

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER!

RFQ Number 00059814
Issue Date 6/7/22
Due Date 6/15/22
Due Time 5:00 PM

Return RFQ Responses To:

Hanford Mission Integration
Solutions, LLC
MSIN: H1-02 PO BOX 943
RICHLAND

Please Direct Inquiries To:

HILARY C JAMISON
TITLE CONTRACT SPECIALIST
5093767348 Ext.

Vendor:

VENDOR
WRITE IN
FULL BUSINESS INFORMATION
HERE:

Authorized Signature

Vendor Signature

RFQ Type STANDARD RFQ Quote Duration -
Payment Terms 0.0% 0.0 Days Net 0.0 Days

Instructions

**NAICS code 423830 applies to this
acquisition

Header Terms and Conditions

Facility	Standard Name	Revision	S/P	Text	Description - Text at End
A001 MSA		002	S	Y	STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE
A036 MSA		000	S	N	EVALUATION OF DISCOUNT
A085 MSA		001	S	N	BASIS OF AWARD - LOWEST PRICE
A101 MSA		000	P	N	BUY AMERICAN ACT
A102 MSA		002	S	N	CONFLICT OF INTEREST DISCLOSURE AND REPRESENTATION
G003 MSA		000	S	Y	AUTHORIZED PERSONNEL
L016 MSA		002	P	Y	SUBCONTRACTOR ACKNOWLEDGEMENT OF ONLINE REPS AND C

Line Items

Line	Quantity UP	Item Description	Unit Price
0001	1.00 EA	Catalog ID 0000726857 3	

Need Date 6/9/22 Destination RICHLAND WA
FORKLIFT, CLASS V, PER ATTACHED SPECIFICATIONS

Manufacturer Data

Manufacturer HYSTER
Model H550HD
Part *N/A

Lead Time Days Method of Shipment FOB FOB Point

Line Terms and Conditions

Facility	Standard Name	Revision	S/P	Text	Description - Text at End
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Line Items

Line Terms and Conditions

Facility	Standard Name	Revision	S/P	Text	Description - Text at End
	ADDED DESCR	000	V	Y	ADDITIONAL DESCRIPTION
	B033	001	P	Y	IDENTIFICATION OF ITEMS WITH PRODUCT DATA SHEET
	B076	004	P	Y	PRCMT OF POTENTIALLY SUSPECT OR COUNTERFEIT ITEMS
	B079	006	P	Y	CERTIFICATE OF CONFORMANCE

Variable Terms and Conditions

Line 0001 **Facility** **Standard Name** **Revision** **Description**

0001 ADDED DESCR 000 ADDITIONAL DESCRIPTION

Specification for purchase one (1) Hyster H550HD Class V Forklift
The unit will be a new standard production model or a used standard production model less than Two (2) years old with less than 200 hours, and shall be completely prepared for customer and sold through an authorized factory franchised dealer or reseller. The vendor shall provide full standard warranty (as delivered with options) on new unit, or a minimum one year/unlimited hour full machine warranty on a used unit. The unit shall be in compliance with ANSI/ITSDF B56.1 Safety Standard for Low Lift and High Lift Trucks, latest edition.
NOTE: Warranty and factory specifications must be supplied at time of bid or bid will be considered incomplete.
All accessories as listed herein shall be identical to those regularly supplied to a dealer by the original equipment manufacturer, and shall be of identical quality and design as those normally installed on unit for sale through normal commercial channels.
Items to include with bid are:
Proof that vendor is an authorized distributor Quality Assurance "B" clauses to be included:
B33 Identification of Items with Product Data Sheet
B76 Procurement of Potentially Suspect or Counterfeit Items Other Quality Requirements:
The Supplier/Manufacturer shall provide a Certificate of Conformance (COC) that is legible/reproducible and includes the following:
• The COC is on the Supplier's/Manufacturer's letterhead, and signed or otherwise authenticated by a supplier's representative
• The Purchase Order/Contract Number under which the equipment is being supplied
• Equipment Model and Unique Serial Number
• The Quantity
• A statement that the equipment furnished under this PO/CO is genuine (i.e., not counterfeit) and matches the quality and/or fitness for use required by the Purchase Order.
One copy of the documentation, unless otherwise specified, shall accompany the item shipped. Other Quality Requirements:
Fastener Marking Requirements ; All standard hex and heavy hex head cap screws and bolts (i.e., ½-13 x 2 UNC-2A Hex Cap Screw , SAE J429 Grade 5) exhibiting grades marks, shall also show the manufacturer's unique identifying mark as required by the applicable nationally recognized standard (i.e., ASTM, SAE).
A standard fastener: can be described from a nationally recognized consensus standards documents and maybe produced by any interested manufacturing facility. All other fasteners would be classified as SPECIAL or NONSTANDARD and would properly fall into three groups, modified standard, proprietary-patented, and engineered special parts.
Metric hexagon head bolts and screws (including fasteners with flange) shall be marked with the manufacturer's identification mark and with the marking symbol of the property class specified in accordance with International Standard ISO 898-1. This marking is required for fasteners of all property classes and where the fastener nominal diameter is equal to or greater than 5 mm.
The following Suspect/Counterfeit Fastener Headmark lists can be used as a reference, but should only be utilized as a reference in addition to the above referenced ISO standard:
Suspect Bolt Head Marking Card

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Line	Facility	Standard Name	Revision	Description
				http://www.hanford.gov/pmm/files.cfm/Suspect_Bolt_Head_Marking_Card.pdf Stainless Steel Fastener Headmark List
				http://www.hanford.gov/pmm/files.cfm/Suspect_Stainless_Steel_Fastener_Headmark_List.pdf Specifications
				Manufacturer's Designation - H550HD
				<ul style="list-style-type: none">• Load Capacity - 55,000 Lbs.• Lift Height - 223"• Overall lowered height - 151"• Mast Type - High Visibility 2-stage, no free lift mast• Forks - 96" Long x 4" Thick x 12" Wide• Fork Type - Pin Type• Carriage - 122" Wide Pin Type Apron-Style Sideshift Fork Positioner with individual fork control9" in-in / 94" out-out Min-Max Fork Spread• Hydraulic Control Valve - 5 function• Hose group 3 Auxiliary Function - 3 Hoses and 1 Wire Cable Externally Mounted - Includes Selector Valve• Cummins QSB 6.7L 6 Cylinder Diesel Engine featuring:<ul style="list-style-type: none">- Tier 4/Stage IV Compliance- Rated Power 260 hp (194 kW) @ 2200 rpm -- Peak Power 270 hp (201 kW) @ 2000 rpm- Cooled EGR, Diesel Oxidation Catalyst (DOC) and Selective Catalytic Reduction (SCR) requiring the use of urea- Engine Torque 730 lb-ft (990 N-m) @ 1500 rpm• 24V Electrical system with 120 amp alternator• ZF WG211 5-Speed Transmission with 5 Speeds Forward and 3 Speeds Reverse- Powertrain Protection System featuring Directional Lockout- 16 mph (25 km/h) Maximum Travel Speed• Work Lights - 2 Halogen Front Fender Mounted / 2 Halogen Mast Mounted / 2 Halogen Cab Mounted Rear / LED Stop, Tail and Back-Up Lights
				<ul style="list-style-type: none">• Audible Alarm - Reverse direction activated• Visible Alarm - Amber strobe light, ignition activated• Drive Tires - Pneumatic Bias Ply Steer Tires / 14.00-24 28PR• Steer Tires - Pneumatic Bias Ply Steer Tires / 14.00-24 28PR• Enclosed Cab with Air conditioning includes - Seat side lever hydraulic control - Multifunction display panel - Telescoping Steering Wheel - Floor Mat - Interior Wide Angle Mirrors - Electric Horn (105 dBA) - Operator Restraint and Operator Presence Systems - Isolated Mounting for Low Noise and Vibration - CANbus Electrical Control System for the Engine and Transmission - Heater - Wipers: Top and Rear - Recirculation fan• Deluxe Air Ride Full Suspension Cloth Seat with High Backrest features:<ul style="list-style-type: none">- Air suspension with automatic weight adjustment 110-330 lbs. (50-150 kg)- Adjustable shock absorber- Fore/Aft dampened rocking motion- Seat cushion length and angle adjustment- Full-height backrest with removable headrest- Electric air pressure lumbar adjustment• Seatbelt - 2-Point High-Visibility• LNW-6 Lift Scale System• Dataplate with rated truck capacity with included forks/attachments• One (1) complete hard-copy set of manufacturer's operator, parts, and repair manuals

Terms and Conditions

Facility	Standard Name	Revision	Description
	A001 MSA	002	STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE
	B033	001	IDENTIFICATION OF ITEMS WITH PRODUCT DATA SHEET
1.0	Identification of items with Product Data Sheet		
	(B33) Rev. 1 10/20/2003		

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The supplier shall submit a legible copy of the product data sheet (e.g., drawing, catalog page, brochure) that provides adequate information to enable the Buyer to verify the form and function of the article procured. One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

B076 004 PRMCT OF POTENTIALLY SUSPECT OR COUNTERFEIT ITEMS

Procurement of Potentially Suspect or Counterfeit Items (B76) Rev. 4 10/14/13

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

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

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

The statement shall be on supplier letterhead and signed by an authorized agent of the supplier. Any materials furnished as part of this Purchase Order/Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted.

For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guidance at: <http://www.hss.doe.gov/sesa/corporatesafety/sci/index.html>.

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

B079 006 CERTIFICATE OF CONFORMANCE

1.0 Certificate of Conformance
(B79) Rev. 6 09/19/2016

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

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

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Facility Standard Name Revision Description

one who is responsible for this QA function and whose responsibilities and position are described in the supplier's QA program.

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

G003 MSA	000	AUTHORIZED PERSONNEL
L016 MSA	002	SUBCONTRACTOR ACKNOWLEDGEMENT OF ONLINE REPS AND C

End of Request for Quotation



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RFQ/AWARD

A.0 Introduction

Hanford Mission Integration Solutions, LLC. (hereby HMIS or “Buyer”) acting under its contract with the U.S. Department of Energy – Richland Operations Office (DOE-RL) located in Richland, WA, requests Offeror to submit a quote for Request for Quote (RFQ):Enter PO Number.

A.1 Buyer Not Obligated- Irregularities and Notifications

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

A.2 RFQ Amendments

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

A.3 Quote Submittal

The quote is due by 6/15/2022 5:00 PM.

The quote shall be submitted via e-mail provided that it includes appropriate signatures where required.

NOTE: *Communications with any HMIS personnel except the above-named Contract Specialist concerning any aspect of this RFQ may be grounds for disqualifying an Offeror from being considered for award.*

A.4 Late Proposals

A quote is considered late if it is received after the exact time and date specified for receipt and will not be considered unless:

- a. It was sent by telephone or fax, if authorized by the Contract Specialist, and it is determined that the late receipt was due solely to mishandling upon receipt; or
- b. It is the only quote received.

A.5 Proposal Changes

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



A.6 Withdrawal

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

A.7 North American Industry Classification System (NAICS) Code and Size Standard

The Contract Specialist has determined that North American Industry Classification System (“NAICS”) Code 423830 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business regarding this acquisition is 100.

If this RFQ is designated as a small business set-aside, by submitting a quote or an offer to this RFQ, the Offeror certifies that they are a small business qualifying for the NAICS code and meeting the size standard noted above.

By submitting a quote for this RFQ, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from, or relating to Offeror’s misrepresentation of its business size or status, regardless of whether Offeror’s misrepresentation was willful, intentional, or knowing.

B.0 Basis for Award

HMIS may award one or more purchase orders as a result of this RFQ. Award will be made to the Offeror who is considered the Lowest Price Technically Accepted. This RFQ provides the basis for HMIS evaluation. Offerors are also advised that HMIS reserves the right to award a purchase order based upon initial offers and without further discussions with Offerors. Offeror should provide their best price and technical offers initially.

B.1 Basis of Award- Lowest Price Technically Acceptable

Award may be made to the Offeror submitting the lowest evaluated price that is technically acceptable among offers that meet all requirements of the RFQ. Proposals will be screened using pass/fail evaluation factors based on the qualification demonstrated within the offer.

B.2 Evaluation of Discount

Discounts for early payment will be considered in the evaluation of this Offer. The minimum days offered with discount that will be considered are 10.

A separate invoice shall be issued for each delivery. No invoice shall be issued prior to delivery of goods and no payment shall be made prior to receipt of goods.

Discount periods will be computed from the date of receipt of a correct invoice or receipt of merchandise, whichever is later, to the date the Buyer’s check is mailed. Discount will be taken on the full amount of the invoice unless freight and other charges are itemized.



B.3 Substitutions

The substitution of any items specified on this Subcontract requires prior Buyer approval before shipment. Unauthorized substitutions may result in rejection of the Subcontract at the Buyer's receiving dock and/or delay of payment.

C.0 Proposal Instructions

Follow the described proposal instructions.

C.1 Representations and Certifications

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

By submitting a proposal to HMIS in response to this RFQ, the Offeror is certifying that:

1. The representation and certification information in SAM is accurate and complete as of the date of the offer.
2. All statements and explanatory documentation submitted are current and accurate.
3. Offeror complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities.
4. All Offeror employees who may work on HMIS premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Offeror agrees to the testing of assigned employees under HMIS program for controlled substances.
5. Offeror's information in the Buyer registration system is current, accurate and complete and is no greater than 12 months old.
6. Offeror will update its information in SAM on at least an annual basis.

C.2 Anti-kickback Certifications

By submitting a proposal response to this RFQ, the Offeror certifies that it has not:

1. Provided, attempted to provide, or offered to provide, any kickback.
2. Has not solicited, accepted, or attempted to accept any kickback.
3. Included, directly or indirectly, the amount of any kickback, in the Subcontract price proposed by the Offeror to the Buyer. (For definition of the term kickback, see 41 U.S.C. § 8701(2), Title 41 U.S.C. Chapter 87, Sections 701 and 8702).



By submitting a quote in response to this RFQ, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Offeror's failure to certify or false certification of compliance with any requirements of this Section, regardless of whether the failure or false certification was willful, intentional, or knowing.

C.3 Additional Information

In order for HMIS to adequately evaluate the quotes, some additional information is required. Please complete and return all forms and documents listed in Exhibits of this RFQ.

C.4 Acceptance of Terms and Conditions and Technical Requirements

The Purchase Order resulting from this RFQ will be substantially the same as the draft Purchase Order that is contained in this RFQ. Offeror must describe any exceptions (on the Agreement Exceptions form of this RFQ) to the terms and conditions and technical requirements. HMIS considers compliance with the terms and conditions and technical requirements of the Purchase Order to be essential. In case of doubt, Offeror should request clarification from the Contract Specialist. If any exceptions are taken to the terms and conditions and/or technical requirements of the RFQ, the pricing shall be based on the requirements of the RFQ and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, HMIS may determine the quote to be non-responsive.

Unless otherwise noted in the proposal, Offeror's submission of a proposal signifies unqualified acceptance of all of the terms and conditions and technical requirements of the Subcontract that are contained in or referenced in this RFQ.

C.5 Proposal Validity Period

Offeror's proposal shall remain firm for 90 days after the RFQ due date.

D.0 Notices

In order for HMIS to adequately evaluate the quote, some additional information is required. Please complete and return all forms and documents listed in Notices of this RFQ.

D.1 Minimum Recovered Content Requirement

In support of the HMIS preference to use environmentally conscious products associated with this solicitation, failure to meet these minimum levels may be grounds for a non-responsive proposal and render the proposal ineligible for award. By submitting a proposal for this solicitation, Offeror acknowledges compliance with this requirement.

At the conclusion of Construction Subcontracts, the Subcontractor shall provide data on the quantity and dollar values of such products used on the resultant Subcontract. The form is available at

<https://hmis.hanford.gov/page.cfm/DoingBusinesswithHMIS/EnvironmentalProcurement>



D.1.1 Recovered Material/Recyclable Information

The Buyer supports efforts that reduce or eliminate environmental hazards, conserve environmental resources, minimize life-cycle cost and liabilities. Towards the end, the acquisition cycle is viewed as an important key in understanding what is brought onto the Hanford Site as well as identifying what can be reused/recycled. Focus is directed on recycled-content, biobased-content, ozone-depleting substances and other environmental impacts. Specific additional clauses are included in this RFQ that addresses potential requirements and preferences based on the nature of the item being considered for purchase.

D.1.2 FEMP Purchases

When purchasing commercially available, off-the-shelf energy-consuming products, products must use no more than one watt of standby power as defined and measured by International Electrotechnical Commission (IEC) code 62301 or otherwise met [FEMP specifications](#) for low standby power consumption. If FEMP has not specified a standby power level for a product category, the item shall be the lowest standby power consumption available.

D.1.3 Value-Added Resellers

HMIS desires to provide the highest value to its customers by working with value-added resellers. These are companies that offer support when requested for the commodity sold to HMIS. This support can take many forms such as planning, consulting, technical ordering assistance based on experience, troubleshooting, receipt assistance or corrections, shipment tracking, training, education on new products, providing usage tracking and reporting, emergency and warranty assistance.

Resellers who are unable to provide such support may not be considered for award. If in the event that the Subcontractor cannot provide any of the support in this clause, the Subcontract will be cancelled and awarded to the next qualified Subcontractor.

D.2 Applicability of Brand Name

The use of brand names in this request for quote is intended to be descriptive and to indicate the quality and characteristics of products that will be satisfactory. If the Offeror proposes to furnish an equal product, the brand name of such product shall be clearly identified in the offer. The determination as to equality of the product offered shall be the responsibility of the Buyer, based on information furnished by the Offeror. To ensure that sufficient information is available for evaluation, the Offeror must furnish, as a part of the offer, all descriptive material (such as specifications, illustrations, drawings, or other information) necessary for the Buyer to:

Determine whether the product offered meets the requirements of the RFQ and;

Establish what the Buyer would be binding itself to purchase;

Note 1 - Offerors shall be considered as offering the brand name product referenced in the inquiry unless Offeror clearly indicates that it is offering an equal product.



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Note 2 - If Offeror proposed to modify a product to make it conform to the RFQ requirements, the Offeror shall:

Include in the offer a clear description of such proposed modifications; and

Clearly mark any descriptive material to show the proposed modification.

D.3 Substitution of Alternate Material

If your offer is based on alternate material, it is imperative that you submit complete specifications of your product or comparison chart



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Exhibits

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

Note: *Additional attachments may be outlined within the Request for Proposal.*

It is recommended that you refer back to the Request for Proposal document to ensure all attachments have been identified and included in your proposal response.

Exhibit No.	Title	GO TO
001	Conflict of Interest Disclosure and Representation	Exhibit 001
002	Representation and Certification	Exhibit 002
003	Agreement, Exceptions, and Assumptions	Exhibit 003



Exhibit 001 – Conflict of Interest Disclosure and Representation

It is Hanford Mission Integration Solutions, LLC (HMIS) policy to avoid situations which place a Subcontractor or Subcontractor’s employees in a position in which it may not be able to participate or perform on an equal basis for Buyer-controlled work with other qualified contractors due to impermissible Conflicts of Interest. See, [FAR 3.1101](#). To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. In addition, the Subcontractor is to consider potential conflicts of interest of all personnel working in a staff augmentation or direct services role for familial relationships at Hanford in answering the following.

A conflict of interest occurs when one's personal or financial interest could interfere with the ability to make object business decisions of behalf of the Company. Employees must avoid, at all times, situations that give rise to such bias or even the appearance of such bias. It is required that conflicts are identified, declared, and if required, mitigated.

DEFINITIONS:

- **Company** - Includes your responsible company and company affiliates.
- **Conflict of Interest(s)** - When one's personal or financial interest may interfere with the ability to make business decisions on behalf of the company.
- **Perceived Conflict of Interest** - Situation that could give rise to the perception that a conflict exists and may interfere with the ability to make business decisions on behalf of the Company.
- **Members of Household/Family Members** - Employee’s spouse, child parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, roommates, significant others, cousins, aunts, uncles, dating partners, or any other person where the relationship could lend itself to an actual or perceived Conflict of Interest.

Government agencies affiliated with Hanford, for purposes of this COI Disclosure includes -

- Department of Energy
- U.S. Environmental Protection agency
- U.S. Department of Interior
- Defense Nuclear Facilities Safety Board
- Washington State Department of Ecology
- Washington State Department of Health
- Richland Fire Department
- Benton County Sheriff Office

Subcontractor hereby certifies that **there is not** or **there is** a potential conflict of interest by the company or company personnel, to include individuals that will be working under any possible subcontract. If the answer is affirmative, the details associated with the real or potential concerns are disclosed and highlighted in the Subcontractor’s proposal. Any such disclosure may result in the need for additional discussions relative to the Subcontractor’s continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or termination if identified after award.



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



Exhibit 002 – Representation and Certification

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

Offeror certifies that the disclosure of size status as listed above corresponds to the size status as identified in the System for Award Management (SAM.gov) in reference to identified NAICS for the subject Request for Proposal. Any such disclosure may result in the need for additional discussions relative to the Offeror’s continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or, termination if identified after award.

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



Exhibit 003 – Agreement, Exceptions, and Assumptions

Any exceptions to the proposed subcontract terms and conditions must be indicated below. Hanford Mission Integration Solutions, LLC (HMIS or Buyer), however, reserves the right to disqualify offers which deviate from the RFQ. If the Offeror has no exceptions or assumptions, please write “None” below.

NAME AND ADDRESS OF OFFEROR:

NAME OF SIGNER *(Print)*:

TITLE OF SIGNER *(Print)*:

OFFEROR: *(Signature of person authorized to sign)*

DATE:



E.0 Award

Purchase Order No. TBD	
Issued By: Hanford Mission Integration Solutions, LLC PO Box 943 Richland, WA 99352 Contract Specialist Name: MSIN: Email: Phone Number:	Subcontractor: TBD Point of Contact: Email: Phone Number:

This Purchase Order is effective as of TBD, between HMIS and TBD (“SUBCONTRACTOR”) who hereby agrees that all work specified below, which is a portion of the goods and services to be provided by HMIS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract

E.1 Total Value of Purchase Order

In an amount of \$ TBD.

E.2 Authorized Personnel

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

Contract Specialist: Hilary Jamison
Procurement Manager: Ben Moyers

Email: Hilary_C_Jamison@rl.gov
Email: Benjamin_P_Moyers@rl.gov



PRICES/COST

F.0 Invoices

F.1 Invoice Instructions

(HM010)

Original invoices and supporting documentation shall be submitted to Accounts Payable (hmis_ap_invoices@rl.gov) within three days of delivery of material, with a copy to the Contract Specialist unless otherwise directed by the Contract Specialist. Please do not submit hard copies unless requested by the Contract Specialist.

Invoice Payment Terms. The Subcontractor shall prepare all invoices in a form satisfactory to and approved by the Authorized Contracts Specialist. Except to the extent expressly stated elsewhere in this Purchase Order, the invoice is payable thirty (30) calendar days after receipt of a properly marked and submitted invoice and after inspection and acceptance of the material. All unit pricing and payments made shall be in United States dollars only, in the forms of cash, check, or electronic transfer as may be agreed upon. Remittance will be made only to the remittance address on file for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed. Invoices may be submitted electronically, if in an acceptable format. All invoice requirements still apply to electronic invoices.

Minimum Invoice Requirements. The invoice shall identify the following information:

- Each Invoice must have a unique invoice number
- The Subcontractor must indicate the **quantity, unit description, and unit price** for each item listed on an invoice.
- The Subcontractor's name and telephone number of a representative available to respond to invoice questions.
- Invoices that include a total freight charge that is equal to or greater than \$500.00 must include a copy of the freight bill. If the carrier is UPS, the Subcontractor must provide the weight, quantity and Shipping Point.
- A cost summary identifying all cost elements being invoiced. Cumulative values (i.e., invoiced to date values) for each item being invoiced are requested to be included as part of the invoice submission.
- Submittal of an invoice constitutes Subcontractor's certification that all materials have been delivered and invoice(s) charges are in accordance with the Purchase Order.
- Each Purchase Order or Blanket Purchase Order release must be invoiced separately.
 - The Subcontractor name, invoice number, and the Purchase Order and/or release numbers must be shown in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Subcontractor Name, Invoice #XXXXX, and Purchase Order #XXXXX-X (i.e., 47825 - Release 20)



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- Remittance will only be made to the remittance address on file at the HMIS Accounts Payable office for the Subcontractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
- Questions or requests for exceptions should be addressed to the Contract Specialist.

Before payments can be made via Electronic Funds Transfer (EFT), an “Authorization for Electronic Funds Transfer of Invoice Payments” form must be completed and returned to Buyer. The Form is located at: <http://www.hanford.gov/pmm/files.cfm/eft.pdf> **NOTE:** The original form with signature and date shall be mailed to the address at the bottom of the form. Copies of the form that have been e-mailed or faxed will not be accepted.

Rejection of Invoices. Any invoice submitted, which fails to comply with the terms of this Purchase Order, including the requirements of form and documentation, may be rejected and returned to the Subcontractor. Buyer will not incur and/or pay for any late charges associated with a rejected invoice or material not in compliance with the requirements of the Purchase Order. The Buyer shall not reimburse any costs associated with the resubmission of an invoice to meet these requirements.

Withholding Invoice Payments. The Buyer may, at its sole discretion, withhold payment due for, but not limited to, the following reasons:

- Non-compliant or suspect counterfeit material. Evidence that a claim has been or will be filed against the Subcontractor.
- Failure to promptly and properly pay lower tier Subcontractors or suppliers.



PACKAGING, MARKING, AND TRANSPORTATION INSTRUCTIONS

G.0 Shipping

G.1 Delivery Notification

(HM030)

Twenty-four (24) hours prior to shipment contact the person(s) listed below between the hours of 7:30 am to 4:00 PM, Pacific Time with forwarding information. Failure to do so may result in the shipment being refused at destination or removal of your company from future RFQ's.

G.2 Transportation Charges – F.O.B. Destination

(HM033)

The Subcontractor shall:

1. Pack and mark the shipment to comply with Subcontract specifications; or in the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
2. Order specified carrier equipment when requested by HMIS; or if not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
3. Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Subcontractor) on or in the carrier's conveyance as required by carrier rules and regulations;
4. Be responsible for any loss and/or damage to the goods –
 - a. Occurring before delivery to the carrier;
 - b. Resulting from improper packing or marking; or
 - c. Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Subcontractor on or in the carrier's conveyance.
5. Prepare a bill of lading or other transportation receipt. The bill of lading shall show:
 - a. A description of the shipment in terms of the governing freight classification or tariff (or HMIS rate tender) under which the lowest freight rates are applicable;
 - b. The seals affixed to the conveyance with their serial numbers or other identification;
 - c. Lengths and capacities of cars or trucks ordered and furnished;
 - d. Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address, and ZIP code of consignee, routing, etc;
 - e. Special instructions or annotations requested by the ordering agency for bills of lading (e.g., "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimburse by HMIS"); and
 - f. The signature of the carrier's agent and the date the shipment is received by the carrier.
6. Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency, and;



7. Prepay all freight charges to the extent specified in the Subcontract.

G.3 Transportation Charges - Collect and Back Charged

(HM034)

The Subcontractor shall ship the Subcontract item(s) to the Buyer on a collect basis. The Buyer shall pay the carrier for all freight charges and deduct these charges from amounts due the Subcontractor. The Subcontractor is cautioned to ensure that freight arrangements are coordinated with the Buyer's Traffic department and all freight instructions are fully complied with. Original bills of lading are to be submitted to the Buyer with the invoice. The Subcontractor bears all responsibility for damage or loss until delivery is made to the FOB point specified herein.

G.4 Transportation Charges - Collect

(HM035)

The Subcontractor shall ship the Subcontract item(s) to the Buyer on a collect basis. The Buyer shall pay the carrier for all freight charges. The Subcontractor is cautioned to ensure that freight arrangements are coordinated with the Buyer's Traffic department (Contact: Shanda Icayan 509-376-6638) and all freight instructions are strictly followed. The original bill of lading is to be submitted to the Buyer with invoice.

G.5 Transportation Charges - Prepaid and Add

(HM036)

The Subcontractor shall prepay the cost of freight of the Subcontract item(s) and add these costs as a separate line item to their invoice for the Buyer payment. Original bills of lading are to be submitted to the Buyer with invoice. The Subcontractor bears all responsibility for damage or loss until delivery is made to the FOB Point specified herein.

G.6 Demurrage

(HM037)

Subcontractor agrees to specify on all invoices submitted for payment, the date on which demurrage charges shall begin to accrue against the Buyer. Failure of Subcontractor to state the demurrage date on the invoice will constitute a waiver by Subcontractor of demurrage charges unless Subcontractor shall otherwise notify the Buyer in writing of the demurrage date; provided however, that such notice shall provide the Buyer no less than thirty (30) days from the date thereof.



G.7 Packaging and Protection

(HM039)

Items provided under this Subcontract shall be protected from corrosion, rust or other deterioration during shipping. Packaging shall include protection against damage due to moisture, vibration, condensation and other shipping hazards.

When desiccants are utilized, the Subcontractor shall identify this fact and the number of packs on the exterior of the shipping container/package. A humidity indicator located behind an inspection window shall be included in every water-vapor proof envelope. Threaded fasteners shall be packaged with thread protectors or other means to prevent thread damage. For bearings, welded preparations, or machined surfaces, packaging will be designed to prevent damage during shipping and handling.

All openings and pipe shall be protected and sealed during shipping to prevent damage and internal contamination. Caps, plugs, and covers shall be colored and designed to prevent loss within the pipe or component.

Unprotected carbon steel shall be painted or coated with a rust preventing contact preservative prior to packaging.

Material must exhibit end caps, to preclude the entry of detrimental contaminants. Material must also be adequately packaged in such a way to ensure prevention of carbon steel contamination and damage while in transit to Buyer's facility.

G.8 Packing List

(HM043)

Subcontractor shall enclose a packing list with each shipment referencing:

1. Name of Subcontractor
2. Purchase Order number and item number
3. For Blanket Purchase Orders provide the release number.
4. Date of Purchase Order
5. Itemized list of supplies, materials, and/or equipment furnished
6. Quantity of each item
7. Date of delivery or shipment
8. Stock number (if applicable)

G.9 Tagging Required (ref 908)

(HM046)

Subcontractor shall affix labels containing the words "TAGGING REQUIRED" to exteriors of cartons, boxes, packages, containers, etc.



G.10 F.O.B. Destination

(HM047)

For material quoted FOB destination, it is preferred delivery be no later than [Click to enter a date..](#) If delivery is not made by [Click to enter a date..](#) Subcontractor agrees the Subcontract may be canceled at no cost to the Buyer.

G.11 F.O.B. Shipping Point

(HM048)

For material quoted FOB shipping point, and in order to effect delivery, material must be transferred from Subcontractor's dock to carrier and be invoiced before midnight, on the delivery date specified in the Subcontract. If delivery is not made as required, Subcontractor agrees the Subcontract may be canceled at no cost to the Buyer.



INSPECTION, ACCEPTANCE, AND QUALITY ASSURANCE REQUIREMENTS

H.0 Inspection and Acceptance

H.1 DOE Inspection and Acceptance

- (a) The Government, through any authorized representatives, has the right at all reasonable times, to inspect, conduct oversight, evaluate, or otherwise assess the work (including construction work) performed or being performed hereunder and the premises in which it is being performed. If any inspection, oversight, or evaluation is made by the Government on the premises of the Contractor or a Subcontractor, the Contractor shall provide and shall require the Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- (b) Government inspection, oversight, evaluation, and other assessments of Contractor-performed work are for the sole benefit of the Government, and do not:
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work.
- (c) The presence or absence of a Government representative, performing inspection, oversight, evaluation, or assessment does not relieve the Contractor from any contract requirement, and does not change any term or condition of the specification.
- (d) For construction work:
 - (1) "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
 - (2) Acceptance of construction work shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (e) Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any authorized representative, as designated in writing by the Contracting Officer.



I.0 Quality Assurance Requirements

I.1 Quality Assurance Program Submittal and Pre-Award Survey

(B001)

The Offeror shall submit the quality assurance program manual that addresses the quality assurance programs identified herein. The formal submittal documentation (cover letter) shall identify the specific bid request and project.

If the Offeror's manual has been previously approved by the Buyer but is not current, the manual shall be updated and resubmitted to the Buyer with the proposal. If the manual has not changed since its previous approval by the Buyer, a statement to this effect shall be submitted with the proposal. The Buyer shall evaluate the Offeror's Quality Assurance program prior to Subcontract award. This evaluation may include a survey of quality program implementation at the Offeror's facilities. If a program change is required, it will be identified to the Offeror prior to Subcontract award. A deficient or inadequate program may be used as the basis to deny award of this Subcontract.

I.2 Identification of Items with Product Data Sheet

(B033)

The Subcontractor shall submit a legible copy of the product data sheet (e.g., drawing, catalog page, brochure) that provides adequate information to enable the Buyer to verify the form and function of the article procured. One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

I.3 Control of Graded Fasteners

(B073)

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

1. Fasteners shall exhibit grade marks and manufacturer's identification symbols (headmarks) as required in the specifications referenced in the Purchase Order/Subcontract.

Any fasteners supplied with headmarks matching those displayed on the attached Suspect/Counterfeit Fastener Headmark list, or facsimiles thereof, shall be deemed to be unacceptable under the terms of this Purchase Order/Subcontract and will be retained at no cost by the buyer.

[Suspect Bolt Head Marking Card](#)

[Stainless Steel Fastener Headmark List](#)

2. Fasteners shall be inspected to verify compliance with the Purchase Order/Subcontract requirements. Additionally, fasteners may also be subjected to destructive testing.



I.4 Procurement of Potentially Suspect or Counterfeit Items

(B076)

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

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

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

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

Any materials furnished as part of this Purchase Order/Subcontract which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted.

For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guide DOE G 414.1-3 at <https://www.directives.doe.gov/directives/0414.1-EGuide-3/view>.

I.5 Certificate of Conformance

(B079)

The Supplier shall provide a legible/reproducible Certification of Conformance. Supplier’s authorized representative responsible for quality shall sign the Certification of Conformance.

This Certification of Conformance shall, as a minimum:



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

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



DELIVERIES OR PERFORMANCE

J.0 Deliveries or Performance

J.1 Ship to Address and Warehouse Operations Delivery Schedule

(HM055)

The below address shall appear on all shipping documents and packages:

U.S. Department of Energy
C/o HMIS
Central Receiving
2355 Stevens Dr.
Attn:
Richland, WA 99354

Note: *If there is not enough character space to enter the Attn: please omit it.*

Please assure that the Consignor/Shipper receives this information and clearly understands the above information.

The Hanford Site Warehouse Operation is available for deliveries from 7:00 a.m. to 11:20 a.m. and 12 p.m. to 3:30 p.m. Monday through Thursday.

Please be prepared to reference Subcontract/PO Number [Click here to enter number.](#)

Should your shipment require any special handling to unload, please make arrangements twenty-four (24) hours prior to shipment by contacting (509) 376-6638. Failure to do so may result in the shipment offloading being delayed.

Subcontractor's failure to provide deliverables that materially conform to the technical specifications may constitute breach of the subcontract.



SUBCONTRACT ADMINISTRATION

K.0 Subcontract Administration

K.1 Electronic Mail Capability

(HM060)

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



SPECIAL SUBCONTRACT REQUIREMENT

L.0 Special Subcontract Requirement

Following, is a list of the special subcontract requirements that HMIS expects.

L.1 Lowest Price Warranty

(HM068)

Subcontractor warrants that the prices set forth in this Subcontract do not exceed those charged by Subcontractor to any other customers purchasing the same item in like or comparable quantities.

The Buyer or an authorized representative shall have the right to examine the records of the Subcontractor as necessary to assure that the prices charged under this Subcontract do not exceed those charged by the Subcontractor to any other customer purchasing the same item(s) in like or comparable quantities.

L.2 Facility Closure Notice – Holiday and Work Schedules

(HM072)

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

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

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



SUBCONTRACT CLAUSES

M.0 Subcontract Clauses

M.1 Representations and Certifications

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

The Subcontractor certifies that:

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted are current and accurate;
3. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
4. All Subcontractor employees who may work on HMIS premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Subcontractor agrees to the testing of assigned employees under HMIS program for controlled substances;
5. Subcontractor's information in the HMIS registration system is current (no more than 12 months old); and
6. Subcontractor will update its representations and certifications in SAM on an annual basis.

M.2 Notification of Changes in Size and Status

(HM098)

Subcontractor shall immediately notify Buyer of any change in its small business size and/or socioeconomic status, including but not limited to qualification for the NAICS code applicable to this procurement and/or status as a Disadvantaged, Women Owned, Veteran Owned, Service-Disabled Veteran Owned, and/or HUBZone small business.

Upon learning that any information contained in Subcontractor's written representations and certifications; information in the SAM database, including representation and certification information; supporting or explanatory statements and/or documentation; and/or vendor registration information is incorrect, incomplete, or has changed, Subcontractor shall immediately notify Buyer and provide updated or corrected information and a statement of the reason(s) for the update, correction, or change.

Subcontractor shall indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Subcontractor's failure to comply with Subcontractor's approved Small Business Subcontracting Plan, if applicable; submit required reports or information thereunder; or



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promptly provide to Buyer any requested information and/or documents described in the preceding paragraph.

M.3 Buy American Act – Non-Construction

(HM101)

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

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



ATTACHMENTS

N.0 Subcontract Attachments

N.1 List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. Subcontractor is responsible for downloading and complying with the applicable revision as identified below.

<https://hmis.hanford.gov/page.cfm/SubcontractorForms/SubcontractProvisions>

Attachment No.	Title	Revision	Date
1	General Provisions – Commercial Items	5	4/21/22
2	Specification for purchase one (1) Hyster H550HD Class V Forklift		

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

If checked, Subcontractor signature not required

Authorizing Signatures:

Subcontractor

Hanford Mission Integration Solutions

Name

Date

Name

Date

Title

Title

Phone:

Phone: