall be addressed during the Pre-Ship Review:

- Handling, storage, and packaging, including markings, shall be conducted in accordance with established work and inspection instructions, drawings, specifications, or other pertinent documents or procedures specified for use in conducting these activities.
- Items shall be packaged and shipped in a way that protects while in transit.
- Packaging shall incorporate appropriate lifting or hoisting accommodations, limitations on transportation shock loads, application of necessary environmental sensors, and all appropriate handling warnings or notifications. Provision shall be made for ergonomically friendly content removal.
- Shipping content shall be inspected prior to packaging. Packaging slip including shipper and consignee name, address, and contact details; net and gross weights, dimensions, and contents of all shipping pieces; part/serial number of included unit(s), etc. shall either be included inside or taped to the outside of the package.
- Appropriate markings, including center-of-gravity, weight, “Fragile”, “This side up”, “Do not get wet”, etc. shall be clearly displayed on packaging exterior surfaces.
- Shipping Label information (address and Point of Contact) shall be confirmed with SLAC at least fifteen (15) days prior to the PSR.
- Appropriate shipping method and courier shall be disclosed.

Shipping schedule shall be communicated.

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QC-26 NONCONFORMANCE REPORTING (September 2021)

SUBCONTRACTOR shall evaluate and notify SLAC of each nonconformance against contractually agreed upon engineering, inspection, or test requirements within three (3) working days of the discovery. This includes, but is not limited to, nonconformance with documentation requirements and technical or material requirements. Notice of a nonconformance shall consist of a written description of the nonconformance, an assessment of the cause and the proposed disposition/corrective action, including an explanation and technical justification for any proposed Use-As-Is or Repair dispositions. In cases where the SUBCONTRACTOR proposes a Use-As-Is or Repair disposition, the disposition of the nonconformance must be evaluated, accepted, and approved by SLAC. Documentation of Use-As-Is or Repair nonconformance shall be submitted by SUBCONTRACTOR to SLAC through a formal/controlled method. All records of nonconformance shall be maintained by the SUBCONTRACTOR and shall be made available for review at SLAC's request. SUBCONTRACTOR shall allow the return of any materials determined by SLAC to be nonconforming as a result of SLAC's receipt inspection or final acceptance test.

QC-27 CORRECTIVE ACTION REPORTS (September 2021)

SUBCONTRACTOR shall provide SLAC with a written plan for addressing a corrective action request/requirement, within five (5) working days of corrective action receipt or identification. SUBCONTRACTOR shall follow-up with a corrective action report, identifying actual corrective action(s) taken, within 30 calendar days of the event, unless otherwise negotiated with SLAC. Prior to implementation, corrective actions will be evaluated and approved by SLAC to ensure such actions are appropriate and have been/will be effectively implemented.

QC-28 SUSPECT/COUNTERFEIT ITEMS (September 2021)

A suspect/counterfeit item (S/CI) is one in which there is an indication by visual inspection, testing, or other information that it may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute, without legal right or authority to do so, or one whose material, performance, or characteristics are knowingly misrepresented by the vendor, supplier, distributor, or manufacturer.


SUBCONTRACTOR warrants that all items, including their subassemblies, components, and parts, tendered to SLAC shall be genuine (i.e., not counterfeit), new and unused, and conform to the requirements of this subcontract, unless otherwise approved in writing by SLAC prior to delivery.

SUBCONTRACTOR's warranty certifies that labels and/or trademarks or logos affixed or designed to be affixed; items supplied or delivered to SLAC; and certifications, affirmations, information, or documentation related to the authenticity and quality of items supplied or delivered to SLAC under this subcontract, are genuine.

SLAC shall have the right to reject deliverables, and related paperwork, as nonconforming, to deny payment for such items, or to return such items to SUBCONTRACTOR if found to be suspect/counterfeit.

QC-29 SERIALIZATION AND MARKING (September 2021)

The manufacturer shall serialize parts, components, subassemblies, and assemblies as required by drawings, specifications, and this subcontract. The manufacturer's serial number control system shall

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ensure that the same serial number is not used more than once, across their entire product line. Accompanying quality documents (e.g., test/inspection reports, certification documents) shall refer to any applicable serial numbers, or if more appropriate, lot numbers of the items. Serial numbers/lot numbers shall be directly marked or affixed to items. If not feasible, the item(s) shall be indirectly identified (e.g., tagged with a serial number or bagged with a requisite lot number).

QC-30 HANDLING, STORAGE, SHIPPING, AND PACKAGING (September 2021)

Until shipped and delivered to SLAC or authorized destination, SUBCONTRACTOR shall control and be responsible for the handling, storage, cleaning, packaging, shipping, and preservation of items to prevent damage or loss and to minimize deterioration.

SUBCONTRACTOR shall only package, mark, and ship items under a written SLAC approved Shipping Plan. If found unacceptable by SLAC, non-conforming packages shall be returned to SUBCONTRACTOR at SUBCONTRACTOR'S expense.

D

C

B

A

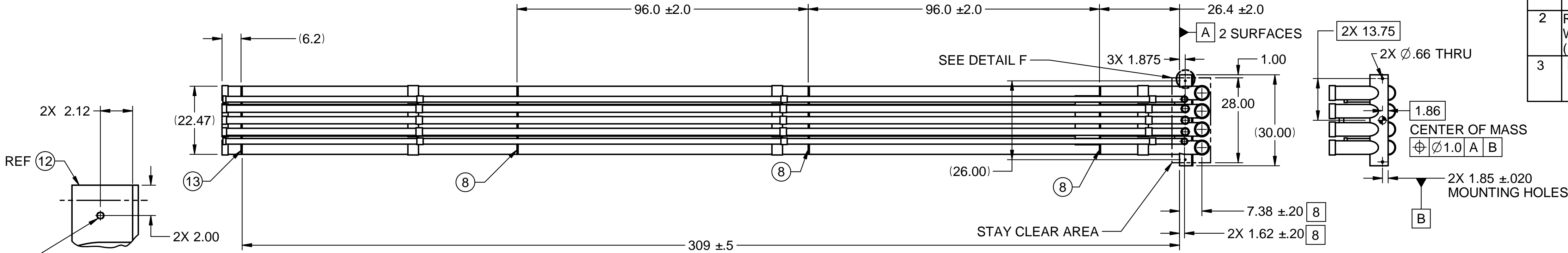
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REV	DESCRIPTION	DWN	CHKR	APVD	DATE
1	REV PER ECR-1557, ADDED DETAILS F AND A3	RG	AH	AH	2-17
2	REV PER ECR-1635, SH 3, ITEM 7 WAS (.50) THK, SH 3, ITEM 12 WAS (.50) THK, HOLES WERE 6X 1/2-13	KEF	AH	AH	05-17
3	REVISE PER ECR-T06895	MJH	AH	AH	09-22



DETAIL F
SCALE: 1:4

SEE DETAIL A

VIEW E-E
SEE SHEET 4

STAY CLEAR SURFACE

STAY CLEAR ARC

STAY CLEAR PLANE

STAY CLEAR CENTER

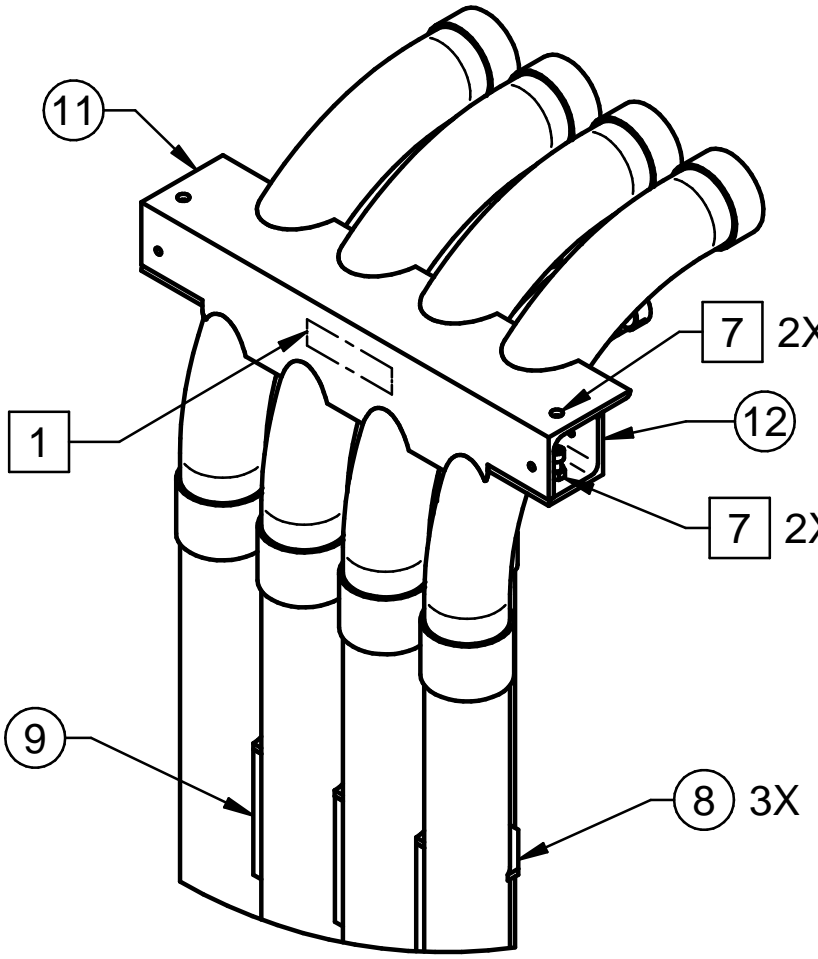
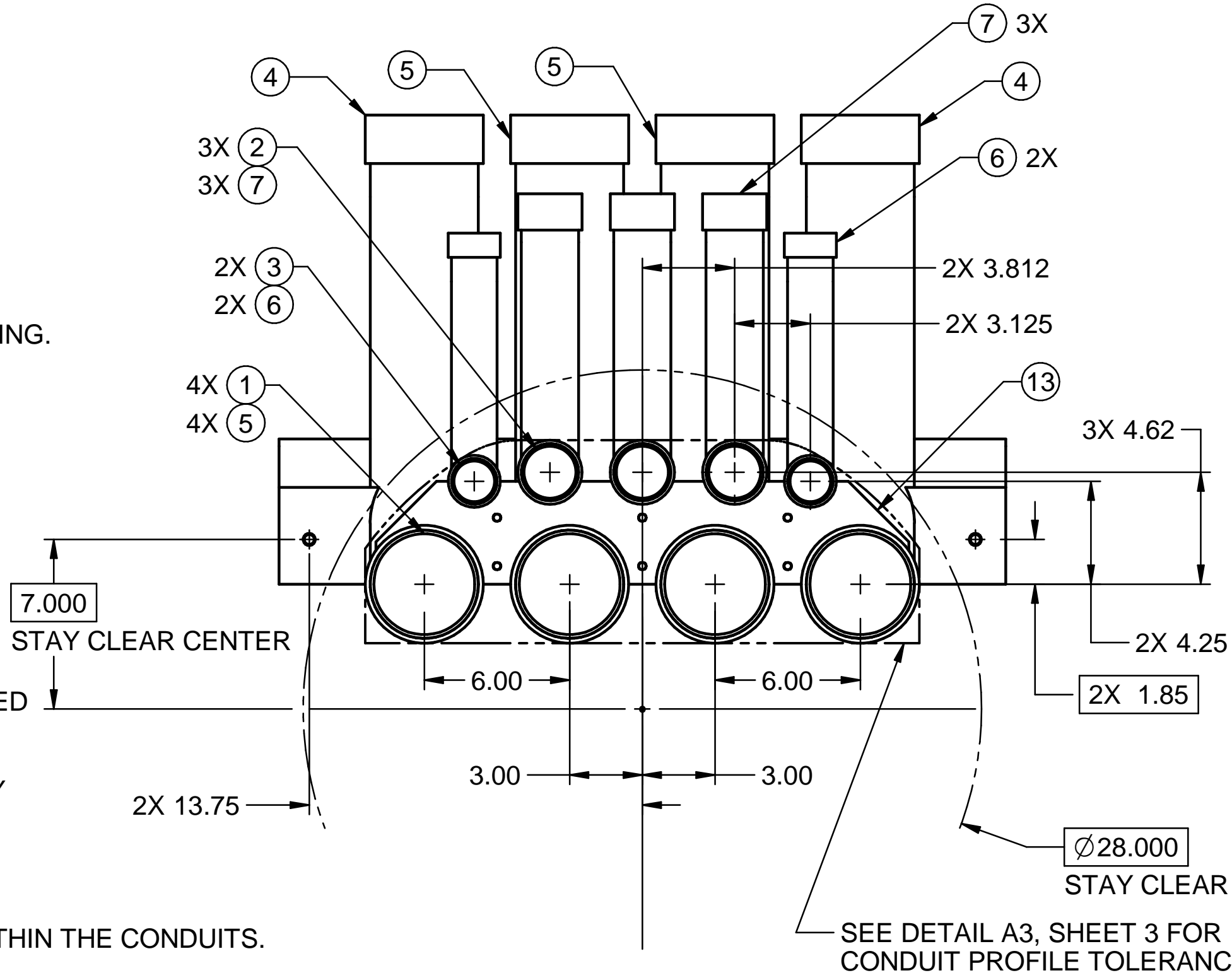


FIG 1
PARTIAL ISOMETRIC VIEW
SCALE: 1:10

NOTES: UNLESS OTHERWISE SPECIFIED

- 1 INSCRIBE OR ENGRAVE PART NUMBER AND REVISION APPROX WHERE SHOWN, .03 DEEP MAX. STENCIL "WT = 1,300 LB" DIRECTLY ADJACENT TO PART NUMBER IN 1.0 CHARACTERS IN A COLOR CONTRASTING TO SURFACE.
- 2 PREP FOR WELDING TO CONDUIT ON CENTERS. MATCH RADII SHOWN TO CONDUIT DIAMETERS AND BENDS.
- 3 USE MINIMUM NUMBER OF CONDUIT COUPLINGS ON ALL CONDUITS.
- 4 ALL ELEMENTS SHOWN AS ANGLE STOCK MAY BE FABRICATED BY WELDING OR BENDING FLAT STOCK.
- 5 ALL CONDUITS TO BE SMOOTH AND BURR FREE AFTER ASSEMBLY AND WELDING.
- 6 ALL WELD DIMENSIONS ARE MIN.
- 7 VENDOR MUST ENSURE THAT MOUNTING AND LIFTING POINTS ARE ABLE TO SUPPORT LOADS OF 3,000 LBS IN ANY DIRECTION WITHOUT YIELDING.
- 8 ELBOW STAY CLEAR MUST BE RESPECTED.
- 9 ASSEMBLY OF INTERMEDIATE METAL CONDUIT (IMC) & ELBOW SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) & UL SAFETY STANDARD 1242.
- 10 CONDUIT COUPLINGS SHALL BE PROPERLY INSTALLED & CONDUITS THREADED TO ENGAGE NOT LESS THAN 5 THREADS
- 11 ALL WELDING SHALL BE IN ACCORDANCE WITH AMERICAN WELDING SOCIETY STANDARD AWS D14.4. CONDUIT WELDS AND BRACKETS SHALL BE PAINTED TO PROVIDE CORROSION RESISTANCE EQUIVALENT TO THE BASE CONDUIT .
- 12 AFTER ASSEMBLY, ALL CONDUITS SHALL BE SWABED WITH A MANDREL RUN THROUGH END TO END, TO ENSURE THAT NO FOREIGN MATERIAL EXISTS WITHIN THE CONDUITS.
- 13 CONDUITS SHALL BE FREE OF FOREIGN MATERIAL, OPEN ENDS SHALL BE CAPPED & PROTECTED FROM DAMAGE.
- 14 ITEM MAY BE SUBSTITUTED WITH IDENTICAL ITEM FROM DIFFERENT SLAC APPROVED VENDOR.
- 15 TAPPED HOLES MAY BE REPLACED WITH ROUND BASE WELD NUT (FOR 1/2-13, McMASTER-CARR 90596A033 OR FOR 3/8-16 McMASTER-CARR 90596A31 OR THEIR EQUIVALENTS) MOUNTED FAR SIDE.
- 16 MATERIAL MUST MEET ASTM A108, A36, A512, OR AISI 1018. VENDOR TO SPECIFY MATERIAL IN BID.
- 17 ALL ELBOWS TO BE MANUFACTURED FROM GALVANIZED RIGID STEEL CONDUIT (RSC)

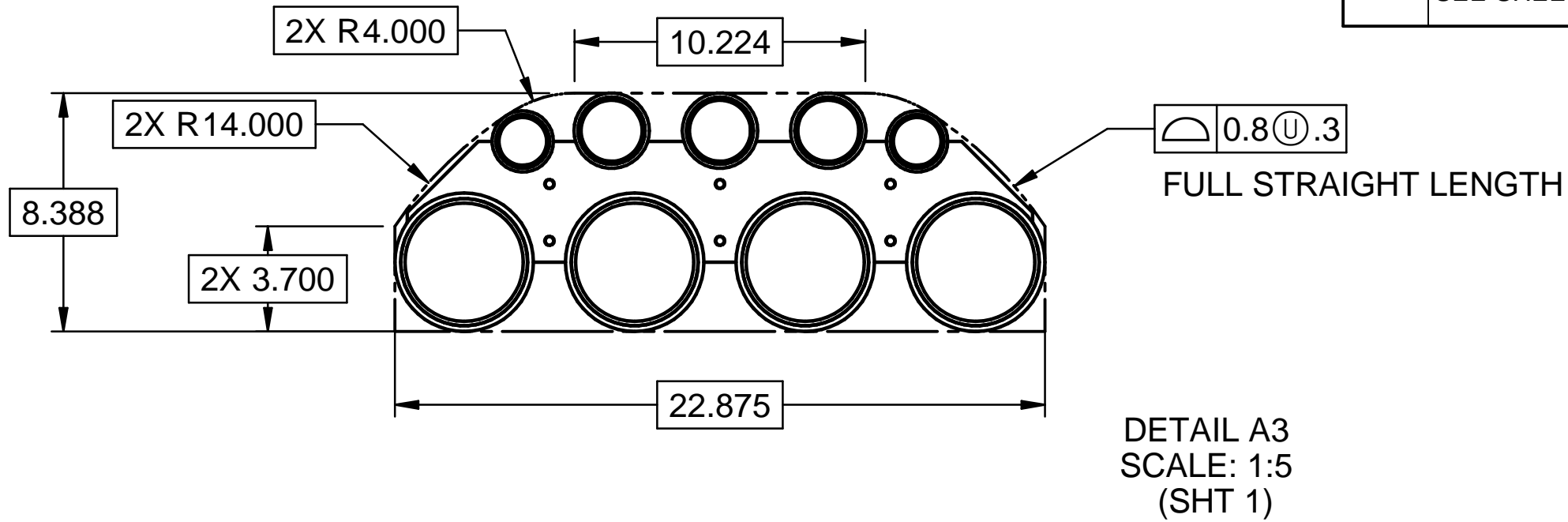
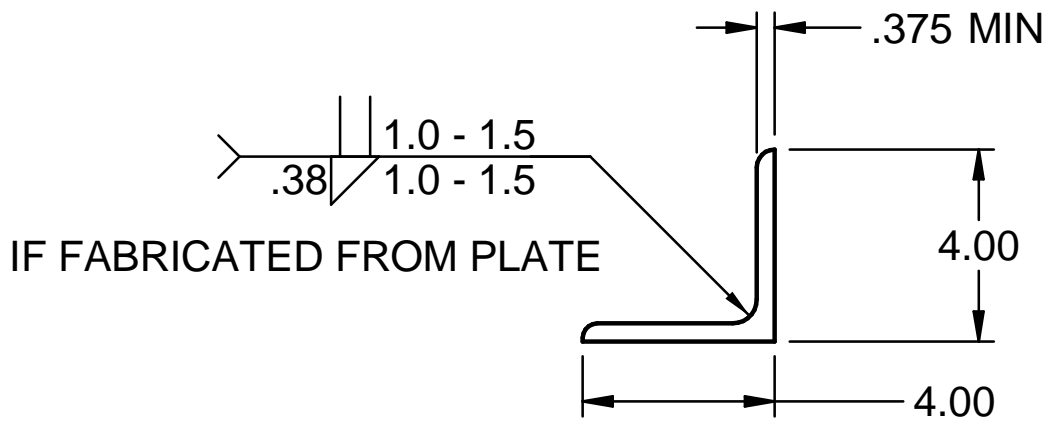


DETAIL A
SCALE: 1:5

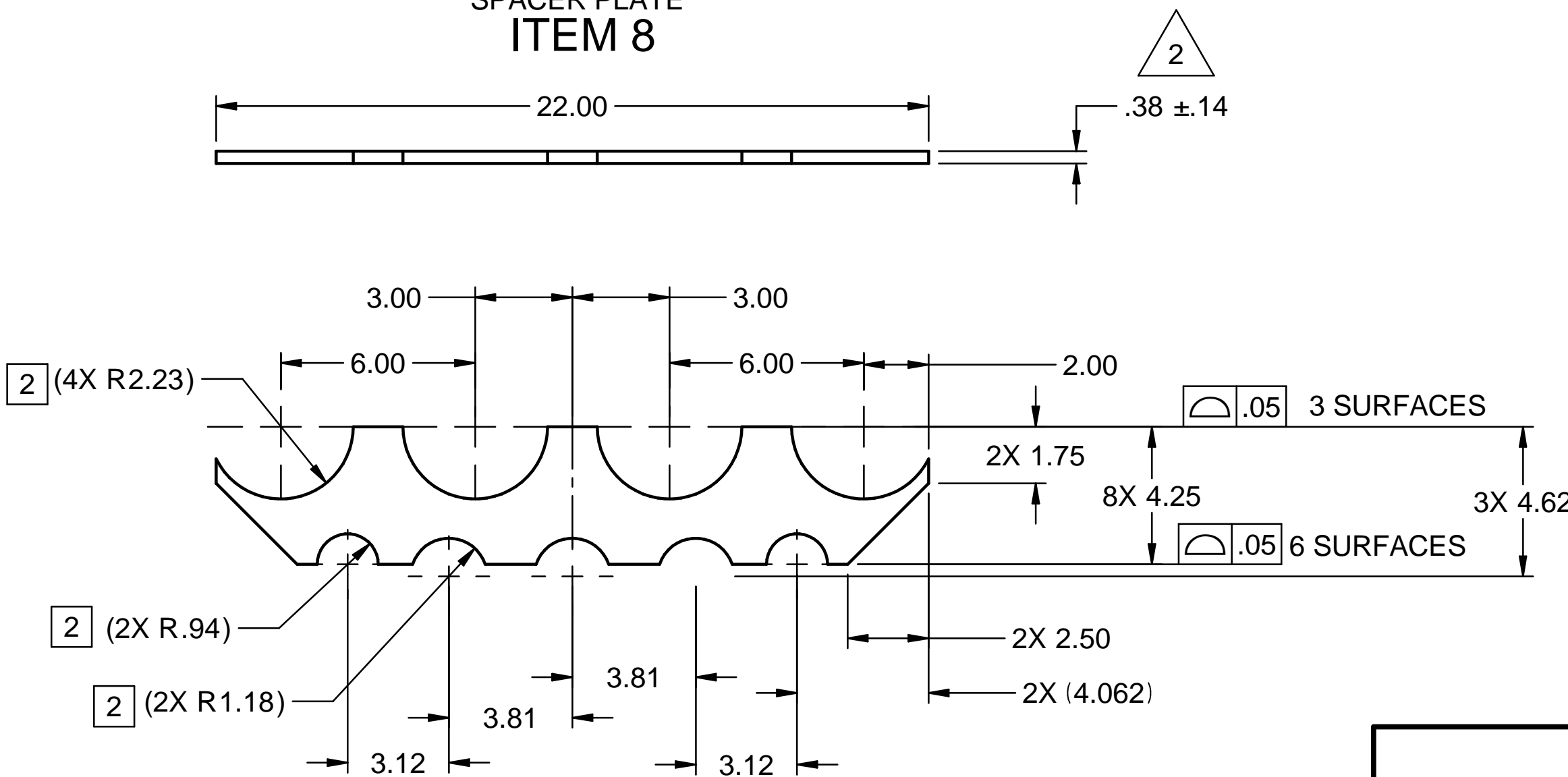
15		SCREW, CAP, SCH, HEX, 1/2-13 UNC-3A X 1.5, SST 18-8	2
14		NUT, HEX, 1/2-13 UNC-2B, GRADE 2 STEEL, HOT DIPPED GALVAIZED	2
13		SPACER PLATE WITH HOLES; GP LOW CARBON STEEL, .50 THK	1
12		SUPPORT BRACKETS; GP LOW CARBON STEEL	1
11		MAIN SPRT BAR; GP LOW CARBON STEEL	1
10		BRACE 2; GP LOW CARBON STEEL	2
9		BRACE 1; GP LOW CARBON STEEL	7
8		SPACER PLATE; GP LOW CARBON STEEL, .50 THK	3
7	BRIDGEPORT 326	PLASTIC BUSHING, 2 IN	6
6	BRIDGEPORT 325	PLASTIC BUSHING, 1-1/2 IN	4
5	BRIDGEPORT 330	PLASTIC BUSHING, 4 IN	6
4	BRIDGEPORT 390-DC	GROUNDING BUSHING, 4 IN	2
3	IMC 1-1/2 IN TRADE SIZE	CONDUIT, 1.88 OD X 1.68 ID X 120.00 L	2
2	IMC 2 IN TRADE SIZE	CONDUIT, 2.36 OD X 2.15 ID X 120.00 L	3
1	IMC 4 IN TRADE SIZE	CONDUIT, 4.47 OD X 4.17 ID X 120.00 L	4
ITEM	STOCK OR PART NO	TITLE OR DESCRIPTION	QTY

---	DIMENSIONING AND TOLERANCING IS IAW ASME Y14.5-2009	SCALE: 1:20 DO NOT SCALE DRAWING	ESTIMATED MASS: 1208 LB	CAD FILE NAME: sc37552008.dft
---	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES. TOLERANCES: BREAK EDGES .005-.015 INTERNAL CORNERS R.015 MAX FRACTIONS ± --- DEC .XX± .05 .XXX± .010 .XXXX± --- ANGLE ± 1°	 NATIONAL ACCELERATOR LABORATORY	 U.S. DEPARTMENT OF ENERGY	LCLS2 RF SYSTEM PENETRATION INSTALLATION CONDUIT BUNDLE
ID-375-459-22	DEC .XX± .05 .XXX± .010 .XXXX± --- ANGLE ± 1°	THE DRAWINGS, SPECIFICATIONS AND OTHER DATA HEREIN PROVIDED SHALL NOT BE COPIED, PUBLISHED OR OTHERWISE FURTHER DISSEMINATED WITHOUT PRIOR WRITTEN PERMISSION OF STANFORD UNIVERSITY/SLAC		
ID-375-459-21	ALL SURF ✓	APPROVALS DATE 20160504 A. HAASE R. GONZALES O. FRENER		
NEXT ASSEMBLIES:		DRAWING NUMBER SC-375-520-08		
		REVISION NUMBER 03		
		D		

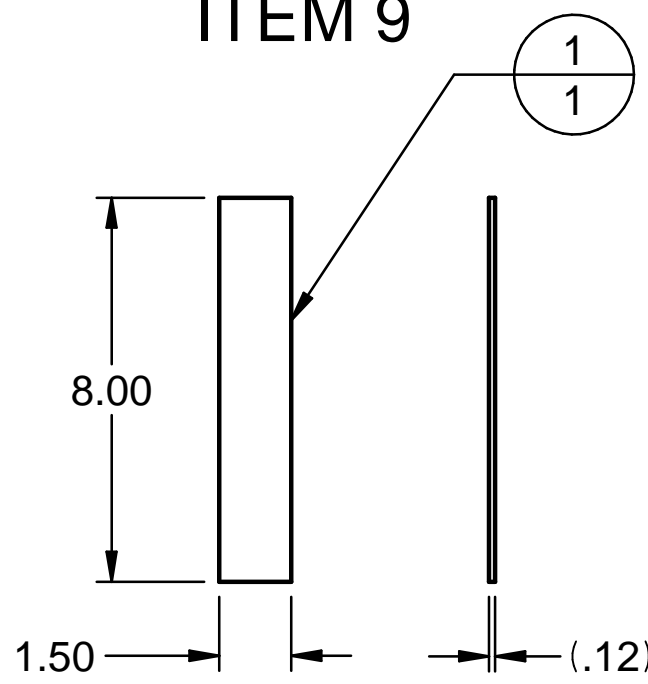
ITEM 12



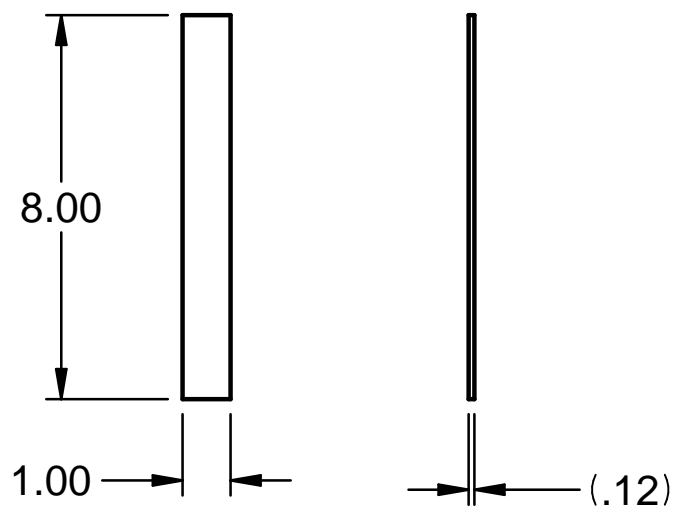
SPACER PLATE
ITEM 8



BRACE 1
ITEM 9

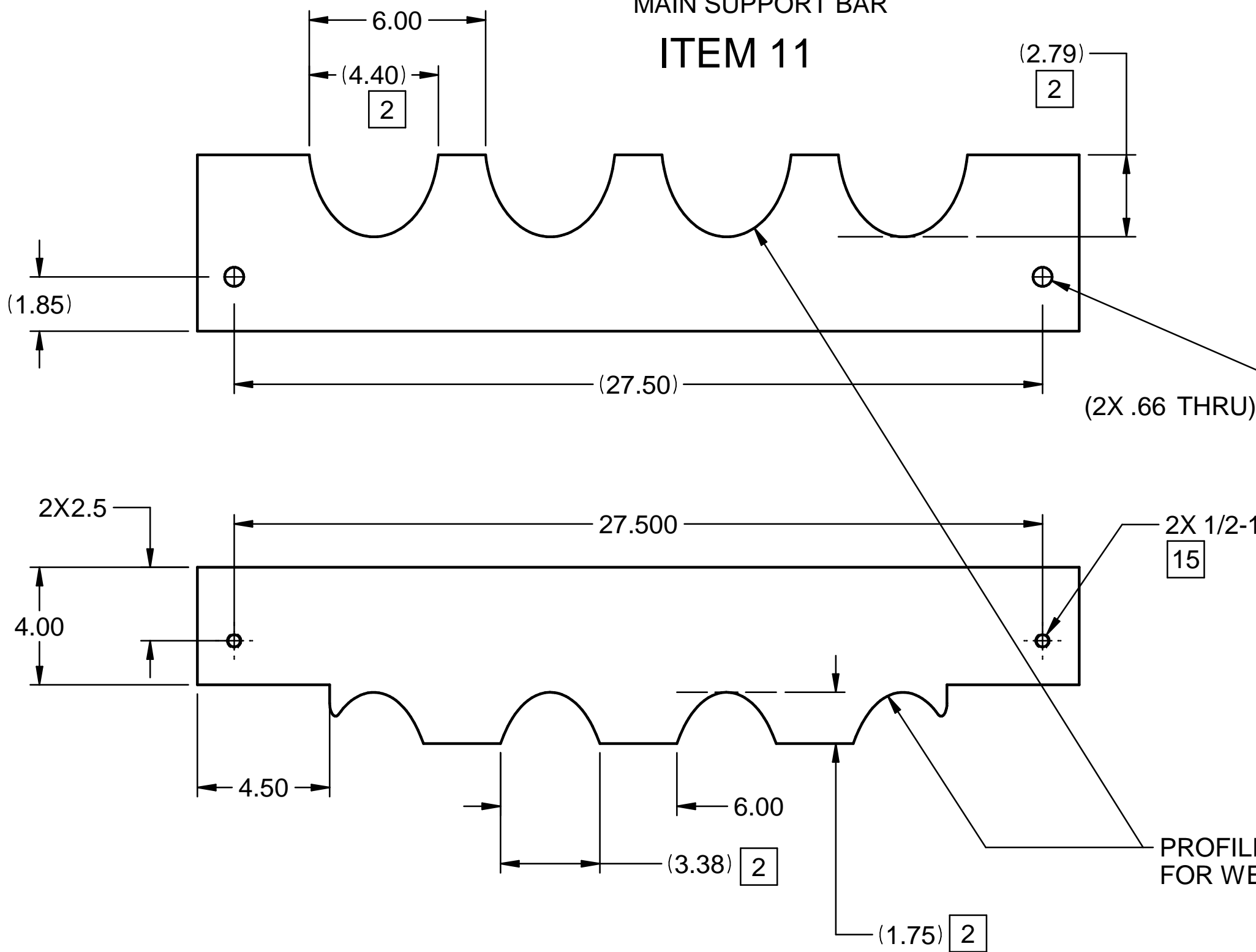


BRACE 2
ITEM 10

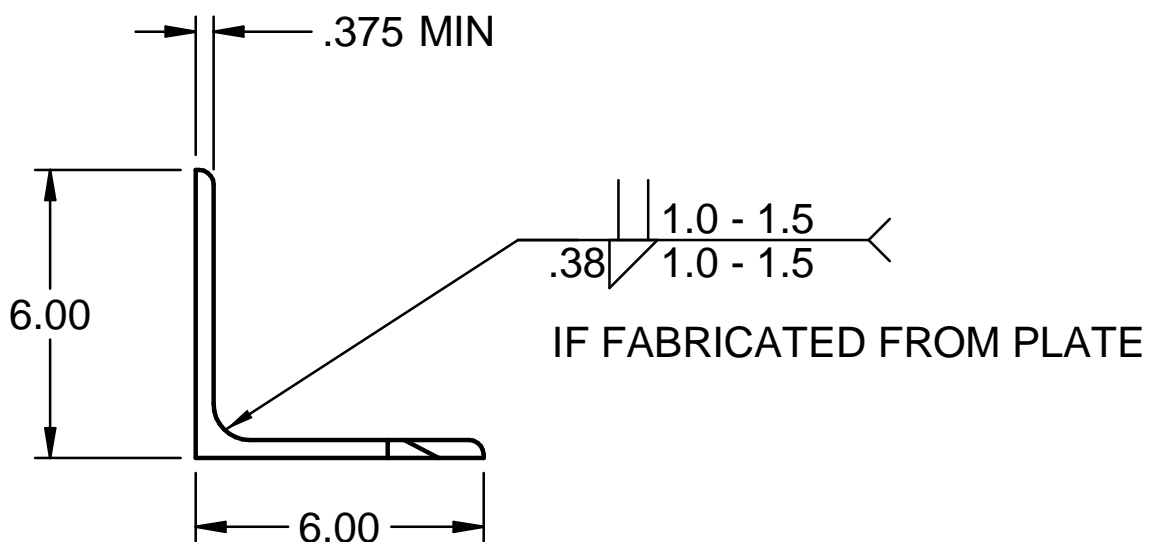


PROFILE AS REQUIRED
FOR WELDING TO CONDUIT
AS SHOWN

MAIN SUPPORT BAR
ITEM 11

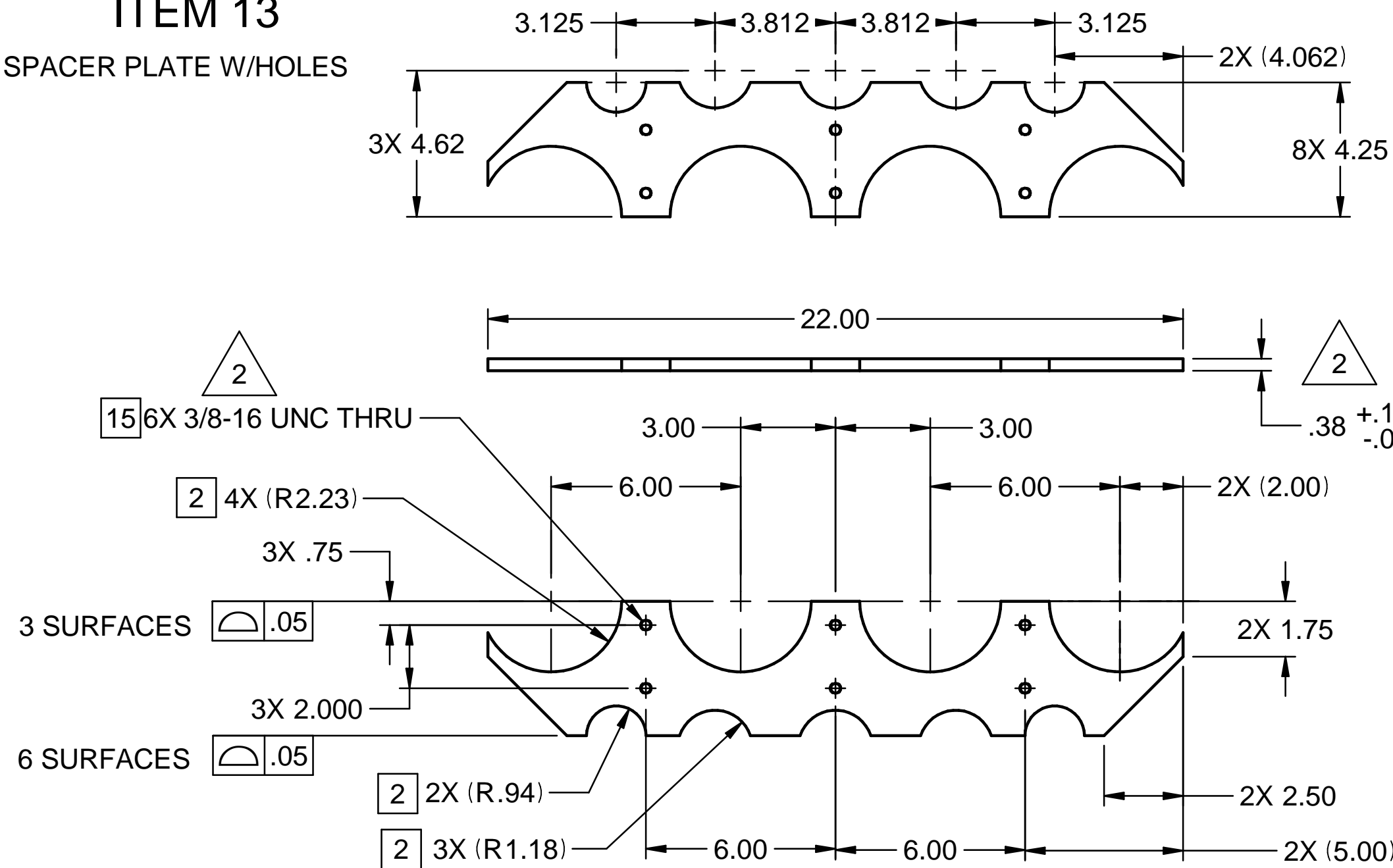




PROFILE AS REQUIRED
FOR WELDING TO CONDUIT

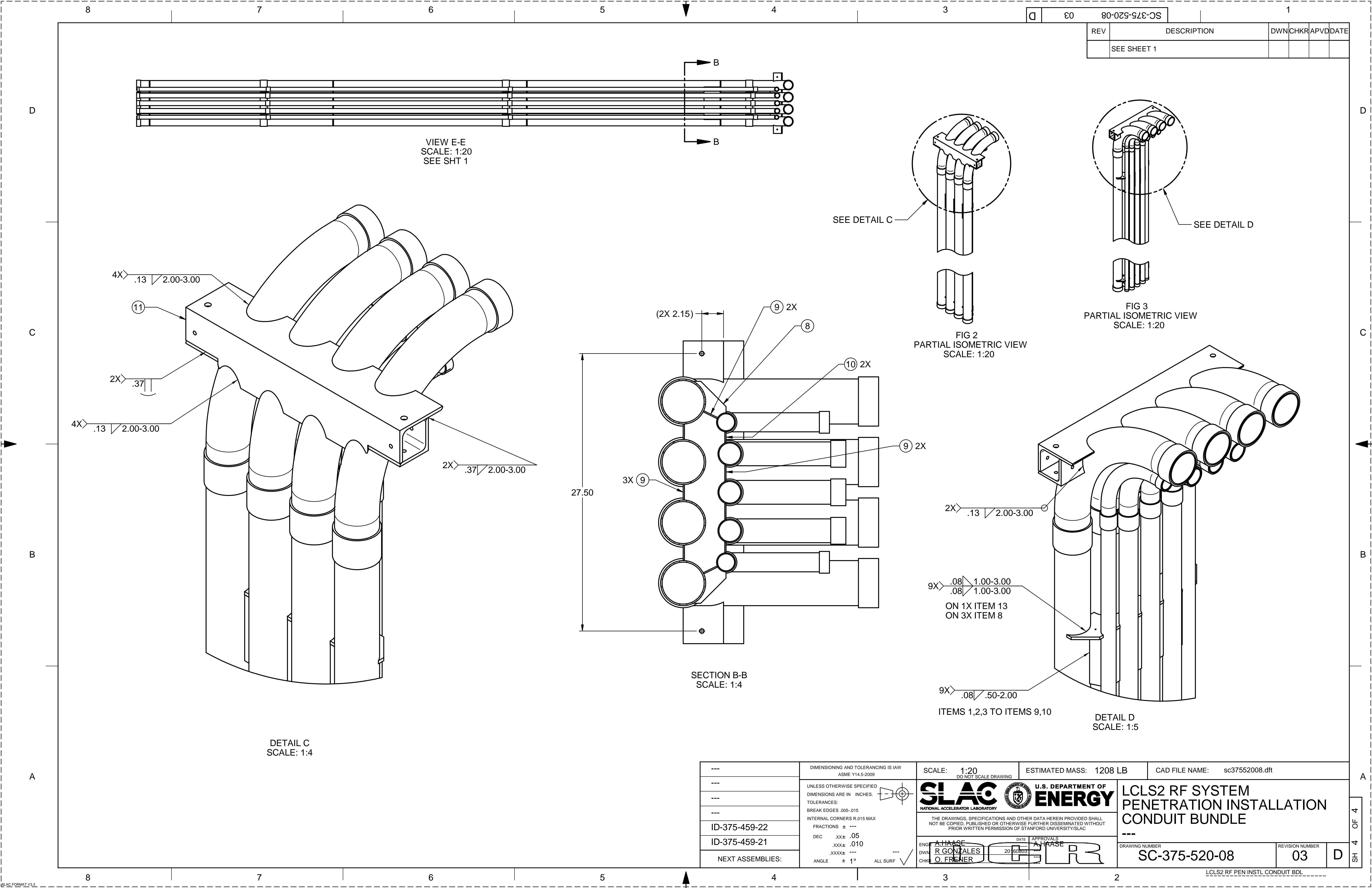


ITEM 13

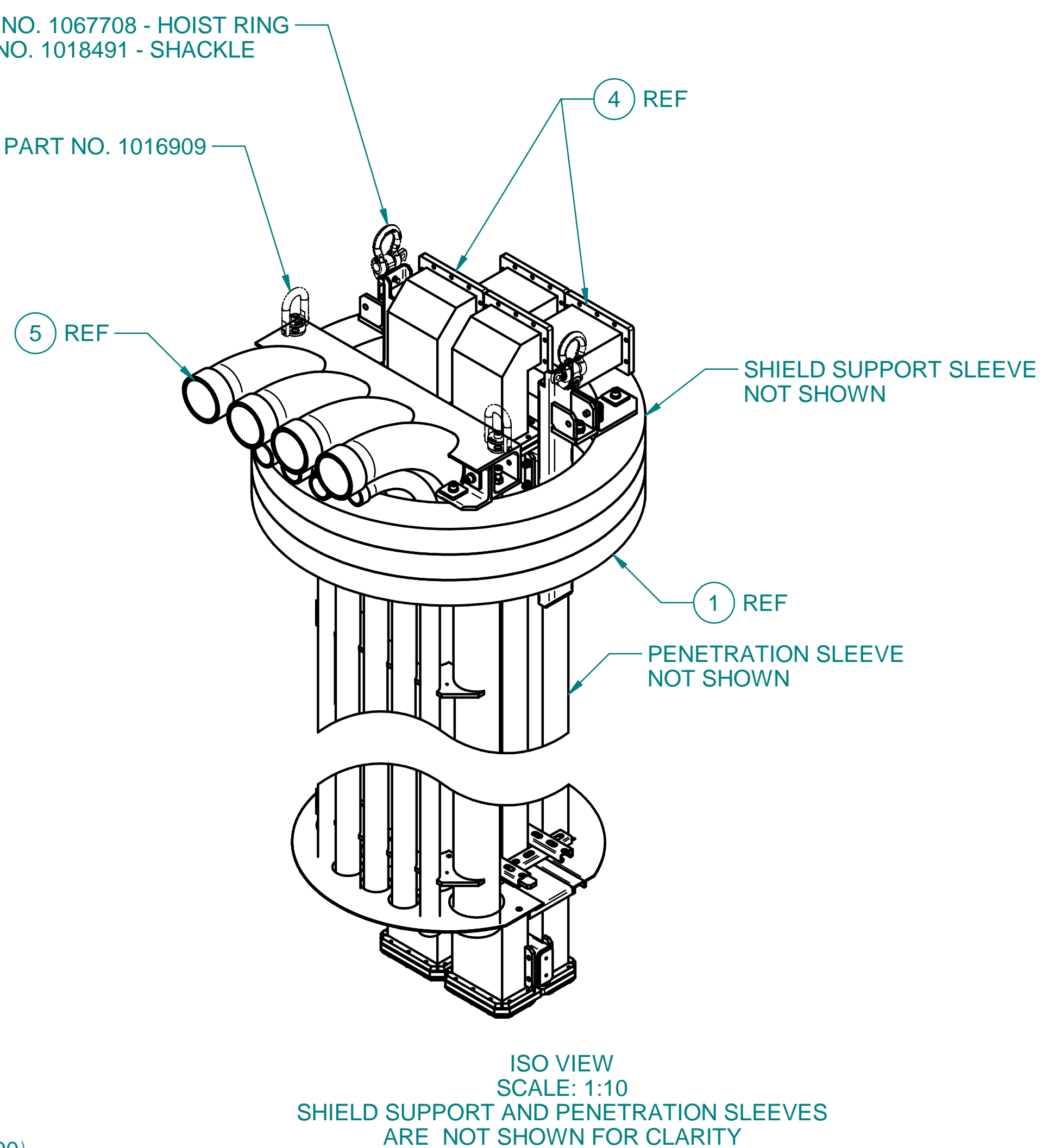
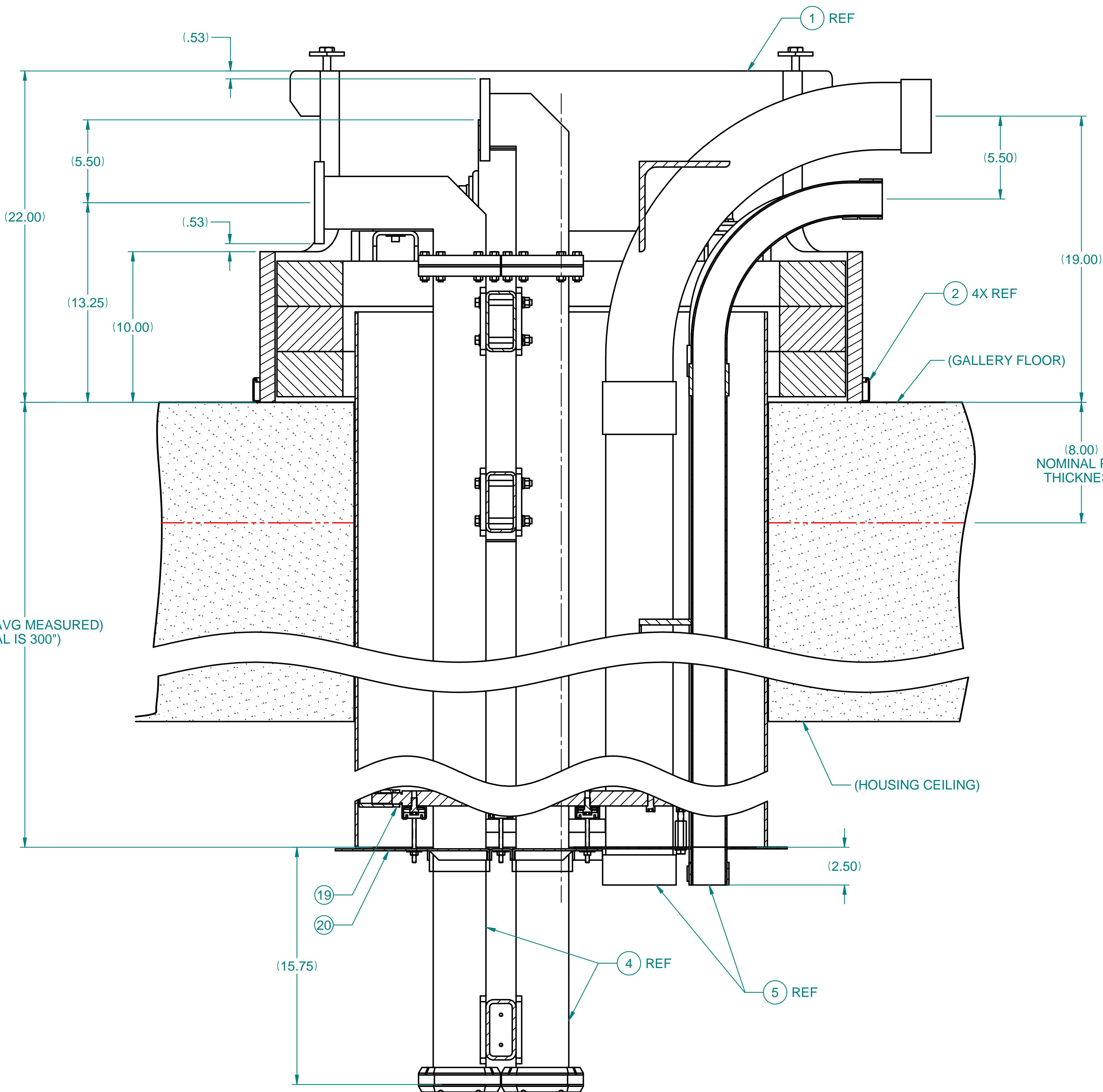
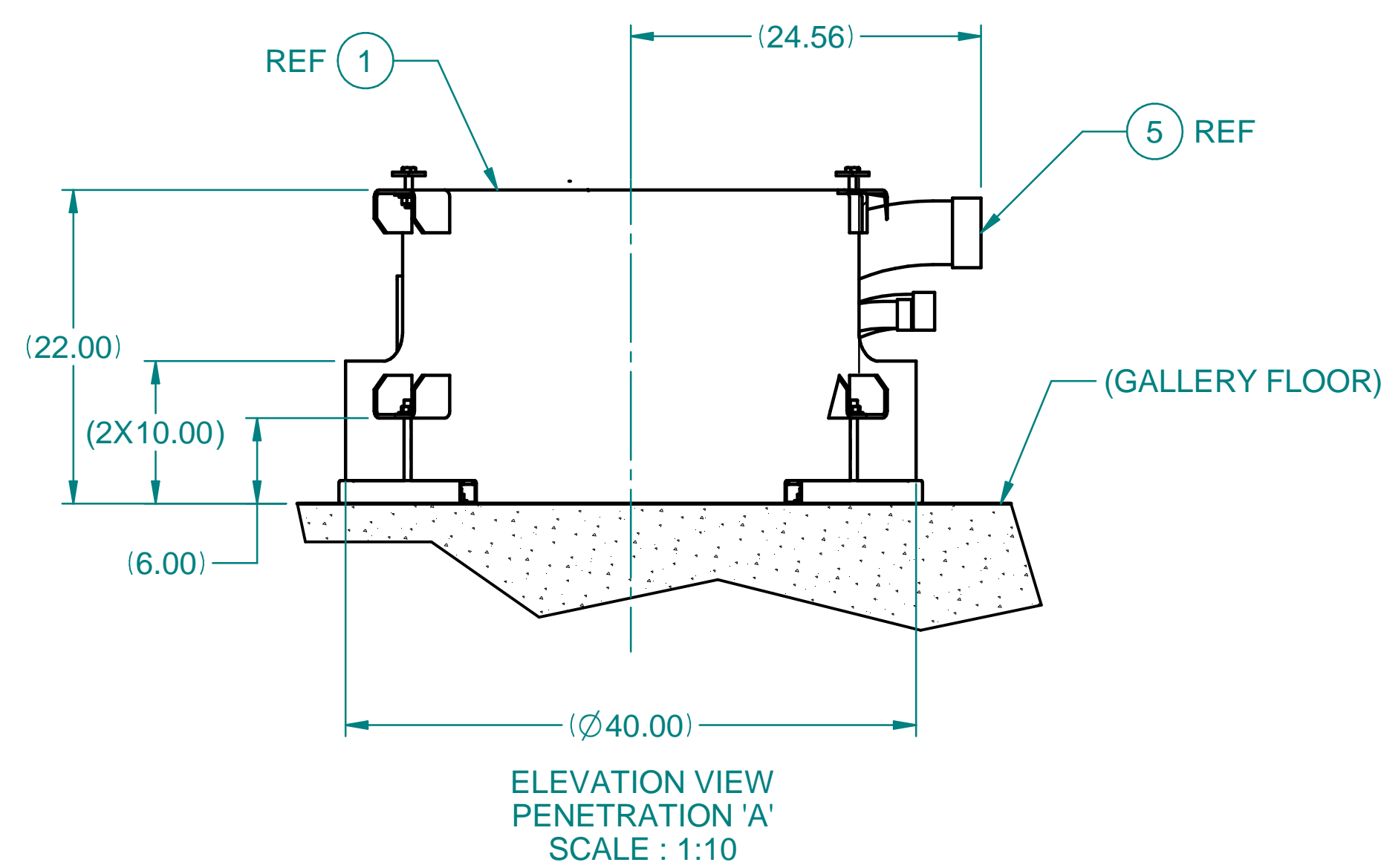
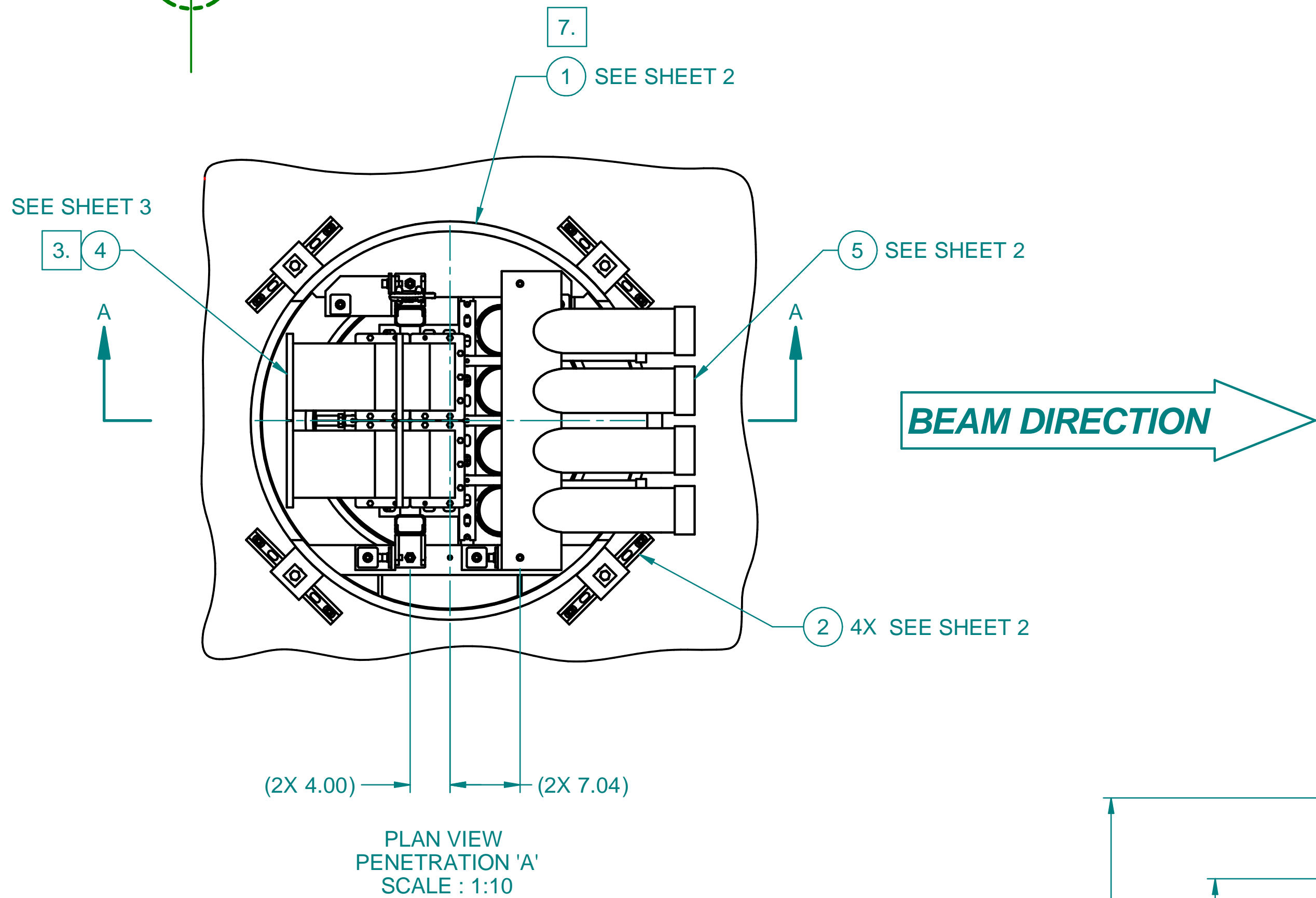
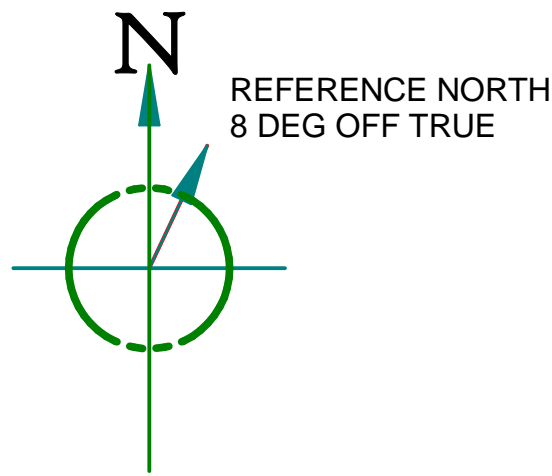
SPACER PLATE W/HOLES



---	DIMENSIONING AND TOLERANCING IS IAW ASME Y14.5-2009	SCALE: 1:20 DO NOT SCALE DRAWING	ESTIMATED MASS: 1208 LB	CAD FILE NAME: sc37552008.dft
---	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES.	 	LCLS2 RF SYSTEM PENETRATION INSTALLATION CONDUIT BUNDLE ---	
---	TOLERANCES: BREAK EDGES .005-.015			
---	INTERNAL CORNERS R.015 MAX	THE DRAWINGS, SPECIFICATIONS AND OTHER DATA HEREIN PROVIDED SHALL NOT BE COPIED, PUBLISHED OR OTHERWISE FURTHER DISSEMINATED WITHOUT PRIOR WRITTEN PERMISSION OF STANFORD UNIVERSITY/SLAC		
ID-375-459-22	FRACTIONS ± ---	<div> <div> ENGR. A. HAASE DWG. R. GONZALES CHK. O. FRENER </div> <div> DATE 20160803 APPROVALS A. HAASE </div> </div>		
ID-375-459-21	DEC .XX± .05 .XXX± .010 .XXXX± --- ANGLE ± 1°	DRAWING NUMBER SC-375-520-08		
NEXT ASSEMBLIES:	ALL SURF ✓	REVISION NUMBER 03		
		D		



REV	DESCRIPTION	DWN	CHKR	APV	DATE
1	PER ECR-1660 ADD ITEM 17 AS REF, ADD TO NOTE ONE TO REF ITEM 17.	KEF	KF	KF	06/07/2017
2	PER ECR-1784 ADDED ADDITIONAL INSTL NOTES SHEET 2	KEF	AH	AH	09/06/2017
03	PER ECR-T02775, BOM RENUMBERED; ADD ITEMS 18, 19, 20, & 21. GENERAL USE NEXT ASSY. ITEM 1 WAS SA-375-459-35, ADD NOTES 7 & 14 TO 18. ADD SH 4.	RBR	AH	AH	8/25/2021

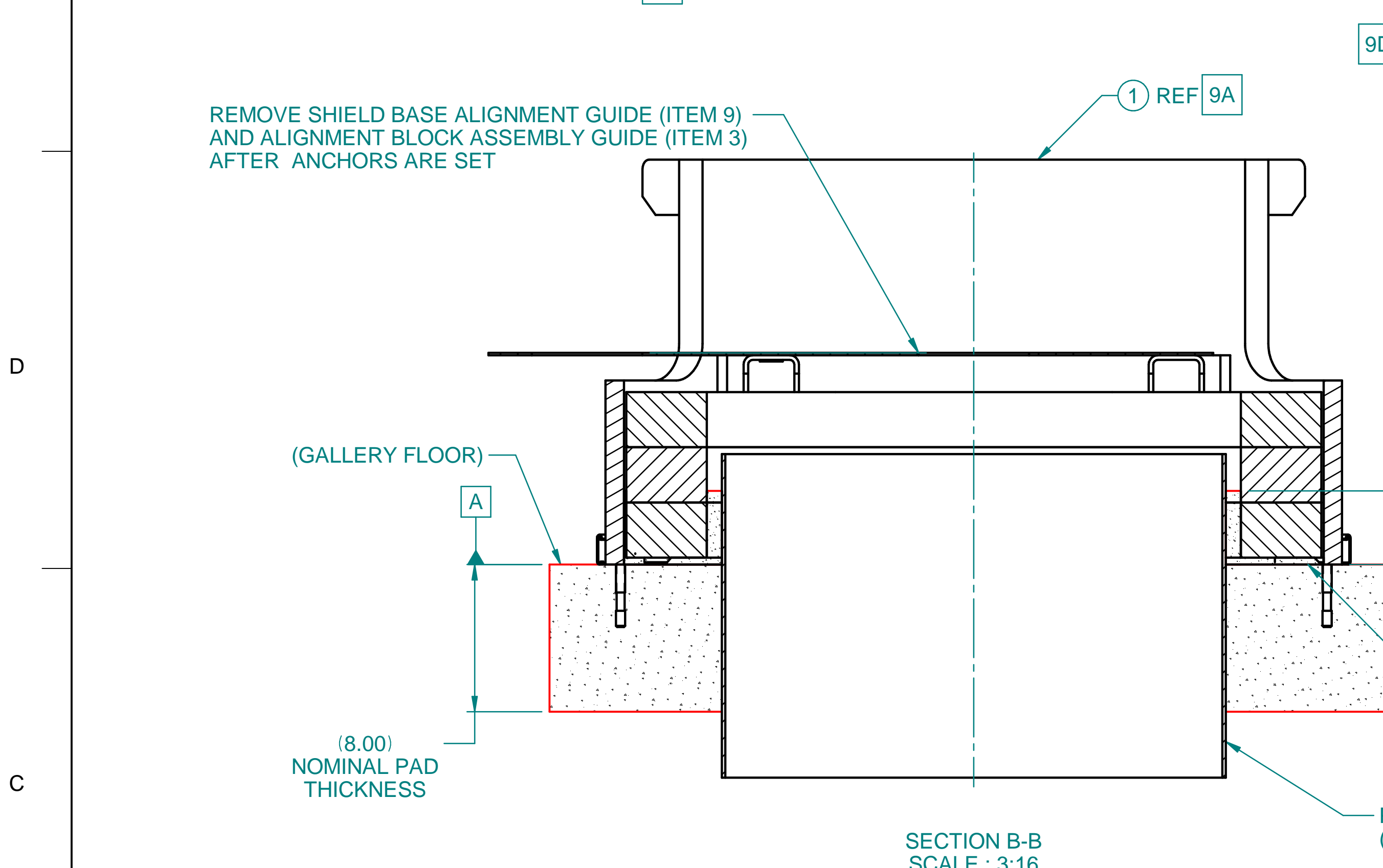
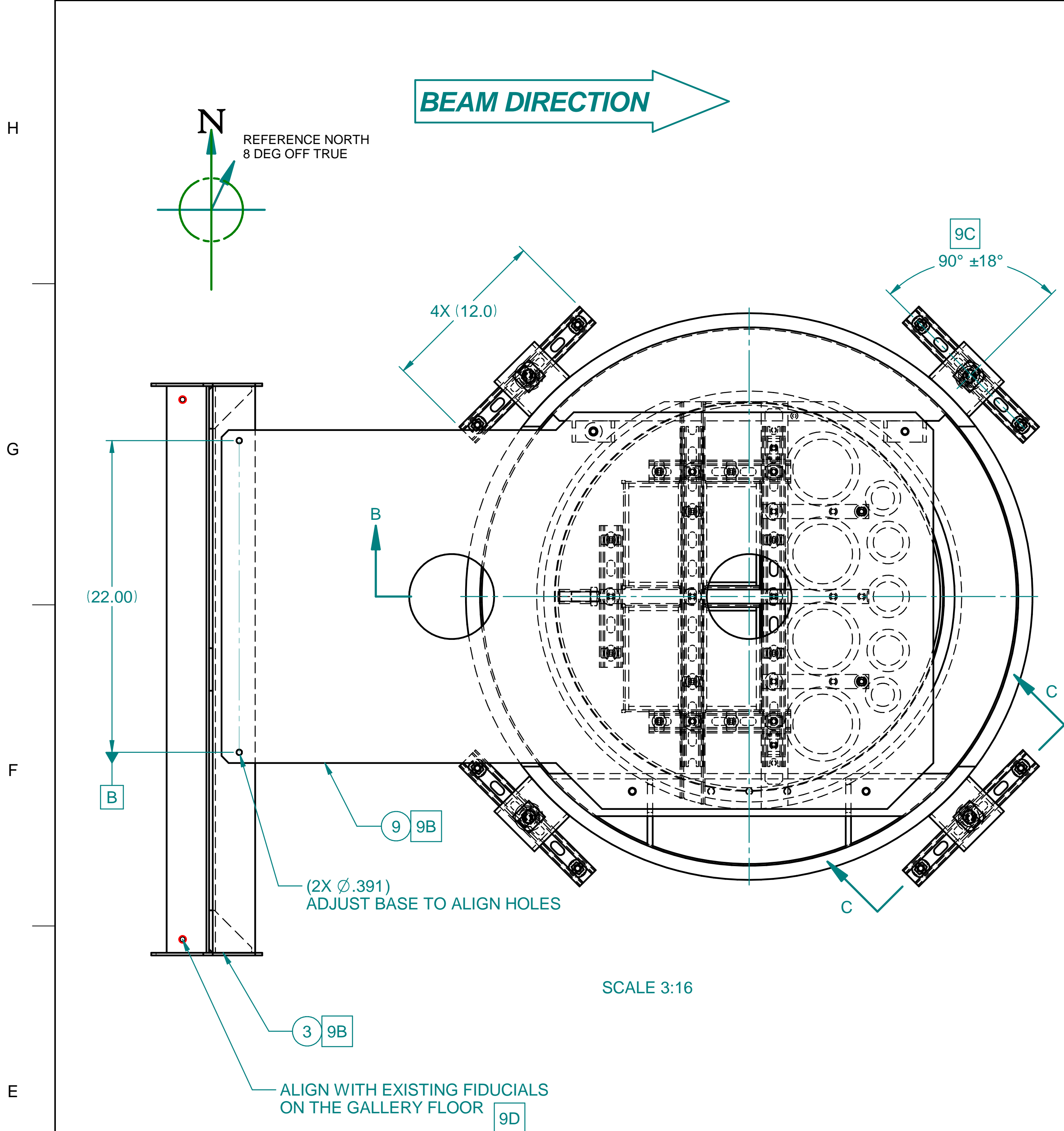


NOTES UNLESS OTHERWISE SPECIFIED:

1. INSTALLATION SHALL BE PER SLAC LCLS II-2.4-SW-1010. REFERENCE ID-375-520-84 (ITEM 17) FOR ANCHOR TEMPLATES AND LOCATIONS. REFERENCE SLAC BUILDING INSPECTION OFFICE REPORT PRS#17-054.
2. SEE SHEET 2 TO INSTALL BASE RING/SUPPORT SLEEVE INSTALLATION. SEE SHEET 2 TO INSTALL CONDUIT BUNDLE (ITEM 5).
3. CAUTION! WAVEGUIDE BUNDLE (ITEM 4) IS DELICATE ELECTRONIC EQUIPMENT. HANDLE WITH CARE TO AVOID DAMAGES.
4. SEE SHEET 3 TO INSTALL WAVEGUIDE BUNDLE (ITEM 4) FLANGE GUARDS AND LIFT HARDWARE.
5. LIFTING HARDWARE MAY BE SUBSTITUTED WITH APPROVAL OF A SLAC "RESPONSIBLE PERSON"
6. VENDOR ITEM MAY BE SUBSTITUTED WITH AN ENGINEERING APPROVED EQUIVALENT SOURCE FROM A DIFFERENT VENDOR.
7. CAP FROM ITEM 1 WILL BE INSTALLED AT HIGHER ASSEMBLY.

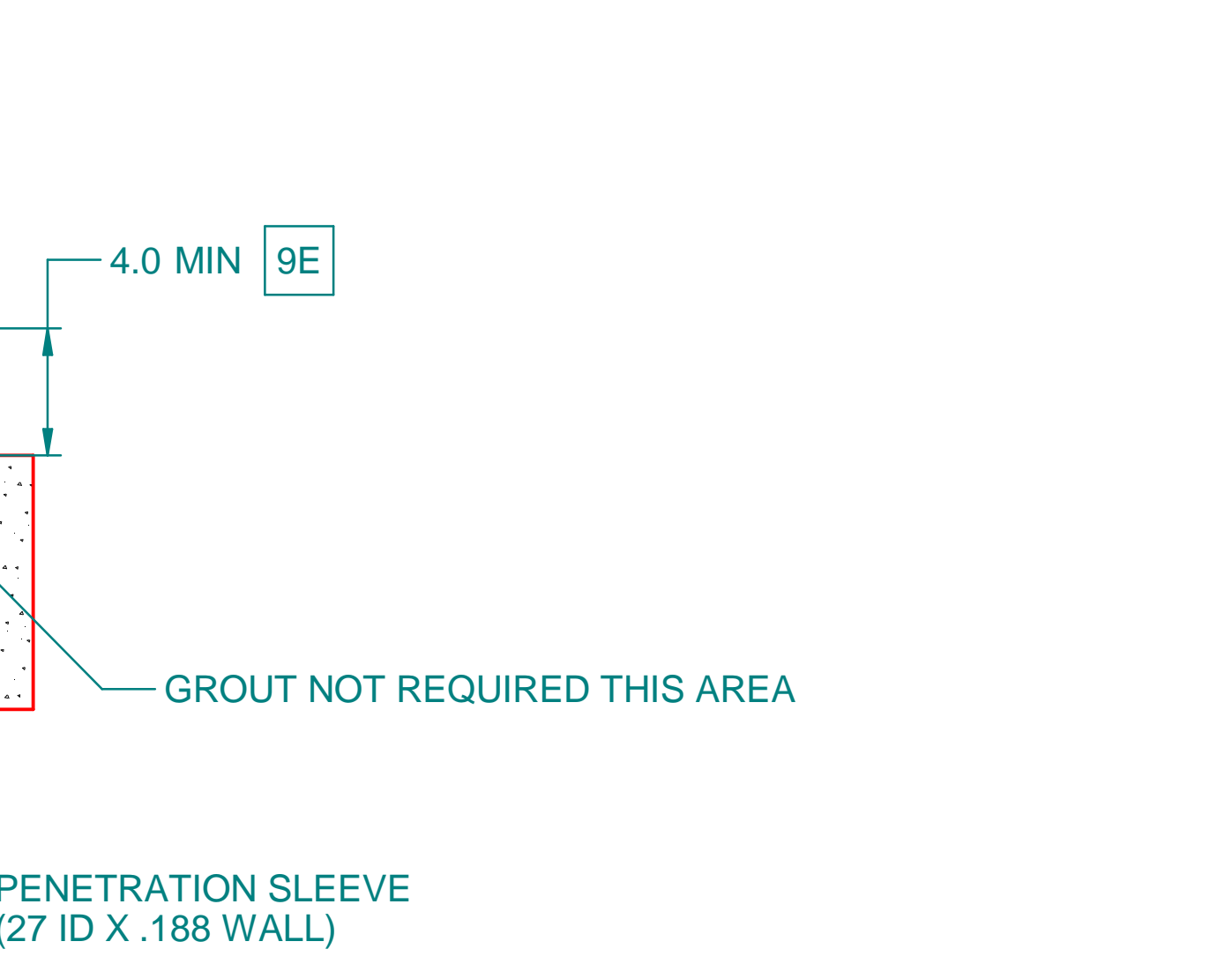
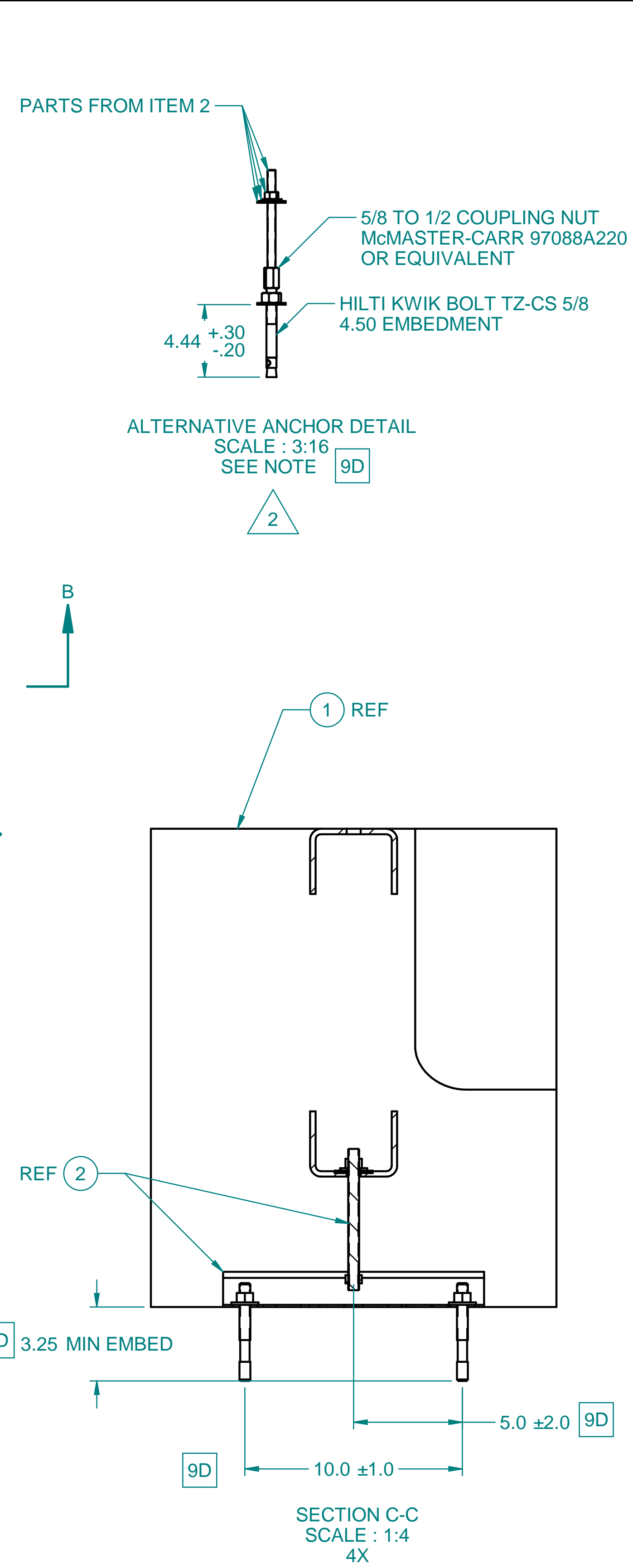
21	LIB-000006891	GOVERNMENT SCIENTIFIC SOURCE, INC. KMP25359EA	CAULK, DAP DYNAFLEX 230, 25359	AR
20	SA-375-459-92		HELIUM RESTRICTOR PLATES	1
19	SA-375-459-85		LOWER BRACE KIT	1
18	SL050101-07316		SCREW, CAP, SCH, HEX, 5/16-18 X 1.25, SST 316	40
17	ID-375-520-84	-	ANCHOR TEMPLATE LAYOUT	REF
16	SL050602-20093		WASHER, LOCK, HLCL SPR, .50, SST 316	8
15	SL050101-05891		SCREW, CAP, SCH, HEX, 1/2-13 X 1.5, SST 316	10
14	SL050303-19485		NUT, HVY HEX, JAM, 1/2-13, SST 316	2
13	SL050607-22340	JERGENS 31934	WASHER, SQ, HEAVY DUTY, .63 ID, STL 1018	8
12	PF-375-520-79		WR650 FLANGE GUARD BAR B	8
11	PF-375-520-76		WR650 FLANGE GUARD BAR A	8
10	PF-375-520-75		WR650 FLANGE GUARD PLATE	4
9	PF-375-520-72	-	SHIELD BASE ALIGN GDE	1
8	PF-375-459-71		ANCHOR TIE 3	1
7	PF-375-459-70		ANCHOR TIE 2	1
6	PF-375-459-64		ANCHOR TIE	2
5	SC-375-520-08		CONDUIT BUNDLE	1
4	SC-375-459-15		WAVEGUIDE BUNDLE	1
3	SA-375-520-83	-	ALIGNMENT BLOCK ASSY	1
2	SA-375-520-80		SHIELD ANCHOR KIT	4
1	SC-375-459-68	-	HPRF CAP/SHIELD ASSY	1
ITEM	PART NO	VENDOR PART NO	TITLE OR DESCRIPTION	QTY

SCALE: 1:4	ESTIMATED MASS: 7633 LB	DWG TYPE: INSTL
U.S. DEPARTMENT OF ENERGY SLAC NATIONAL ACCELERATOR LABORATORY		
THE DRAWINGS, SPECIFICATIONS AND OTHER DATA HEREIN PROVIDED SHALL NOT BE COPIED, PUBLISHED OR OTHERWISE FURTHER DISSEMINATED WITHOUT PRIOR WRITTEN PERMISSION OF STANFORD UNIVERSITY/SLAC		
ENG: A. HAASE DWN: R. GONZALES CHK: O. FREIER	DATE: 20181009 BY: A. HAASE	DRAWINGS NUMBER: ID-375-459-21 REVISION NUMBER: 03
GENERAL USE		E
NEXT ASSEMBLIES:		E

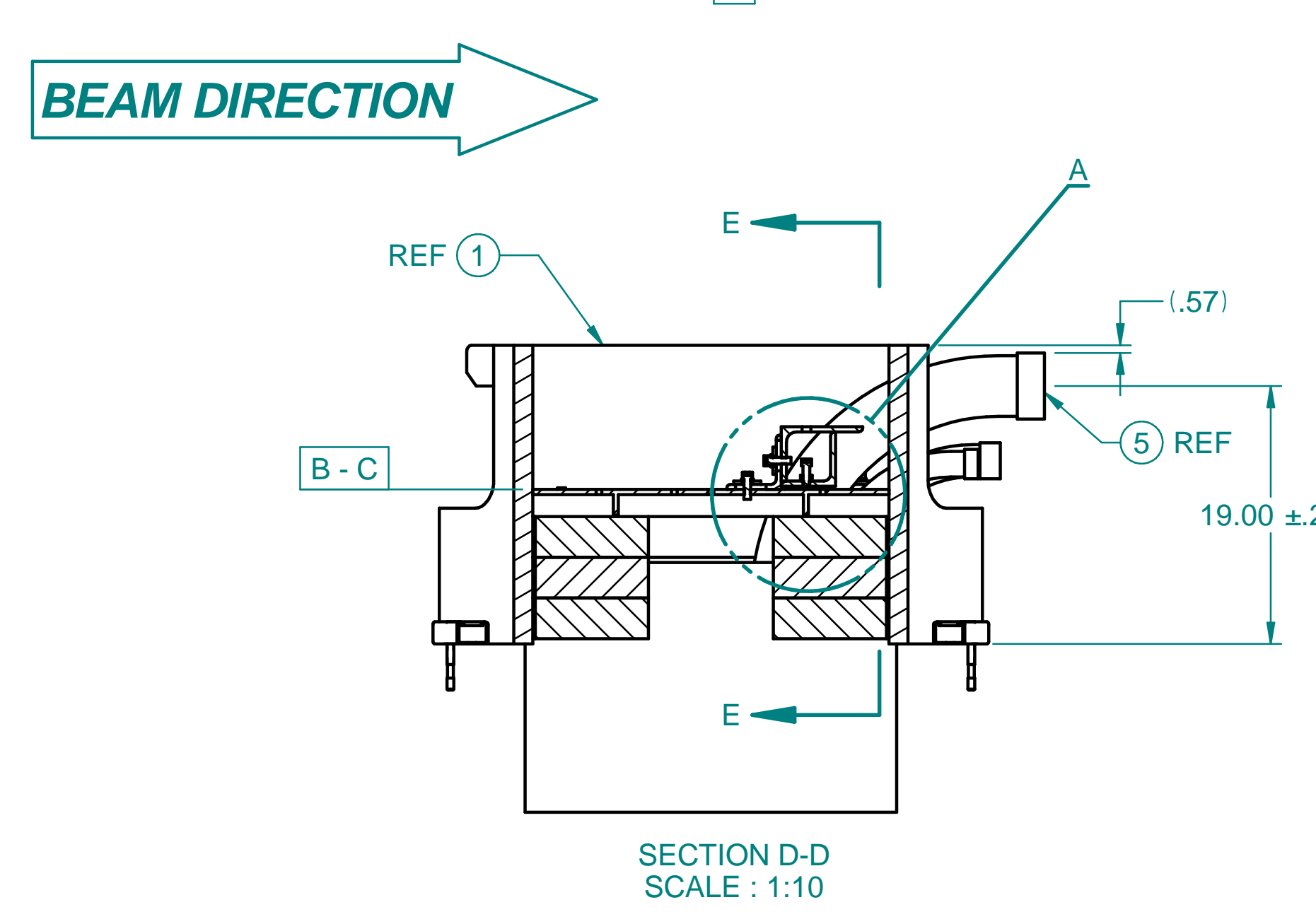
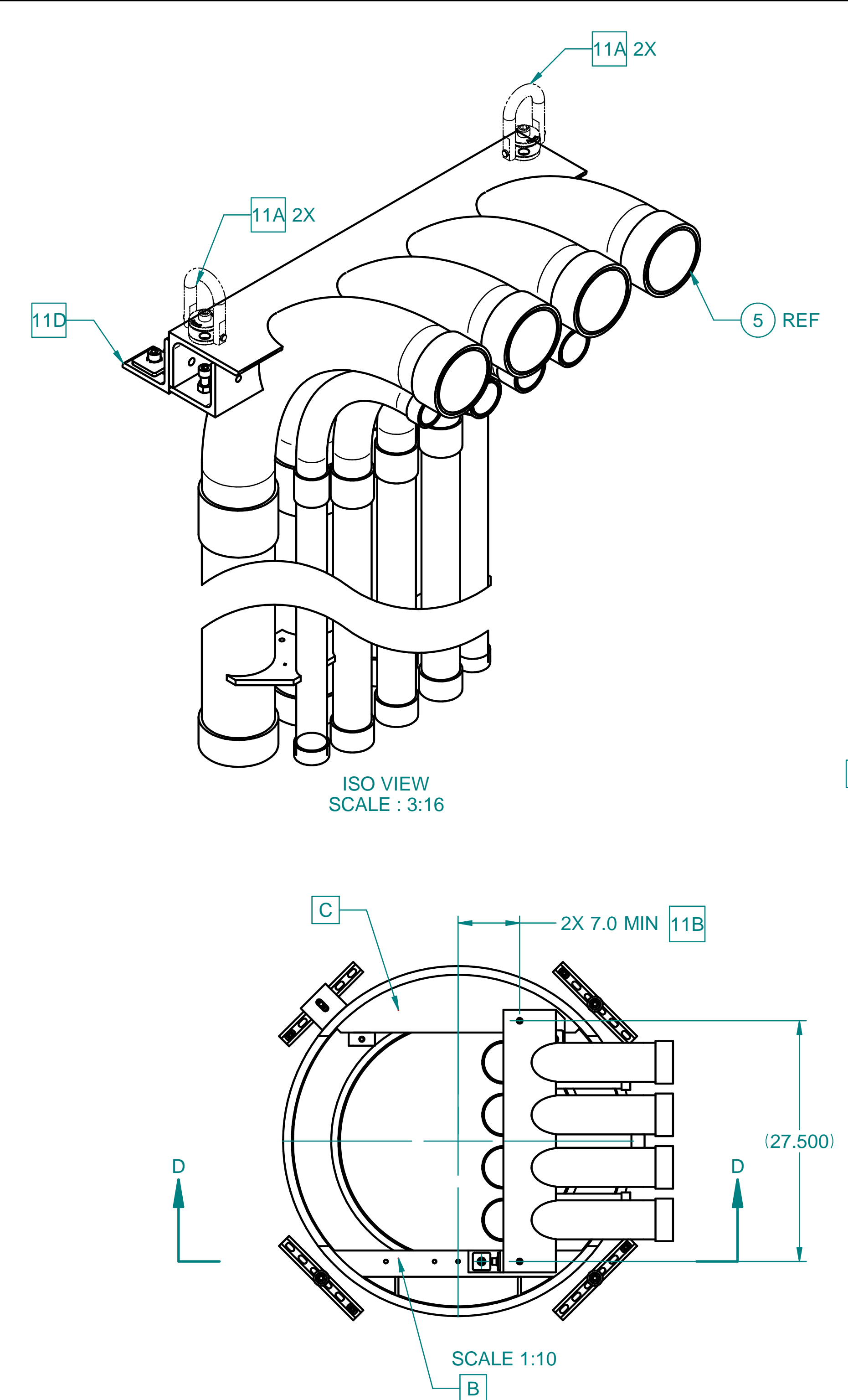


2 STEP 1: BASE RING/ SUPPORT SLEEVE INSTALLATION

- NOTES UNLESS OTHERWISE SPECIFIED:
8. SEE SHEET 1 FOR BILL OF MATERIALS AND GENERAL INSTALLATION NOTES.
9. INSTALLATION SEQUENCE FOR BASE RING/SUPPORT SLEEVE INSTALLATION:
- 9A - INSTALL HPRF-SHIELD SUPPORT BASE (ITEM1) AROUND THE PENETRATION SLEEVE.
 - 9B - ALIGN THE BASE USING THE ALIGNMENT GUIDE (ITEMS 3 AND 9) AND GALLERY FIDUCIALS AS SHOWN. STEEL SHIM AS REQUIRED (NOT PROVIDED) BETWEEN THE FLOOR AND SUPPORT SLEEVE IF REQUIRED FOR STABILITY, AND EPOXY IN PLACE.
 - 9C - FILL ALL GALLERY FLOOR DEFECTS THAT ARE LOCATED WITHIN 7.00 INCHES OF NEW ANCHOR LOCATIONS USING MASTERFLOW 100, MASTERFLOW 928, SIKAGROUT 212 OR OTHER SLAC APPROVED EQUIVALENT HIGH STRENGTH GROUT. DEFECTS TO BE PATCHED MUST BE BRUSHED AND BLOWN AND/OR VACUUMED CLEAN BUT DO NOT NEED TO BE OTHERWISE TEXTURED. WELL BONDED PAINT MAY BE LEFT IN PLACE. EXISTING 0.50 INCH EXPANSION ANCHORS CAN BE LEFT IN PLACE AND SHOULD NOT BE FILLED. FINISH NEW GROUT TO WITHIN .13 INCHES OF EXISTING FINISHED SURFACE. HOLES LESS THAN 0.50 INCH DEEP OR SMALLER THAN 0.50 INCH DIAMETER MAY BE IGNORED.
 - 9D - INSTALL ANCHORS PER ICC-ESR-1917 WITH MINIMUM EMBEDMENT AS SHOWN. NEW ANCHORS TO BE PLACED NO CLOSER THAN 1" TO A SINGLE EXISTING 1/2" ANCHOR AND NO CLOSER THAN 1.5" TO 2 EXISTING 1/2" ANCHORS ORIENT ANCHORS IN THE MOST COMPACT AND UNIFORM POSITIONS POSSIBLE WHILE AVOIDING EXISTING REBAR. THE ALTERNATE ANCHOR DETAIL MAY BE USED IN PLACE OF ITEM 2 WHERE AUTHORIZED BY SLAC REFERENCE ID-375-520-84, "GALLERY HPRF ANCHORS" FOR TEMPLATE AND HOLE LOCATIONS. REFERENCE ID-502-331-00, KLYSTRON STRUCTURAL TYPICAL SECTIONS AND DETAILS". FOR GALLERY FLOOR CONSTRUCTION DETAILS
 - 9E - USE THE SHIELD ANCHOR KIT (ITEM 2) TO SECURE HPRF SHIELD SUPPORT BASE (ITEM 1). GROUT AFTER FINAL ALIGNMENT. RECOMMEND MASTERFLOW 928 GROUT (NOT PROVIDED)

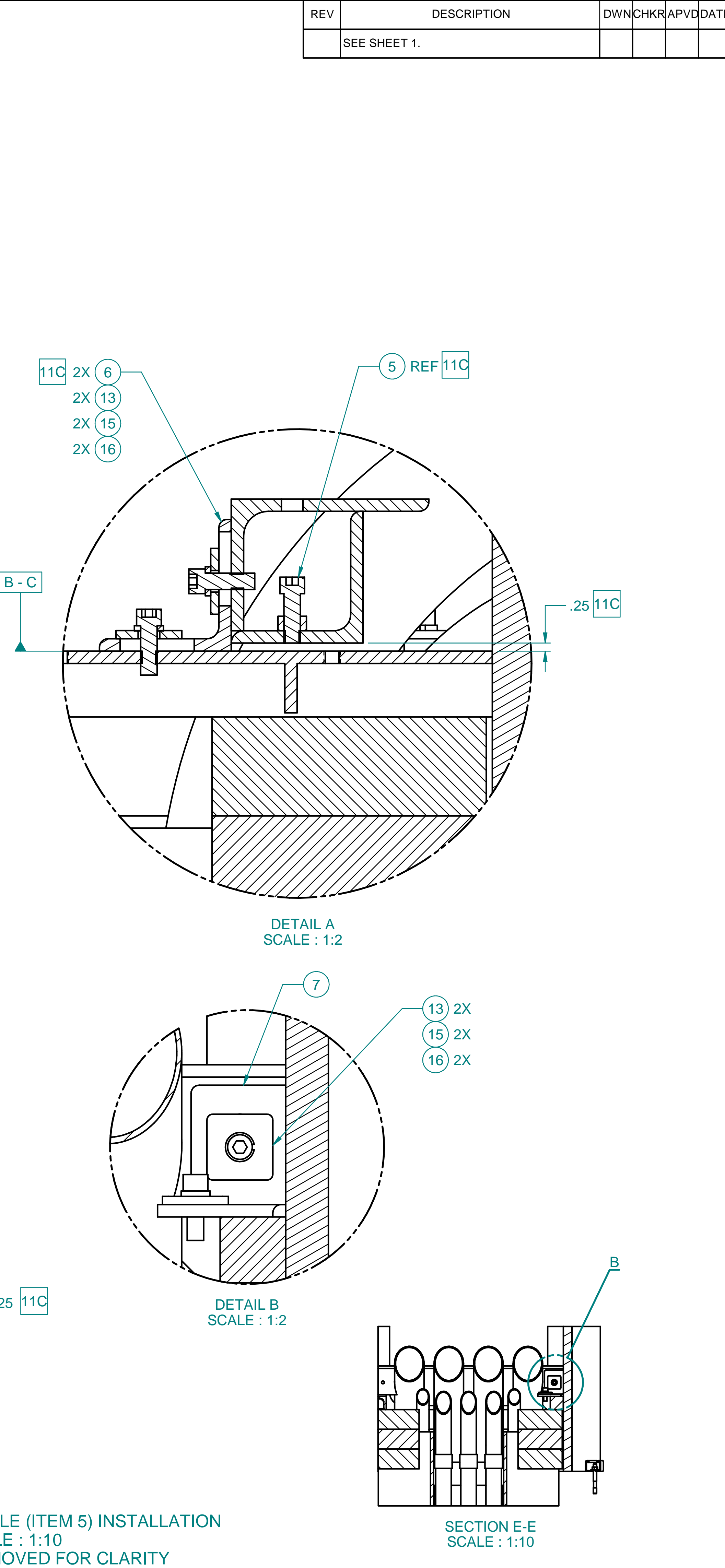


- ALTERNATIVE ANCHOR DETAIL
SCALE : 3:16
SEE NOTE 9D
- 2
- 1 REF
- 9D 3.25 MIN EMBED
- 9D 10.0 ±1.0
- 9D 5.0 ±2.0
- SECTION C-C
SCALE : 1:4
4X



STEP 2: CONDUIT BUNDLE (ITEM 5) INSTALLATION
SCALE : 1:10
SOME ITEMS REMOVED FOR CLARITY

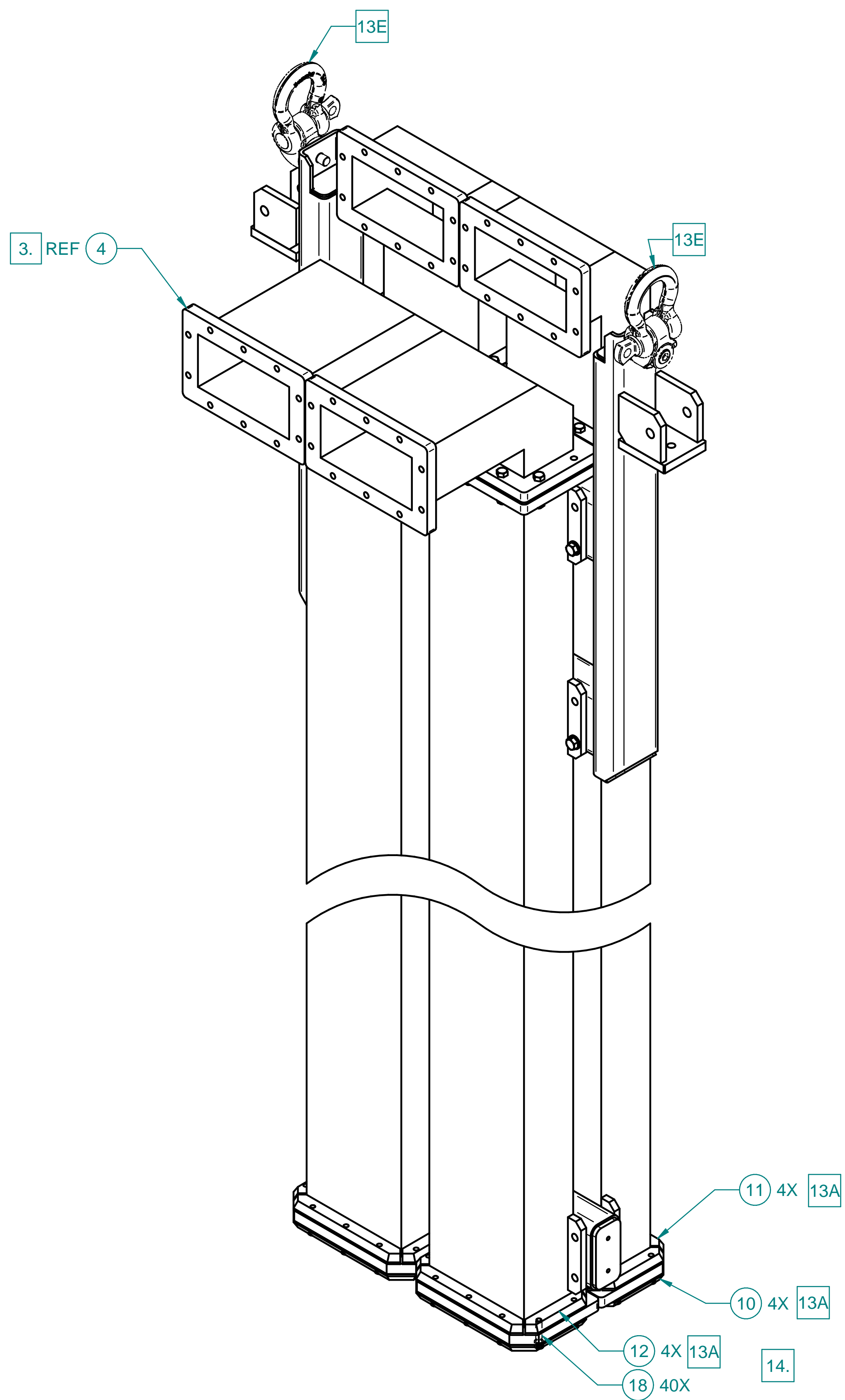
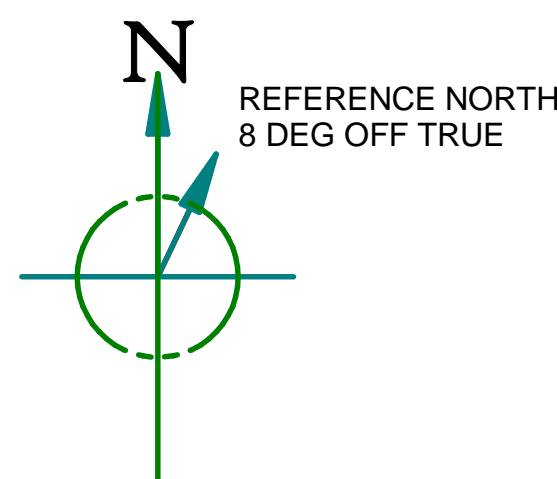
- NOTES UNLESS OTHERWISE SPECIFIED:
10. SEE SHEET 1 FOR BILL OF MATERIALS AND GENERAL INSTALLATION NOTES.
11. INSTALLATION SEQUENCE FOR CONDUIT BUNDLE (ITEM 4) INSTALLATION:
- 11A - SWIVEL HOIST RINGS (NOT PROVIDED. SEE SHEET 1) WILL BE INSTALLED WITH NUTS (NOT PROVIDED) PER MANUFACTURERS SPECIFICATION. REMOVE SWIVEL HOIST RINGS AND NUTS AFTER INSTALLATION.
 - 11B - LOWER CONDUIT BUNDLE (ITEM 3) TO WITHIN .50 INCHES OF SURFACE 'B-C' BEFORE MOVING INTO FINAL POSITION AGAINST THE SIDE OF THE PENETRATION AS SHOWN (POSITION BUNDLE AS FAR OVER AS POSSIBLE).
 - 11C - TO OBTAIN PROPER HEIGHT WITH CONTACT ON SURFACE 'B - C' AND THE LOWER END OF THE CONDUIT CENTERED NORTH TO SOUTH IN THE LINER, ADJUST THE BOLTS AND NUTS (ITEMS 8, 10 AND 11) AS NEEDED.. VERIFY CLEARANCE OF CONDUIT TO THE SHIELD BEFORE SECURING IN PLACE WITH ANGLE BRACKETS (ITEMS 6 AND 8) AND HARDWARE (ITEMS 8, 10 AND 11).
 - 11D - ANCHORING HARWARE MAYBE PARTIALLY INSTALLED PRIOR TO LIFTING.



- DETAIL A
SCALE : 1:2
- DETAIL B
SCALE : 1:2
- SECTION E-E
SCALE : 1:10

---	DIMENSIONING AND TOLERANCING IS IN ACCORDANCE WITH ASME Y14.5-2009	SCALE: 1:4 DO NOT SCALE DRAWING	ESTIMATED MASS: 7633 LB	DWG TYPE: INSTL
---	UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES. TOLERANCES: BREAK EDGES .005-.015 INTERNAL CORNERS R.015 MAX FRACTIONS 1/16	SLAC NATIONAL ACCELERATOR LABORATORY	U.S. DEPARTMENT OF ENERGY	LCLS2 RF SYSTEM WR650 STD CONFIG INSTL WR650 PENETRATION A
---	DEC .06 XXXX XXXXX ANGLE ± ALL SURF	EMIT: A. HANSEN DWN: R. GONZALES CHK: O. FRANKER	DATE: 20161101 BY: J. HANSEN	DRAWINGS NUMBER ID-375-459-21
GENERAL USE				REVISION NUMBER 03
NEXT ASSEMBLIES:				E

REV	DESCRIPTION	DWN	CHKR	APVD	DATE
	SEE SHEET 1.				



FLANGE GUARDS AND LIFT HARDWARE
ISO VIEW
SCALE 1:4

NOTES: UNLESS OTHERWISE SPECIFIED

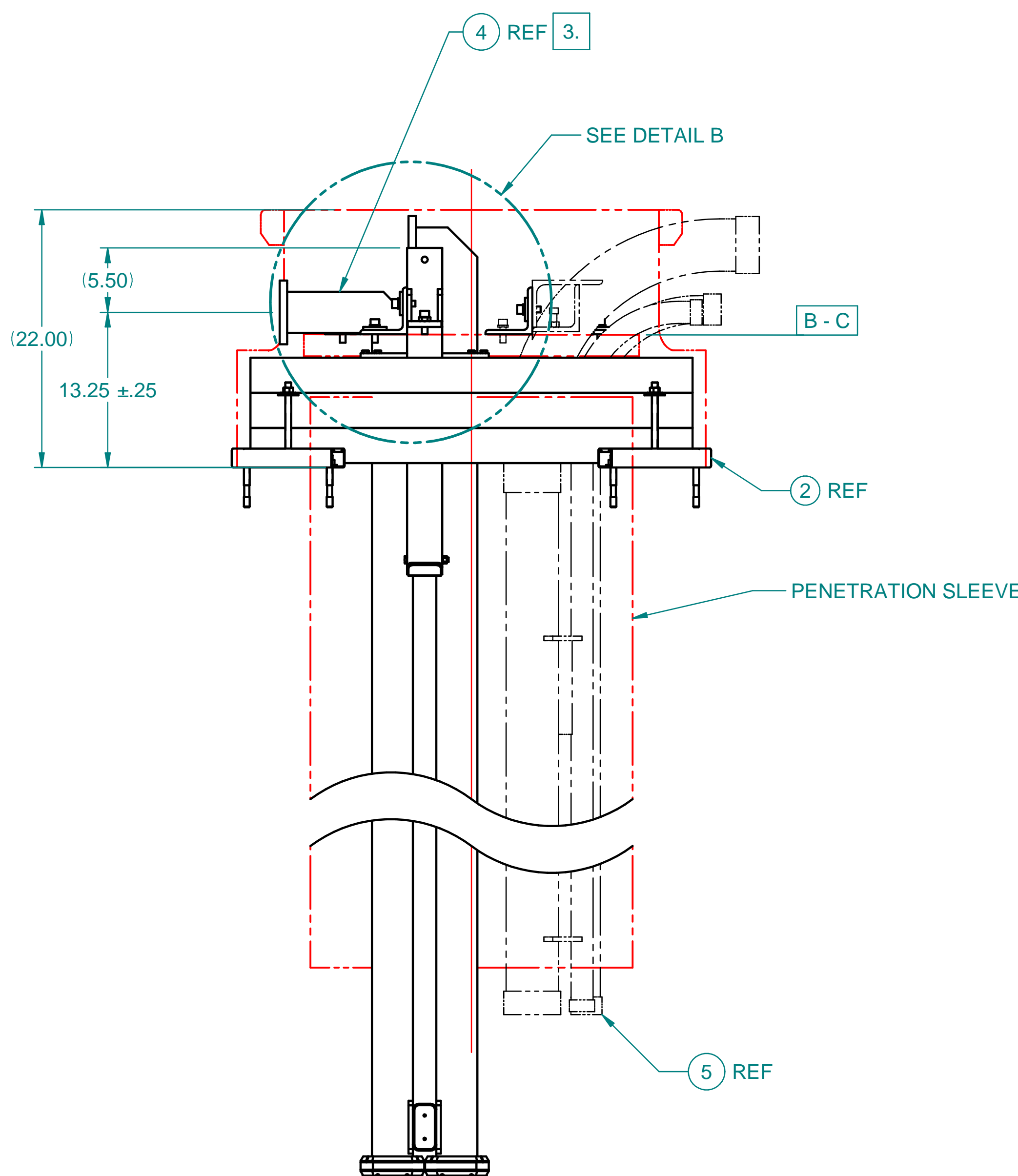
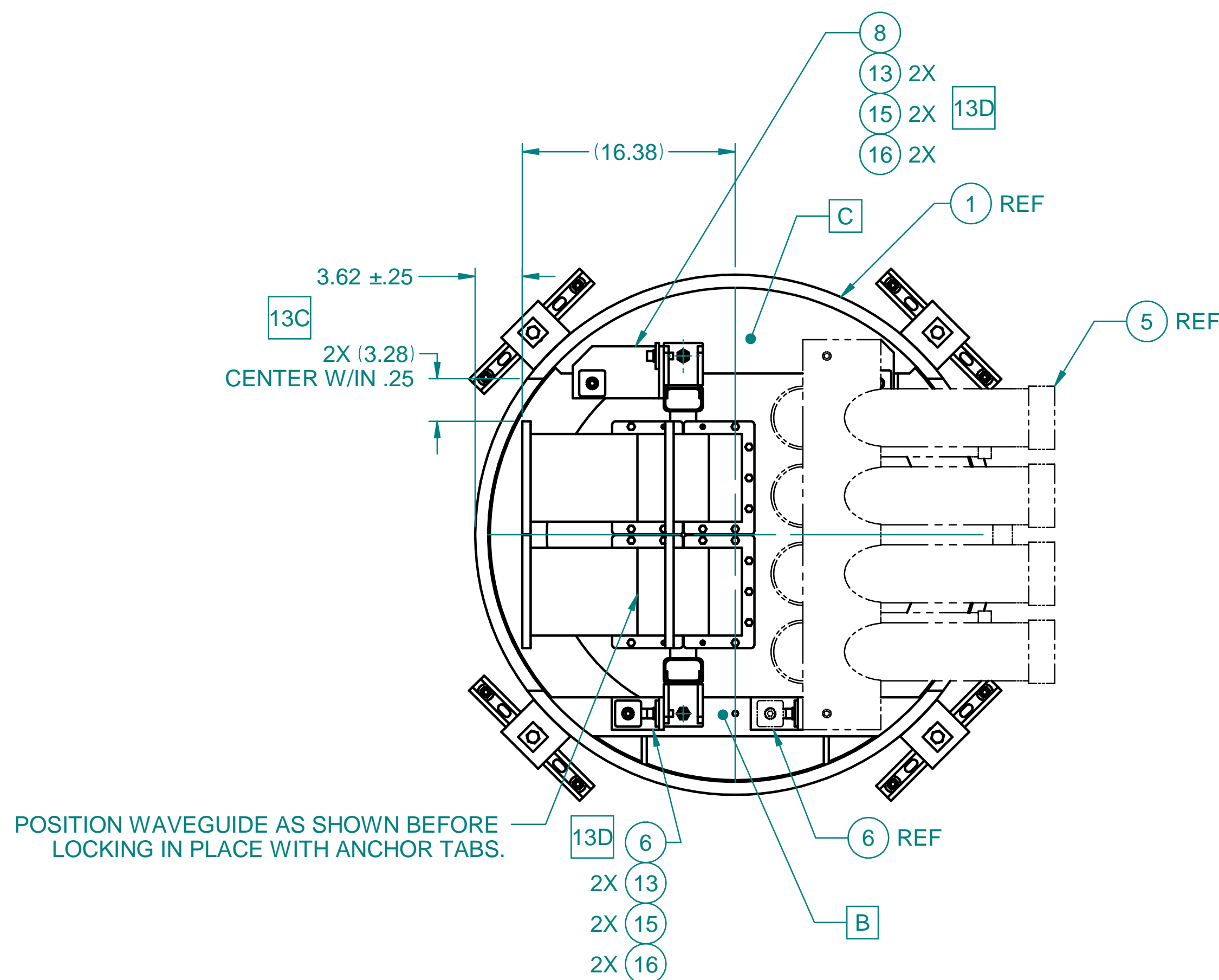
15. ADJUST THE BRACE (3 PLACES) TO JUST CONTACT THE PENETRATION LINER AND PROVIDE EAST-WEST AND NORTH-SOUTH LATERAL SUPPORT WITH THE CONDUIT BUNDLE AGAINST THE PENETRATION WALL.
1. BAG AND LABEL WITH PART NUMBER AND REVISION.

NOTES UNLESS OTHERWISE SPECIFIED:

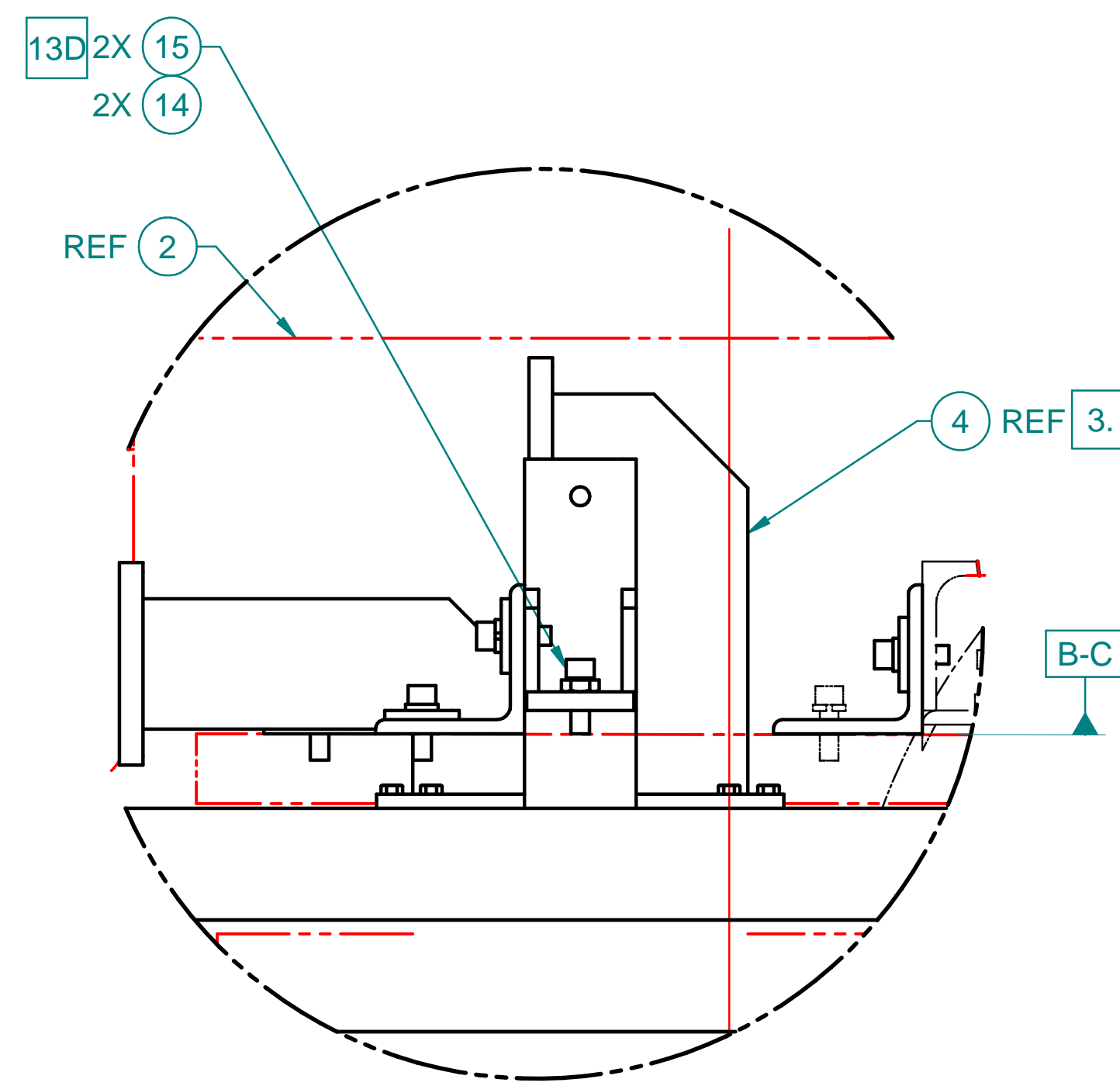
12. SEE SHEET 1 FOR BILL OF MATERIALS AND GENERAL INSTALLATION NOTES.

- ### 13. INSTALLATION SEQUENCE FOR WAVEGUIDE BUNDLE:

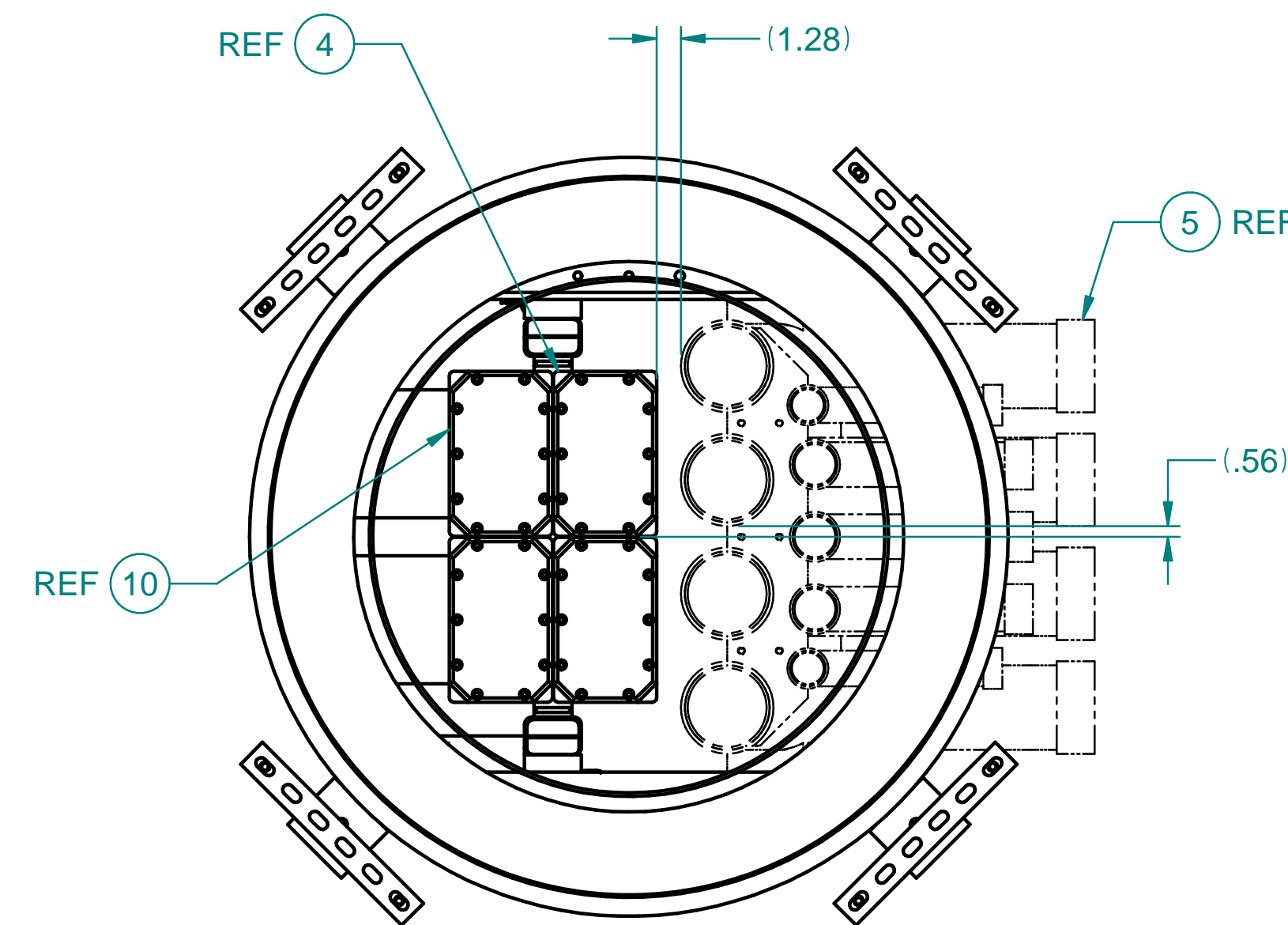
- 13A - VERIFY THAT FLANGE GUARDS (ITEMS 10, 11 AND 12) ARE INSTALLED BEFORE INSTALLATION.
- 13B - CAREFULLY LOWER WAVE GUIDE BUNDLE (ITEM 4) DOWN CENTER OF REMAINING OPENING OF PENETRATION TO WITHIN 1.00 ± .06 INCHES OF SURFACE 'B-C' BEFORE MOVING TO LOCATION SHOWN.
- 13C - ALIGN WAVE GUIDE BUNDLE (ITEM 4) TO TOLERANCES SHOWN.
- 13D - LOCK WAVE GUIDE BUNDLE (ITEM 4) IN POSITION USING ITEMS 6, 14-17.
- 13E - REMOVE ALL LIFTING HARDWARE.
14. REMOVE FLANGE GUARDS AND HARDWARE AFTER INSTALLATION FOR USE ELSEWHERE.



SCALE 1:8






DETAIL B
SCALE : 1:4



PLAN VIEW
SCALE : 1:8
ITEMS REMOVED FOR CLARITY

13B	13C
-----	-----

STEP 3: WAVEGUIDE BUNDLE INSTALLATION
SCALE : 1:8
SOME ITEMS REMOVED FOR CLARITY

---	DIMENSIONING AND TOLERANCING IS IAW ASME Y14.5-2009	SCALE: 1:4 DO NOT SCALE DRAWING	ESTIMATED MASS: 7633 LB	DWG TYPE: INSTL
---	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES.	  <p>SLAC NATIONAL ACCELERATOR LABORATORY</p> <p>U.S. DEPARTMENT OF ENERGY</p> <p>THE DRAWINGS, SPECIFICATIONS AND OTHER DATA HEREIN PROVIDED SHALL NOT BE COPIED, PUBLISHED OR OTHERWISE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION OF STANFORD UNIVERSITY/SLAC</p>	LCLS2 RF SYSTEM WR650 STD CONFIG INSTL WR650 PENETRATION A	
---	 <p>TOLERANCES: BREAK EDGES .005-.015 INTERNAL CORNERS R.015 MAX FRACTIONS 2 DEC .xx, .xx, .06</p>			
GENERAL USE	---	IN: A. HANSE DWN: R. GONZALES CHN: O. FLENER	IN: A. HANSE DWN: R. GONZALES CHN: O. FLENER	---
NEXT ASSEMBLIES:	---	ANGLE 3 ALL SURF ✓	DRAWING NUMBER: ID-375-459-21	REVISION NUMBER: 03 E



- A

A

SUPPLY CHAIN MANAGEMENT

Section D – Delivery, Shipping, Packing

1. **Delivery, Shipping, Packing** in accordance with Statement of Work, LCLS-II-HE Conduit Bundles Assembly Fabrication (LCLSII-HE-1.3-SW-0637-R0), dated October 18, 2022.
2. Shipping Terms: CIP SLAC, Menlo Park and Duty Unpaid
3. **Marking for Shipment**
Exterior of shipping containers shall be adequately and properly marked for identification. All containers shall include the following minimum exterior marking:
 - a. Addressee:
SLAC National Accelerator Laboratory B33
Attn: Christopher Nantista / Fernanda G. Garcia / Michael Hoganson / Matt Boyes
2575 Sand Hill Road
Menlo Park, CA 94025
 - b. Shipper
 - c. The SLAC subcontract or purchase order number

SUPPLY CHAIN MANAGEMENT

Section E – Inspections and Acceptance

INSPECTION AND ACCEPTANCE TERMS

ITEM NO.	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001a	Vendor*/SLAC	SLAC	SLAC	SLAC
0001b	SLAC	SLAC	SLAC	SLAC

*First articles, or Item No. 0001a, (Quantity: **5 EACH** of Electrical Conduit Bundle Assemblies) to be inspected at vendor site, prior to inspection and acceptance at SLAC. 001b are remaining production units with inspection and acceptance at SLAC.

(Reference Subcontract *Section D - Delivery, Shipping, Packing* and *Section Section F – Deliveries or Performance*)

SUPPLY CHAIN MANAGEMENT

Section F – Deliveries or Performance

Period of Performance

Offeror to propose Delivery Schedule throughout Period of Performance for SLAC's review. SLAC will accept full or partial deliveries (as shown in example below), however, complete order MUST be received by **November 16, 2023**, at SLAC.

The table is a sample for the draft contract. Offeror will propose efficient schedule in accordance with Delivery Due Date.

Item No.	Description	Unit/Lot	From	To
0001a	Electrical Conduit Bundle Assemblies	<i>e.g., Units 1 through 5 (First Articles – Qty: 5 Bundle Assembly Units)</i>	<i>e.g., ARO</i>	<i>e.g., ARO + 2 Months</i>
0001b.a.	Electrical Conduit Bundle Assemblies	<i>e.g., Units 6 through 24 Bundle Assembly Units</i>	<i>e.g., ARO</i>	<i>e.g., ARO + 3 Months</i>
0001b.b.	Electrical Conduit Bundle Assemblies	<i>e.g., Units 25 through 49 Bundle Assembly Units</i>	<i>e.g., ARO</i>	<i>e.g., ARO + 4 Months</i> Delivery Due Date: On or Before November 16, 2023

SUPPLY CHAIN MANAGEMENT

Section G – General Terms and Conditions

Fixed Price Commercial Supply and Services General Terms and Conditions (Rev. November 2022)

GENERAL TERMS AND CONDITIONS

For Fixed Price Commercial Supplies and Services

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6. TITLE AND RESPONSIBILITY.....	2
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8. APPROVAL OF TECHNICAL DATA.....	3
9. TRAVEL.....	3
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16. LIMITATION OF LIABILITY.....	5
17. INDEMNITY.....	5
18. CONFIDENTIALITY.....	5
19. MATERIAL BREACH.....	5
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1. DEFINITIONS

As used in the Subcontract, the term:

- a. “Buyer” means the Board of Trustees of the Leland Stanford Jr. University (“University”), or any duly authorized representative thereof, acting through SLAC National Accelerator Laboratory (“SLAC”), under its Management and Operating Contract with the United States Department of Energy (“DOE”).
- b. “Commercial product” or “commercial service” has the meanings set forth in FAR 2.101, as updated from time to time.
- c. “Government” means the government of the United States of America.
- d. “Micro-Purchase Threshold” shall mean the threshold defined in FAR 2.101, as updated from time to time.
- e. “Procurement Specialist” means Buyer’s designated contracting officer with the authority to bind Buyer. Unless otherwise provided in writing herein, no other Buyer personnel or agents possess such authority. Procurement Specialist may also be referred to as “Subcontract Administrator” in the Subcontract.
- f. “Seller” means the firm (individual person and/or entity) supplying the materials, supplies or services under the Subcontract. Seller may also be referred to as supplier, Subcontractor or vendor.
- g. “Seller Representative” means Seller’s primary point of contact for Buyer, designated by Seller as responsible for leading and organizing the services to be provided herein.
- h. “Simplified Acquisition Threshold” shall mean the threshold defined in FAR 2.101, as updated from time to time.
- i. “Technical Representative(s) or Service Manager(s),” if one or more is designated in this Subcontract, shall mean Buyer’s agent(s) for all technical inquiries and oversight. The Technical Representative or Service Manager has the authority to provide clarifying instruction or grant approvals in the manner defined in the Subcontract, but not to modify or amend any term of this Subcontract, nor to commit Buyer funds.

2. SCOPE; ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

- a. The scope of the Subcontract shall be limited to the acquisition of commercial products or services, on a fixed-price basis.
- b. The Subcontract may consist of any or all of the following documents: (1) signed Subcontract or Purchase Order, including any special

terms and conditions attached thereto; (2) these terms and conditions and any on-site supplemental terms and conditions (for services provided at Buyer's site); (3) Statement of Work; (4) any other Buyer referenced and incorporated clauses, provisions, and documents; (5) Buyer-furnished Government Property; and (6) Seller's written and accepted proposal. These documents comprise the entire agreement between the parties and supersede all prior proposals, representations, negotiations, or agreements, whether written or oral.

- c. Any conflicts and/or inconsistencies in the documents identified above comprising this Subcontract shall be resolved by giving precedence in the order they are listed above, with the first numbered item(s) having the highest precedence, and each following item(s) having successively lower precedence.
- d. Except as otherwise provided in this Subcontract, the term "Sub-Subcontract" includes lower-tier subcontracts and purchase orders under this Subcontract, and the terms "subcontractor" or "sub-subcontractor" shall mean Seller's subcontractor.

3. SELLER ACCEPTANCE OF SUBCONTRACT

- a. Seller's acknowledgement, commencement of performance, or acceptance of payment, whichever occurs first, shall constitute Seller's unqualified acceptance of the Subcontract.
- b. Seller, by accepting the Subcontract, does hereby agree that (i) this Subcontract sets forth the entire agreement between the Buyer and the Seller and supersedes any prior offers, negotiations, and agreements concerning the subject matter of this Subcontract, and (ii) no form, document, or additional or differing terms supplied by the Seller shall constitute a part of the Subcontract or have any effect, regardless of where they are included, unless specifically and expressly accepted in writing by the Procurement Specialist.

4. SERVICES

- a. The Seller shall be responsible for the professional quality, technical accuracy and the coordination of all data, reports, documentation, and other services furnished by the Seller under this Subcontract, as applicable. The Seller shall, without additional compensation, correct or revise any errors or deficiencies in its data, reports, documentation, and services.
- b. The Seller shall manage its own services, consult regularly with the Buyer, communicate with members of the project team, and regularly report progress to the Buyer. In addition, as may be necessary, the Seller shall coordinate with Buyer's Technical Representative or Service Manager, research and develop applicable design or other technical criteria and documentation and attend project meetings. The Seller will make available the services of certain of its employees, as contractually required, for the purpose of personally rendering expert advice and assistance to the Buyer in connection with the performance of services under this Subcontract.
- c. The extent and character of the services to be provided by Seller shall be subject to the general oversight, supervision, direction, control, and approval of Buyer. Neither the Buyer's reviews, approval or acceptance of, nor payment for, the services under this Subcontract shall be construed to operate as a waiver of any rights under this Subcontract, or of any cause of action arising out of the performance of this Subcontract, and the Seller shall be and remain liable to the Buyer, in accordance with applicable law, for all damages to the Buyer caused by the Seller's negligence or misconduct.

5. KEY PERSONNEL

- a. Seller Representative shall: (A) devote a reasonable amount of time to the services to be provided herein; (B) be closely involved and continuously responsible for the conduct of the services; (C) not be replaced unless pre-approved in writing by Buyer; and (D) promptly advise Buyer if she/he will devote substantially less effort to the services hereunder than anticipated or otherwise set forth in the Subcontract.
- b. Any of Seller's key technical personnel identified in the Subcontract and assigned to perform the services hereunder shall not be assigned to other work that will interfere with the services they are to provide under this Subcontract, without prior, written approval from Buyer, except in circumstances beyond the reasonable control of Seller. If such circumstances arise, Seller shall inform the Procurement Specialist of such reassignments within five (5) business days of the occurrence of such circumstance(s). A replacement individual shall be assigned by the Seller, subject to prior approval by the Procurement Specialist, within ten (10) business days. If an acceptable individual is not identified, Buyer may terminate this Subcontract immediately.

6. TITLE AND RESPONSIBILITY

- a. Title to the material and supplies purchased hereunder shall pass to the Government at the point of delivery to the Buyer; and, if purchased F.O.B. Shipping Point, delivery to the carrier by the Seller shall be deemed delivery to the Buyer. No insurance charges will be allowed unless specifically authorized in the Subcontract.
- b. Except as otherwise provided in the Subcontract (i) the Seller shall be responsible for the supplies covered by the Subcontract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) the Seller shall bear all risks as to rejected supplies after notice of rejection, except that the Buyer shall be responsible for the loss, or destruction of, or damage to, the supplies, if loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Buyer acting within the scope of their employment.
- c. The actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Seller.

7. INSTRUCTIONS FOR PACKAGING

Packing and packaging shall be adequate to prevent damage when shipped by common carrier or another method utilized. Seller shall be solely responsible for any damage resulting from improper packaging, containerizing, or lack thereof. The Seller shall indicate the Subcontract and/or Purchase Order number on each container or package. An itemized packing list shall be affixed to the outermost cover of each container or package. The use of environmentally sustainable packaging materials is required.

8. APPROVAL OF TECHNICAL DATA

- a. If this Subcontract requires the Seller to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the Buyer prior to Seller performance, the approval of the data by the Buyer shall not relieve the Seller from responsibility for any errors or omissions in such data or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Seller's risk.
- b. If the data includes any variations from the Subcontract requirements, the Seller shall describe such variations in writing at the time of submission of the data. If the Buyer approves any such variation(s), a change order to the Subcontract shall be issued by the Buyer and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

9. TRAVEL

Only when travel is included as part of the performance under the Subcontract and is set forth as a specific cost/price element in the Subcontract, the following requirements shall apply:

- a. Expenses incurred for travel, lodging, meals, and incidental expenses shall be reimbursed only to the extent that they comply with Buyer's travel reimbursement guidelines. The Seller shall submit with its invoice itemized receipts showing proof of payment for expenses in excess of \$75. If travel is not reimbursed on a cost-basis, then the requirements of this paragraph do not apply.
- b. To the extent any foreign travel (outside the U.S.) is required under this Subcontract, it shall be conducted pursuant to the requirements contained in DOE Order 551.1, "Official Foreign Travel" or any subsequent version of the Order in effect at the time of award. All foreign travel requests must be entered into the DOE Foreign Travel Management System (FTMS) within 60 calendar days before the proposed departure date. Travelers must contact the Procurement Specialist for the necessary foreign travel forms and processes well in advance of the FTMS deadline. All foreign travel request forms are to be submitted to the Travel Office for entry into FTMS.
- c. No such foreign travel shall be taken until a DOE FTMS Foreign Travel Approval Number has been obtained from the SLAC Travel Office and transmitted to the Seller. Reimbursement for foreign travel incurred without a FTMS Approval Number will not be allowed. More information can be found at the SLAC Travel Office's website, at <https://travel.slac.stanford.edu/>.

10. INVOICES AND PAYMENTS

- a. Except as otherwise provided in the Subcontract, no later than 30 days upon Buyer's acceptance and receipt of invoices satisfactory to Buyer, whichever occurs later, the Seller shall be paid the amounts agreed, less deductions and discounts if any. Payments shall be made by check or automated clearing house (ACH) as agreed.
- b. Unless otherwise specified, partial payments will not be made. This, however, does not preclude payments for partial shipments of completed deliverables (as distinguished from components).
- c. At minimum, all invoices shall contain the information required by Buyer, available at <https://suppliers.slac.stanford.edu/doing-business-slac/invoicing-and-reimbursement>, incorporated herein by reference. All invoices shall reference applicable Purchase Orders by Buyer Purchase Order number, and the applicable line item numbers or other item number specified on the Purchase Order or Subcontract.
- d. For Sellers providing services in California and if Seller is not a California resident or entity, or does not have an office in California, the invoice must specify the number of hours and amount being invoiced for services performed in California.
- e. All invoices shall be submitted to ap@slac.stanford.edu or to the following address:

SLAC National Accelerator Laboratory
c/o Accounts Payable, MS 09 OR c/o Accounts Payable DISCOUNT DESK, MS 09 (for invoices with discount terms)
2575 Sand Hill Road
Menlo Park, California 94025

11. EXTRAS

Except as otherwise provided in the Subcontract no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Procurement Specialist.

12. TAX AND BUYER EXEMPTION

- a. Except as may be otherwise provided in the Subcontract, the selling price includes all applicable federal taxes in effect on the date of this

Subcontract but does not include any state or local sales, use, or other tax directly applicable to the completed supplies or services covered by the Subcontract nor any other tax, duties, tariffs, and similar fees from which the Seller or this transaction is exempt. Upon request of the Seller, the Buyer shall furnish, unless no legal basis exists therefore, a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the Seller's price pursuant to this Article.

- b. For Sellers providing services, the Buyer will automatically withhold from any invoice paid appropriate taxes, if required by the U.S. Internal Revenue Service and the California Franchise Tax Board.
- c. The Seller agrees to notify Buyer of any government tax, fee, or charge levied or purported to be levied on or collected from the Subcontractor in connection with this Subcontract which Seller has reason to believe may be inapplicable or invalid, and which would be reimbursable or the Buyer has claimed an exemption hereunder. The Subcontractor also agrees to refrain from paying any such tax, fee, or charge, unless otherwise authorized by the Buyer, and to take such steps as may be required by the Buyer to cause such tax, fee, or charge to be paid under protest and, if so directed by the Buyer, to cause to be assigned to the Buyer or its designee any and all rights to the abatement or refund of any such tax, fee, or charge, and to permit the Buyer or its designee to join with the Seller in any proceedings for the recovery thereof or to sue for recovery in the Seller's name.

13. INSPECTION AND ACCEPTANCE OF COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES

- a. All supplies (which term throughout this article includes without limitation raw material, components, intermediate assemblies, and end products) shall be subject to inspection, test and expediting by the Buyer and/or the Government to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- b. In case any supplies or lots of supplies are defective in material or workmanship or are otherwise not in conformity with the requirements of this Subcontract, the Buyer shall have the right either to reject them (with or without instruction as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted or required by the Buyer, corrected in place, by and at the expense of the Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Seller fails to promptly remove such supplies or lots of supplies which are required to be removed, or to promptly replace or correct such supplies or lots of supplies, the Buyer either (i) may by order or otherwise replace or correct such supplies and charge to the Seller the cost occasioned the Buyer thereby, or (ii) may terminate this order for default in accordance with the applicable FAR clause(s). Unless the Seller corrects or replaces such supplies within the delivery schedule, the Buyer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
- c. If any inspection or test is made by the Buyer and/or the Government on the premises of the Seller or a subcontractor, the Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer and Government inspectors in the performance of their duties. If Buyer and/or Government inspection or test is made at a point other than the premises of the Seller or a subcontractor, it shall be at the expense of the Buyer except as otherwise provided in this order; Provided that, in case of rejection the Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Buyer and/or Government shall be performed in such a manner as not to unduly delay the work. The Buyer reserves the right to charge to the Seller any additional cost of Buyer and/or Government inspection and test when supplies are not ready at the time such inspection and test are requested by the Seller or when re-inspection or re-test is necessitated by prior rejection.
- d. Notice of rejection shall be provided within forty-five (45) days of the receipt of the items or completion of services. If no such notice of rejection is provided within the aforementioned time, or if the Procurement Specialist formally accepts the item or services in writing, such item or services shall be deemed accepted, provided, however, this period may be extended to thirty (30) days after the date of discovery of a material defect (if such date is later) if (1) the Buyer could not have reasonably discovered such a material defect from a reasonable inspection; or (2) the defect is of the type specified in the Article, "Quality of Items and Counterfeit Parts," below.
- e. The Seller shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Seller shall be kept complete and available to the Government during the performance of this order and for such longer period as may be specified elsewhere in this order.

14. QUALITY OF ITEMS AND COUNTERFEIT PARTS

All item(s), including any materials and supplies furnished by the Seller in performance of any services, shall as a minimum: (1) be new and genuine, or reconditioned and so identified and warranted as new, genuine and not of such age or so deteriorated as to impair their usefulness or safety; and (2) not contain any counterfeit or suspect materials, parts, or components. The furnishing of reconditioned items must be specified and mutually agreed in the Subcontract or pre-approved in writing by the Buyer's Procurement Specialist. Types of materials, parts, and components known to have been counterfeit or suspect include, but are not limited to: electrical components, piping, fittings, flanges, and fasteners. Any acceptance of items or materials delivered to Buyer not meeting these minimum requirements shall be deemed null and void, and at minimum, Buyer shall be entitled to replacement at no cost or refund at any time after such defects are reasonably discovered.

15. WARRANTY

Seller at a minimum warrants that all services, supplies and materials delivered hereunder shall be free from all defects in materials, workmanship and Seller's design and engineering documentation, and shall comply with all the requirements of the Subcontract. The Seller further warrants that the data and documentation provided by Seller or its suppliers shall be complete and accurate, and may be relied upon by Buyer. The warranty shall begin upon acceptance and extend for a period of the manufacturer (as applicable) or Seller's standard warranty period or one year, whichever is longer. If any nonconformity appears within that time, Buyer, in addition to any other rights and remedies

provided by law, or under other provisions of this Subcontract, may require Seller to repair or replace the goods and/or re-perform the services at no increase in price, or to reduce the Subcontract price to reflect the reduced value of the Sellers' performance. When supplies are returned, the Seller shall bear the risk of loss and transportation cost. If Seller fails to replace or repair the goods or re-perform the services within 10 days of Buyer's written notice to do so, Buyer shall have the right by contract or otherwise to replace or repair the goods or re-perform the services, and charge the Seller the cost occasioned thereby.

16. LIMITATION OF LIABILITY

Except as otherwise provided herein, neither Party shall be liable for consequential damages resulting from this Subcontract.

17. INDEMNITY

The Seller shall indemnify, defend, and hold harmless the Board of Trustees of the Leland Stanford Junior University, the Government of the United States, and their respective trustees, contractors, officers, agents, and employees from and against all claims of noncompliance with or violation of applicable laws or regulations, any and all loss, property damage, expense, personal injury, death, or other liability arising out of or related to the performance of the work hereunder by Seller or Seller's agents, provided that such loss is not caused by the gross negligence or willful misconduct of the Buyer. The Seller shall also pay any cost and/or attorneys' fees that may be incurred by any of the above-name indemnities in enforcing this indemnity.

18. CONFIDENTIALITY

- a. Except to the extent required by governing law or necessary to report fraud, waste, or abuse to the Government, Seller, its employees, contractors, and agents shall not reproduce or disclose any information, knowledge, or data of the Buyer that the Seller receives or has access to in connection with this Subcontract when such information, knowledge, or data is marked confidential, proprietary, trade secret, official use only, or is otherwise so expressly designated by the Buyer, the Government, or third-party contractors.
- b. The Seller shall have appropriate agreements or policies with its employees, agents, and lower-tier subcontractors to ensure compliance with this clause.

19. MATERIAL BREACH

In the event that Seller breaches any of its material obligations under this Subcontract, Buyer may provide written notice to Seller specifying the nature of the default, requiring it to cure such breach, and stating its intention to terminate this Agreement if such breach is not cured within thirty (30) days. If such breach is not cured within thirty (30) days after the receipt of such notice and such breach remains uncured, Buyer, in its sole discretion, shall be entitled to terminate the Subcontract, or portions thereof, for cause immediately by written notice to Seller. If Buyer terminates the Subcontract in accordance with the foregoing, Seller shall be responsible for all costs and expenses that Buyer incurs to cure the applicable breach(es) and to complete or replace any unfinished services or deliverables, irrespective of whether Buyer conducts such work itself or through another third party. Nothing in this provision is intended to prevent Buyer from seeking immediate equitable or injunctive relief, or to avail itself of any of the other remedies available to it under this Subcontract or at law.

20. ASSIGNMENT

Neither the Subcontract nor any interest therein nor claim thereunder shall be assigned or transferred by the Seller except as expressly authorized in writing by the Procurement Specialist, provided that the Seller or its assignee's rights to be paid amounts due as a result of performance of the Subcontract may be assigned to a bank, trust company or other financing institution, including any federal lending institution. Payments to an assignee shall be subject to setoff or recoupment for any present or future claims of Buyer against Seller.

21. INDEPENDENT CONTRACTOR

Seller is an independent contractor in all its operations and activities hereunder. The employees used by Seller to perform work under the Subcontract shall be Seller's employees exclusively, without any relation whatsoever to Buyer or its affiliates.

22. PERMITS, LICENSES, AND APPLICABLE LAWS

In performance of the Subcontract, Seller shall, at its own expense, comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Seller must, at its own expense, have and maintain the license(s) and/or certification(s) appropriate to its trade, issued by the relevant trade association, or regulatory or administrative agency.

23. DISPUTES AND GOVERNING LAW

- a. The parties shall attempt to resolve any dispute, controversy, or claim arising out of or related to this Subcontract in good faith, by direct, informal negotiations. Pending resolution of the dispute, claim, or controversy, the Seller shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.
- b. All disputes under this Subcontract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in

equity.

- c. The parties submit all their disputes arising out of or in connection with this Subcontract to the exclusive jurisdiction of the state or federal courts located in the Northern District of California.
- d. Any substantive issue of law shall be determined in accordance with the body of applicable federal law. If there is no applicable federal law, the law of the State of California shall apply.
- e. Seller shall have appropriate agreements or policies with its employees, agents, and next-tier subcontractors to ensure compliance with this clause.

24. EXPORT CONTROL

- a. Seller agrees that it shall not provide, deliver, or display any information, materials, or products subject to United States export controls, including those subject to the Export Administration Regulations (“EAR”) administered by the Commerce Department or the International Traffic in Arms Regulation (“ITAR”) administered by the State Department unless it provides written notice of the same at least 20 calendar days prior to the delivery or display to the Procurement Specialist.
- b. If any information, materials, or products delivered are subject to such controls, Seller shall provide applicable export control classification numbers or other information requested by the Buyer to comply with applicable export laws and regulations.

25. WALSH-HEALY PUBLIC CONTRACTS ACT

If this Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$15,000.00 and is otherwise subject to the Walsh-Healy Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

26. TIME IS OF THE ESSENCE

The Seller shall undertake the services hereunder diligently with such forces as the Seller determines are necessary to complete the work of this Subcontract within the times specified in the Subcontract.

27. EXCUSABLE DELAYS

The Seller shall be liable for delays, unless such delays are caused by an occurrence beyond the reasonable control of the Seller and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, pandemics, epidemics, quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Seller shall notify the Buyer in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give the Buyer written notice of the cessation of such occurrence.

28. PUBLICITY

Seller shall not release any advertising copy or other publicly available information mentioning Buyer or quoting the opinion of any of Buyer’s employees. Seller shall not state or imply in advertising or other copy that Buyer, the Government, or their employees endorse in any way Seller’s products or services. The Seller and its employees, agents, or contracts shall not use or exploit “Stanford University,” “SLAC,” or any other trademark or logo owned by the Buyer or the Government, unless necessary to perform the Subcontract and if prior, written approval of Buyer of such use is received by Seller.

29. CLAUSES INCORPORATED BY REFERENCE

The Federal Acquisition Regulation (“FAR”) and Department of Energy Acquisition Regulation (“DEAR”) clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of the Subcontract as prescribed below or as prescribed by the clauses’ prescriptives. If a condition listed next to the listed clause is inapplicable, then the clause is not incorporated by reference. As used in the clauses, the term “contract” shall mean the Subcontract; the term “Contractor” shall mean the entity (“Subcontractor” or “Seller”) who entered into the Subcontract with the Buyer; the term “subcontractor” shall mean the Subcontractor/Seller’s subcontractor; and the terms “Government” and “Contracting Officer” shall mean the Buyer, except in FAR clauses 52.227-1, 52.227-3, 52.227-14, and 52.227-19, 52.204-10 in which clauses “Government” shall mean the Government and “Contracting Officer” shall mean the DOE Contracting Officer for Prime Contract DE-AC02-76SF00515 with the Buyer. The Seller shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:

- | | |
|---------------|---|
| FAR 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) |
| FAR 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) if contractor |

	may have Federal contract information residing in or transiting through its information system
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015) if the Subcontract includes the Equal Opportunity clause
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016), unless the Subcontract is entirely exempt from the requirements of Executive Order 11246
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706) if FAR 52.222-6 or FAR 52.222-41 applies and is to be performed in whole or in part in the United States
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021), ALT I (JUL 1995), if the Subcontract will require the delivery of hazardous materials as defined in FAR 23.301
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (ALTERNATE I)
FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011) if the subcontractor will provide operation of Government-owned or - leased facilities and all solicitations and contracts for support services at Government-owned or -operated facilities.
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016), if the Subcontract involves delivery or use of such substances
FAR 52.223-12	MAINTENANCE, SERVICE, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016), if the Subcontract involves the maintenance, service, repair, or disposal of such equipment
FAR 52.223-13	ACQUISITION OF EPEAT®-REGISTERED IMAGING EQUIPMENT (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-14	ACQUISITION OF EPEAT®-REGISTERED TELEVISIONS (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020), if the Subcontract involves delivery or use of energy consuming products at Buyer's or another Federally controlled facility
FAR 52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) ALT I (JUN 2014), if the Subcontract involves delivery or use of such equipment at Buyer's or another Federally controlled facility
FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA- DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018), if the subcontract involves the use of any EPA-designated products
FAR 52.223-20	AEROSOLS (JUN 2016)
FAR 52.223-21	FOAMS (JUN 2016)
FAR 52.224-3	PRIVACY TRAINING (JAN 2017), if Subcontractor employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002), if royalties exceeding \$250 are paid under the Subcontract by the Subcontractor, or by a subcontractor at any tier
FAR 52.227-3	PATENT INDEMNITY (APR 1984)
FAR 52.227-14	RIGHTS IN DATA – GENERAL (MAY 2014), with Alternates I (DEC 2007) and V (DEC 2007), and Alternate VIII of DEAR 952.227-14 applies if any data, including technical data or computer software, will be produced, furnished, acquired or delivered under this Agreement. The text for Alternate VIII may be found at this link If delivery of Limited Rights Data is required, then add Alternate II (DEC 2007) with the following five purposes to be added at the end of paragraph (a) of the clause: <ol style="list-style-type: none"> 1. Use (except for manufacture) by other contractors; 2. Evaluation by non-government evaluators; 3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific

subcontract is a part, for information and use in connection with the work performed under each subcontract;

4. Emergency repair or overhaul work; and
5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

If delivery of Restricted Computer Software is required in the Subcontract, then Alternate III (DEC 2007) shall apply.

FAR 52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007), in place of all other data rights clauses, if the Subcontract solely involves the acquisition of commercially available computer software and a GSA/Subcontractor Multiple Award Federal Supply Schedule Contract is not applicable
FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN2013)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG CARRIERS (JUN 2003), if the Subcontract may involve international air transportation
DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010), if subject to the provisions of 10 CFR part 707

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,500:

FAR 52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (AUG2018) if the Subcontract is principally for the furnishing of services in the United States through the use of “service employees” unless the Subcontract qualifies for class deviation under Section 4(b) of the McNamara- O’Hara Service Contract Act or any other exception available under Federal law (see, e.g., 29 C.F.R. §§ 4.115, 4.123(e))
FAR 52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014), if FAR 52.222-41 applies
FAR 52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018), if FAR 52.222-41 applies, and the Subcontract is a multi-year contract, or the Subcontract is a contract with options to renew exceeding the Simplified Acquisition Threshold
FAR 52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) if FAR.222-6 or 52.222-41 applies and is to be performed in whole or in part in the United States
FAR 52.243-1	CHANGES - FIXED PRICE (AUG 1987). Use Alternate I (APR 1984) for services when no supplies are to be furnished. Use Alternate II (APR 1984) for services when supplies are to be furnished. Use Alternate V (APR 1984) for R&D.
DEAR 970.5222-1	Collective Bargaining Agreements Management and Operating Contracts (Dec 2000) if Agreement is for protective services or other services performed on-site which will affect the continuity of operation of the facility
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the work is performed on-site at a DOE-owned or leased facility

THE FOLLOWING CLAUSE APPLY IF THE SUBCONTRACT IS FOR \$3,500 OR MORE:

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021), unless the services or supplies provided are for the purchase of a Commercially Available Off-The-Shelf (“COTS”) item or services are performed entirely outside the United States
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THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE MICRO-PURCHASE THRESHOLD:

FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE (JUN 2020)
FAR 52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2022)
FAR 52.225-1	BUY AMERICAN – SUPPLIES (JAN 2021)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR \$15,000 OR MORE:

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
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THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT IS FOR \$30,000 OR MORE:

FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (JUN 2020), solely incorporated to the extent Seller exceeds the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, in which case, Seller shall provide the required information to allow the Buyer to meet its obligations as a prime contractor unless such information is publicly available per (d)(3)(ii)
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THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$35,000:

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021), if applicable as set forth in FAR 9.405-2(b)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$100,000:

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000:

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020). For acquisition of commercial items, use the clause with Alternate I (NOV 2021)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018), unless there are no subcontracting opportunities

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010), if the Subcontract will be performed wholly or partially in the United States

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MAY 2014), if FAR 52.222-41 applies, but FAR 52.222-43 does not apply

FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010), if (1) supplies are identified in the Subcontract to be accorded duty-free entry will be imported into the customs territory of the U.S.; or (2) other foreign supplies in excess of \$15,000 may be imported into the customs territory of the U.S.

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

FAR 52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013), if the Subcontract is to perform wholly or partly in the United States or its outlying areas and if a fixed-price contract is contemplated

FAR 52.242-13 BANKRUPTCY (JUL 1995)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$500,000:

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016), solely with respect to providing the information in subparagraph (f) the clause and public availability of the information provided

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$750,000:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) unless the Seller is a small business or there are no subcontracting possibilities

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$6 MILLION AND A PERFORMANCE PERIOD OF MORE THAN 120 DAYS:

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(END OF GENERAL PROVISIONS)

SUPPLY CHAIN MANAGEMENT
Section H – Special Terms and Conditions
SPECIAL ARTICLE A: Milestone Payments Schedule

The Subcontractor shall invoice the University upon completion of the following Milestones (MS) listed:

Offeror to propose Milestone Payment Schedule for SLAC's review. This table is a sample for the draft contract. Refer to Statement of Work (SOW) <i>LCLSII-HE-1.3-SW-0637-R0</i> for schedule of Deliverables (Section 7 - <i>Deliverables and Submittals Table</i>) and propose accordingly. Project <i>Progress Review Meetings</i> Deliverables (SOW – Deliverables Item #3 elements) will be submitted throughout duration of contract. Total "MS Payment" shall be same as total proposal price. Offeror will ensure that Milestone ID #6 equates to a whole number value (no cents) per Waveguide Bundle Assembly Set.				
Milestone ID	Deliverable	Estimated Completion Date	Percentage (%)	MS Payment (\$)
1	Kick Off Meeting (KOM) Delivery and SLAC acceptance of Meeting Minutes.			
2	Preliminary Deliverables* Supplier submittal and SLAC acceptance. *Reference Item #2 from Statement of Work (SOW), <i>LCLSII-HE-1.3-SW-0637-R0</i> . (Section #7 <i>Deliverables and Submittals Table</i>)			
3	Production Readiness Review (PRR)* Hold Point #1 approval and closure of all action items. Hold Point #1: SLAC to visit supplier to see facility, materials, and work processes before First Article fabrication. (SLAC Visit #1) SLAC approval required for production of First Articles. *Reference Item #4 through #8 from Statement of Work (SOW), <i>LCLSII-HE-1.3-SW-0637-R0</i> . (Section #7 <i>Deliverables and Submittals Table</i>) Supplier submittal and SLAC acceptance required.			
4	Factory Acceptance Test (FAT) Approval of Hold Point #2 Hold Point #2: SLAC personnel to visit supplier for Inspection and Factory Acceptance Test (FAT) Plans/Procedures (FAT of First Articles, Qty. 5 Electrical Conduit Bundle Assembly Units) after fabrication. (SLAC Visit #2) SLAC inspection and approval required to resume production.			
5	Pre-Ship Review (PSR) Documentation* Pre-Ship Review (PSR) approval and closure of all action items. *Reference Item #9 through #11 from Statement of Work (SOW), <i>LCLSII-HE-1.3-SW-0637-R0</i> . (Section #7 <i>Deliverables and Submittals Table</i>) Supplier submittal and SLAC acceptance required			
6	Delivery and Acceptance: Electrical Conduit Bundle Assemblies (including First Articles) * <i>Electrical Conduit Bundle Assembly Units deliveries will be applied to Milestone ID #6. Use whole number value (no cents) per Waveguide Bundle Assembly Set.</i>			
Total Payments			100%	

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this subcontract and this clause, the amount of payments and limitations on payments shall be specified in the subcontract's description of the basis for payment.

(b) *Subcontractor request for milestone payment.* The Subcontractor may submit requests for payment of milestone payments, in a form and manner acceptable to SLAC. Unless otherwise authorized by SLAC, all milestone payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Subcontractor's request shall contain the information and certification detailed in paragraphs (f) and (g) of this clause.

(c) *Approval and payment of requests.*

The Subcontractor shall not be entitled to payment of a request for milestone payment prior to successful accomplishment of the event or performance criterion for which payment is requested. SLAC shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the subcontract. SLAC may, at any time, require the Subcontractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(1) A payment under this milestone payment clause is a subcontract financing payment. The Accounts Payable office will pay approved requests on the 30th day after receipt of the request for a milestone payment. However, the Accounts Payable office is not required to provide payment if the SLAC Procurement Specialist requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (d) of this clause, or into the Subcontractor certification. The payment period will not begin until the SLAC Procurement Specialist approves the request.

(2) The approval by the SLAC Procurement Specialist of a request for a milestone payment does not constitute an acceptance by the SLAC and does not excuse the Subcontractor from performance of obligations under this subcontract.

(d) *Reduction or suspension of milestone payments.* The SLAC Procurement Specialist may reduce or suspend milestone payments, liquidate milestone payments by deduction from any payment under the subcontract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Subcontractor failed to comply with any material requirement of this subcontract (which includes paragraphs (e) of this clause).

(2) Performance of this subcontract is endangered by the Subcontractor's --
(i) Failure to make progress; or
(ii) Unsatisfactory financial condition.

(e) *Records and controls.* The Subcontractor shall maintain records and controls adequate for administration of this clause. The Subcontractor shall have no entitlement to milestone payments during any time the Subcontractor's records or controls are determined by SLAC Procurement Specialist to be inadequate for administration of this clause.

(f) *Content of Subcontractor's request for a milestone payment.* The Subcontractor's request for a milestone payment shall contain the following:

- (1) The name and address of the Subcontractor;
- (2) The date of the request for a milestone payment;
- (3) The subcontract number and/or other identifier of the subcontract or order under which the request is made;

- (4) Such information and documentation as is required by the subcontract's description of the basis for payment;
- (5) A certification by a Subcontractor official authorized to bind the Subcontractor; and
- (6) A running cumulative total for all submitted requests for milestone payments, to date

(g) *Content of Subcontractor's certification.* As required in paragraph (f)(5) of this clause, the Subcontractor shall make the following certification in each request for a milestone payment:

I certify to the best of my knowledge and belief that –

- (1) This request for milestone payment is true and correct; this request (and attachments) has been prepared from the books and records of the Subcontractor, in accordance with the subcontract and the instructions of the SLAC Procurement Specialist.
- (2) After the making of this requested milestone payment, the amount of all payments for each deliverable item for which milestone payments have been requested will not exceed any limitation in the subcontract, and the amount of all payments under the subcontract will not exceed any limitation in the subcontract.

SPECIAL ARTICLE B: Exchange Rate (applicable for suppliers outside of the U.S.)

The Subcontract price is fixed in United States (U.S.) dollars and based on the rate of _____ US dollars to each _____, per _____. The Subcontract price shall be re-determined and adjusted accordingly in writing by the University only if the case rate increases or decreases by more than three percent (3%) on the date the Subcontract is accepted by the Subcontractor. Then based upon the mutually agreed upon rate, SLAC will issue the required contract amendment within 60 days.

SPECIAL ARTICLE C: Key Personnel

The personnel specified below are considered essential to the work performed hereunder. The Subcontractor shall notify the University's contractual representative in writing thirty (30) calendar days prior to changing Key Personnel of its own volition. Notification shall include justification (including proposed replacement) in sufficient detail to permit evaluation of the impact on the performance of this Subcontract. No replacement shall be made by the Subcontractor without the written consent of the University's contractual representative. The list of Key Personnel may be modified from time to time during the course of this Subcontract to either add or delete personnel, as appropriate.

Position	Name	Email Address	Phone Number
Project Manager			
Business Manager			

SPECIAL ARTICLE D: Subcontract Administration

- A. The University's contractual representative for this Subcontract is Ryan Hodges. The contractual representative is the only person authorized to make changes in the requirements of this Subcontract or to make modifications to this Subcontract, including changes or modifications to the Statement of Work and the Schedule. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the contractual representative at the following address:

SLAC National Accelerator Laboratory
Attn: Ryan Hodges
2575 Sand Hill Road, M/S 01
Menlo Park, CA 94025
rhodges@slac.stanford.edu

Any notices and approvals required by this Subcontract from the Contractor to the Subcontractor shall be issued by the contractual representative.

- B. The University's Technical Representative for this Subcontract is Michael Hoganson. The Technical Representative is the person designated to monitor the Subcontract work and to interpret and clarify the technical requirements of the Statement of Work. The Technical Representative is not authorized to make changes to the work or modify this Subcontract.

SPECIAL ARTICLE E: SUPPLEMENTAL CONTRACT DOCUMENTATION

The Seller shall complete and adhere to terms of all attachments in the contract. These include SLAC's Buy American Act (BAA) Certification, and Small Business Subcontracting Plan Model.

SUPPLY CHAIN MANAGEMENT**Section I – Specific Contract Clauses**

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) is hereby incorporated by reference. Due to new Department of Energy reporting requirements, SLAC is now requiring all suppliers to have an active account in the System for Award Management. Please visit <https://www.sam.gov/> to register. You will need a Unique Entity ID is required to register, if you do not have one, you can receive a free Unique Entity ID at: <https://sam.gov/content/entity-registration>.

SUPPLY CHAIN MANAGEMENT

Section J – List of Attachments

Document Type	Description	Pages	Date
1	Past Performance Questionnaire (Attachment 1)	3	N/A
2	Buy American Act Certification (Attachment 2)	1	April 2017
3	Small Business Subcontracting Plan Model (Attachment 3)	6	February 2015
4	Offeror's Request for Clarifications (Attachment 4)	1	N/A

PAST PERFORMANCE QUESTIONNAIRE

Directions: Page 1 to be completed by the contractor and the remainder of the form to be completed by the reference (evaluator) from the contracting company.

CONTRACT IDENTIFICATION

Contract Name	
Street Address	
City	
Zip Code	

Contract Number			
Type of Contract (fixed price, hourly, time and materials, cost reimbursable)			
	Initial	Final	
Contract Value			
Period of Performance/Delivery Schedule			
Geographic description of services under this contract, i.e. local, nationwide, worldwide			
Brief Description of services provided under this contract			
Please select from the following as it applies to this contract:			
Contracting Role	<input type="checkbox"/> <u>PRIME</u>	<input type="checkbox"/> <u>SUBCONTRACTOR</u>	
Was this a competitive contract?	Yes _____	No _____	
Date Contract Awarded			
Date Contract Expired/Terminated			
Termination History	<input type="checkbox"/> Convenience	<input type="checkbox"/> Default	<input type="checkbox"/> N/A

PAST PERFORMANCE QUESTIONNAIRE

EVALUATOR IDENTIFICATION

A. Evaluator's name:

B. Evaluator's title:

C. Evaluator's email/phone/fax number:

Number of years evaluator worked on subject contract:

EVALUATION LEGEND

CONTRACTOR'S PERFORMANCE LEVEL

S = SATISFACTORY The contractor's performance meets contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

U= UNSATISFACTORY Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

QUESTIONS TO BE ANSWERED BY EVALUATOR:

Assess the Contractor's technical performance in the following areas: Please mark the box that is applicable.

Technical	Satisfactory	Unsatisfactory
DEPTH AND BREADTH OF TECHNICAL EXPERTISE Ability to provide qualified personnel with the requisite experience to support this procurement.		
INNOVATION Proactive in identifying opportunities for improving current operations and identifying alternative approaches that were beneficial to the stakeholders and/or site.		
MANAGEMENT RESPONSIVENES		

PAST PERFORMANCE QUESTIONNAIRE

Timeliness, completeness, and quality of problem identification, deliverable submittal, history of cooperative behavior, effective business relations, teamwork and focus on customer satisfaction.		
PROGRAM MANAGEMENT Effectiveness of integration and coordination of all activities required to execute the contract, use of resources, assignment of responsibility, internal coordination and communication, and risk management practices.		
MANAGEMENT OF PERSONNEL Ability to select, retain, support, and replace personnel with the experience and expertise necessary to accomplish the requirements within schedule and budget.		
PROJECT DEADLINES Ability to meet projects requirements and deliverables in a timely manner.		
OVERALL TECHNICAL PAST PERFORMANCE		
Please provide any additional comments.		

SUPPLY CHAIN MANAGEMENT

BUY AMERICAN ACT CERTIFICATION

The bidder/offeror hereby certifies that each end product qualifies as a U.S. domestic commercial item.

Yes ☐ No ☐

If the answer above is no, fill out the below information.

The bidder/offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the provision entitled Buy American Act); and that NO components of unknown origin have been mined, produced, or manufactured outside the United States.

Excluded end products in accordance with FAR Part 25.104 _____

Country of Origin _____

The bidder/offeror will represent (as an estimate), herein, before the award of a purchase order or subcontract, the percent of the foreign content of the item or service being procured expressed as a percent of the purchase order/subcontract award price (accuracy within plus or minus 5 percent is acceptable). Percent of Foreign Content: _____.

THE OFFEROR'S SIGNATURE MAKE THE ABOVE REPRESENTATIONS AND CERTIFICATIONS PART OF THEIR QUOTATION

Offeror's Signature:

Date:

Printed Name:

Company Name:

SUPPLY CHAIN MANAGEMENT

SMALL BUSINESS SUBCONTRACTING PLAN MODEL

IDENTIFICATION DATA:

Contractor:		
Address:		
Solicitation/Contract #:		
Item/Service:		
Total Amount of Contract (Including Options):		
Period of Contract Performance:	Click here to enter a date.	

Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is Applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9.

"SUBCONTRACT," means any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor calling for supplies or services required for performance of the contract, contract modification, or subcontract.

1. **Type of Plan** (Check one)

☐ Individual Contract Plan - Individual Contract Plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

☐ Master Plan - Master Plan means a subcontracting plan that contains all of the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

☐ Commercial Plan - Commercial Plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). The contractor must provide a copy of the approved plan. **NOTE: A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items.**

2. Goals

State separate dollar and percentage goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, as subcontractors, for the basic and each option year, as specified in FAR 19.704.

- A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this contract is \$0.00.
- B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns): (% of "A"): \$0.00 and 0%.
- C. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of "A"): \$0.00 and 0%.
- D. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of "A"): \$0.00 and 0%.
- E. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of "A"): \$0.00 and 0%.
- F. Total estimated dollar value and percent of planned subcontracting with small disadvantaged business (% of "A"): \$0.00 and 0%.
- G. Total estimated dollar value and percent of planned subcontracting with women-owned small business (% of "A"): \$0.00 and 0%.
- H. Total estimated dollar value and percent of planned subcontracting with large business (% of "A"): \$0.00 and 0%.
- I. Provide a description of the principal types of supplies and services to be subcontracted under this contract, and an indication of the types planned for subcontracting to each type of small business concern listed above including a description of types to be subcontracted to large business.

Subcontracted Supplies/Services (check all that apply):

☐SB ☐VOB ☐SDVOB ☐HUB ☐SDB ☐WOSB ☐LB

[Description]

- J. A description of the method used to develop the subcontracting goals (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to each socioeconomic category of business were determined. Include any source lists used in the determination process.

[Description]

- K. Indirect costs have been ☐ have not been ☐ included in establishing the dollar and percentage subcontracting goals stated above.
(check one)
- L. If indirect costs have been included, describe the method used to determine the proportionate share of such costs to be incurred.

[Description]

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title/Position: _____

Address: _____

Telephone: _____

DUTIES:

4. Equitable Opportunity

- A. The contractor agrees to ensure that small business concerns will have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:
- i. Contacting small business (SB), veteran-owned small business (VOB), service disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) trade associations (to the extent known, identify specific small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) trade associations).
 - ii. Contacting small business development organizations (to the extent known, identify specific small business development organizations).

- iii. Attending small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) procurement conferences and trade fairs (to the extent known, identify specific procurement conferences and trade fairs and dates).
 - iv. Potential sources will be requested from SBA representatives and SBA sponsored programs such the Procurement Technical Assistance Centers (PTAC).
 - v. Utilizing newspaper and magazine ads to encourage new sources.
- B. Internal efforts to guide and encourage purchasing personnel:

[Description]

C. Additional efforts:

[Description]

5. Flow-Down clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. The contractor will also require all subcontractors, except small business concerns, that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan." (See FAR 19.708(b)).

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small businesses and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission of the Individual Subcontract Report (ISR), and Summary Subcontract Report (SSR) in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit ISR, SSR and SDB reports if applicable.

Submission of the ISR, SSR and SDB reports will occur through the Electronic Subcontract Reporting System (<https://esrs.symlicity.com/>) using the following schedule:

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	Individual Subcontract Report (ISR)	04/30
Apr 1 - Sep 30	Individual Subcontract Report (ISR)	10/30
Oct 1 - Sep 30	Summary Subcontract Report (SSR)	10/30
Oct 1 - Sep 30	Small Disadvantage Business Report (SDB)*	10/30

*If required by FAR 52.219-25

7. Record Keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. Lists of guides and other electronic data systems for identifying small business concerns.
- B. Organizations contacted in an attempt to locate small business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over the simplified acquisition threshold, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small businesses were solicited, and if not, why not; (3) whether service-disabled/veteran-owned businesses were solicited, and if not, why not; (4) whether HUBZone small businesses were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small businesses were solicited, and if not, why not; and (7) reason for failure of solicited small business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contacts with small businesses, trade associations, PTAC, SBA, attendance at small business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement, provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. **(This item is not required for company or division-wide commercial plans.)**
- G. Additional records: _____

This subcontracting plan was submitted by:

Signature: _____
Printed Name: _____
Title: _____
Date Prepared: _____
Phone No.: _____

SLAC SCM Small Business Program Manager Approval:

Signature: _____
Printed Name: _____
Title: _____
Date: _____
Phone No.: _____

OFFEROR'S REQUEST FOR CLARIFICATIONS (Attachment 4)

Request for Proposal No: SLAC RFP 335899(RH)

Due Date: March 13, 2023 @ 5pm PST

OFFEROR'S NAME: _____

DATE: _____

ITEM #	DATE SUBMITTED	RFP DOCUMENT REFERENCE	QUESTION	RESPONSE DATE	RESPONSE	RFP ACTIONS
1						
2						
3						
4						
5						

SUPPLY CHAIN MANAGEMENT**Section K – Representations and Certifications**

- 1.) SLAC National Accelerator Laboratory- REPRESENTATIONS AND CERTIFICATIONS SUPPLEMENT (August 2022) - **To be completed by ALL Offerors.**
- 2.) SLAC National Accelerator Laboratory- INTERNATIONAL REPRESENTATIONS AND CERTIFICATIONS (May 2005) – **To be completed by all Offerors outside of the U.S.** (in addition to REPRESENTATIONS AND CERTIFICATIONS SUPPLEMENT requirement above for ALL Offerors)

Representations and Certifications Supplement

Stanford University has executed and is engaged in the performance of Prime Contract DE-AC02-76SF00515 with the United States Department of Energy (DOE), for the management and operation of SLAC National Accelerator Laboratory in Menlo Park, CA. The following representations and certifications must be completed, and this form must be signed and returned with the Offeror's proposal.

BUSINESS INFORMATION

Business Name: _____

Business Address: _____

"Doing Business As" (DBA): _____

Unique Entity Identifier (UEI): _____

Duns and Bradstreet Number (DUNS): _____ Tax Identification Number (TIN): _____

SYSTEM FOR AWARD MANAGEMENT (SAM) ELECTRONIC REPRESENTATION AND CERTIFICATION APPLICATIONS:

The Offeror certifies that the annual Representations and Certifications available electronically via the System for Award Management ([SAM](#)) have been completed and by submission of this offer, the Offeror further certifies that the information contained therein is current, accurate, complete, and fully responsive to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer. Those Representations and Certifications are incorporated in this offer by reference (see FAR 4.1201).

EMPLOYMENT VERIFICATION ELIGIBILITY ([E-VERIFY](#))

(Applicable to proposals exceeding \$3,500)

Offeror represents that:

- ☐ E-Verify is not applicable based on paragraph (e) of FAR 52.222-54 Employment Eligibility Verification.
- ☐ it is ☐ is not currently enrolled in E-Verify
- ☐ if not currently enrolled, it will enroll in E-Verify with 30 calendar days of subcontract award.
- ☐ It will include FAR 52.222-54 in applicable lower-tier subcontracts.

EMPLOYEE-VENDOR RELATIONSHIP CERTIFICATION

An affirmative response in the following certification will require the University to evaluate your offer to determine whether a conflict of interest exists. A determination that a conflict of interest exist may necessitate rejection of your offer. The fact that an employee or former employee of Stanford University, or near relative of an employee owns, controls, or has a significant financial interest in your organization will not, in and of itself, necessarily be cause for rejection of your offer.

DEFINITIONS

Employee: Any individual who is presently employed by any entity of Stanford University, including the Stanford Linear Accelerator Center. Former Employee: An individual who has retired or separated from Stanford University, was dismissed, or was otherwise formerly employed by the University.

Near Relative: The employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law of a Stanford University employee, household member, and step-relatives in the same relationship.

Near relative also includes the domestic partner of a university employee and a relative of the domestic partner in one of the foregoing relationships.

Control: Having some right to direct or transfer property (even though there exists no actual title to the property, such as trusteeship, power of appointment, or contract) that could be the basis for influence upon the selection or decisions of an organization's management personnel.

Significant Final Interest: Owning or controlling more than 10 percent of the organization.

CERTIFICATIONS

To the best of my knowledge and belief, an employee or former employee of Stanford University nor a near relative of an employee:

☐ does ☐ does not own, control, or have significant financial interest in the Offeror's organization

If an employee or former employee of Stanford University or near relative thereof does own, control, or have significant financial interest in the Offeror's Organization, identify the employees and the Stanford University entity where that person is employed:

Employee Name: _____

Stanford University Entity: _____

TOXIC CHEMICAL RELEASE REPORTING

(Applicable if offer exceeds \$100,000.)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for subcontract award.

(b) By signing this offer, the Offeror certifies that –

(1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the subcontract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable).*

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ☐ (v) The facility is not located in the United States or its outlying areas.

ANTI-KICKBACK

(Applicable if offer exceeds \$100,000)

By submission of this offer, the Offeror certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback; and has not included, directly or indirectly, the amount of any kickback in the offer. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (e.g., the University), prime contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a government prime contract or in connection with a subcontract at any tier relating to a Government prime contract.

EXPORT CONTROL

(a) The Offeror represents that items being furnished under any resulting agreement are, are not Trigger List Items as defined below.

Trigger List Items: [Nuclear Suppliers Group](#)

Trigger List items are a listing of equipment, components, or materials especially designed for nuclear applications and are export controlled.

These items are on the safeguards list of the International Atomic Energy Agency identified above. The regulatory authority is the US Nuclear

Regulatory Commission (10 CFR 110). If the items are Trigger List items, provide the following information:

Manufacturer's Name: _____

Description: _____

Commodity Category: _____

(b) The Offeror represents that items being furnished under any resulting agreement are, are not articles, services, and related technical data designated as defense articles or defense services as defined in the United States Munitions List ([USML](#)) of the International Traffic in Arms Regulations (ITAR), [22 CFR 120-130](#).

The regulatory authority is the US Department of State, Directorate of Defense Trade Controls ([DDTC](#)).

If the items or services are subject to the USML (ITAR), provide the following information:

Manufacturer's Name: _____

Description: _____

Commodity Category: _____

(c) The Offeror represents those items being furnished under any resulting agreement are, are not Dual Use Items 500 or 600 series as defined below.

Dual Use Items 500 or 600 series: [Bureau of Industry and Security U.S. Department of Commerce](#)

Dual Use Military and Space Items that were previously on the Munitions List under the Department of State and have been moved to the Commerce Control List 15 CFR 730 – 774. If the items are Dual Use Military and Space, provide the following information:

Manufacturer's Name: _____

Description: _____

Export Control Classification Number: _____

(d) To the extent the items being furnished under any resulting agreement are controlled under other portions of the Commerce Control List of the Export Administration Regulations, 15 CFR 730 et seq., provide the following information:

Manufacturer's Name: _____

Description: _____

Export Control Classification Number: _____

SIGNATURE

Note: A person authorized to make legally binding commitments on behalf of the offeror must sign below. Signature constitutes a representation that reasonable and prudent inquiry has been made to ascertain the true accurate basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or fraudulent may result in criminal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802 (a) (2). These representatives and Certifications shall remain in effect for a period of one (1) year from the date signed and shall satisfy any subsequent proposal's requirements during that one-year period. The Offeror shall notify SLAC of any changes that may occur in any if the representation or certifications during that period.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



NATIONAL ACCELERATOR LABORATORY
Operated for the U.S. Department of Energy by Stanford University
Acting Under Contract DE-AC02-76-SF00515

REPRESENTATIONS AND CERTIFICATIONS

This document is to be used if offeror's performance is outside the United States and Offeror has or will not recruit employees in the United States to work on this subcontract.

The following Representation & Certification solicitation provisions must be completed and this form must be signed and returned with the offeror's proposal.

The Offeror represents and certifies as part of its offer that: *(Check or complete all applicable items.)*

1. TYPE OF ORGANIZATION.

It operates as

- ☐ individual,
- ☐ sole proprietorship,
- ☐ partnership,
- ☐ educational institute or nonprofit organization,
- ☐ limited liability company,
- ☐ joint venture,
- ☐ professional corporation, or
- ☐ other corporation incorporated in the Country of _____,
- ☐ government of _____

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) ☐ Are, ☐ are not at present debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ Have, ☐ have not within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) ☐ Are, ☐ are not at present indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror ☐ has, ☐ has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

(Applicable if offer exceeds \$100,000.)

(a) The definitions and prohibitions contained in the Limitation on Payments to Influence Certain Federal Transactions clause, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this subcontract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the University; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. ANTI-KICKBACK. *(Applicable if offer exceeds \$100,000.)*

By submission of this offer, the Offeror certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback; and has not included, directly or indirectly, the amount of any kickback in the offer. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (e.g., the University), prime contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Government prime contract or in connection with a subcontract at any tier relating to a Government prime contract

5. BUY AMERICAN CERTIFICATE. *(Not applicable to Construction Services)*

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 FAR 52.225-1 Buy American Act—Supplies.

Foreign End Products

Country of Origin

(The University will take into consideration applicable provisions of FAR Part 25 in evaluating offers for foreign end products)

6. EMPLOYEE-VENDOR RELATIONSHIP CERTIFICATION

An affirmative response in the following certification will require the University to evaluate your offer to determine whether a conflict of interest exists. A determination that a conflict of interest exist may necessitate rejection of your offer. The fact that an employee or former employee of Stanford University, or near relative of an employee owns, controls, or has a significant financial interest in your organization will not, in and of itself, necessarily be cause for rejection of your offer.

Definitions:

Employee: Any individual who is presently employed by any entity of Stanford University, including the Stanford Linear Accelerator Center.

Former Employee: An individual who has retired or separated from Stanford University, was dismissed, or was otherwise formerly employed by the University.

Near Relative: The employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law of a Stanford University employee, and step-relatives in the same relationship. Near relative also includes the domestic partner of a University employee and a relative of the domestic partner in one of the foregoing relationships.

Control: Having some right to direct or transfer property (even though there exists no actual title to the property, such as trusteeship, power of appointment, or contract) that could be the basis for influence upon the selection or decisions of an organization's management personnel.

Significant Financial Interest: Owning or controlling more than 10 percent of the organization.

To the best of my knowledge and belief, an employee or former employee of Stanford University or a near relative of an employee [] does [] does not own, control, or have significant financial interest in the Offeror's organization.

If an employee or former employee of Stanford University or near relative thereof does own, control, or have significant financial interest in the Offeror's Organization, identify the employees and the Stanford University entity where that person is employed

Certification

Signature

Company Name

Name

Address

Title

City, State/Province, Country

Date

Telephone Number and E-mail address

SUPPLY CHAIN MANAGEMENT

Section L – Instructions to Offerors (ITO)**Instructions to Offerors for Fixed Price Construction Subcontracts and Purchase Orders****1. GENERAL INFORMATION**

Section L – Instructions to Offerors for Firm Fixed Price Subcontract provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements as stated in the Statement of Work and Engineering Specification Document. Non-conformance with the instructions provided in this ITO may result in an unfavorable proposal evaluation.

Proposals must be valid for ninety (90) days from the proposal due date. The Offeror shall make a clear statement in its proposal cover letter utilizing the following language, “The undersigned agrees that this offer is valid for ninety (90) days and shall furnish any or all items upon which prices are offered at the price set opposite each item and that will remain valid for one year from the initial award, delivered at the designated point(s), within the time specified in the schedule.”

Proposals are due no later than March 24, 2023, at 5:00 PM PST and shall be addressed and e-mailed to the **Senior Subcontracts Administrator, Ryan Hodges at rhodges@slac.stanford.edu.**

Proposals shall be submitted on the forms furnished or copies thereof and must be manually or electronically signed. If erasures or other changes appear on the forms; the person signing the proposal must initial each erasure or change.

Point of Contact: The Procurement Specialist, Ryan Hodges, is the sole point of contact for this acquisition. Address any questions or concerns to the Procurement Specialist at e-mail: rhodges@slac.stanford.edu. All exchanges of source selection information between the University and Offerors will be controlled by the Purchasing Specialist.

Cost/Price Reasonableness and Realism: Unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements, or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the Offeror. The Offeror's Cost/Price proposal consists of the firm fixed price to deliver the products required as set forth in the solicitation and must be prepared in a manner that is current, accurate, and responsive to the RFP.

The University intends to award without discussions with respective Offerors. The University, however, reserves the right to conduct discussions if deemed in its best interest.

Also note that the following requirements apply to this procurement and any resultant Purchase Order:

- E-Verify as required by FAR 52.222-54, “Employment Eligibility Verification (July 2012) applies to this procurement.

Marking of Proprietary/Confidential Information. Offerors shall properly mark and identify with a restrictive legend or information markings on pages of the proposal that contain proprietary/ confidential information.

For Offeror to be eligible for a subcontract award with the University and the U.S. Department of Energy (DOE), Offeror shall be registered with the System for Award Management (SAM), the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly at the SAM website: <https://sam.gov/content/home>

SLAC will not be liable for any expense incurred in preparing any supplier's response nor for any expense for materials or services not funded on this subcontract.

2. PREPARATION OF PROPOSALS

Volume I must contain the following information, but not contain any pricing information. All pricing information shall be submitted in Volume II – Business Proposal. Proposals will be evaluated based on key evaluation factors thereunder. See Section M for rating criteria for both technical and business evaluations.

Volume I – Technical Proposal (35 page maximum)

Cover Sheet

The cover sheet should include:

- Project Title: LCLS-II-HE Conduit Bundles Assembly Fabrication
- Volume I - Technical Proposal
- Date of submission
- Subcontractor Name
- Contact Information

Factor 1: Engineering and Fabrication Specifications

Sub-factor A: Conformance with Specification

Offeror shall demonstrate that its proposal is in conformance with the Statement of Work (SOW) titled, “LCLS-II-HE Conduit Bundles Assembly Fabrication,” Document No. LCLSII-HE-1.3-SW-0637-R0, dated October 18, 2022, and the requirements of this solicitation. This can be provided in a form of an Acceptance Criteria table, indicating Offeror's compliance, non-compliance, or exceptions taken for each requirement.

Offerors will address all “Technical Specifications” referenced in the Statement of Work (Section #3 and Table 1. Conduit Bundle Specifications)

Sub-factor B: Change Suggestions

Offeror may submit useful change suggestions that are well supported and include any price and schedule impacts.

Factor 2: Resources – Facilities, Planning, and Management

Sub-factor A: Production Facilities & Equipment

Offeror shall submit information that demonstrates existing production facilities and equipment are compatible to the scope of work required and will facilitate performance within the required delivery schedule. This includes providing (1) a proposed Equipment Qualification Schedule/Plan, and (2) a document detailing the current equipment calibration dates to ensure facility qualification and readiness.

Sub-factor B: Manufacturing Planning and Management

Offeror shall submit a Manufacturing Plan to show a logical and detailed approach to fabricate Conduit Bundle Assemblies within the required schedule and meet the manufacturing requirements.

This plan should highlight the Offeror's approach to management planning and manpower allocations and include an organizational chart and a description of the Key Personnel responsibilities.

Sub-factor C: Production and Delivery Schedule

Offeror shall provide a detailed schedule and facility capacity chart for the fabrication and delivery of required Conduit Bundle Assemblies. The Offeror shall highlight and address any potential scheduling conflicts.

Factor 3 – Experience & Past Performance

- This section shall include the Offeror's proposed approach to accomplishing the requirements specified in the Section C Statement of Work (SOW) titled, "LCLS-II-HE Conduit Bundles Assembly Fabrication," Document No. LCLSII-HE-1.3-SW-0637-R0, dated October 18, 2022.

This section shall include the following:

Sub-factor A: Experience

Documentation must be presented showing prior experience in successfully supplying items to meet comparable Conduit technical specifications, including quantity, assembly, inspection/testing, and delivery schedule. This includes, but is not limited to:

- Specific vendor and Key Personnel experience (individual jobs performed, who performed them, number of Conduit Bundle Assemblies supplied and contact information)

NOTE: Key Personnel experience may be provided in the form of a resume or any other means that clearly describes the experience and qualification of each individual.

Sub-factor B: Past Performance

Offeror shall complete page 1 of the Past Performance Questionnaire (Attachment 2) for three to five projects that are similar in scope and include the project name, date(s), address, client point of contact information (phone and email address), and the Subcontractor's Project Manager.

If the past experience involves partnering with another company or subcontracting a significant portion of the work, Offeror must provide references for the partner or subcontractor, as well. Please make sure that the points of contact information provided is current.

Factor 4: Quality Assurance (QA)

Sub-factor A: Quality Assurance Plan

Offeror shall provide an outline of a Quality Control Plan that has been utilized to successfully produce Conduit Bundle Assemblies similar to those described in the Technical Specification. The supporting narrative should describe how the quality of the product will be assured and documented during manufacturing and handling. Describe the testing procedures that will be used to ensure that each unit produced conforms to the subcontract requirements.

Sub-factor B: Methodology for Problem Avoidance and Resolution

Offeror is to describe any foreseeable challenges in producing high quality Conduit Bundle Assemblies, and discuss what can be done to avoid these problems (e.g., downtime, unavailability of Key Personnel, etc). Provide a description of the methodology that will be used when a problem arises that will result in a resolution.

Sub-factor C: Approach to Documentation, Calibration, & Inspection

Offeror is to provide a narrative (or include in the Quality Assurance Plan), detailing its approach to the following topics:

- Trace Documentation
- Records Management
- Calibration
- Inspections

Volume II – Business and Price Proposal

In accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data may be required to support price reasonableness. Information shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the Procurement Specialist determines that there is insufficient information available to determine price reasonableness and none of the exceptions under FAR 15.403-1 apply, the Offeror shall be required to submit cost or pricing data.

Cover Sheet

The cover sheet should include:

- Project Title: LCLS-II-HE - LCLS-II-HE Conduit Bundles Assembly Fabrication
- Volume II – Business Proposal
- Date of submission
- Subcontractor Name
- Contact Information
- List of major Sub-subcontractors (defined as those Sub-subcontractors that will perform at least ten (10) percent of the effort based on the total proposed price)

Business Factors

Clearly stamp all company financial documents as “*Business Sensitive*”, if applicable, on any included documents.

Factor 1 – Financial Standing

Sub-factor A: Financial Statements

Submit a copy of your audited or reviewed financial statements for the current and previous years. The statements must be prepared in accordance with the standards of the American Institute of Certified Public Accountants and be prepared by an independent certified public accountant registered and licensed under the laws of any state. Balance sheets, income statements, supporting schedules and notes, and the opinion of the independent auditor must accompany the financial statement.

Sub-factor B: Statement of Financial Stability

Offerors shall include a current Dun and Bradstreet report dated no more than six (6) months from the proposal submission date.

Factor 2 – Price

Sub-factor A: RFP Section A – Subcontract Cover Page

Offeror shall submit a completed RFP Section A – Subcontract Cover Page

Subfactor B: RFP Section B – Supplies or Services or Prices

Offeror shall submit a completed RFP Section B – Supplies or Services or Prices

Sub-factor C: Milestone Payment Schedule

Offeror shall submit a proposed Milestone Payment Schedule (RFP Solicitation Section H) for all the pricing options listed out in RFP Section B.

Sub-factor D: Additional Required Documentation:

Offeror’s proposal shall include the following documentation that will be released with the RFP solicitation. Unless noted below, all documentation shall be submitted fully complete.

- Past Performance Questionnaire (Attachment 1)
- Buy American Act Certification (Attachment 2)
- Small Business Subcontracting Plan (Attachment 3) Complete if applicable
- “Offeror’s Request for Clarifications” (Attachment 4) Complete if applicable
- Representations and Certifications Supplemental Form (Section K)
- International Representations and Certifications (Section K) Complete if outside of the U.S.

Factor 3: Terms and Conditions Acceptance and/or Exceptions

Offeror’s proposal must communicate acceptance to the SLAC Terms and Conditions, as indicated in the solicitation, including all attachments, and documents incorporated by reference. This includes all SLAC Terms and Conditions, Technical Specifications, Drawings, Statement of Work, and the requirements within the forms listed above under Business Factor 2, Sub-factor D.

Requested exceptions to any of the solicitation documents must be communicated at the time of the proposal submission. Note that any and all exceptions to the SLAC Terms and Conditions will require SLAC Legal approval. Offeror shall provide its rationale or an explanation for any exceptions requested.

3. METHOD OF TRANSMISSION/ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS:

Proposals must be submitted via electronic mail to the Procurement Specialist, Ryan Hodges, at e-mail: rhodges@slac.stanford.edu on or before the due date of this RFP. The Offeror shall prepare the proposal as set forth in the Proposal Organization Table. Titles and contents of volumes shall be as defined in the table.

Proposal Organization Table:

Volume	Volume Title	Page Limit
I	Technical Proposal	35
II	Business Proposal	None

4. LATE PROPOSALS AND MODIFICATIONS:

Proposals and Modifications thereof received at the office designated in the Request for Proposals after the due date and time is “late” and will not be considered unless they are received before award is made; and either:

(1) If it was transmitted through an *electronic commerce* method authorized by the *solicitation*, it was received at the initial point of entry at SLAC infrastructure not later than 5:00 p.m. one working *day* prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at SLAC installation designated for receipt of offers and was under SLAC’s control prior to the *time* set for receipt of offers.

5. WITHDRAWALS OF PROPOSALS

Proposals may be withdrawn by written original letter or email, addressed as instructed for the proposal, and received from the Offerors prior to award.

6. AMENDMENT

The right is reserved, as the interests of SLAC may require, to revise or amend the solicitation documents and drawings prior to the due date set for submission of proposals. Such revisions and amendments, if any, will be announced on an “Amendment of Solicitation/Subcontract Modification” form. Copies of such amendment as may be issued will be furnished to all prospective Offerors. If the revisions and amendments are of a nature which requires material changes in quantities or proposal prices or both, the date set for submission of proposals may be postponed by such number of days, as in the opinion of SLAC will enable the Offerors to develop their proposals. In such case, the Amendment of Solicitation/Subcontract Modification form will include an announcement of the new due date for receipt of proposals.

7. EXPLANATION TO OFFERORS/OFFEROR QUESTIONS & CLARIFICATIONS

Any explanation desired by an Offeror regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc., must be requested in writing to the attention of the Procurement Specialist, Ryan Hodges, using the SLAC Question and Answer Log attached hereto, titled as “Offeror’s Request for Clarifications.” Sufficient time must be allowed for a reply to reach the Offeror before the due date for submission of proposals. Oral clarification of requirements or instructions provided by SLAC before the award of the Subcontract will not be binding. Questions containing Offeror’s non-proprietary information and corresponding clarifications will be shared with all Offerors. Transmittal shall be sent via e-mail in PDF format.

8. TAXES

Attention of Offerors and their prospective Sub-subcontractors is directed to the Article titled “Federal, State and Local Taxes” of the General Terms and Conditions and to the California State Board of Equalization Regulations relating to sales of machinery and equipment for delivery under construction contracts with the United States government. However, responsibility for determination of the applicability of California State Board of Equalization Regulations shall rest solely with the Offeror, and no representation or guarantee either expressed or implied is made by the Government or SLAC hereunder as to the application thereof. SLAC will not reimburse Offeror for taxes as a separate line item.

9. SPECIFIED PRODUCT AVAILABILITY

Where the Technical Specifications, Statement of Work, or Drawings list a specific product, the Offerors may assume that the product is commercially available; however, availability within the required performance period may require payment, by the successful Subcontractor at no additional cost to SLAC, of premiums for expediting production or shipment. The Offerors are cautioned to confirm not only product prices but costs associated with timely acquisition of the product as required to meet performance period

requirements. The Offerors are required to notify the University Subcontract Administrator prior to the proposal due date of any obvious product unavailability.

10. SPECIFIED PRODUCT OR METHOD COMPATIBILITY

Where the Technical Specifications, Statement of Work, or Drawings list a specific product or method, the Offerors may assume that the product or method is compatible with other requirements of the Subcontract. The Offerors are required to notify the University Procurement Specialist prior to the date set for receipt of proposals of any obvious incompatibility between a specified product or method and other requirements of the Subcontract.

11. EXCEPTIONS TO UNIVERSITY'S STANDARD TERMS AND CONDITIONS, PROVISIONS, AND/OR CLAUSES

Offeror must identify any exceptions to SLAC terms and conditions or exceptions to any other element of the requirements that are a part of this RFP, with their proposal. SLAC will not entertain any exceptions not identified in the proposal submission. Exceptions taken may be cause for rejection of a proposal. Inclusion of any assumptions, clarifications, exclusions, or conditions may be cause for rejection of the proposal as non-responsive.

SUPPLY CHAIN MANAGEMENT

Section M – Evaluation Factors for Award**I. BASIS FOR AWARD****A. Basis for Contract Award**

This is a best value trade-off source selection conducted in accordance with the instruction in Section L and evaluated in accordance with Section M. The University will select the best overall offer, based upon an integrated assessment of all the technical factors and subfactors to include Cost/Price. The subcontract may be awarded to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Attachment (A) of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the University. The University seeks to award to the offeror who gives the University the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach of the higher price offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation (described below). While the University's source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

B. Number of Contracts to be Awarded

The University intends to award up to one contract for this project.

C. Rejection of Unrealistic Offers

The University may reject any proposal that is evaluated to be unrealistic in terms of program commitments, contract terms and conditions, or unrealistically high or low in cost when compared to the University's estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

D. Correction Potential of Proposals

The University will consider, throughout the evaluation, the "correction potential" of any deficiency or uncertainty. The judgment of such "correction potential" is within the sole discretion of the University. If an aspect of an offeror's proposal does not meet the University's requirements and is not considered correctable, the offeror may be eliminated from the competitive range.

E. Competitive Advantage from Use of GFP.

The University will eliminate any competitive advantage resulting from an offeror's proposed use of Government-furnished property (GFP).

II. EVALUATION FACTORS

A. Evaluation Factors and Subfactors

1. The Following evaluation factors and subfactors will be used to evaluate each proposal: Award will be made to the offeror proposing the combination most advantageous to the University based upon an integrated assessment of the evaluation factors and subfactors described below. The evaluation factors are in importance. Within the Requirement Capability factor, the subfactors are listed in order of importance. Refer to Subcontract Section L for full description of evaluation factors.

Volume 1 - Technical Proposal

- **Factor 1** – Engineering and Fabrication Specifications
 - Sub-factor A: Conformance with Specification
 - Sub-factor B: Change Suggestions
- **Factor 2** – Resources: Facilities, Planning, and Management
 - Sub-factor A: Production Facilities and Equipment
 - Sub-factor B: Manufacturing Planning and Management
 - Sub-factor C: Production and Delivery Schedule
- **Factor 3** – Experience and Past Performance
 - Sub-factor A: Experience
 - Sub-factor B: Past Performance
- **Factor 4** – Quality Assurance (QA)
 - Sub-Factor A: Quality Assurance Plan
 - Sub-Factor B: Methodology for Problem Avoidance and Resolution
 - Sub-Factor C: Approach to Documentation, Calibration, and Inspection

Volume II - Business Proposal

- **Factor 1** – Financial Standing
 - Sub-factor A: Financial Statements
 - Sub-factor B: Statement of Financial Stability
- **Factor 2** – Price
 - Sub-factor A: RFP Section A – Subcontract Cover Page
 - Sub-factor B: RFP Section B – Supplies or Services or Prices
 - Sub-factor C: Milestone Payment Schedule
 - Sub-factor D: Additional Required Documentation:
 - Past Performance Questionnaire (Attachment 1)
 - Buy American Act Certification – Complete BAA Certification (Attachment 2)
 - Small Business Subcontracting Plan (if applicable) – Complete Small Business Subcontracting Plan (Attachment 3)
 - “Offeror’s Request for Clarifications” (Attachment 4). Complete if applicable
 - Representations and Certifications:
 - Representations and Certifications Supplemental Form (Section K) Complete / International Representations and Certifications (Section K) Complete if outside of the U.S.
- **Factor 3** – Terms and Conditions Acceptance and/or Exceptions

TECHNICAL PROPOSAL EVALUATION:

Factor 1: Engineering and Fabrication Specifications

SLAC will evaluate the Offeror's understanding of the requirements, including conformance to the Technical Specification, Statement of Work, and schedule, based on the clarity and detail provided within the Offeror's proposal. Evaluation of the merit and value of useful change suggestions will also be conducted, as well as assessing the realism of the Offeror's proposed material requirements.

Sub-factor A: Conformance with Specification

Offeror's proposal is (1) in conformance with the SLAC Technical Specification; (2) demonstrates a clear understanding the specification requirements, and (3) clearly addresses all discrepancies, conflicts, or exceptions taken to the Statement of Work and/or Technical Specification.

Sub-factor B: Change Suggestions

Change suggestions are useful, well supported, and include price and schedule impacts.

Factor 2: Resources: Facilities, Planning, and Management

Based on the Offeror's Technical Proposal, SLAC will evaluate the extent and availability of Offeror's demonstrated facilities and manpower and the sufficiency of the production capabilities, equipment, milestone planning, and personnel. SLAC will assess the value, merit and realism of the Offeror's proposed manufacturing plan, production timeline, and manpower utilization.

Sub-factor A: Production Facilities and Equipment

Documentation for existing production facilities and equipment is sufficient, compatible, and maintained to complete the work within the required delivery schedule. Offeror has confirmed availability of the required equipment listed in the solicitation.

Sub-factor B: Manufacturing Planning and Management

The Manufacturing Plan submitted by the Offeror for fabricating and delivery of the waveguide bundles within the required schedule is logical and includes a comprehensive approach to management planning and manpower allocation, including an organizational structure and Key Personnel responsibilities.

Sub-factor C: Production and Delivery Schedule

The production timeline for the fabrication and delivery of required waveguides, will be realistic and the self-evaluation of submitted capacity chart includes consideration for potential scheduling conflicts with current and future work.

Factor 3 – Experience and Past Performance

Offeror's proposal demonstrates key management and technical personnel experience and certifications, past performance, and qualifications directly related to satisfactory performance of contracts for fabricating similar equipment.

Sub-factor A: Experience

SLAC will evaluate the Offeror's experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the anticipated subcontract. SLAC will consider the extent to which the Offeror's Key Personnel have worked together in the past. In addition, the organizational experience of the Offeror's proposed key subcontractors will be evaluated.

Sub-factor B: Past Performance

Past performance is used to evaluate the Offeror's ability to satisfy its customers in the past, while remaining compliant to Federal, state, and local regulations. SLAC may contact some of the Offeror's past customers and/or subcontractors by providing the submitted Past Performance Questionnaires. Upon receipt of the completed questionnaires, SLAC will evaluate the response(s) to (1) verify the information provided in the Past Performance Questionnaire; (2) confirm that the Offeror's performance conformed to the terms and conditions of its contract; (3) confirm that the Offeror was reasonable and cooperative during performance, and (4) confirm that the Offeror was committed to customer satisfaction.

Relevancy for the purposes of evaluating the above subfactors shall generally be defined as experience and past performance in the areas listed below:

- Corporate and Key Personnel experience and past performance in the design and manufacturing of Conduit Bundle Assemblies.
- Demonstrated useful contributions that the company and/or Key Personnel have made in the past to waveguide design and manufacturing, or related technologies.

Offeror past performance will either be deemed "Acceptable" or "Unacceptable."

Factor 4 – Quality Assurance (QA)

SLAC will evaluate the Offerors outline of its Quality Assurance plans and procedures to be applied to the overall project.

Sub-Factor A: Quality Assurance Plan

Outline of the Quality Assurance Plan supports Offeror's ability to effectively manage the waveguide production process and ensures that all specification requirements are met to produce a quality product.

Sub-Factor B: Methodology for Problem Avoidance and Resolution

SLAC will evaluate if offeror's proposal demonstrates a clear understanding of potential challenges and provides methods to avoid such challenges. Proposal also provides a well-defined problem resolution process.

Sub-Factor C: Approach to Documentation, Calibration, and Inspection

Evaluation team will determine if offeror's approach to trace documentation, records management, calibration, and inspections is in accordance with the specification.

- B. Although price is important it will not be used for the sole basis for award. A qualitative assessment based on the Proposed Schedule, Conceptual Design Approach, Overall Qualifications (including Business Qualifications), Project Safety Program, and Pricing Proposal will all be evaluated. The technical differences shall be noted between the proposal offers, and adequately documented to determine any price/technical tradeoff to support the final award.
1. The focus of the proposal evaluation and selection process will be to identify the individual proposal strengths, weaknesses and deficiencies. The evaluation will analyze each offeror's resources that are available to perform under the contract, and how those resources will be utilized during contract

performance. This includes the offeror's proven ability through demonstrated past experience to satisfy all Performance Work Statement requirements.

2. All proposals shall be evaluated utilizing an adjectival technical rating based on "Exceeding, Meeting and/or Not Meeting" the technical requirements. Additionally, each rating shall include a descriptive statement or comment that will provide a written rational for the basis of the rating based on overall strengths, weaknesses, value additions and or deficiencies in the proposal responses.

Reference Exhibit A: "Individual Technical Evaluation Table" and Exhibit B: "Consensus Technical Evaluation Table" in Subcontract Section M

Exceeds Requirements	<u>Outstanding Overall Proposal.</u> The proposal satisfies all of the University's requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers numerous significant strengths, which are not offset by weakness, with an overall low degree of risk in meeting the University's requirements.
Meets Requirements	<u>Acceptable Overall Proposal.</u> The proposal satisfies all of the University's requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the problems and offers some significant strength or numerous minor strengths, which are not offset by weakness, with an overall moderate degree of risk in meeting the University's requirements.
Doesn't Meet Requirements	<u>Unacceptable Overall Proposal.</u> The proposal contains minimum detail to indicate feasibility of approach, shows minimal understanding of the project, contains major error(s), omission(s) or deficiency(ies) or involves a moderate to high risk.

3. Technical and Business proposal responses will be submitted separately to each evaluation team. The Technical Proposals will be evaluated by the Technical Team. Pricing proposals will be evaluated solely by the Business Evaluation Team.
4. A final source selection recommendation identifying the offeror to be awarded the contract, including supporting rationale and the technical to price tradeoff assessment of the offeror's proposal shall be prepared by the Source Selection Board Chair and presented to the Source Selection Official for approval prior to award.

BUSINESS PROPOSAL EVALUATION:

The Offeror's proposal will be evaluated utilizing a business rating based on "Meeting and/or Not Meeting" the business requirements.

Reference Exhibit C: "Business Evaluation Table" in Subcontract Section M

Factor 1 – Financial Standing

The Offeror will be evaluated on their financial statements and stability and will be evaluated utilizing a business rating based on “Meeting and/or Not Meeting” the financial requirements.

Sub-factor A: Financial Statements

The financial statements provided will be evaluated to determine that the prospective awardee is a responsible Offeror and will either “Meet Requirements” or submit statements that “Does Not Meet Requirements.”

Sub-factor B: Statement of Financial Stability

The Dun and Bradstreet report will be reviewed for risk and evaluated as meeting the criteria with a D&B Supplier Evaluation Risk Rating of 6 or below. Offeror will be graded on reporting that either “Meet Requirements” or “Does Not Meet Requirements.”

Meets Requirements	Acceptable Overall Proposal. The proposal meets the University's requirements for submission of complete and correct documentation, shows a satisfactory level of financial health, and meets the University's incremental funding profile.
Does Not Meet Requirements	Unacceptable Overall Proposal. The proposal does not meet the University's requirements for submission of complete and correct documentation, shows an unsatisfactory level of financial health, and/or fails to meet the University's incremental funding profile.

Factor 2. Price Proposal

Pricing will be evaluated based on completeness, realism, and reasonableness per the below table. See sub-factors for specific criteria.

Completeness	Price will be evaluated to determine whether the Offeror provided sufficient data as required by the solicitation and/or SLAC during the evaluation.
Realism	Prices will be evaluated to determine if they are unrealistically high or low in comparison to the Independent SLAC Cost Estimate and/or other offers received.
Reasonableness	Prices reasonableness will be determine using acceptable price and/or cost analyses technique.

Sub-Factor A: RFP Section A (Subcontract Form)

Submitted RFP Section A will be reviewed for completeness.

Sub-Factor B: RFP Section B (Supplier or Service Prices)

Submitted RFP Section B will be reviewed for completeness and reasonableness.

Sub-Factor C: Milestone Payment Schedule

Proposed Milestone Payment Schedule will be reviewed for completeness and reasonableness.

Sub-Factor D: Additional Required Documentation

Additional Documents required of this solicitation will be reviewed for completeness. Offeror's additional contractual documentation includes:

- Past Performance Questionnaire (Attachment 1)
- Buy American Act Certification – Complete BAA Certification (Attachment 2)
- Small Business Subcontracting Plan* (Attachment 3) – Complete if applicable. If not applicable, write “Not Applicable” on form and include supporting rationale.
- “Offeror’s Request for Clarifications” (Attachment 4). Complete if applicable.
- Representations and Certifications Supplemental Form (Section K) Complete / International Representations and Certifications (Section K) Complete if outside of the U.S.

*A Small Business Subcontracting Plan is not required:

- From small business concerns;
- For subcontracts performed entirely outside the United States; or
- When the subcontractor justifies there are no subcontracting opportunities.

Factor 3 – Terms and Conditions Acceptance and/or Exceptions

Terms and Conditions Acceptance and/or Exceptions will be reviewed for completeness and reasonableness.

Offeror's proposal must communicate acceptance to the SLAC Terms and Conditions, as indicated in the solicitation, including all attachments, and documents incorporated by reference. This includes all SLAC Terms and Conditions, Technical Specifications, Drawings, Statement of Work, and the requirements within the forms listed above.

While an Offeror may identify “exceptions” to the sample subcontract, such exceptions may reflect unfavorably upon the Offeror's proposal. Exceptions make it difficult to compare competing offers, and the process of resolving exceptions will be time consuming and result in unacceptable delays in the award of a subcontract. Offeror shall provide its rationale or an explanation for any exceptions requested.

III. DEBRIEFINGS

Debriefings will be done within 7 days at the request of any Offeror wishing to understand the reasons for the University's selection. The discussion shall not include comparisons with the other proposals. An explanation of the evaluation of significant elements in the Offeror's proposal, summary of the rationale for eliminating the Offeror from the competition and assure the Offeror that its proposal was treated fairly, impartially and objectively. The Procurement Specialist will conduct debriefing(s).

Exhibit A: Individual Technical Evaluation Table

Vendor Name: _____

Factor 1 – Engineering and Fabrication Specifications (Section L: Instruction to Offerors)	Technical Evaluation Criteria (Section M: Evaluation Factors)	Exceeds	Meets	Does Not Meet
<p>Sub-factor A: Conformance with Specification</p> <p>Offeror shall demonstrate that its proposal is in conformance with the Statement of Work (SOW) titled, “LCLS-II-HE Conduit Bundles Assembly Fabrication Statement of Work,” Document No. LCLSII-HE-1.3-SW-0637-R0, dated 10/18/2022, and the requirements of this solicitation.</p> <p>This can be provided in a form of an Acceptance Criteria table, indicating Offeror’s compliance, non-compliance, or exceptions taken for each requirement.</p>	<p>Sub-factor A: Conformance with Specification</p> <p>Offeror’s proposal is (1) in conformance with the SLAC Technical Specification; (2) demonstrates a clear understanding the specification requirements, and (3) clearly addresses all discrepancies, conflicts, or exceptions taken to the Statement of Work and/or Technical Specification.</p>			
<p>Following the completion of Sub-factor A above, refer to Section #3, “Technical Specifications,” Table 1. Conduit Bundle Specifications of the SOW. In proposal, offeror must address all technical specifications referenced below.</p>				
<p>1.) Section 3.1: All conduit straight sections, in standard 10-Ft. lengths, shall be Intermediate Metal Conduit (IMC) hot dipped galvanized and with threaded couplings.</p>	<p>1.) Offeror will elaborate in proposal on the fabrication method and materials being utilized</p>			
<p>2.) Section 3.2: Conduit elbows shall be Galvanized Rigid Steel Conduit (GRC) with dimension tolerances as specified in the contract drawings.</p>	<p>2.) Offeror will elaborate in proposal on the fabrication method and materials being utilized</p>			
<p>3.) Section 3.3: Conduit ends shall be cut square, properly reamed, and threaded to engage not less than five threads. Threads shall be tapered and coated with conductive thread compounds.</p>	<p>3.) Offeror will demonstrate in proposal that manufacturing plan will meet all specifications.</p>			

4.) Section 3.4: All conduits shall be swabbed after assembly to ensure that no foreign material exists within the conduits. A mandrel shall be run through each conduit from end to end.	4.) Offeror will demonstrate in and Quality Assurance Plan that all requirements will be met.			
5.) Section 3.5: Open-ended conduits shall be capped during construction and during shipments to prevent the entrance of foreign materials and to protect the exposed ends of conduit. SUBCONTRACTOR shall replace any conduits containing foreign materials that cannot be removed.	5.) Offeror will demonstrate in and Quality Assurance Plan that all requirements will be met.			
6.) Section 3.6: See construction drawings provided in this subcontract for more detailed conduit support fabrication. Conduit Assembly shall be done by a certified electrician.	6.) Offeror will demonstrate in proposal that required capability is satisfied.			
7.) Section 3.7: Due to co-location in an unventilated shaft with high-power waveguides and phase sensitivity of some cables, no coating shall be applied to the conduits that will increase their absorption of radiant heat.	7.) Offeror will demonstrate in proposal that required capability is satisfied.			
Sub-factor B: Change Suggestions. Offeror may submit useful change suggestions that may support justification for variance of specifications (cost or other benefit)	Sub-factor B: Change suggestions may be considered. Proposed change suggestions must be useful, well supported, and include price and schedule impacts.			

Technical Submission Requirements

Factor 2: Resources: Facilities, Planning, and Management (Section L)	Technical Evaluation Criteria (Section M)	Exceeds	Meets	Does Not Meet
Sub-factor A: Production Facilities and Equipment Demonstrate existing production facilities and equipment are sufficient, compatible, and maintained to complete the work within the required delivery schedule. Offeror has confirmed availability of the required equipment listed in the solicitation.	Sub-factor A: Provide documentation that existing production facilities and equipment are sufficient, compatible, and maintained to complete the work within the required delivery schedule. Offeror has confirmed availability of the required equipment listed in the solicitation.			
Sub-factor B: Manufacturing Planning and Management Offeror shall submit a Manufacturing Plan to show a logical and detailed approach to fabricate Conduit units within the required schedule and meet the manufacturing requirements.	Sub-factor B: The Manufacturing Plan submitted by the Offeror for fabricating and delivery of the Conduit Assembly Bundles within the required schedule is logical and includes a comprehensive approach to management planning and manpower allocation, including an organizational structure and Key personnel responsibilities.			
Sub-factor C: Production and Delivery Schedule Offeror shall provide a detailed schedule and facility capacity chart for the fabrication and delivery of required Conduit Assembly Bundles. The Offeror shall highlight and address any potential scheduling conflicts.	Sub-factor C: Provide production timeline for the fabrication and delivery of required Conduits, is realistic and self-evaluation of submitted capacity chart includes consideration for potential scheduling conflicts with current and future work.			

Technical Submission Requirements

Factor 3 – Experience and Past Performance Submission (Section L)	Technical Evaluation Criteria (Section M)	Acceptable	Unacceptable
<p>Sub-factor A: Experience:</p> <p>Documentation must be presented showing prior experience in successfully supplying items to meet comparable Conduit Bundle Assembly technical specifications, including quantity, assembly, inspection/testing, and delivery schedule.</p>	<p>Sub-factor A: SLAC will evaluate the Offeror’s experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the anticipated subcontract. SLAC will consider the extent to which the Offeror’s Key Personnel have worked together in the past. In addition, the organizational experience of the Offeror’s proposed key subcontractors will be evaluated.</p>		
<p>Sub-factor B: Past Performance</p> <p>Offeror shall complete page 1 of the Past Performance Questionnaire (Attachment 2) for three to five projects that are similar in scope and include the project name, date(s), address, client point of contact information (phone and email address), and the Subcontractor’s Project Manager.</p> <p>If past experience involves partnering with another company or subcontracting a significant portion of the work, Offeror must provide references for the partner or subcontractor, as well. Please make sure that the points of contact information provided is current.</p>	<p>Sub-factor B: Past performance is used to evaluate the Offeror’s ability to satisfy its customers in the past, while remaining compliant to Federal, state, and local regulations. SLAC may contact some of the Offeror’s past customers and/or subcontractors by providing the submitted Past Performance Questionnaires.</p> <p>Upon receipt of the completed questionnaires, SLAC will evaluate the response(s) to (1) verify the information provided in the Past Performance Questionnaire; (2) confirm that the Offeror’s performance conformed to the terms and conditions of its contract; (3) confirm that the Offeror was reasonable and cooperative during performance, and (4) confirm that the Offeror was committed to customer satisfaction.</p>		

Technical Submission Requirements

Factor 4 – Quality Assurance (Section L)	Technical Evaluation Criteria (Section M)	Exceeds	Meets	Does Not Meet
Sub-factor A: Quality Assurance Plan Offeror shall provide an outline of a Quality Control Plan that has been utilized to successfully produce Conduit Bundle Assembly Units similar to those described in the Technical Spec.	Sub-factor A: SLAC will evaluate the Offerors outline of its Quality Assurance plans and procedures to be applied to the overall project.			
Sub-factor B: Methodology for Problem Avoidance and Resolution Offeror is to describe any foreseeable challenges in producing high quality Conduit Bundle Assembly Units, and discuss what can be done to avoid these problems (e.g., downtime, unavailability of Key Personnel, etc). Provide a description of the methodology that will be used when a problem arises that will result in a resolution.	Sub-factor B: SLAC will evaluate if offeror’s proposal demonstrates a clear understanding of potential challenges and provides methods to avoid such challenges. Proposal also provides a well-defined problem resolution process.			
Sub-factor C: Approach to Documentation, Calibration, & Inspection Offeror is to provide a narrative (or include in the Quality Assurance Plan), detailing its approach to the following topics: <ul style="list-style-type: none"> • Trace Documentation • Records Management • Calibration • Inspections 	Sub-factor C: Evaluation team will determine if offeror’s approach to trace documentation, records management, calibration, and inspections is in accordance with the specification.			

Recommendation/ Summary:

Individual Technical Evaluator to enter rationale for ratings and individual recommendation.

Prepared by:

Name/Title/Date

Exhibit B: Consensus Technical Evaluation Table

Technical Submission Requirements	Technical Evaluation Criteria	Exceeds	Meets	Does Not Meet
Combined Technical/Risk Ratings	<p>Exceeds Requirements - The proposal satisfies all of the University's requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the issues and offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the University's requirements.</p> <p>Meets Requirements - The proposal satisfies all of the University's requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the issues and offers some significant strength or numerous minor strengths, which are not offset by weaknesses, with an overall moderate degree of risk in meeting the University's requirements.</p> <p>Does Not Meet Requirements - The proposal contains minimum detail to indicate feasibility of approach, shows minimal understanding of the project, contains major error(s), omission(s), or deficiency(ies) or involves a moderate to high risk.</p>			

Recommendation / Summary:

Source Selection Evaluation Team to enter rationale for ratings and consensus recommendation.

Prepared by:

Name/Title/Date

Exhibit C: Business Evaluation Table

Business Submission Requirements (Section L)	Business Evaluation Criteria (Section M)	Meets	Does Not Meet	Reason (If Does Not Meet Requirements)
Factor 1 – Financial Standing Sub-Factor A: Submit a copy of your audited or reviewed financial statements for the current and previous years. Refer to Subcontract Section L: Instruction to Offerors (ITO) Sub-factor B: Dun and Bradstreet and/or other credit rating report. Note that SLAC has access to D&B reports.	Factor 1 – Financial Standing Sub-Factor A: The financial statements provided will be evaluated to determine that the prospective awardee is a responsible Offeror and will either “Meet Requirements” or submit statements that “Does Not Meet Requirements.” Sub-Factor B: The Dun and Bradstreet report will be reviewed for risk and evaluated as meeting the criteria with a D&B Supplier Evaluation Risk Rating of 6 or below. Offeror will be graded on reporting that either “Meet Requirements” or “Does Not Meet Requirements.”			
Business Submission Requirements (Section L)	Business Evaluation Criteria (Section M)	Completeness	Realism	Reasonableness
Factor 2 – Price The Offeror shall submit:	Factor 2 – Price Proposal Offeror’s price proposals will be evaluated as set forth below:			
Sub-Factor A: RFP Section A (completed form), acknowledge issued addendums.	Sub-Factor A: Submitted RFP Section A will be reviewed for completeness.		N/A	N/A
Sub-Factor B: RFP Section B with firm-fixed prices for each line item.	Sub-Factor B: Submitted RFP Section B will be reviewed for completeness and reasonableness.		N/A	
Sub-Factor C: Milestone Payment Schedule	Sub-Factor C: Proposed Milestone Payment Schedule will be reviewed for completeness and reasonableness.		N/A	
Sub-Factor D: Additional Required Documentation	Sub-Factor D: Offeror will submit all required additional documentation. Additional Documents required of this solicitation will be reviewed for completeness		N/A	N/A
Business Submission Requirements (Section L)	Business Evaluation Criteria (Section M)	Completeness	Realism	Reasonableness
Factor 3: Terms and Conditions Acceptance and/or Exceptions Offeror’s proposal must communicate acceptance to the SLAC Terms and Conditions, as indicated in the solicitation. Requested exceptions to any of the solicitation documents must be communicated at the time of the proposal submission.	Factor 3: Terms and Conditions Acceptance and/or Exceptions Terms and Conditions Acceptance and/or Exceptions will be reviewed for completeness and reasonableness.		N/A	