November 16, 2020

Dear Potential Offeror:

SOLICITATION NUMBER 336078 “TANK ELECTRO-RESISTIVITY SYSTEM (TERS)

Washington River Protection Solutions, LLC (WRPS) requests proposals for Tank Electro-Resistivity System (TERS). 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.

Please note the following important dates for this solicitation:

- Pre-Proposal Conference – Tuesday, November 24, 2020
- Notice of Intent to Propose – Thursday, December 3, 2020
- Questions Due Date – Thursday, December 3, 2020
- Proposal Due Date – Thursday, December 10, 2020

The proposal is due by 2:00 p.m. on December 10, 2020 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Marisa Struwe,
Procurement Specialist

Attachment
SOLICITATION  336078

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PART A – SOLICITATION

1.0 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 subcontract to provide Tank Electro-Resistivity System (TERS). Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 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.

1.2 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.

2.0 Proposal Submittal

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original and one copy via U.S. Postal Service or delivery service. Identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

2.1 Deadline
The proposal is due by 2:00 p.m. on December 10, 2020.

2.2 Identification and Delivery

Address a proposal sent via the U.S. Postal Service to:

Response to Solicitation No. 336078
Marisa Struwe, MSIN H1-42
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

The address for a proposal sent via another delivery service is:

851 Smartpark Street
Richland, WA 99354

Procurement Specialist Contact Information:
Name: Marisa Struwe
Phone Number: 509-372-0665
Email Address: marisa_m_struwe@rl.gov

NOTE: Communications with any WRPS personnel except the above named Procurement Specialist concerning any aspect of this Solicitation may be grounds for disqualifying an Offeror from being considered for award.

2.3 Withdrawal

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

2.4 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the procurement specialist by email no later than Thursday, December 3, 2020 whether the Offeror intends to submit a proposal in response to this Solicitation. The Offeror may transmit the notification to the Procurement Specialist via e-mail.

2.5 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than 2:00 pm on December 3, 2020. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.
2.6 **Pre-proposal Conference**

A pre-proposal conference will be scheduled for 9:00 a.m. Pacific Time, Tuesday, November 24, 2020, via Teams. The Pre-Proposal Conference is being held to discuss in further detail the RFP, Specification, Statement of Work, etc. and to answer any questions regarding this solicitation. WRPS is not obligated to pay any costs incurred in the Offeror attending this conference. All costs will be incurred by the Offeror.

Please notify the Procurement Specialist, Marisa Struwe, via e-mail marisa_m_struwe@rl.gov if you plan to attend and meeting information will be sent out.

3.0 **Basis for Award**

WRPS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror Best Value. This solicitation provides the basis for WRPS’s evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a subcontract based upon initial offers and without further discussions with offerors. Offeror should provide their best price and technical offers initially.

3.1 **Qualification Standards**

Offerors who do not possess the minimum qualifications and resources necessary to perform the proposed work are not encouraged to incur proposal and other expenses involved in competitive submissions. The following Qualification Standards must be met in their entirety in order for an Offeror to be considered for award.

3.1.1 **Standard No. 1:** A documented and implemented quality assurance program that is based on nationally recognized standard and adequately address applicable criteria of ASME NQA-1 2008/2009a requirements as described in the Statement of Work and Quality Assurance Requirement (QAR) form.

3.2 **Evaluation Criteria**

WRPS will award this procurement to the responsible Offeror whose offer contains the requirements of this Solicitation and provides the most advantageous technical and cost proposal to WRPS and the Government.

1. **Technical Comprehension/Approach** – your proposal should include information concerning the following areas:
   a. Provide description of TERS conceptual design and how the proposed system will meet the minimum data acquisition performance metrics required in specification RPP-SPEC-63551, *Tank Electro- Resistivity System.*
b. Provide evidence that the proposed data acquisition system shall contain a minimum of 8 independent voltage measurement channels using a minimum of 16-bit architecture and a multiplexor(s) capable of supporting a minimum of 60 field measurement sensors,

c. Provide evidence that the proposed data acquisition system shall be able to measure electrical potential (received voltage) between any two of the 60+ field electrodes measurement channels but must allow 8 of the 60+ field electrode measurement channels, accessed by the multiplexor, to be physically incapable (via hardware and software controls) of being energized and transmitting voltage/current,

d. Provide evidence that the proposed data acquisition system shall be able to automatically save individual data files with unique filenames that include a date and time code within the file name or be able to save and append to a database with all data referenced to an individual and unique measurement date and time, and

e. Provide evidence that the proposed data acquisition system shall be able to provide local (on the instrument/computer) and remote (using an internet-based connection) access to allow operators to configure, operate and gain access to measured data.

f. Provide detailed description of major equipment, including interaction of major equipment, and a plan for manufacturing a system that achieves data quality standards when tested on the calibration resistor test box, as defined in the specification RPP-SPEC-63551, when TERS is fully operational (including all electrical, climate, weather monitoring, and DAQ systems) and grounded as per UL and NEC requirements, to achieve design objectives.

g. Provide description/approach for design, fabrication, and testing of the TERS to meet functional performance within RPP-SPEC-63551, Tank Electro-Resistivity System.

h. Identify TERS design risks and provide risk-resolution, based on understanding of the project scope.

i. Identify TERS operational risks and provide risk-resolution, based on understanding of the project scope.

j. Explain approach for TERS operational simplicity. Include degree of automation and control; required maintenance; potential failure mechanisms; and means for minimizing operational downtime.

k. Describe “change control” process, and that of lower tier subcontractors and vendors, for updating design media to ensure fabricated components match final design.

l. Describe methods/processes for material identification, segregation, and control.

m. Provide description of, and rationale for, work performed “in-house” versus subcontracted.
n. Provide a description of welding program including evidence of having a Certified-Welding Inspector (Minimum Level II) in accordance with the requirements specified in AWS® QC1 for inspection of all welds, if welding is needed.

o. Provide description of any hardware and-or software features that may be used to reduce and-or mitigate lightning damage to TERS.

p. Provide description of weather monitoring system, and associated data collection, features including how data is stored and if the weather data is automatically incorporated (merged) into the DAQ data file or DAQ database.

q. Provide a detailed description of DAQ data collection system and features, including how data is stored, in what format and layout, and if the system provides the ability to record all data directly to database.

r. Provide a description of how the subcontractor plans to ensure that TERS meets all National Electric Code (NEC), NFPA 70, Washington Administrative Code WAC 296-46B, electrical fabrication under a UL 508A facility, and that all electrical equipment (example: the DAQ system equipment cabinet) shall be listed and labeled by a Nationally Recognized Testing Laboratory (NRTL) such as the Underwriters’ Laboratory (UL), including obtaining approval from the Hanford NEC inspector, especially if the proposed system includes subcomponents that are non-NRTL.

s. Provide evidence of that the SELLER can fabricate electrical items under a UL 508A compliant facility.

t. Provide a description of how the subcontractor will produce a functional system that achieves data quality standards when tested on the calibration resistor test box, as defined in the specification RPP-SPEC-63551, Tank Electro-Resistivity System, when TERS is fully operational (including all electrical, climate, weather monitoring, and DAQ systems) and grounded as per UL and NEC requirements where electrical receptacles used to power the geophysical data acquisition system, will be grounded to the Container centralized ground bus and subsequently to the single Container ground rod.

u. Provide a detailed description how the DAQ provides hardware and software controls to ensure that electrical current and voltage cannot be transmitted onto field connections making contact with the nuclear storage tanks while still maintaining the ability to measure received voltage on the tank electrodes.

v. Provide a description of the internet-based remote capabilities that would allow operators to configure, operate and gain access to measured data, as well as any additional abilities to automatically transmit data to external locations.

w. Provide a listing and description of TERS safety features.

x. Provide a listing and description of any system abilities and features that are not specifically required within this procurement that may be beneficial for leak detection monitoring in providing enhanced technical capabilities,
superior performance, reduction in operating costs, enhanced serviceability or reliability, reduction in operating risks, etc.

y. Provide a description of any automated alarm or notification abilities to warn operators via digital means (example: email or text message) of any system changes or issues (example: failed or terminated data collection, a failed transmit cycle, suspended data collection, temperature exceedance, etc.) that may occur.

z. Discuss and provide appropriate evidence for DAQ reliability performance.

aa. Provide a description and evidence that the included geophysical data acquisition components are from a system that meets a minimum of a DOE recognized Technology Readiness Level 8 (TRL-8) – “System Incorporated in Commercial Design” objectives. This requirement does not apply to the TERS container, communications, electrical system and it is understood that custom modifications to the geophysical data acquisition and-or multiplexor module(s) to meet the Hanford tank farms requirement of hardware controls to prevent electrical discharge to the tank electrode, may be necessary and these changes will not impact the TRL status previously achieved by the subcontractor. According to the U.S. Government Accountability Office (GAO), TRL-8 is defined as: “Actual System completed and qualified through test and demonstration – Technology has been proven to work in its final form and under expected conditions. In almost all cases, this TRL represents the end of true system development.” (GAO-20-48G TRA Guide – January 2020 https://www.gao.gov/assets/710/703694.pdf) A listing of TRL descriptions are contained in Figure 1 within the GAO TRA Guide. Examples of evidence for meeting the objectives of TRL-8 may include (but are not limited to):

i. Providing technical and test reports, publications or other such written evidence of the data acquisition components having been used commercially or for government projects, or qualified through test and demonstration on a past or existing projects under similar conditions, or

ii. Completing a TRL assessment calculator and providing the objective evidence used to complete the assessment.

2. Past Experience/Shop Capacity – your proposal should include information concerning the following areas:

a. Provide appropriate evidence of corporate technical capability and experience, including

i. a minimum of 10 years documented prior experience designing and building geophysical resistivity data acquisition and electrode multiplexor equipment,

ii. a minimum of five (5) years’ documented experience designing and building geophysical resistivity monitoring equipment,
iii. a minimum of three (3) years’ documented experience designing and building calibration resistor network devices to support testing of resistivity data acquisition equipment,

iv. prior experience with remote monitoring (collection of data on a periodic and-or continuous basis) of resistance/resistivity data within commercial and industrial environment(s) over a time period no less than one year,

b. Demonstrate past experience managing subcontracted work under a quality Assurance program that conforms to applicable criteria of ASME NQA-1 2008/2009a requirements as described in the Statement of Work and Quality Assurance Requirement (QAR) form.

c. Discuss experience and contract history with Commercial, U.S. Government, DOE and the Nuclear Industry related to:
   i. Geophysical electrical resistivity based monitoring and-or leak detection,
   ii. geophysical electrical resistivity monitoring hardware design, fabrication, packaging, testing, and
   iii. general mechanical, electrical, structural hardware design, fabrication, testing and delivery for DOE site(s).

d. Demonstrate key personnel performing the work have qualifications and experience related to all aspects of the TERS design, fabrication, and testing (e.g. design leads, QA engineers, shop supervisor, inspectors).

e. Discuss shop/labor capacity and demonstrate how simultaneous fabrications and testing will be conducted to meet delivery schedule. Identify shop areas dedicated to material receipt, staging, cutting/grinding, welding, assembly, NDE, and testing.

f. Demonstrate past experience providing final data packages similar in content to that required by RPP-SPEC-63551.

g. Provide description of experience and personnel qualifications in completing Structural Analysis Lifting Calculations that analyzes lifting a structure after fabrication and modifications have been made and includes the weight of all interior contents and equipment.

h. Provide a description and appropriate evidence of prior experience with obtaining Hanford site NEC approval for custom designed/fabricated electrical and electronic equipment, and where possible, for equipment that includes subcomponents that are non-NRTL and the ability of the subcontractor to interpret the UL and NEC requirements as they may apply to TERS and subsequent Hanford Site NEC approval.

i. Discuss understanding and experience with Hanford site energy lockout and tag out program, and any past experience in designing/fabricating electrical
systems to comply with or facilitate effective and efficient lockout and tag out.

j. Discuss past experience for generating acceptance test documents, completing formal acceptance testing and generating acceptance test reports for electrical, electronic and data acquisition systems.

k. Discuss ability to service and repair TERS equipment, when or if needed.

l. Discuss the typical availability, back stock, and/or lead time for spare or replacement components, modules, and parts.

3. **Schedule** – your proposal should include a schedule addressing the information below:
   
a. **Task 1 – Conceptual Design** – Provide a schedule for conceptual design development, with estimated duration and labor, where critical path is evident.

b. **Task 2 – Final Design** – Provide a schedule for final design development, with estimated duration and manpower, where critical path is evident.

c. **Task 3 – Procurement and Fabrication** – Provide a schedule for procurement and fabrication, with estimated duration and manpower, where critical path is evident.

d. **Task 4 – Testing** - Provide a schedule for testing, delivery, and “set up,” with estimated duration and man-power, where critical path is evident.

4. **Price** – your proposal should include cost information in accordance with the Price Exhibit Summary Table.

3.3 **Tradeoff Selection Process**

WRPS will award a subcontract to the responsible offeror whose proposal is most advantageous to WRPS, price and other factors considered. WRPS will evaluate and rank proposals using a tradeoff process. A tradeoff process allows for an award to other than the lowest priced offeror or highest technically rated offeror, but which, in the opinion of the evaluators, represents the “best value.” Proposals will be screened on a combination of scored and pass/fail evaluation factors based on the qualifications demonstrated within the offer. The following factors and sub factors will be used to evaluate offers. Non-cost/price evaluation factors, when combined, are significantly more important than cost or price.

4.0 **Proposal Instructions**

4.1 **General Proposal Requirements**
Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal and the Business and Price Proposal.

4.1.1 Volume I – Technical Proposal

WRPS will evaluate Offeror’s technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror’s proposal must address the following: Offeror’s proposal must contain a brief discussion of its technical qualifications and capabilities. This discussion should not exceed 100 pages and should briefly address:

- An acknowledgement that the Statement of Work is fully understood and that Offeror has resources qualified to perform the work.
- Résumés of proposed personnel.
- Firm’s capabilities and resources for completing the requirements.
- Work Plan and schedule for the project. The Offeror shall provide preliminary project plan and detailed schedule. The schedule shall identify the critical path elements and the dates required to provide the deliverables per the SOW and to meet the **Delivery Date of April 29, 2021**
- If applicable, describe project organization structure that identifies the relationships between the Prime Offeror, teaming partners, lower-tier subcontractors and proposed Key Personnel.
- Key personnel. Attach résumés of key personnel. (Résumés do not figure into the 100-page limitation.)
- Past Performance Experience and Data. Offer shall provide prior experience in the form of previous purchase orders, details of work, etc. concerning these types of fabrications. Offeror may also provide information of comparable complexity to that details in the Statement of Work. Include any special qualifications or expertise that demonstrates their capability to fulfill the obligations of this requirement.
- Statement of compliance with subcontract insurance requirements (if applicable) as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Quality Assurance Plan
• The Offeror’s proposal must indicate that it meets all of the criteria listed in the Management of Government Property with Subcontractor Supplemental Provisions.

4.1.2 Volume II – Business and Price Proposal

Please provide detailed description on cost/pricing information (i.e., hourly rate breakdown). Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal. Fill out completely and include with your proposal the Basis of Proposal sheets. The worksheet is for the each line item in the solicitation and you will need to provide the labor rates for all possible labor categories that possibly may be used in the fulfillment of a subcontract. These labor rates will be incorporated into the subcontract for any change orders. The worksheets also provide an area to identify any pricing assumptions.


The Offeror shall submit their quality assurance program manual that addresses the QA programs identified herein. This manual is required at the time of the proposal submittal. Failure may disqualify you from bidding. If you have submitted your QA Manual previously and there are no changes note when and what contract or solicitation number you submitted it under.

4.1.4 Direct Pay Permit - Taxes

The WRPS Direct Pay Permit will not apply to the resultant subcontract/purchase order. Therefore, the Offeror’s price shall include all applicable Federal, State, county, municipal, or other taxes. For information relating to Sales and Use Tax in Washington State please reference the following website: http://dor.wa.gov/content/home/

Offeror shall list separately, in its price proposal, any such tax applicable to any goods/service payable by WRPS.

4.1.4.1 Representations and Certifications

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

1. The representation and certification information within SAM is still current;

2. All statements and explanatory documentation submitted are current and accurate;
3. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;

4. All Subcontractor employees who may work on WRPS’s premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Subcontractor agrees to the testing of assigned employees under WRPS’s program for controlled substances;

5. Subcontractor’s information in the WRPS’s registration system is current (no more than 12 months old); and

6. Subcontractor will update SAM on an annual basis.

In addition, the Offeror will need to be registered with WRPS through its vendor registration website and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at WRPS_Procurement@rl.gov.

4.1.4.2 Additional Information

In order for WRPS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed below:

- Basis of Proposal Form (Exhibit 1).
- Organizational Conflict of Interest Disclosure (Exhibit 2).
- Past Performance Data Form (Exhibit 3).
- Proposed Lower-Tier Subcontractors (Exhibit 4).
- Agreement Exceptions (Exhibit 5).
- Vendor ESH&Q Requirements Questionnaire. (Exhibit 6).
- Document Transmittals - Master Submittal Register (Exhibit 7).

4.2 Acceptance of Terms and Conditions

The subcontract resulting from this Solicitation will be substantially the same as the Model Subcontract that is contained in Part C of the Solicitation. Unless otherwise noted in the proposal, Offeror’s submission of a proposal signifies unqualified acceptance of all
of the technical requirements and other terms and conditions of the subcontract that are contained in or referenced in this Solicitation. Interpretations established by Offeror to any part of this Solicitation may be considered an exception.

4.2.1 Exceptions to Technical Requirements and Other Terms and Conditions

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

4.3 Proposal Validity Period

Offeror’s proposal shall remain firm for 120 days after the proposal due date.

4.4 Document Transmittal – Master Submittal Register

The Subcontract will contain a Master Submittal Register (MSR) comparable to the exhibit document contained herein. The MSR identifies the required Subcontractor submittals. Offerors shall review the MSR exhibit, assure that the document submittal requirements are clear and understandable, identify any additional submittals on the MSR exhibit, and provide the Buyer with applicable transmittal dates for all planned submittals. The MSR with added Offeror information shall be returned with Offeror’s proposal.

5.0 Notices

5.1 Financial Capability Determination Information

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

5.2 North American Industry Classification System (NAICS) Code and Size Standard
The Buyer 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.

5.3 Government-Furnished or Acquired Property


5.4 Buy American Certificate (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(b) Foreign End Products:

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<th>Line Item No.:</th>
<th>Country of Origin:</th>
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5.5 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 awards that are more than $3,500 and considered commercial or noncommercial Services (except for commercial Services that are part of the purchase of a Commercial Off the Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications) performed by the COTS provider, and are normally provided for that COTS item) or Construction. Subcontractors who are only suppliers are not subject to E-Verify.
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.

5.6 Cost or Pricing Data

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 is determined by the Buyer to be exempt from the requirements of Public Law 87-653 (10 USC Sec.2306(a).

6.0 Foreign Nationals

SUBCONTRACTORS intending to propose use of any Foreign National (non-US citizens), shall indicate their intent as part of the SUBCONTRACTOR’S proposal submission. After being selected for Subcontract Award but prior to start of performance: Foreign National requests will be processed in accordance with Hanford Site Security procedures, DOE Order 142.3a entitled Unclassified Foreign Visits & Assignment Program and Mission Support Alliance (MSA) Procedure MSC-PRO-SEC-392 entitled Unclassified Visits & Assignment by Foreign Nationals. Information for processing requests shall be submitted regardless if the Foreign National works on the Hanford site or elsewhere. Processing of any request are required to be completed/approved prior to commencement of any work. The lead time for processing Foreign National requests can take up to several months depending upon the country of origin and the subject matter involved. If Foreign Nationals are considered for use at any time under a Subcontract, SUBCONTRACTORS shall notify the Procurement Specialist and Hanford Security of the change. SUBCONTRACTORS shall adhere to the requirements for processing and approval as identified above for any changes in Foreign National use.
### PART B – SOLICITATION EXHIBITS

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EXHIBIT 1. BASIS OF PROPOSAL
(SEE ATTACHED EXCEL SPREADSHEET)
EXHIBIT 2. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

Rev. 3 6/22/16

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government or WRPS, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

It is WRPS's policy to avoid situations, which place an Offeror in a position wherein it may not be able to compete on an equal basis for WRPS-controlled work with other qualified Offerors. This representation, and the information disclosed thereby, will serve to advise WRPS whether or not an Offeror's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have or appear to have which relates to the work to be performed under a subcontract which may result from this solicitation, thus providing the Offeror an unfair competitive advantage over others. The term "Offeror" herein means the proposing entity or any of its affiliates or proposed consultants or subcontractors of any tier. Therefore:

Offeror shall provide WRPS a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

Offeror shall assure that any consultants and/or subcontractors identified in its proposal which will perform part or all of any resulting subcontract submit the same information as required above, either as part of the Offeror’s proposal or directly to WRPS, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation number and the (Offeror's) proposal to which it relates.

Offeror shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the subcontract, submit such information.

Offeror shall promptly provide to WRPS information concerning any changes, including additions, in its relevant facts reported, that occur between the time of submission of its proposal and the award of a subcontract or the time the Offeror is notified that it is no longer being considered for an award.

WRPS will review the information submitted and may require additional relevant information or certifications from the Offeror. All such information, and any other relevant information known to WRPS, will be used to determine whether an award to the Offeror may create an organizational conflict of interest with respect to the Offeror's (1) bias caused by financial, contractual,
organizational, or other interests which relate to the work to be performed under the subcontract, resulting in Offeror being unable to render impartial, technically sound, and objective assistance or advice, or (2) obtaining an unfair competitive advantage over other parties. If WRPS determines a conflict exists which would require some action to mitigate an actual or potential conflict of interest that would otherwise represent an unacceptable risk to WRPS, it may, at its sole discretion: (1) impose appropriate terms or conditions necessary to avoid or mitigate the conflict, (2) disqualify the offer, or (3) proceed with an award despite the conflict.

Offeror refusal to submit the representation and/or to provide the disclosure or any additional information requested by WRPS may result in disqualification of the Offeror for an award. Misrepresentation of material facts or other reported information may also result in disqualification. If any such misrepresentation is discovered following award, WRPS may terminate the contract for default or seek other remedies including actions pursuant to 18 U.S.C. 1001.

Depending on the nature of the subcontract activities, Offeror may, because of the existence of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work contained in the original solicitation, unless the solicitation specifically prohibits such exclusion. Any proposed exclusion may be considered by WRPS in the evaluation of proposals, but may ultimately determine the proposal to be unacceptable.

No work shall be performed, and WRPS will not authorize work to begin, until representations and disclosure information has been evaluated. WRPS may also, at its option, permit missing representations or disclosure information to be provided by an Offeror at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by WRPS, Offeror shall provide a certification similar to the following, altered only to reflect the relevant facts:

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Offeror have a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given unfair competitive advantage.

__________________________________   _____________________
Offeror Representative   Date

Authorized
EXHIBIT 3. PAST PERFORMANCE

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

<table>
<thead>
<tr>
<th>CLIENT NAME</th>
<th>CONTRACT NO.</th>
<th>CONTRACT DATE</th>
<th>START DATE</th>
<th>END DATE</th>
<th>CONTRACT VALUE</th>
<th>CONTRACT TERMINATED?</th>
<th>EXPLAIN IN ATTACHMENT</th>
</tr>
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<tbody>
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<td>(Y/N)</td>
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</tr>
</tbody>
</table>

NAME AND ADDRESS OF OFFEROR

OFFEROR (Signature of person authorized to sign)

NAME OF SIGNER

TITLE OF SIGNER

DATE
EXHIBIT 4. PROPOSED LOWER-TIER SUBCONTRACTORS

Please type or print the names and contact information for all of the lower-tier subcontractors. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>LOWER-TIER SUBCONTRACTOR/SUPPLIER</th>
<th>DESCRIPTION OF SERVICES TO BE PROVIDED</th>
<th>**APPROXIMATE AWARD AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT NAME</td>
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<tr>
<td>TELEPHONE NO.</td>
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<tr>
<td>NAME AND ADDRESS OF OFFEROR</td>
<td>NAME OF SIGNER</td>
<td></td>
</tr>
<tr>
<td>OFFEROR (Signature of person authorized to sign)</td>
<td>TITLE OF SIGNER</td>
<td></td>
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<td>DATE</td>
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</table>

** APPROXIMATELY _____% OF TOTAL SUBCONTRACTED AMOUNT TO BE PERFORMED BY LOWER-TIER SUBCONTRACTOR. PERCENTAGE OF LOWER-TIER SUBCONTRACTED WORK SHALL NOT EXCEED 70% OF TOTAL SUBCONTRACT AMOUNT. SUBCONTRACTOR’S ARE REQUIRED TO NOTIFY PROCUREMENT SPECIALIST WHENEVER % OF LOWER-TIER WORK IS ANTICIPATED OR REACHES 70%.
EXHIBIT 5. AGREEMENT EXCEPTIONS

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Washington River Protection Solutions, however, reserves the right to disqualify offers which deviate from the Solicitation. If the offeror has no exceptions, please write “None” below.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF OFFEROR</th>
<th>NAME OF SIGNER</th>
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<tbody>
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<tr>
<th>OFFEROR (Signature of person authorized to sign)</th>
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<th>TITLE OF SIGNER</th>
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<th>DATE</th>
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</table>
EXHIBIT 6. VENDOR ESH&Q QUESTIONNAIRE

Subcontractor Name:  
Subcontractor Address:  
City:    State:    Zip:  
Subcontractor Point of Contact:  
Email:  

All contractors working on the Hanford Site are expected to safely perform in a quality manner while protecting worker health and the environment. Please answer the following questions about how your company implements ESH&Q.

<table>
<thead>
<tr>
<th>#</th>
<th>Question</th>
</tr>
</thead>
</table>
| 1 | Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements?  
   Yes:☐ No:☐  
   Required: Attach Table of Contents to this form.                                    |
| 2 | Are your employees trained and equipped to perform their assigned work?  
   Yes:☐ No:☐                                                                 |
| 3 | Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment?  
   Yes:☐ No:☐                                                                 |
| 4 | Are company ESH&Q records adequately and properly maintained?  
   Yes:☐ No:☐                                                                 |
| 5 | Are accidents/incidents investigated promptly and reports generated?  
   Yes:☐ No:☐                                                                 |
| 6 | Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal?  
   Yes:☐ No:☐                                                                 |
| 7 | Is the frequency of ESH&Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work based on the scope of work and commensurate with the work hazards?  
   Yes:☐ No:☐                                                                 |
| 8 | Are ESH&Q inspections/audits conducted to evaluate the effectiveness of your program?  
   Yes:☐ No:☐                                                                 |
| 9 | Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years?  
   Yes:☐ No:☐  
   What is your EMR?  
   Required: Attach a letter from Workers’ Compensation carrier stating EMR for 3 most recent years. |
<p>| | | |</p>
<table>
<thead>
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<th></th>
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<tbody>
<tr>
<td>10.</td>
<td>Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes: ☐  No: ☐</td>
<td>What is your Recordable Case rate?</td>
</tr>
<tr>
<td></td>
<td>Required: Attach OSHA 300 logs to this form.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes: ☐  No: ☐</td>
<td>What is your OSHA Lost Workday case rate?</td>
</tr>
<tr>
<td></td>
<td>Required: OSHA 300 logs to this form.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes: ☐  No: ☐</td>
<td>What is your OSHA Lost Workday case rate?</td>
</tr>
<tr>
<td></td>
<td>Required: Attach OSHA 300 logs to this form.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes: ☐  No: ☐</td>
<td></td>
</tr>
</tbody>
</table>
PART C – MODEL SUBCONTRACT

<table>
<thead>
<tr>
<th>Subcontract No.</th>
<th>Effective Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Issued By:
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

Subcontractor:
TBD

This Subcontract is effective as of TBD, between Washington River Protection Solutions (WRPS) and TBD (“SUBCONTRACTOR”) who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

1. **Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: Tank Electro-Resistivity System (TERS) Project.

2. **Period of Performance:** The Subcontract period of performance is specified as: TBD

3. **Contract Type:** Firm Fixed Price

4. **Total Value of Subcontract:** TBD

5. **Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth below or in the attached Compensation Schedule consistent with the payment provisions of this Subcontract. Sales tax must be listed as a separate line item on the invoice per the General Invoice Requirements specified in the applicable Provisions incorporated in the List of Attachments to this Subcontract.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conceptual Design</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Final Design</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Procurement and Fabrication</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Testing</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Grand Total** $0.00
6. **Payment Terms:** As stated in Article 3.0 (*Article 17.0, Invoicing and Payment, of Commercial General Provisions*), *Terms of Payment, of Supplemental Provisions*, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.

7. **Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:

   Marisa Struwe, Procurement Specialist
   Chris Franz, Procurement Specialist
   Michael Voss, Manager, Materials Procurement
   J. M. Legarreta, Manager, Procurement

8. **Designation of Technical Representative:** WRPS hereby designates the following as the Buyer's Technical Representative (BTR), for this Subcontract:

   Name: TBD
   Phone: (509) -
   Mail Stop:

9.0 **QA/Inspection Requirements**

9.1 **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.
9.2 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 , edition . 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.

The Supplier shall, during the performance of this Purchase Order/Contract Order, submit proposed changes to the quality assurance program to the Buyer for review prior to implementation.

9.3 Supplier Use Of Calibrated Equipment

(B12) Rev. 0 2/05/07

The Supplier shall submit certification stating that the Supplier owned equipment used by the Supplier in the performance of the work listed in the procurement documents has been calibrated utilizing standards whose calibration is traceable to the National Institute of Standards and Technology. If no such standard(s) is available, the Supplier shall submit for review and approval, documentation stating the basis of the equipment’s calibration. This certification shall include a report of actual calibration results. The documentation shall be identifiable to the equipment being used and to any acceptance criteria listed in the procurement documents. The report shall contain the signature, with printed name, of the authorized representative of the agency who performed the calibration.

1. Prior to the start of work, the Supplier shall submit the latest calibration certification/report certifying that all calibrated Supplier used equipment is in-calibration.
2. During the course of the contract, the Supplier shall submit a calibration certification/report certifying that all calibrated Supplier owned equipment was calibrated at any manufacture recommended or other prescribed intervals that occur during the life of the work, or whenever the accuracy of the equipment is suspect.

3. Upon completion of work that requires its use, the Supplier shall submit a closeout calibration certification/report certifying that all calibrated Supplier used equipment was recalibrated.

If at any time during the course of contract, the Supplier owned equipment’s as-found calibration measurements are out-of-tolerance; the Supplier shall notify the Buyer and submit a copy of the calibration report showing the discrepant as-found measurements. The Supplier shall evaluate the use of the equipment to determine if previously collected data is acceptable. The Supplier shall submit for approval written documentation of this evaluation, including, as necessary, recommendations for the recollection of previously collected data found to be unacceptable.

One copy of the all required documentation, unless otherwise specified, shall be submitted for review and approval.

9.4 Fabrication/Inspection/Test Plan (Traveler)

(B13) Rev. 1 12/03/02

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.

9.5 Material Quality

(B14) SUPPLIER USE OF SOFTWARE CONTROLLED INSTRUMENTS AND EQUIPMENT CONTAINING EMBEDDED SOFTWARE (FIRMWARE)

When Supplier owned calibrated equipment used on the Hanford Site:

Contains software or programmable hardware, or

Is controlled by a software driven external device (computer), or

Collects data which is processed, analyzed, reduced, or otherwise modified using software before submittal to the Buyer.

The Supplier shall submit a statement certifying that the operation of equipment's programmable components is validated by calibration of the equipment. This statement shall list the equipment's programmable components and shall warrant that all three requirements listed below are met. The statement shall be on the Supplier’s letterhead and signed, with printed name, by an authorized agent of the Supplier.

The equipment, including any software driven external device is calibrated, adjusted, and maintained as a unit, and

The calibration standard data measured by the equipment is processed, analyzed, reduced, or otherwise modified by the same programmable components used in normal operation, and

The code contained in the programmable components including any data files, used to process, analyze, reduce, or otherwise modify the measured values, cannot be altered by the user during normal operation of the equipment. This does not include operational
or control data (such as run time or count time) entered into the system following approved procedures or manufacture’s published instructions.

One copy of the documentation, unless otherwise specified, shall be submitted for review and approval prior to the equipment being used on site.

Instructions:

Related Clause: B12

Clause B14 is invoked along with B12 whenever the Supplier used equipment contains programmable components. If any of the three requirements listed above is not met; then this clause cannot be used and the applicable software configuration control requirements must be invoked in the procurement documents.

9.6 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.

9.7 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:

2. Current and valid visual acuity examination. The examination must be performed annually.

Approval shall be obtained from the Buyer prior to start of fabrication.
9.8  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.

9.9  Nondestructive Examination Process

(B31)  Rev. 4   01/31/2013

Nondestructive examination (NDE) personnel shall be qualified and certified in accordance with the recommended guidelines of the American Society of Nondestructive Testing's (ASNT) ANSI/ASNT CP-189 or ASNT SNT-TC-1A, 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.
9.10 Identification of Items

(B34) Rev. 0 10/20/03

All items shall be identified with the part number/model number. Identification shall be on the item or the package containing the item. When the identification is on the item, such marking shall not impair the service of the item or violate dimensional, chemical, or physical requirements.

The Supplier shall submit a legible copy of the product data sheet (e.g., drawing, catalog page, brochure) that provides adequate information to enable the Buyer to verify the form and function of the articles procured.

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

9.11 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.

9.12 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.

9.13 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.

9.14 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.

9.15 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.

9.16 Nationally Recognized Testing Laboratory (NRTL) Listed or Labeled Components In a System

(B66) Rev 0 8/30/10

All electrical control panels and electrical equipment (a general term including material, fittings, devices, appliances, luminaries [fixtures], apparatus, and the like used as a part of, or in connection with, an electrical installation) delivered or brought onto the site, in performance of this contract, must be listed or labeled by an organization currently recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL).

The supplier of a system which has electrical components shall, as a minimum, supply the buyer with a list of the components which includes the manufacturer and the NRTL which certified the component. The list should include the following:

<table>
<thead>
<tr>
<th>Component</th>
<th>Quantity</th>
<th>Manufacturer</th>
<th>NRTL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>Etc…</td>
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</tbody>
</table>

The list shall be signed and dated by the person doing the verification.

9.17 Control of Graded Fasteners

(B73) 01/12/2010

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

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

2. Any fasteners supplied with headmarks matching those displayed on the attached Suspect/Counterfeit Fastener Headmark list, or facsimiles thereof, shall be deemed to be unacceptable under the terms of this Purchase Order/Contract Order.
3. When requested by the Buyer, the Supplier shall provide a legible and reproducible copy of the manufacturer's Certified Material Test Reports (CMTR). These CMTRs shall report the values of the actual chemical and physical tests performed on the represented fastener lot/material heat. Fastener packaging/labeling shall be traceable by lot number or other positive means to the CMTRs.

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

5. When requested by the Buyer, the Supplier shall provide a Certificate of Conformance which must certify conformance and traceability of supplied materials to the subject Purchase Order/Contract Order. The document must be legible and reproducible.

9.18 Procurement of Potentially Suspect or Counterfeit Items

(B76) Rev. 3 10/14/2013

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

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

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

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

Any materials furnished as part of this Purchase Order/Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted. For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guidance at: http://energy.gov/ehss/policy-guidance-reports/databases/suspectcounterfeit-and-defective-items.

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

9.19 Certificate of Conformance

(B79) Rev. 5 09/21/2016

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

This Certification of Conformance shall, as a minimum:

1. Identify the appropriate Purchase Order/Contract Order number under which the material, equipment, item or service is being supplied.
2. Each Order/shipment shall include a C of C unique to that shipment.
3. The quantity of each Line Item shipped shall be identified on the C of C.
4. The COC shall identify the specific procurement requirements to be met by the purchased item or service. The procurement requirements identified shall include any approved changes, waivers, or deviations applicable to the item or service.
5. The COC shall also identify any procurement document requirements that have not been met, together with an explanation and the means for resolving the nonconformances.

6. The COC shall be signed or otherwise authenticated by a supplier’s representative. For OCRWM-related and Quality Level 1 & 2 items and services; the person signing the COC shall be the 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.

9.20 Recommended Spare Parts Listing

(B82) Rev. 0 02/22/00

The Supplier shall submit, with or prior to item shipment, a recommended spare parts list. The list shall provide the name and address of the original supplier of the replacement part, and the part’s drawings, specification, or catalog identity including applicable change or revision information.

9.21 Packaging/Shipping Procedures

(B85) Rev. 2 09/21/2016

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 procedure(s) 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 the work scope. 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, w/ 2009 Addenda, 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.

10. Special Provisions

10.1 Negotiated Exceptions to General Provision
The following exceptions/changes to the General Provision or Supplemental Provisions are agreed to and incorporated into the Subcontract.

TBD

10.2 Key Personnel

In accordance with the General Provisions article entitled, “Key Personnel,” the following named individuals have been determined to be key personnel assigned to the performance of this Subcontract.

1.
2.

10.3 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. Submittals indicated herein are documents that must be received and/or approved by BUYER prior to final acceptance of the work.

A Master Submittal Register (MSR) 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 to the address indicated therein.

Submittals must be transmitted electronically to the email address identified on the MSR or as directed via the BUYER’s designated File Transfer Protocol (FTP) site. All transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description. Document transmittals shall not include password protected files.

Failure to complete and transmit submittals in accordance with the MSR, may result in the delay of invoice payments and final subcontract closeout.

10.4 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

(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.

10.5 Conditions and Risks of Work

The SUBCONTRACTOR represents that it has carefully examined the drawings and specifications for the Work and has fully acquainted itself with all other conditions relevant to the Work and the SUBCONTRACTOR assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the BUYER, fully complete the Work for the stated Subcontract price without further recourse to the BUYER.

6.1 Buy American Act - Supplies

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

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

11. List of Subcontract Attachments

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

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:
http://www.hanford.gov/tocpmm/page.cfm?page=11

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<td>RFP336078 Basis of Proposal (Exhibit 1)</td>
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UNLESS THE BOX BELOW IS CHECKED, The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this Subcontract. This signature represents certification that all submissions (including electronic) associated with this Subcontract award are accurate, current, and complete.

If checked, Subcontractor signature not required

Authorizing Signatures:

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Washington River Protection Solutions, LLC</th>
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<tbody>
<tr>
<td>Marisa Struwe</td>
<td>Procurement Specialist</td>
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<td>Phone: (509) 372-0665</td>
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