September 6, 2016 2DB00-KLF-16-08

Dear Vendor:

REQUEST FOR QUOTE NUMBER, RFQ42285, 242A REBOILER

Washington River Protection Solutions, LLC (WRPS) requests proposals for RFQ42285, Design, Analyze, Fabricate, Inspect, Test, Certify and Deliver a Reboiler Assembly for the 242A Evaporator. The requested work is in support of WRPS's Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

Information regarding the submission of a proposal is contained in the attached Solicitation. The proposal is due by **5:00 p.m. on Monday, September 26, 2016**, as indicated in Section 1.4 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Karen Fuentes

Digitally signed by Karen L. Fuentes
Date: 2016.09.06 13:00:34 -07'00'

Karen Fuentes,
Procurement Specialist

Attachment

washington river protection solutions

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER!

Return RFQ Response to:
WASHINGTON RIVER PROTECTION
SOLUTIONS, LLC
PO BOX 850 MSIN H6-16
RICHLAND WA 99352

RFQ Number : 00042285
Issue Date : 09/02/2016
Due Date : 09/26/2016
Due Time : 17:00
Page : 1

Please Direct Inquiries to:
KAREN L. FUENTES

Vendor:

Title: PROCUREMENT SPECIALI
Phone: 509-372-3909

Authorized Signature
Karen Fuentes
Digitally signed by Karen L. Fuentes
Date: 2016.09.06 13:00:51 -07'00'

Vendors Signature

RFQ Type: STANDARD RFQ

Quote Duration -
Payment Terms % Days Net 30 Days

Line	*Quantity*	*UP*	*Item Description*	*Unit Price*
0001	1	EA	**Catalog ID :** 0000677887 2	

Need Date : 10/31/2016 **Destination** RICHLAND WA

Description: ASSEMBLY, REBOILER, DESIGN, ANALYZE, FABRICATE, INSPECT, TEST, CERTIFY & SHIP
PER RPP-SPEC-60886, REV. 1,

washington river protection solutions

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DWG. TE-5769, REV. 0 & ASME B&PVC, SEC. VIII, DIV. 1 (2013); VESSEL SHALL BE CODE STAMPED AND REGISTERED WITH THE NATIONAL BOARD WITH FORM U-1 AS A DELIVERABLE; VENDOR QUALITY PROGRAM SHALL MEET THE REQUIREMENTS OF ASME NQA-1 (2008) W/ 2009 ADDENDA (SEE QAR); REBOILER SHALL BE A LIKE-FOR-LIKE REPLACEMENT FOR THE EXISTING UNIT; DELIVERABLES INCLUDE AS-BUILT DRAWINGS AND A THERMAL STRESS ANALYSIS (SEE RPP-SPEC-60886, SEC. 3.3.2.1 FOR CRITICAL DIMENSIONS TO BE MAINTAINED, SEC. 3.4.6 FOR BOUNDING CONDITIONS FOR THE THERMAL STRESS ANALYSIS AND SEC. 5.0 AND THE MSR FOR A FULL LIST OF REQ'D SUBMITTALS); ALL MATERIAL REQUIRED FOR THIS FABRICATION SHALL BE PROVIDED BY THE VENDOR AND HAVE CERTIFIED MATERIAL TEST REPORTS (CMTR'S) OR CERTIFICATES OF CONFORMANCE (C OF C'S) PER SPEC SEC. 4.1, INCLUDING WELD FILLER MATERIAL; VENDOR SHALL PREPARE A FABRICATION, INSPECTION & TEST (FIT) PLAN (TRAVELER) AND SUBMIT TO WRPS FOR REVIEW & APPROVAL AND INCLUSION OF ENGR., QA & IQRPE WITNESS AND/OR HOLD POINTS PRIOR TO THE CERTIFIED WELD INSPECTOR (CWI) DOCUMENTATION, WELD PROCEDURES & WELDER QUALIFICATIONS AND NDE PROCEDURES & PERSONNEL QUALIFICATIONS SHALL BE SUBMITTED FOR APPROVAL WITH THE TRAVELER PRIOR TO THE START OF FABRICATION; PERFORM WELDING, WELD INSPECTION & NDE

washington river protection solutions

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PER SPEC SEC. 3.4.7 & 3.4.9F; INSPECTION & TEST REPORTS SHALL BE PROVIDED FOR ALL TESTING & DIMENSIONAL VERIFICATION (REF. SPEC SEC. 4.2); SEE SPEC SEC. 6.0 FOR CLEANING, FOREIGN MATERIAL EXCLUSION, PRESERVATION, PACKAGING, HANDLING & SHIPPING REQUIREMENTS.

Manufacturer : UNKNOWN
Model :
Part : E-A-1

Lead Time Days	Method of Shipment	FOB	FOB Point

Fac	Standard Name	Rev	S/P	Text	Line Terms and Conditions - Text at End
	B001	001	P	Y	QA PROGRAM SUBMITTAL AND PRE-AWARD SURVEY
	B004	000	P	Y	SUPPLIER QUALITY PROGRAM EVALUATION
	B013	001	P	Y	FABRICATION/INSPECTION/TEST PLAN (TRAVELER)
	B022	002	P	Y	NONCONFORMANCE DOCUMENTATION AND REPORTING
	B025	000	P	Y	CERTIFIED WELD INSPECTOR (CWI)
	B028	001	P	Y	WELDING PROCEDURES AND QUALIFICATIONS
	B031	004	P	Y	NONDESTRUCTIVE EXAMINATON PROCESS
	B037	000	P	Y	IDENTIFICATION AND TRACEABILITY OF ITEMS
	B046	000	P	Y	LIQUID PENETRANT MATERIAL CERTIFICATION
	B049	002	P	Y	CERTIFIED MATERIAL TEST REPORT
	B052	000	P	Y	INSPECTION AND TEST REPORT
	B076	004	P	Y	PRCMT OF POTENTIALLY SUSPECT OR COUNTERFEIT ITEMS
	B079	005	P	Y	CERTIFICATE OF CONFORMANCE
	B085	001	P	Y	PACKAGING/SHIPPING PROCEDURES

1.0 Solicitation

1.1 Introduction

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Firm Fixed Price type of Purchase Order to **Design, Analyze, Fabricate, Inspect, Test, Certify and Deliver a Reboiler Assembly for the 242A Evaporator**.

1.2 Buyer Not Obligated – Irregularities and Notifications

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

1.3 Solicitation Amendments

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

1.4 Proposal Submittal

1. Proposals are to be received by **5:00 P.M., PST on Monday, September 26, 2016** via email.

2. Other Proposal Methods

   Proposals, upon approval by the authorized Procurement Specialist, may be submitted by electronic mail, telephone, or facsimile. When requested, the original proposal and certifications shall be sent to the authorized Procurement Specialist as confirmation.

3. Late Proposals

   Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

   a. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or

b. It was sent by mail, telephone, telegram or facsimile as specified by the authorized Procurement Specialist and it is determined that the late receipt was due solely to mishandling upon receipt; or

c. It is the only proposal received.

4. Proposal Changes

Any modification of a proposal, including a modification resulting from the authorized Procurement Specialist's request for a "best and final offer" is subject to the same conditions as in the "Late Proposals" section above.

5. Withdrawal of Proposals

Proposals may be withdrawn by written or electronic notice received at any time prior to award. An Offeror or its authorized representative may withdraw proposals in person, provided its identity is made known and he signs a receipt for the proposal prior to award.

6. Questions Regarding the Request For Quotation

The Offeror must submit any comments or questions regarding the solicitation by email to the Procurement Specialist no later than **Monday, September 19, 2016**. The Offeror may transmit questions and comments via fax or e-mail. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors. Oral explanations or instruction given before the award of the contract will not be binding.

1.5 Proposal Format – Information Required for Evaluation

Proposals should be prepared simply and economically, and provide a straightforward, concise delineation of the information required to be furnished. Emphasis should be on completeness and clarity. Elaborate brochures or other presentations are neither required nor desired. Proposals are limited to 15 pages.

Each proposal submitted should include a statement of acceptance of the enclosed terms and conditions and specification(s). Also shall include an acknowledgement of compliance with the Buy American Act.

The Offeror must identify and describe all exceptions/alternate proposals to this solicitation in Section 4 to their Technical Proposal.

Volume I – TECHNICAL PROPOSAL

1. Technical Approach:
The Offeror's technical approach shall demonstrate a complete understanding of the system description and specifications as included in this RFQ. A written description of how each of the technical requirements will be satisfied is required.

Include any preliminary calculations, drawings, manufacturer's specifications or other confirmatory basis in sufficient detail as to support compliance to the technical requirements.

2. Experience:
The Offeror shall provide a listing of prior related experience, special qualifications or expertise which demonstrates their capability to fulfill the obligations of this requirement.

3. Schedule:
The Offeror shall provide a preliminary project plan and schedule. The schedule shall identify the critical path elements and the dates required to provide the procurement of materials.

4. Exceptions to Specification/Alternate Proposals:
The Offeror shall delineate any exceptions to the specifications and other solicitation requirements including but not limited to terms and conditions and quality assurance/inspection requirements. Alternate proposals (without pricing) shall also be included in this section.

Volume II – PRICE PROPOSAL

This section shall contain the following:

1. RFQ Cover Sheet with acknowledgement signature (Pages 1 through 3 of the RFQ).
2. Representation and Certifications – Offeror shall acknowledge that the electronic Representation and Certifications have been completed and are on file as required by Section 1.6 of this RFQ.

1.6 North American Industry Classification System (NAICS) Code and Size Standard

The authorized procurement representative has determined that North American Industry Classification System (NAICS) Code 332999 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is 750. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is five hundred (500) employees.

1.7 Representations and Certifications

Washington River Protection Solutions, LLC (WRPS) requires the electronic submission of the Representations and Certifications through its vendor registration web site (www.hanford.gov/chgcp). To start the submission, the Offeror will need to be registered with WRPS and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at the following email address WRPS_Procurement@rl.gov.

For this solicitation, an Offeror is required to have an electronic Representations and Certifications on file with WRPS for the North American Standard Coding System (NAICS) code identified in this document. The certification for this specific NAICS code will be valid for twelve (12) months from its submission unless your firm's business conditions change and an updated Representations and Certification submission is then required to be submitted electronically.

1.8 Facsimile/Telephone Proposals

To meet this solicitation's due date, your proposal may be submitted by telephone, email or facsimile. If any of these methods are utilized to submit the offeror's proposal, a written confirmation will be provided to the authorized procurement representative.

To send a facsimile or email, address the facsimile to the authorized procurement representative and include a solicitation number or Subcontract/Purchase Order number for reference along with the specific information requested in the solicitation.

The authorized procurement representative's contact information is:

Email Address: Karen_L_Fuentes@rl.gov
Phone Number: (509)372-3909

1.9 Notification of Cost or Pricing Data Requirement

This is not a request for cost or pricing data, but notification to all Offerors that this information may be required prior to award unless the Subcontract/Purchase Order is determined by the authorized procurement representative to be exempt from the requirements of PL 87-653 (10 USC Sec. 2306a).

1.10 Proposal Validity Period

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

1.8 Financial Capability Determination

WRPS reserves the right, prior to award, to request any or all Offerors to submit data which will be used to make a determination of financial capability to perform on any resultant Purchase Order. Such data may include, however not be limited to, current annual reports, lines of credit with financial institutions and suppliers, and/or any other such data as may be required to make a determination of the Offerors' financial capabilities.

1.9 Buy American Act Compliance

The provisions of this solicitation include each of the Federal Acquisition Regulation (FAR) clauses that may be applicable to the Offeror's proposal, as well as any resulting purchase order or Subcontract. The applicability of a specific FAR clause is based on the proposed dollar amount of your proposal for the supplies or materials provided under a purchase order or Subcontract unless the item is classified as a commercial off the shelf (COTS) item, and in turn, does not apply.

The applicable FAR clauses in the provisions and the corresponding clause for which identification may be required are shown below:

FAR Clause in Subcontract Provisions	Corresponding FAR Clause Requiring Offeror Certification
FAR 52.225-1, "Buy American Act—Supplies" (Jun 2003)	FAR 52.225-2, "Buy American Act Certificate" (Jun 2003)
FAR 52.225-3, "Buy American Act—Free Trade Agreements—Israeli Trade Act"(Jan 2004)	FAR 52.225-4, "Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate" (Jan 2005) Alternate I - applies if the quote for an end item or supplies under a time-and-materials subcontract is $25,000 or more but less than $50,000. Alternate II - applies if the quote for an end item or supplies under a time-and-materials subcontract is $50,000 or more but less than $58,550.
FAR 52.225-5, "Trade Agreements" (Jan 2005)	FAR 52.225-6, "Trade Agreements Certificate" (Jan 2005)

1.11 Employment Eligibility Verification (E-Verify)

WRPS anticipates that this award will be subject to the Employment Eligibility Verification requirements established in Federal Acquisition Regulations (FAR) clause 52.222-54.which requires the successful Offeror to enroll and utilize the E-Verify program. Enrollment is done via the Internet at the Department of Homeland Security Web site at http://www.dhs.gov/E-Verify. This requirement is applicable to all awards that are more than $3,000 and not considered a commercial item as defined in FAR Part 2.101.

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has successfully enrolled in the E-Verify program. Such information may include a copy of the last three (3) pages of the enrollment form (i.e. pages 11, 12, and 13) and any other information that may be required to make the appropriate determination.

2.0 QA/Inspection Requirements

2.1 Quality Assurance Program Submittal and Pre-Award Survey

(B01) 5/8/07

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

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

2.2 Supplier Quality Program Evaluation

(B04) Rev. 0 02/22/00

The Supplier shall document, implement, and maintain a quality assurance program which is consistent with applicable criteria of ASME NQA-1, edition 2008 and 2009-1a, Per WRPS QAR (WRPS Quality Assurance Requirements) MR-16-03178. The Supplier’s program is subject to review at all times by the Buyer. The Supplier’s program, written for compliance with a quality

assurance program standard other than the one imposed on the Purchase Order/Contract Order, may be acceptable if it complies with the quality assurance program requirements specified.

When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

The Buyer reserves the right to verify the quality of work at the Supplier's facility, including any subcontractor's facility. Access to a subcontractor's facility shall be requested through the Supplier and verification may be performed jointly with the Supplier.

2.3 Fabrication/Inspection/Test Plan

(B13) Rev. 0 2/22/00

Fabrication/Inspection/Test Plan (Traveler)

The Supplier shall prepare a detailed fabrication/inspection/test plan (Traveler) for insertion of Buyer-designated source inspection/witness notification points. Prior to starting work, the plan shall be submitted to the Buyer for review, approval and insertion of Buyer's designated inspection/witness notification points unless otherwise specified in procurement documents. The plan shall include the following:

1. Traceability to Buyer's Purchase Order/ Contract Order document number.
2. Description of items to be fabricated/tested/inspected (e.g., components, subassemblies, assemblies).
3. Sequential fabrication/process steps.
4. Sequential points for inspection and tests to be performed during fabrication/processing.
5. Method/procedure to be used for performance of inspection/test/fabrication, including:
    a. Each characteristic or attribute to be evaluated,
    b. The report form to be utilized,
    c. Specific Codes/Standard requirements as specified by procurement documents i.e., ASME, ASTM, ANSI, etc., and
    d. Sampling plans for final characteristics (e.g., AQL, lot size, inspection level), where applicable.

Subsequent revisions/modifications to the fabrication/inspection/test plan document require review and approval by the Buyer prior to implementation of the change. When subcontracting

any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

2.4 Nonconformance Documentation and Reporting

(B22) 03/30/2007

All nonconformances identified at the Supplier's facility with a proposed disposition of "Accept" or "Repair" shall be approved by the Buyer before any corrective action is taken by the Supplier on the nonconformance.

Accept: A disposition that a nonconforming item will satisfactorily perform its intended function without repair or rework.

Repair: A disposition requiring the processing of a nonconforming item so that its characteristics meet the requirements listed in the disposition statement of the nonconformance report.

Nonconformances shall be documented by the Supplier on the Supplier's nonconformance form. After documenting the nonconformance, disposition and technical justification, the form shall be forwarded to the Buyer.

After the recommended disposition has been evaluated by the Buyer, the form shall be returned to the Supplier with a disposition of approval or rejection. The Supplier may take corrective action on the nonconformance only after the form is approved.

The Supplier's nonconformance form shall be shipped with the affected item.

2.1 Certified Weld Inspector (CWI)

(B25) Rev. 0 02/9/00

Supplier personnel performing weld inspections shall be certified as a Certified Weld Inspector (CWI) in accordance with the requirements specified in AWS QC-1.

The following documentation shall be submitted prior to the start of fabrication:

1. Current AWS CWI certificates.
2. Current and valid visual acuity examination. The examination must be performed annually.
3. Visual weld inspection procedures.

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

2.5 Welding Procedures and Qualifications

(B28) Rev. 1 12/03/02

Welding procedures and personnel shall be qualified in accordance with the applicable AWS or ASME specifications as specified in the Purchase Order/Contract order. The Supplier shall submit copies of all welding procedures, Procedure Qualification Records, and Welder Qualification Records to be employed in the performance of this Purchase Order/Contract Order. Buyer approval is required prior to the start of fabrication.

Changes and revisions to welding documentation shall be submitted to the Buyer for review and approval prior to use. When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

2.6 Nondestructive Examination Process

(B31) Rev. 3 02/13/12

Nondestructive examination (NDE) personnel shall be qualified and certified in accordance with the recommended guidelines of the American Society of Nondestructive Testing's (ASNT) SNT-TC-1A-2001, unless otherwise specified in the ordering data.

The Supplier is not authorized to begin fabrication until the following documentation has been reviewed and approved by the Buyer:

a. NDE qualification and certification procedures
b. Personnel Level I, II, and III qualifications and certifications which include objective evidence of NDE training, formal education, examinations, experience, date of hire, and current eye examination
c. NDE method/examination procedures that are in accordance with the applicable codes/standards specified in procurement documents.

All NDE reports and radiographs shall be traceable to the item examined, include all essential examination parameters, and signed and dated by the NDE examiner. All NDE reports and radiographs shall accompany or precede shipment of material. Radiographs, and radiographic technique and examination reports shall be subject to approval by the Buyer prior to shipment of completed items.

When subcontracting any portion of this Purchase Order/Contract Order, the Supplier is required to invoke the applicable quality assurance program requirements on the subcontractor.

2.7 Identification and Traceability of Items

(B37) Rev. 0 02/22/00

All items shall be identified with the part, heat, batch, or serial number and the Purchase Order and line item number. Identification shall be on the item or the package containing the item. Where identification is on the item, such markings shall not impair the service of the item or violate dimensional, chemical, or physical requirements.

2.8 Liquid Penetrant Material Certification

(B46) Rev. 0 02/22/00

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

2.9 Certified Material Test Report

(B49) Rev. 2 03/17/06

The Certified Material Test Report (CMTR) shall include actual results of all chemical analysis, tests, examinations, and treatments required by the material specification and this Purchase Order/Contract order. The CMTR shall be legible, reference applicable specification number and year of edition, and be traceable to the material furnished by heat or lot number. All reports are subject to review and acceptance by the Buyer.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

2.10 Inspection and Test Report

(B52) Rev. 0 02/22/00

The Supplier shall submit legible, reproducible copies of Inspection/Test Reports.

The report(s) shall include the following:

1. Identification of the applicable inspection and/or test procedure utilized.

2. Resulting data for all characteristics evaluated, as required by the governing inspection/test procedure.

3. Traceability to the item inspected/tested, (i.e., serial number, part number, lot number, etc.).

4. Signature of the Supplier's authorized representative or agency which performed the inspections/tests.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

2.11 Procurement of Potentially Suspect or Counterfeit Items

(B76) Rev. 2 02/25/08

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

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

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

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

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

For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guide DOE G 414.1-3

DOE Guide web address,

http://www.directives.doe.gov/pdfs/doe/doetext/neword/414/g4141-3.pdf

2.12 Certificate of Conformance

(B79) Rev. 4 12/2/2009

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

This Certification of Conformance shall, as a minimum:

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

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

2.13 Packaging/Shipping Procedures

(B85) Rev. 1 08/16/2011

The Supplier shall prepare and submit for approval, prior to use, a procedure or plan for the packaging and shipping of items during the performance of this Purchase Order/Contract Order. The procedures shall include as appropriate cleanliness inspections prior to packaging, use of preservatives and coatings, descriptions of specially designed shipping containers, handling and

rigging procedures, final inspections, and the type of transfer and shipping vehicles, as applicable to workscope. Examples of the packing and shipping inspection forms shall be included in the procedure or plan. Additional guidance may be found in ASME NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, Subpart 2.2, *Quality Assurance Requirements for Packaging, Shipping, Receiving, Storage, and Handling of Items for Nuclear Power Plants.*

3.0 Packaging and Marking

3.1 Biodegradable/Recyclable Packaging Materials

It is the preference of WRPS that the SUBCONTRACTOR packages the material/equipment in biodegradable or recyclable packaging materials. Cardboard and/or paper containers, in place of plastic, shall be used whenever possible and practical. Paper and/or popcorn may be used for internal container protection instead of plastics, foam or polyurethane chips. This preference is not intended to transfer any liability to WRPS for damage during shipping or prior to receipt by WRPS. The SUBCONTRACTOR shall be solely responsible for determining whether such substitution is practical, safe for its intended use, or in violation of any commercial or manufacturer's warranty that WRPS may otherwise receive. Although this preference is not a prerequisite for award of this Subcontract, the SUBCONTRACTOR's packaging methods may become a consideration for future awards.

4.0 Transportation/Receiving Instructions

4.1 FOB Designation

Responses are invited on both a FOB Origin and FOB Destination basis. Offerors will be evaluated for award (either FOB Origin or FOB Destination) based on the lowest overall price to WRPS. Please complete the information below and include the total charges as applicable to meet the solicitation's requirements.

FOB Origin: Insert the exact shipping location, weights, and dimensions for each item or shipping lots. Include an explanation of any special factors that could affect loading, shipping or handling.

FOB Destination: Delivery to WRPS's address as specified with all transportation charges paid by the Offeror. The total price shown on the Offeror's proposal is an all-inclusive firm fixed price.

5.0 Contract Administration

5.1 Document Transmittals – Master Submittal Register (MSR)

The SUBCONTRACTOR shall utilize the BUYER's document transmittal system for the exchange of data and information during the performance of Work under this Subcontract. Master Submittal Register (MSR) Form A-6005-317 is included as an attachment to the Subcontract and identifies the required SUBCONTRACTOR submittals. SUBCONTRACTOR information shall be transmitted using TOC Incoming Letter of Transmittal (form A-6005-315) to the address indicated therein.

Submittals may be transmitted electronically to TOCVND@rl.gov or a BUYER designated File Transfer Protocol (FTP) site. For electronic transmittals, all transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description.

5.2 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (FAR 52.203-17)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Subcontractor shall inform its employees in writing, the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

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

5.3 Authorized Procurement Representatives

Only the following named WRPS individuals are authorized to make changes to this document:

Karen Fuentes, Procurement Specialist
Alice Hendrickson, Procurement Specialist
Jose Legarreta, Manager, Procurement Services

6.0 List of Attachments

The following attachments are incorporated herein. The General Provisions and On-Site Work Provisions, if applicable, listed below are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the contract. Subcontractor is responsible for downloading and complying with the applicable revision as identified below.

The documents identified with an asterisk below can be downloaded from the following website: http://www.hanford.gov/tocpmm/page.cfm?page=11

Title	Revision	Date
* General Provisions	4	02/01/2016
*Supplemental Provisions Firm Fixed Price	3	02/08/2016
RPP-SPEC-60886 – Procurement Specification for the 242A Evaporator Spare Reboiler	1	08/17/2016
Dwg. TE-5769 – Reboiler Drawing Layout – original as-built from Process Equipment Co. (supplier of existing reboiler)	0	
Dwg. TE-5769 – Reboiler Drawing Layout – regenerated version	0	
WRPS Welding Engineer Reboiler Comments	0	06/15/2016
WRPS QAR, WRPS Quality Assurance Requirements, MR-16-03178	0	08/23/2016
Master Submittal Register (MSR), A-6005-317	12	7/14/2016
Incoming Letter of Transmittal, A-6005-315	7	
Request for Information (RFI), A-6003-417	7	