

**SUPPLY CHAIN MANAGEMENT**

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March 8, 2024

**TO ALL OFFERORS**

Subject: Request for Proposal (RFP) SLAC\_ 343769(AG)

Description: Procurement of various Allen-Bradley chassis, ports, cables, connectors, and operation interfaces.

Dear Prospective Offerors,

You are invited to submit a firm-fixed-price proposal in accordance with Line Items in Section B of this RFP and the proposal preparation requirements and other applicable provided documents. **Your proposal must be received no later than Monday, March 25, 2024, 5:00 PM PST, and be valid for 90 days after submission. Submissions shall be provided by electronic files in PDF format.**

**INSTRUCTIONS TO OFFERORS:**

Please make certain your business proposal includes the following documents as noted below:

1. Section B – Complete pricing under Supplies or Services and Price/Costs for all the Line Items requested on Section B.
2. Section F – Deliveries or Performance – Review required delivery dates. If dates are not feasible, please provide objective or vendor's target or realistic delivery dates.
3. Section K – Complete and return applicable Representation and Certifications and Buy American Act Certification forms.
4. Attachment L.1 – "Technical & Business Evaluation Checklist," – Prospective Offerors shall review the requirements required by the RFP then complete, sign, date and return with your proposal.
5. Attachment L.2 – "OFFEROR'S REQUEST FOR CLARIFICATIONS"

Note that the last day to submit Questions/clarifications is NLT Friday, March 15, 2024.

**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, 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>

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

Proposals shall be signed by an authorized representative of the offeror and to be provided via e-mail to the Procurement Representative's attention, Angela Garcia at [angelag@slac.stanford.edu](mailto:angelag@slac.stanford.edu).

Technical, contractual, and administrative questions should be directed to the undersigned, in writing, at [angelag@SLAC.stanford.edu](mailto:angelag@SLAC.stanford.edu). The Procurement Representative is the **SOLE** point of contact. All exchanges of source selection information between the University and Offerors will be controlled by the Procurement Representative. Any communication to any other SLAC employee or contractor regarding this solicitation may be grounds for disqualification.

Your participation in SLAC procurement process is appreciated.

Sincerely,

Angela M. Garcia  
Subcontract Administrator– LCLS-II-HE

**SUBCONTRACT**

<b>Section A – Subcontract Form</b>					
<b>1. Subcontract Number:</b>			<b>3. Type of Subcontract:</b> FFP		
<b>2a. Solicitation Number:</b> 00000343769		<b>2b. Offers Due By (Date):</b> March 25, 2024		<b>2c. Offers Due By (Time):</b> 5PM (PST)	
<b>4a. Subcontract Administrator:</b> Angela Garcia		<b>4b. Email Address:</b> angelag@slac.stanford.edu		<b>4c. Telephone:</b> 650-926-5011	
<b>5. Issued By:</b> 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			<b>6. Submit Invoices To:</b> SLAC National Accelerator Laboratory Accounts Payable 2575 Sand Hill Road Menlo Park, CA 94025 or preferably ap@slac.stanford.edu		
<b>7. Name and Address of Seller:</b> To offerors			<b>8. Project Site:</b> SLAC National Accelerator Laboratory 2575 Sand Hill Road Menlo Park, CA 94025		
<b>9. TABLE OF CONTENTS</b>					
<b>(X)</b>	<b>Sec</b>	<b>Description</b>	<b>(X)</b>	<b>Sec</b>	<b>Description</b>
<input checked="" type="checkbox"/>	A	Subcontract Award Form	<input type="checkbox"/>	H	Special Terms and Conditions
<input checked="" type="checkbox"/>	B	Supplies or Services and Prices/Costs	<input type="checkbox"/>	I	Specific Subcontract Clauses
<input type="checkbox"/>	C	Specifications/Statement of Work	<input type="checkbox"/>	J	List of Attachments
<input checked="" type="checkbox"/>	D	Delivery, Shipping, Packing	<input checked="" type="checkbox"/>	K	Representations and Certifications
<input 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"/>		
<b>10. Brief description of supplies or services being acquired:</b> Procurement of various Allen-Bradley items for the Vacuum Controls PLC System to be used by the LCLS-II-HE Team in accordance with RFP Section B (attached).					
<b>11. Total Amount of Subcontract:</b> See Section B for Total Amount of Subcontract					
<b>12. Negotiated Agreement.</b> 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.			<b>13. Award.</b> 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)		
<b>12b.</b> Signature of person authorized to sign for seller:			<b>13b.</b> Signature of person authorized to sign:		
<b>12c.</b> Name of Signer:			<b>13c.</b> Name of Signer: Lorenza S. Ladao		
<b>12d.</b> Title of Signer:			<b>13d.</b> Title of Signer: Team Lead: High Value Equipment Team		
<b>12e.</b> Date:			<b>13e.</b> Date:		

**SUPPLY CHAIN MANAGEMENT**
**Section B – Supplies or Services and Prices/Costs**

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	Total Price
001	AB 1756-A7 CONTROLLOGIX 7 SLOTS CHASSIS, UPC: 612598129317	17	EA		
002	AB 1756-PA75 CONTROLLOGIX AC POWER SUPPLY, UPC: 612598206858	17	EA		
003	AB 1756-L83E CONTROLLOGIX 5580 CONTROLLER, UPC: 887172361357	2	EA		
004	AB 1756-EN2TR 2-PORT CLX HI-CAP ENET/IP MODULE – TP, UPC: 612598547739	19	EA		
005	AB 1756-IB32 CONTROLLOGIX 32 PT 12/24V DC D/I MODULE, UPC: 612598171309	26	EA		
006	AB 1756-OB16I CONTROLLOGIX 16 POINT D/O MODULE, UPC: 612598164547	12	EA		
007	AB 1756-IF16 CONTROLLOGIX 16 PT A/I MODULE, UPC: 612598171781	24	EA		
008	AB 1756-OF8I CONTROLLOGIX 8 POINT ANALOG OUTPUT, UPC: 884951989955	5	EA		
009	AB 1756-N2 CONTROLLOGIX EMPTY SLOT COVER, UPC: 612598167975	75	EA		
010	AB 1783-ETAP2F 1+2 PORT ETHERNET/IP TAPS, UPC: 612598594436	5	EA		
011	AB 1783-US5T STRATIX 2000 5T PORT UNMANAGED SWITCH, UPC: 884951980150	8	EA		
012	AB 1492-ACABLE025UA ANALOG CABLE CONNECTION PRODUCTS, UPC: 662072833155	29	EA		
013	AB 1492-AIFM8-3 CONNECTION PRODUCTS, UPC: 662072713334	29	EA		
014	AB 1492-CABLE025Z DIGITAL CABLE CONNECTION PRODUCTS, UPC: 662072802830	26	EA		
015	AB 1492-IFM40F CONNECTION PRODUCTS, UPC: 66246817021	38	EA		
016	AB 1492-CABLE025Y DIGITAL CABLE CONNECTION PRODUCTS, UPC: 662072802793	12	EA		

017	AB 2715P-T12WD PANELVIEW 5510 12IN GRAPHIC TERMINAL, UPC: 889508730547	3	EA		
Total Subcontract Value USD (\$)					
Subcontract Funded Amount USD (\$)					

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 D – Delivery, Shipping, Packing**Packaging

Please also refer to Section G – SLAC General Terms and Conditions for Fixed Price Commercial Supplies and Services dated August 2023, Article 7, “Instructions for Packaging.”

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  
Attention: PO # (TBD)  
2575 Sand Hill Road  
Menlo Park, CA 94025
- b. Shipper: TBD

Shipping Terms

FOB Destination: Menlo Park, CA Prepay & Add

**SUPPLY CHAIN MANAGEMENT**
**Section F – Deliveries or Performance**
**DELIVERY INFORMATION**

LINE ITEM NO	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
001	4 – 6 weeks ARO, or sooner	17 Each	SLAC National Accelerator Laboratory
002	4 – 6 weeks ARO, or sooner	17 Each	SLAC National Accelerator Laboratory
003	4 – 6 weeks ARO, or sooner	2 Each	SLAC National Accelerator Laboratory
004	4 – 6 weeks ARO, or sooner	19 Each	SLAC National Accelerator Laboratory
005	4 – 6 weeks ARO, or sooner	26 Each	SLAC National Accelerator Laboratory
006	4 – 6 weeks ARO, or sooner	12 Each	SLAC National Accelerator Laboratory
007	4 – 6 weeks ARO, or sooner	24 Each	SLAC National Accelerator Laboratory
008	4 – 6 weeks ARO, or sooner	5 Each	SLAC National Accelerator Laboratory
009	4 – 6 weeks ARO, or sooner	75 Each	SLAC National Accelerator Laboratory
010	4 – 6 weeks ARO, or sooner	5 Each	SLAC National Accelerator Laboratory
011	4 – 6 weeks ARO, or sooner	8 Each	SLAC National Accelerator Laboratory
012	4 – 6 weeks ARO, or sooner	29 Each	SLAC National Accelerator Laboratory
013	4 – 6 weeks ARO, or sooner	29 Each	SLAC National Accelerator Laboratory
014	4 – 6 weeks ARO, or sooner	26 Each	SLAC National Accelerator Laboratory
015	4 – 6 weeks ARO, or sooner	38 Each	SLAC National Accelerator Laboratory
016	4 – 6 weeks ARO, or sooner	12 Each	SLAC National Accelerator Laboratory

017	4 – 6 weeks ARO, or sooner	3 Each	SLAC National Accelerator Laboratory
	TOTAL QUANTITY ORDERED	347 Each	

Note: The above dates are SLAC desired delivery dates. Vendor may propose their delivery dates for SLAC's review and consideration.



**SUPPLY CHAIN MANAGEMENT****Section G – General Terms and Conditions**

The following attached SLAC National Accelerator Laboratory's Terms and Conditions applies to this Subcontract:

- Fixed Price Commercial Supply and Services General Terms and Conditions (Rev. August 2023)

# **GENERAL TERMS AND CONDITIONS**

## ***For Fixed Price Commercial Supplies and Services***

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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](mailto: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. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT**

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 <a href="#">link</a>  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: <ul style="list-style-type: none"> <li>1. Use (except for manufacture) by other contractors;</li> <li>2. Evaluation by non-government evaluators;</li> <li>3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific</li> </ul>



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 (MAR 2023)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)
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 MAY 2022), 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 (DEC 2022)
FAR 52.225-1	BUY AMERICAN – SUPPLIES (OCT 2022)

**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 2022), 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 (OCT 2022) 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 K – Representations and Certifications**

SLAC National Accelerator Laboratory – REPRESENTATIONS AND CERTIFICATIONS SUPPLEMENT  
(REV. 08/25/2022) – **To be completed by ALL Offerors.**

SLAC National Accelerator Laboratory – BUY AMERICAN ACT CERTIFICATION (REV. 04/03/2023) – **To be completed by 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: \_\_\_\_\_

## SUPPLY CHAIN MANAGEMENT

**BUY AMERICAN ACT CERTIFICATION****Solicitation Number** 343769(AG)

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

**Yes** ☐ **No** ☐

If the answer above is **Yes**, skip to Section (C). If the answer above is **No**, fill out Sections (A), (B) and (C) Below:

- A. Excluded end products, in accordance with FAR Part 25.104. (Mark "N/A" if not-applicable)

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- B. 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 Buy American Act provisions); and that NO components of unknown origin have been mined, produced, or manufactured outside the United States.

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 total purchase order/subcontract award price (accuracy within plus or minus 5 percent is acceptable).

Percent (%) of Foreign Content: 0.00%

Country of Origin: \_\_\_\_\_

- C. **THE OFFEROR'S SIGNATURE MAKE THE ABOVE REPRESENTATIONS AND CERTIFICATIONS PART OF THEIR QUOTATION**

**Offeror's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_



**Section L – Instructions to Offerors (ITO) for Firm Fixed Price Subcontract****1. GENERAL INFORMATION**

Exhibit 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 Technical Evaluation Checklist. 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 Monday, March 25, 2024 at 5PM PST** and shall be addressed and emailed to the Subcontractors Administrator, Angela Garcia at [angelag@slac.stanford.edu](mailto:angelag@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 LCLS-II-HE Subcontracts Administrator, Angela Garcia, is the sole point of contact for this acquisition. Address any questions or concerns you may have to the Procurement Specialist at email: [angelag@slac.stanford.edu](mailto:angelag@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.

**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, 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?api\\_key=ROEXk2SBBROUbVQ4L38wSJSGEvZ3oWtLxva9h0zV](https://sam.gov/content/home?api_key=ROEXk2SBBROUbVQ4L38wSJSGEvZ3oWtLxva9h0zV)

Please make certain your business proposal includes the following completed documents as required in this Section L – “Instructions to Offerors (ITO)” noted below:

1. Section A – Subcontract Award Form
2. Section B – Supplies or Services and Prices
3. Section K – Representations and Certifications
4. Section L – Attachment L.1 – “Technical Evaluation Checklist”
5. Section L – Attachment L.2 – “OFFEROR’S REQUEST FOR CLARIFICATIONS”

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.

### **Volume I – Technical Proposal (50 page maximum)**

#### **Cover Sheet**

The cover sheet should include:

- RFP\_SLAC\_343769(AG)
- Volume I - Technical Proposal,
- Date of submission,
- Subcontractor Name, and
- Contact information.

#### **Technical Factors**

**Factor 1. Ability to meet technical requirements.** The Offeror shall submit a data package such as brochures for the requested Allen Bradley package requested in Section B of the RFP.

**Factor 2. Major Milestones and Delivery Date.** The Offeror shall submit a schedule that shows it meets the University’s project schedule or an alternate schedule acceptable to the University. Preferred delivery is set forth in RFP Section F.

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**Factor 3. Past Performance.** The Offeror shall submit documentation of sales for at least 2 similar/comparable orders. If there are orders of this same items from SLAC, please provide the PO # and technical POC. Offerors with no relevant past or present performance history shall receive the rating "Technically Unacceptable".

### **Business Factors**

**Factor 4. Price.** The Offeror shall submit the following documentation:

- RFP Section B with firm-fixed prices for each line item. This is a ALL or NONE procurement. Vendor shall provide pricing for each of the line items to qualify for an award. The final order will be placed with one supplier.
- Provide a Published Price List to determine those prices offered is fair and reasonable. If there are no price lists available, vendor shall provide a Price Reasonability Certification supported by a redacted invoices of the two most recent sales of similar sales. Sample attached for reference and labeled as "Example 1".

**Factor 5. Financial Standing.** Dun & Bradstreet and/or other credit rating report. Note that SLAC has access to D&B reports.

**Factor 6. Offeror's Contractual Documents.** Offeror's proposal shall include the following documentation:

- Offeror shall complete and submit all required documents as stated in the cover Letter, "Instructions to Offerors."
- Offeror shall complete and submit a signed "Representation & Certification."
- Offeror shall complete and submit a signed "Buy American Certification."

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 and the requirements within the forms listed above.

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 shall be submitted via e-mail as PDF documents. The Offeror shall ensure the Business Proposal shall be a separate document than the Technical Proposal. The two (2) proposals shall not be combined. The Offeror shall prepare the proposal as set forth in the Proposal Organization Table. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified. The contents of each proposal volume are described in the ITO paragraph as noted in the table below.

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**Proposal Organization Table:**

<b>Volume</b>	<b>ITO Section</b>	<b>Volume Title</b>	<b>Copies</b>	<b>Page Limit</b>
I	2	Technical Proposal	1	50
II	2	Business Proposal	1	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.

**5. WITHDRAWALS OF PROPOSALS**

Proposals may be withdrawn by 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**

Any explanation desired by an Offeror regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc., must be requested in writing and with sufficient time 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.

**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.

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**9. SPECIFIED PRODUCT AVAILABILITY**

Where the Technical Specifications or Technical Evaluation Checklist provide 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 Procurement Specialist prior to the proposal due date of any obvious product unavailability.

**10. SPECIFIED PRODUCT OR METHOD COMPATIBILITY**

Where the Technical Specifications, Technical Evaluation Checklist, 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.

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YOUR LETTER HEAD HERE

Date:

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To: Angela Garcia  
SLAC National Accelerator Laboratory  
2575 Sand Hill Road, BLDG 52  
Menlo Park, CA 94025  
650-926-5011  
[angelag@slac.stanford.edu](mailto:angelag@slac.stanford.edu)

Reference Quotation #

### PRICE REASONABILITY CERTIFICATION

Dear Angela,

For the purpose of justifying price reasonableness, (Vendor Name) hereby certifies that the prices contained in quote \_\_\_\_\_ dated \_\_\_\_\_ are in each case equal to or lower than the list price used globally for the same or similar items quoted to our valuable and favorable customers. As a courtesy, we are attaching a copy of the proprietary price list to demonstrate the list price for the \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ are lower than that of the price list. Also enclosed is a copy of a redacted invoice for the same or similar item sold in Month/Year.

If you have further questions, please contact \_\_\_\_\_, on phone number: \_\_\_\_\_  
Or e-mail: \_\_\_\_\_

Regards,

Your signature here.  
Your name here.

**Section L – Instructions to Offerors (ITO) for Firm Fixed Price Subcontract****1. GENERAL INFORMATION**

Exhibit 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 Technical Evaluation Checklist. 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 Friday, March 22, 2024 at 5PM PST** and shall be addressed and emailed to the Subcontractors Administrator, Angela Garcia at [angelag@slac.stanford.edu](mailto:angelag@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 LCLS-II-HE Subcontracts Administrator, Angela Garcia, is the sole point of contact for this acquisition. Address any questions or concerns you may have to the Procurement Specialist at email: [angelag@slac.stanford.edu](mailto:angelag@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.

**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.

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[https://sam.gov/content/home?api\\_key=ROEXk2SBBROUbVQ4L38wSJSGEvZ3oWtLxva9h0zV](https://sam.gov/content/home?api_key=ROEXk2SBBROUbVQ4L38wSJSGEvZ3oWtLxva9h0zV)

Please make certain your business proposal includes the following completed documents as required in this Section L – “Instructions to Offerors (ITO)” noted below:

1. Section A – Subcontract Award Form
2. Section B – Supplies or Services and Prices
3. Section K – Representations and Certifications
4. Section L – Attachment L.1 – “Technical Evaluation Checklist”
5. Section L – Attachment L.2 – “OFFEROR’S REQUEST FOR CLARIFICATIONS”

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.

### **Volume I – Technical Proposal (50 page maximum)**

#### **Cover Sheet**

The cover sheet should include:

- RFP\_SLAC\_343769(AG)
- Volume I - Technical Proposal,
- Date of submission,
- Subcontractor Name, and
- Contact information.

#### **Technical Factors**

**Factor 1. Ability to meet technical requirements.** The Offeror shall submit a data package such as brochures for the requested Allen Bradley package requested in Section B of the RFP.

**Factor 2. Major Milestones and Delivery Date.** The Offeror shall submit a schedule that shows it meets the University’s project schedule or an alternate schedule acceptable to the University. Preferred delivery is set forth in RFP Section F.

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**Factor 3. Past Performance.** The Offeror shall submit documentation of sales for at least 2 similar/comparable orders. If there are orders of this same items from SLAC, please provide the PO # and technical POC. Offerors with no relevant past or present performance history shall receive the rating "Technically Unacceptable".

### **Business Factors**

**Factor 4. Price.** The Offeror shall submit the following documentation:

- RFP Section B with firm-fixed prices for each line item. This is a ALL or NONE procurement. Vendor shall provide pricing for each of the line items to qualify for an award. The final order will be placed with one supplier.
- Provide a Published Price List to determine those prices offered is fair and reasonable. If there are no price lists available, vendor shall provide a Price Reasonability Certification supported by a redacted invoices of the two most recent sales of similar sales. Sample attached for reference and labeled as "Example 1".

**Factor 5. Financial Standing.** Dun & Bradstreet and/or other credit rating report. Note that SLAC has access to D&B reports.

**Factor 6. Offeror's Contractual Documents.** Offeror's proposal shall include the following documentation:

- Offeror shall complete and submit all required documents as stated in the cover Letter, "Instructions to Offerors."
- Offeror shall complete and submit a signed "Representation & Certification."
- Offeror shall complete and submit a signed "Buy American Certification."

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 and the requirements within the forms listed above.

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 shall be submitted via e-mail as PDF documents. The Offeror shall ensure the Business Proposal shall be a separate document than the Technical Proposal. The two (2) proposals shall not be combined. The Offeror shall prepare the proposal as set forth in the Proposal Organization Table. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified. The contents of each proposal volume are described in the ITO paragraph as noted in the table below.

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**Proposal Organization Table:**

<b>Volume</b>	<b>ITO Section</b>	<b>Volume Title</b>	<b>Copies</b>	<b>Page Limit</b>
I	2	Technical Proposal	1	50
II	2	Business Proposal	1	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.

**5. WITHDRAWALS OF PROPOSALS**

Proposals may be withdrawn by 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**

Any explanation desired by an Offeror regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc., must be requested in writing and with sufficient time 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.

**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

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thereof. SLAC will not reimburse Offeror for taxes as a separate line item.

**9. SPECIFIED PRODUCT AVAILABILITY**

Where the Technical Specifications or Technical Evaluation Checklist provide 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 Procurement Specialist prior to the proposal due date of any obvious product unavailability.

**10. SPECIFIED PRODUCT OR METHOD COMPATIBILITY**

Where the Technical Specifications, Technical Evaluation Checklist, 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.

---

YOUR LETTER HEAD HERE

Date:

-----

To: Angela Garcia  
SLAC National Accelerator Laboratory  
2575 Sand Hill Road, BLDG 52  
Menlo Park, CA 94025  
650-926-5011  
[angelag@slac.stanford.edu](mailto:angelag@slac.stanford.edu)

Reference Quotation #

### PRICE REASONABILITY CERTIFICATION

Dear Angela,

For the purpose of justifying price reasonableness, (Vendor Name) hereby certifies that the prices contained in quote \_\_\_\_\_ dated \_\_\_\_\_ are in each case equal to or lower than the list price used globally for the same or similar items quoted to our valuable and favorable customers. As a courtesy, we are attaching a copy of the proprietary price list to demonstrate the list price for the \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ are lower than that of the price list. Also enclosed is a copy of a redacted invoice for the same or similar item sold in Month/Year.

If you have further questions, please contact \_\_\_\_\_, on phone number: \_\_\_\_\_  
Or e-mail: \_\_\_\_\_

Regards,

Your signature here.  
Your name here.

ATTACHMENT L.2

OFFEROR'S REQUEST FOR CLARIFICATIONS

**Request for Proposal No: SLAC\_343769(AG)**

OFFEROR'S NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ITEM #	DATE	DOCUMENT REFERENCE	QUESTION	REFERRED TO	RESPONSE	DATE
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**Note: Last day for Clarifications Submittal is Friday March 15, 2024**

## SUPPLY CHAIN MANAGEMENT

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

This is a Lowest Price Technically Acceptable source selection. By submission of its offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All technically acceptable offers will be treated equally except for their prices. The subcontract will be awarded on the basis of the lowest evaluated price proposals meeting the acceptability standards for non-cost factors. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:

Offeror is cautioned to submit sufficient information and, in the format, specified in Section L. Offeror may be asked to clarify certain aspects of their proposal. Communication conducted to resolve minor or clerical errors will not constitute discussions and the procurement specialist reserves the right to award a contract without the opportunity for proposal revision.

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.

**B. Number of Contracts to be Awarded**

The University intends to award up to one (1) contract to one vendor. This is an ALL or NONE procurement.

**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 described below. The evaluation factors are in order of importance.

- Technical Proposal
  - Factor 1. Ability to meet technical requirements. The offeror's data package will be evaluated to confirm that the proposed items meet the required cables requested in Section B.
  - Factor 2 Major Milestones and Delivery Date. The Offeror will be evaluated on how its submitted schedule meets the University's project schedule for final delivery.
  - Factor 3 Past Performance - The Offeror's past performance will be evaluated based on information provided by either past customer. Offerors with no relevant past or present performance history shall receive the rating "Technically Unacceptable".
- Business Proposal Criteria
  - Factor 4. Price
    - RFP Section B (Supplies or Services and Prices) will be reviewed for its completeness, reasonableness, and realism.
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    - Proposed price will be evaluated against SLAC's cost estimate and/or Published Price List or from 2 recent similar sales as provided with the proposal.
  - Factor 5. Financial Standing Dun and Bradstreet report will be evaluated to determine if the firm's risk, liens, claims, and credit rating are between **LOW** and **MODERATE** for each category.
  - Factor 6. Offeror's Contractual Documentation
    - Offeror will be evaluated based on its completeness and the complete submission of all the required documents including acknowledgment of issued addendums, if any.
    - Offeror shall use that form for submitting the required data, as appropriate.
    - The Offeror will be evaluated on the completeness of Section K, "Representations and Certification" and, "Buy American Act."

2. Relative Importance of Factors. The relative importance of each factor is as follows: Technical Proposal and Business Criteria are listed in descending order of importance. Within the Technical Proposal, the factors are in descending order of importance.

- B. Although price is important it will not be used for the sole basis for award. A qualitative assessment based on the Proposed Schedule 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.