



October 29, 2014

2DB00-ahr-14-001

Dear Bidder:

**SOLICITATION NUMBER 00037467 SEPARATOR PER RPP-SPEC-57518**

Washington River Protection Solutions, LLC (WRPS) requests proposals for Separator per RPP-SPEC-57518. 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 4:00 p.m. on 11/03/2014 as indicated in Section 2.1 of this solicitation.

Please note: The specification RPP-SPEC-57518 is in draft form at this time. It is being routed for approval and no changes are anticipated. Upon release of this specification you will receive a copy. Any changes will be addressed at that time.

WRPS looks forward to your response.

Very truly yours,

A handwritten signature in cursive script that reads "Alice Hendrickson".

Alice Hendrickson,  
Procurement Specialist

Attachment

## **1.0 Solicitation**

### **1.1 North American Industry Classification System (NAICS) Code and Size Standard**

The authorized procurement representative has determined that North American Industry Classification System (NAICS) Code 332996 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is 500 employees. 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.

### **1.2 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](http://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](mailto: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.

### **1.3 Small Business Set Aside**

Proposals made under this solicitation shall be from small business concerns, including; Disadvantaged, Women Owned, Veteran Owned, Service Disabled Veteran Owned and HUBZone small businesses. Proposals received from concerns that are not small businesses shall not be considered for this solicitation. Disadvantaged, Women Owned, Veteran Owned and Service Disabled Veteran Owned may self Certify to these categories as defined by the Small Business Administration ([www.sba.gov](http://www.sba.gov)). HUBZone businesses must be certified by the Small Business Administration.

### **1.4 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: Alice\_R\_Hendrickson@rl.gov  
Phone Number: 509-376-9225  
Fax Number: 509-376-0825

### **1.5 Delivery Date Evaluation**

Delivery by the desired delivery date will be a principal consideration in evaluating Proposals. You are hereby requested to submit two priced Proposals. One Proposal shall be based on delivery by the desired delivery date or best delivery date available. The second priced Proposal shall provide the lowest price with the delivery date specified. The authorized procurement representative will evaluate these Proposals on the basis of which best serves the interest of WRPS and the Department of Energy.

### **1.6 Requirements for Descriptive Literature**

Descriptive literature shall be furnished as a part of the proposal and must be received by the solicitation's due date. The literature furnished must clearly correlate to the proposed item(s). The descriptive literature is required to establish, for the purposes of evaluation and award, the acceptability of the proposed product. Failure of the descriptive literature to demonstrate that the product proposed conforms to the specifications and/or other requirements of this solicitation may render the proposal non-responsive.

### **1.7 Proposal Submittal**

1. Proposals are to be received by the close of business (4:00 P.M., PST) on the date specified in the Solicitation.

2. Other Proposal Methods

Proposals, upon approval by the authorized procurement representative, may be submitted by electronic mail, telephone, or facsimile. When requested, the original proposal and certifications shall be sent to the authorized procurement representative 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 representative 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 representative'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.

### **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 Subcontract. 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)

**1.10 Basis of Award – Lowest Price**

The award under this solicitation shall be made to the Offeror submitting the lowest evaluated price among offers that meets all requirements of the solicitation.

**2.0 QA/Inspection Requirements**

**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.

## **2.1 Source Inspection**

(B16) Rev. 0 02/22/00

All items are subject to inspection at the Supplier's facility or Supplier's subcontractor's facility by a Buyer's quality representative. Supplier shall notify Buyer at least 5 working days in advance of the time items will reach any inspection hold point established by the Buyer in the procurement package.

## **2.2 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.

### **2.3 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.

### **2.4 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.

## 2.5 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.

## 2.6 Identification of Age Control Items

(B43) Rev. 0 02/22/00

The Supplier shall identify each item, assembly, package, container, or material, having limited shelf life, with the cure date or date of manufacture and the expiration date. The Supplier shall specify any storage temperatures, humidity and environmental conditions which should be maintained. Material shall **NOT** be furnished having less than 75 percent of total shelf life available at time of shipment.

## 2.7 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.

## **2.8 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.

## **2.9 Calibration Report**

(B58) Rev. 0 02/9/00

Certification stating the equipment furnished to the Purchase Order/Contract Order requirements has been calibrated utilizing standards whose calibration is traceable to the National Institute of Standards and Technology or other documented evidence must be submitted stating the basis of the calibration. In addition, the Supplier shall submit a report of actual calibration results. The report shall be identifiable to the acceptance criteria of the items submitted and shall meet Purchase Order/Contract Order requirements. The report shall contain the signature of the authorized representative of the agency verifying compliance.

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

**2.10 Certification of Calibration**

(B61) Rev. 0 02/22/00

The Supplier shall submit legible, reproducible copies of Certificates of Calibration, which are traceable to the National Institute of Standards and Technology, for each article ordered. Each certificate shall be identified with:

1. The Buyer's Purchase Order/Contract Order number.
2. Identification of the article to which the certificate applies.
3. The standards used for calibration. Each calibration certificate shall be signed by the Supplier's representative that is responsible for the calibration to attest to its authenticity.

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 Packaging and Protection**

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

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

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

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

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

### **3.2 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 Authorized Procurement Representatives**

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

Alice Hendrickson, Procurement Specialist

Michael Voss, Procurement Specialist

J. M. Robinson, Manager, Procurement

**5.2 Price-Anderson Amendments Act (PAAA)**

The Subcontractor shall comply with the Article entitled Price-Anderson Amendments Act (PAAA) contained in the General Provisions and shall have a process in place to ensure compliance with the applicable Nuclear Safety Rules.

**5.3 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, in 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.

**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>

<b>Title</b>	<b>Revision</b>	<b>Date</b>
* General Provisions	3	06/21/2011
*Firm Fixed Price Provisions	2	10/31/2012
Master Submittal Register (MSR), A-6005-317	Attached	