October 29th, 2019

Dear Potential Offeror:

SOLICITATION NUMBER 328965 “Low Activity Waste Melter Fabrication Assembly and Transport

Washington River Protection Solutions, LLC (WRPS) requires the services of a fabrication and manufacturing subcontractor to fabricate, test, and deliver a replacement LAW Melter for the Waste Treatment and Immobilization Plant (WTP) Low-Activity Waste (LAW) facility operations.

Information regarding the submission of a proposal is contained in the attached Solicitation.

All interested offerors will be required to submit an Intent to Propose as described in Section 1.4 of this solicitation. Upon review and approval of the required qualification standards, each qualified offeror will be provided login credentials to the Hanford File Transfer site. Access to all drawings, specifications and documents listed in the Statement of Work will be made available at that time.

SOLICITATION SCHEDULED ACTIVITY DATES

Intent to propose: November 11th, 2019
Questions: December 12th, 2019
Proposals Due: January 13th, 2020

The proposal is due by **9:00 a.m. PST on January 13th, 2019**, as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Chris Franz,
Procurement Specialist

Attachment
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PART A – SOLICITATION

1.0  Introduction

WRPS is the Tank Operating Contractor (TOC) for the U.S. Department of Energy-Office of River Protection (DOE-ORP) on the Hanford Site. The Hanford Site stores an estimated 56 million gallons of mixed radioactive and chemically hazardous waste in large underground tanks. As part of its contractual obligations to the DOE-ORP, Washington River Protection Solutions will separate Low Activity Waste (LAW) from Hanford tank waste, which will be transferred to the Waste Treatment and Immobilization Plant (WTP) LAW Vitrification Facility, where the LAW will be immobilized in a durable glass waste form for disposal. Additionally, WRPS is contracted by the DOE-ORP to fabricate a spare/replacement LAW Melter (referred to as melter #4) for the operations phase of the WTP LAW Vitrification facility.

The primary function of the LAW Melter Process which is composed of the LAW Melter, Pour Spout & Seal Head, and Container Level Detection (not included in this SOW), is to convert blended low activity waste slurry and glass formers into molten glass and to discharge the molten glass to fill LAW containers for low term storage.

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  Prohibition of Communications

Potential Offerors are hereby notified that after publication of this RFP all contact concerning this RFP is to be restricted to Chris Franz, Procurement Specialist (509) 376-8050. Any communications with other members of WRPS concerning this RFP shall be grounds for disqualification.

1.3  Solicitation Amendments

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

1.4 Notification of Intent to Propose

WRPS requires that each prospective Offeror notify the Procurement Specialist by
e-mail no later than 4:00PM PST on November 11th, 2019, whether the Offeror
intends to submit a proposal in response to this Solicitation. No offers will be
considered if a notification is not received. In addition, the offerors notification
of intent to propose must be submitted with the fully completed documents.

1. LAW Melter Qualification Standards Form (Part B; Exhibit 1)
2. WRPS NDA (Attached)

Upon review and approval of the required qualification standards, each qualified
offeror will be provided login credentials to the Hanford File Transfer site. Access
to all drawings, specifications and documents listed in the Statement of Work will
be made available at that time to the prospective Offerors that meet the required
qualifications standards.

2.0 Proposal Submittal

WRPS requires that the proposal be submitted via the provided Hanford File
Transfer Website. Access will be provided upon completion of the Intent to
Propose review. The Offeror will notify the Procurement Specialist of
completion, that all uploaded documents have been transmitted prior to the
deadline listed in Section 2.1 of this solicitation.

2.1 Deadline

The proposal is due by 9:00 a.m. PST on January 13th, 2020.

2.2 Identification and Delivery

The address for a proposal sent via email is:

Procurement Specialist Contact Information:
Name: Chris Franz
Phone Number: (509)376-8050
Email Address: christopher_j_franz@rl.gov
2.3 Withdrawal

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

2.4 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than 12:00 PM. PST on December 12th, 2019. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

3.0 Basis for Award- Best Value

Award will be made to the Offeror whose proposal contains the combination of those criteria offering the best overall value to WRPS and the Government. Best Overall Value will be determined by comparing difference in value of technical and management features with difference in price to WRPS.

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.

There will be no public opening of proposals. Offerors will be notified when the source selection has been decided.

3.1 Requirements for Supporting Price Information or Certified Cost or Pricing Data

The offeror is required to submit certified cost or pricing data in support of the proposal, unless exempted by the authorized procurement representative under FAR 15.403-1.

In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The authorized procurement representative may require additional supporting information to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

1. For items where pricing is controlled, by law or regulation, by periodic rulings, reviews, or similar actions of a governmental body; identify and submit the controlling document establishing the price offered.

2. Commercial item exception. For a commercial item exception, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is
adequate for evaluating the reasonableness of the price of this acquisition. Such information may include:

a. For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller; Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

b. For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

c. For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

3. Additional supporting information, to the extent necessary to determine whether the price is fair and reasonable.

Requirements for Certified Cost or Pricing Data

If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

a. The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

b. As soon as practicable after agreement on price but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

Subcontract requirements for certified cost or pricing data. If the offeror intends to issue a subcontract in performance of this requirement and it is expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4, the subcontractor is subject to the above requirements.
The offeror grants the WRPS the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror’s determination of the prices to be offered in the catalog or marketplace.

3.2 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.

3.3 Evaluation Criteria

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

I. Technical Capability and Experience
   A. Technical Capacity
   B. Knowledge and Experience in Fabricating Large Complex Engineered Equipment for the Nuclear Industry
   C. Engineering Capabilities and Capacities
   D. Manufacturing Process Capabilities and Capacities
   E. Manufacturing Process Controls
   F. Material and Inventory Control System
   G. Transportation Capability, Experience and Implementation

II. Project Execution
   A. Work Breakdown Structure
   B. Baseline Project Schedule
   C. Procurement Management
   D. Risk Management
   F. NQA-1 Program and Implementation
4.0 Qualification Standard

It is WRPS’s policy to offer the opportunity to compete for its procurements as broadly as is consistent with the nature of each procurement. However, in view of the distinctive characteristics of WRPS’s programs, those potential Offerors that do not possess the minimum qualifications and resources necessary to perform the proposed work should not be encouraged to incur proposal and other expenses involved in competitive submissions. Therefore, the following Qualification Standards have been established that must be fully met in order for an Offeror to be considered for award.

- Offeror affirms demonstrated ability to self-perform a minimum of 70% of scope for fabrication and assembly contracts of a similar overall size and complexity.
- Offeror shall confirms having significant experience with managing DOE/DOD fabrication projects of similar scope and complexity.
- Offeror commits facilities and manufacturing equipment and capability necessary for uninterrupted performance of this subcontracted scope. Specific emphasis includes:
  - Material storage, flow, staging, and control of equipment (~5000 parts total).
  - Segregated carbon steel/stainless steel manufacturing areas and program sufficient to ensure no cross contamination between carbon, stainless steel and high nickel alloy components and sub-assemblies up to 20 ft by 30 ft by 20 ft and 250 tons.
  - Finished component handling capacity up to 20 ft x 30 ft x 30 ft and 100 tons.
  - Milling Capacity - Large CNC Vertical and Gantry Mills - Capable of Machining: 20 ft. x 30 ft. x 4 ft. and 100 ton Work Piece.
- Offeror commits to dedicated management, technical, and craft resources necessary for uninterrupted performance of this subcontracted scope. Specific emphasis includes:
  - Project Manager – Experience successfully managing project(s) commensurate in size, value, and complexity.
  - Engineering – Staff to produce necessary fabrication drawings and shop travelers to execute 1,100 design drawing set.
  - Craft – Qualified craftsmen with demonstrated capability to fabricate equipment of similar scope and complexity.
- Offeror attests to existing programs/procedures sufficient to support execution of fabrication and assembly projects for similar sized procurements aligned with the following areas of emphasis:
- Project Reporting and Controls – Department of Energy nuclear industry / government accepted tools and methodologies.
- Procurement – Integrated requisition, purchase order, vendor management, and receipt/delivery system commensurate with the size, value, and complexity of this subcontracted scope.
- Quality Assurance / Quality Control
  - Submit a copy of the Offeror’s NQA-1 Program with response to this Qualification Standard.
  - ASME NQA-1; Quality Assurance Program Requirements for Nuclear Facilities.
  - ASME BPVC: Nondestructive Examination.
  - Positive Material Identification (PMI).
  - Acceptance of Commercial-Grade Items in Nuclear Safety-Related Applications (CGD).
- Manufacturing – commensurate with the size and complexity of this subcontracted scope
  - Stainless Steels – UNS S30300, UNS S30400, UNS S31600, UNS S41600, UNS S44000, UNS S17400, UNS S15500, UNS S21800 (provide discussion of previous projects).
  - Nickel Alloy Steels – UNS N06690, UNS N10276 (provide discussion of previous projects).
  - ASME BPVC – U Stamp: Manufacture and Assembly of Pressure Vessels (provide discussion of previous projects).
  - AWS D1.1: Structural Welding.
  - AWS D1.6: Structural Welding – Stainless Steel.”

If an Offeror fails to meet the stated Qualification Standards, the proposal shall be rejected and not considered further for award.

5.0 Proposal Instructions

5.1 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, the Business and Price Proposal, and the Quality Assurance Program Manual.
5.1.1 Volume I – Technical Proposal

Technical Proposals shall not exceed 300 (three hundred) pages in total length. The evaluation criteria identified in Section 3.2 will be used to determine the Offeror’s understanding of the work to be performed, the Offeror’s qualifications to perform this work, and the acceptability of the proposed technical and management approach.

In order for the technical proposal to be evaluated strictly on the merit of the technical and management material submitted, no contractual cost or pricing information shall be included in this volume of the proposal.

The proposal shall describe the proposed technical and management approach in sufficient detail to ensure that the requirements of the Statement of Work (SOW) and specification are met. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

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:

5.1.2 Technical Evaluation Criteria

A. Technical Capacity

The Offerors shall describe their technical capacities as it relates to a fabrication and assembly contract of this size and complexity and commercial arrangements that provide confidence the project can be completed on schedule and within proposed price. Response shall include:

1. Organizational chart of the project team.
2. Project manager's resume, highlighting management of fabrication projects of similar size and complexity.
3. Work that will be performed directly by the Offeror including percentage of all work self-performed.
4. Work that will be performed by teaming partners and subcontractors.

B. Knowledge and Experience in Fabricating Large Complex Engineered Equipment for the Nuclear Industry

The Offerors shall provide information on their knowledge and experience, including: Provide detailed information on three relevant projects where the Offeror has fabricated, assembled, and transported equipment / structures of comparable or greater size and complexity to the LAW Melters. Highlight modular manufacturing projects and machining / welding projects. The project information shall describe:
1. Equipment / structure materials and fabrication methods used.
2. Fabrication schedule and compare final fabrication duration to the original schedule duration. Identify any significant variances from initial plan and provide explanation.
3. Project execution methodology, including development of shop drawings, material procurement, material management, fabrication sequencing, testing and inspection management, and client interaction.
4. Experience in high alloy (690 and 276) fabrication and welding, including experience with welding dissimilar metals.
5. Experience with cleanliness requirements for high temperature equipment and high alloy and non-ferrous metals.

C. Engineering and Skilled Labor Capabilities and Capacities

The Offerors shall describe engineering and skilled craft labor (e.g. welders, machinists, etc.) capabilities and provide a staffing plan including a list of disciplines that will be assigned to support the project including numbers of personnel in each discipline, experience level and qualifications. Additional engineering support areas should be provided as appropriate to reflect the Offeror’s engineering capabilities and capacities. All significant categories of engineering personnel and skilled labor anticipated for the project should be included.

1. Manufacturing engineering and skilled craft labor support, engineering disciplines, experience level and number of personnel.
2. Welding engineering and skilled craft labor support, experience level and number of personnel.
3. Design engineering support, experience level and number of personnel.
   a. CAD support
   b. Computer modeling capability
4. Information on existing CAD / CAM System.
5. Experience with ASME Section VIII design requirements.

D. Manufacturing Process Capabilities and Capacities

The Offerors shall describe major machining and welding equipment capabilities, including numbers and capacities of machines available vs planned utilization to complete the project scope. Include description of available lay-down/assembly areas, machine tools, welding equipment, in-plant mechanical handling and transport equipment and any specialty equipment, jigs or fixtures.

1. Machining
a. Large CNC / milling and boring capacity including maximum component size and capacity.
   i. Existing facility capacity planned to be used for this procurement.

b. Plasma arc or abrasive jet cutting capabilities including maximum component size and capacity.

c. Number and size of machines. (List equipment/machining capability anticipated to be used on this contract. Identify if equipment exists or will need to be sourced).

d. Number and availability of qualified machinists.

e. Distributed Numerical Control (DNC) Capabilities.

2. Welding Equipment / Capability - (GTAW, SMAW and TIG) available and anticipated to be utilized for this procurement.


   b. Number and size of machines. (List equipment/machining capability anticipated to be used on this contract. Identify if equipment exists or will need to be sourced).

   c. Pre-heat and interpass temperature control equipment.

   d. Number and availability of qualified welders.

3. Applicable Welding Codes - Confirm qualification and recent projects on which these were used/required

   a. ASME Boiler & Pressure Vessel Code, Section IX.

   b. ASME B31.3 - 1996 or newer, AWS -D 1.1 - 2000, AWS-D1.6 – 1996.

4. In-Plant Mechanical Handling and Transportation Systems

   a. Crane capacity and availability.

   b. Forklift capacity and availability.

   c. Lifting and rigging capability.

5. Assembly

   a. Assembly space (equipment, jigs and fixtures).

   b. Assembly equipment.

   c. Existing facility capacity planned to be used to execute this procurement. Include a layout of shops showing the positioning of primary production equipment. The layout shall include overall dimensions showing approximate distances between manufacturing areas (i.e., Welding, Milling, Turning, Assembly and Material Handling Equipment). This
should include overall facility space with a focus on space to be used for this procurement.

E. Manufacturing Process Controls

All Offerors shall submit a description of their established manufacturing process control system (including associated tools and procedures), to ensure quality assurance, reduce the potential for rework and ensure efficient coordination and control of materials, equipment and personnel to complete the project scope.

Manufacturing process control procedures and where applicable where executed on a similar magnitude fabrication and assembly contract and discuss:

1. Manufacturing planning and scheduling.
2. Documented manufacturing instructions.
4. Specification of inspection and measurement techniques.
5. Use of calibrated measuring equipment.
6. Formal instruction and training of all personnel.
8. In-process inspection.
9. Machining.
10. Welding.
13. Welding equipment calibration.
14. Management of deviations to design.

F. Material and Inventory Control System

The Offerors shall submit a description of their Material and Inventory System, and experiences in application to a project of similar magnitude and complexity, which shall describe how all raw, in-process and finished goods inventories are stored handled and packaged.

The description shall address:

1. Documentation control and potential for error.
2. Material Identification by project.
3. Shelf life issues (where applicable).
5. Inventory order planning, processing, and release procedures.
6. Receiving inspection and storage.
7. Government furnished material management.

G. Transportation Capability and Experience
The Offerors shall describe their transport capabilities and experience in interstate shipping of comparable over-sized and over-weight equipment.

The Offeror shall describe the plan (approach / strategy / procedures) that will be employed to ensure that the melter components and all associated tooling arrive at Richland, WA.

5.1.3 Project Execution Criteria

A. Work Breakdown Structure
The Work Breakdown Structure for the project shall include a comprehensive list of all project management activities and tasks (e.g. Engineering / Fabrication Document Development, Fabrication, Welding, etc.). Dictionaries shall be provided for all Work Breakdown Structure elements.

B. Baseline Project Schedule
The Offeror shall submit a Baseline Project Schedule. The Baseline Project Schedule shall be modeled after the WBS and resource loaded at a level of detail that demonstrates a comprehensive understanding of the project scope. Schedule shall be constructed using the Critical Path Method and shall include all activities defined in the WBS.

C. Procurement Management
The Offeror shall submit a narrative summary describing the process for managing procurement of resources, equipment, or materials for this project. Describe key aspects that maintain compliance with quality assurance requirements.

- Define milestones and or inspection periods.
- Describe subcontract administration, pass down of technical requirements and monitoring functions.

D. Risk Management
The Offeror shall submit a narrative describing the approach / strategy that will be employed on this project to effectively manage risk.

- Describe methods for identifying risks that may impact the project.
Describe the methods that will be employed to determine the impact and the response measures that will be employed to eliminate or mitigate the risks.

E. Packaging and Transportation Plan

The Offeror shall describe the plan (approach / strategy / procedures) that will be employed to ensure that the melter components and all associated tooling arrive at Richland, WA.

F. NQA-1 Program

NQA-1 Program: The NQA-1 program shall address the following (provide reference to Offeror’s QA Program and discussion as requested):

1. ASME NQA-1; Quality Assurance Program Requirements for Nuclear Facilities.
2. ASME BPVC: Nondestructive Examination.
4. Acceptance of Commercial-Grade Items in Nuclear Safety-Related Applications (CGD).
5. Procedures and controls for:
   a. Stainless Steels – UNS S30300, UNS S30400, UNS S31600, UNS S41600, UNS S44000, UNS S17400, UNS S15500, UNS S21800 (provide discussion of previous projects).
   b. Nickel Alloy Steels – UNS N06690, UNS N10276 (provide discussion of previous projects).
   c. ASME BPVC, Section IX – U Stamp: Manufacture and Assembly of Pressure Vessels (provide discussion of previous projects).
   e. AWS D1.1-2000: Structural Welding.
   f. AWS D1.6-1996: Structural Welding – Stainless Steel.
6. Include examples of projects executed under their NQA-1 program for a project of similar magnitude and complexity.

Quality Management Plan and Implementation: The Offeror shall submit the Quality Management Plan that will be employed on the project. The Quality Management Plan shall contain the following elements:

1. Quality Planning: Shall identify / describe the Quality Standards that are relevant to the project and how they will be satisfied.
2. Quality Assurance: Shall identify / describe the process / procedure for evaluating overall project performance on a regular basis to provide a high confidence level that the project will satisfy the relevant Quality Standards.
3. Quality Control: Shall identify / describe the processes for monitoring specific results to determine if they comply with the relevant Quality
Standards and identify ways to eliminate or mitigate causes of unsatisfactory performance.

4. **Control of Outsourced Components and Services:** Shall identify plan for controlling quality of all outsourced material and services associated with this procurement. Shall be aligned with the production outsourcing plan.

**General Requirements:**

a. 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.

b. An acknowledgement of compliance with the Buy American Act.

c. An Acknowledgement that Offeror is enrolled in E-Verify.

d. Validate that your firm is registered in the System for Award Management (SAM, [www.sam.gov](http://www.sam.gov)) and your Representations and Certifications are up-to-date.

6.1.2 **Volume II – Business and Price Proposal**

The Price Proposal must provide the narrative used to support and explain the Subcontractor’s supporting price and associated pricing assumptions. This must be practicable, straightforward, concise and complete.

The Basis of Proposal, (Exhibit 2), shall be fully completed with all specified information included. A Basis of Proposal will not be considered responsive to the solicitation unless fully completed.

*All Solicitation Exhibits must be fully completed to be considered responsive.*

Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

6.1.2.1 **Pricing and Estimating Assumptions**

All pricing and estimating assumptions shall be clearly delineated and included in this section of the Price Proposal. These statements shall be included to ensure the Offerors proposal is fully understood with the basis for the proposed costs and be properly evaluated.
6.1.2.2 Financial Capability Determination Information

WRPS reserves the right, prior to award, to require the 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.


The Offeror shall submit one uncontrolled copy of their Quality Assurance (QA) Program Manual. The Offeror shall address how the Offeror’s QA Program meets the requirements included in the SOW. If the Offerors’s manual has been previously approved by WRPS, the manual shall be updated to make it current and resubmitted to WRPS with the proposal. If the manual has not changed since its previous approval by WRPS, a statement to this effect shall be submitted with the proposal.

6.1.4 Direct Pay Permit - Taxes

The WRPS Direct Pay Permit will not apply to the resultant subcontract. 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/](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.

6.1.4.1 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.

6.1.4.2 Small Business Subcontracting Plan

Include a Small Business Subcontracting Plan with the proposal if the proposed amount is more than $700,000 and Offeror is not considered a small business per the size standard shown in the Representations and Certifications. The Plan should contain the information specified and be in the format described in the Federal Acquisition Regulation (FAR Clause 52.219-9, Small Business Subcontracting Plan).

6.1.4.3 Government Furnished or Acquired Property


6.1.4.4 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:

- LAW Melter Qualification Standards Form (Exhibit 1).
- Basis of Proposal Form (Exhibit 2).
- Hourly Rate Summary (Fully Burdened Thru Profit (Exhibit 3).
6.2 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.

6.2.1 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.

6.3 Proposal Validity Period

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

6.4 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.
7.0 Notices

7.1 Identification of Proprietary Data

If the Offeror submits any data which it considers proprietary data as part of its proposal, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered to be proprietary.

7.2 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 employees.

7.3 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:

<table>
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<tr>
<th>Line Item No.:</th>
<th>Country of Origin:</th>
</tr>
</thead>
<tbody>
<tr>
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<td>[List as necessary]</td>
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</tbody>
</table>

7.4 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.

8.0 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

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>LAW Melter Qualification Standards Form</td>
</tr>
<tr>
<td>2</td>
<td>Basis of Proposal Form</td>
</tr>
<tr>
<td>3</td>
<td>Hourly Rate Summary (Fully Burdened Labor Rate Thru Profit)</td>
</tr>
<tr>
<td>4</td>
<td>Cost Accounting Standards Notices and Certification</td>
</tr>
<tr>
<td>5</td>
<td>Organizational Conflict of Interest Disclosure</td>
</tr>
<tr>
<td>6</td>
<td>Past Performance</td>
</tr>
<tr>
<td>7</td>
<td>Proposed Lower-Tier Subcontractors</td>
</tr>
<tr>
<td>8</td>
<td>Agreement Exceptions</td>
</tr>
<tr>
<td>9</td>
<td>LAW Melter Fab Response Forms</td>
</tr>
</tbody>
</table>
EXHIBIT 1. LAW MELTER QUALIFICATION STANDARDS FORM

It is WRPS’s policy to offer the opportunity to compete for its procurements as broadly as is consistent with the nature of each procurement. However, considering the specific skills, facilities and experiences required to execute a contract of this complexity and size, those potential Offerors that do not possess the minimum qualifications and resources necessary to perform the proposed work should not be encouraged to incur proposal and other expenses involved in competitive submissions. Therefore, the following Qualification Standards have been established that must be fully met in order for an Offeror to be considered for award.

In order to be considered for award, the Offeror shall attest in writing to possessing at a minimum the following qualifications. If it is determined during the intent to propose evaluation process that responses to the Evaluation Criteria are inconsistent with or contrary to the stated Qualification Standards, the proposal shall be rejected and not considered further for award (Qualification Standards are embedded in the Evaluation Criteria). The Offeror’s Company Representative shall attest that the company can meet each of the required standards by initialing each of the qualification standard’s listed in Table 1 below and signing this form.

<table>
<thead>
<tr>
<th>Corporate Representative Initials</th>
<th>Qualification Standard</th>
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<tbody>
<tr>
<td>Offeror affirms demonstrated ability to self-perform a minimum of 70% of scope for fabrication and assembly contracts of a similar overall size and complexity.</td>
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<tr>
<td>Offeror shall confirm having significant experience with managing DOE/DOD fabrication projects of similar scope and complexity.</td>
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<tr>
<td>Offeror commits facilities and manufacturing equipment and capability necessary for uninterrupted performance of this subcontracted scope. Specific emphasis includes:</td>
<td></td>
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<tr>
<td>• Material storage, flow, staging, &amp; control of equipment (~5000 parts total).</td>
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<tr>
<td>• Segregated carbon steel/stainless steel manufacturing areas and program sufficient to ensure no cross contamination between carbon, stainless steel and high nickel alloy components and sub-assemblies up to 20 ft by 30 ft by 20 ft and 250 tons.</td>
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<tr>
<td>• Finished component handling capacity up to 20 ft x 30 ft x 30 ft and 100 tons.</td>
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<tr>
<td>• Milling Capacity - Large CNC Vertical and Gantry Mills - Capable of Machining: 20 ft. x 30 ft. x 4 ft. and 100 ton Work Piece.</td>
<td></td>
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<tr>
<td>Corporate Representative Initials</td>
<td>Qualification Standard</td>
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<tr>
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<tr>
<td>Offeror commits to dedicated management, technical, and craft resources necessary for uninterrupted performance of this subcontracted scope. Specific emphasis includes:</td>
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<td>• Project Manager – Experience successfully managing project(s) commensurate in size, value, and complexity.</td>
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<tr>
<td>• Engineering – Staff to produce necessary fabrication drawings and shop travelers to execute 1,100 design drawing set of similar complexity.</td>
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<td>• Craft – Qualified craftsmen with demonstrated capability and experience to fabricate equipment of similar scope and complexity.</td>
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<tr>
<td>Offeror attests to existing programs/procedures sufficient to support execution of fabrication and assembly projects for similar sized procurements aligned with the following areas of emphasis:</td>
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<tr>
<td>• Project Reporting and Controls – Department of Energy nuclear industry / government accepted tools and methodologies.</td>
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<tr>
<td>• Procurement – Integrated requisition, purchase order, vendor management, &amp; receipt/delivery system commensurate with the size, value, and complexity of this subcontracted scope.</td>
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<tr>
<td>• Quality Assurance / Quality Control</td>
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<tr>
<td>o Submit a copy of the Offeror’s NQA-1 Program with response to this Qualification Standard.</td>
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<tr>
<td>o ASME NQA-1; Quality Assurance Program Requirements for Nuclear Facilities.</td>
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<td>o ASME BPVC: Nondestructive Examination.</td>
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<td>o Positive Material Identification (PMI).</td>
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<tr>
<td>o Acceptance of Commercial-Grade Items in Nuclear Safety-Related Applications (CGD).</td>
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<tr>
<td>• Manufacturing – commensurate with the size and complexity of this subcontracted scope</td>
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<td>o Stainless Steels – UNS S30300, UNS S30400, UNS S31600, UNS S41600, UNS S44000, UNS S17400, UNS S15500, UNS S21800 (provide discussion of previous projects).</td>
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<tr>
<td>o Nickel Alloy Steels – UNS N06690, UNS N10276 (provide discussion of previous projects).</td>
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<tr>
<td>Corporate Representative Initials</td>
<td>Qualification Standard</td>
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<td></td>
<td>o ASME BPVC – U Stamp: Manufacture and Assembly of Pressure Vessels (provide discussion of previous projects).</td>
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<td>o ASME B31.3: Process Piping.</td>
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<td>o AWS D1.1: Structural Welding.</td>
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<td>o AWS D1.6: Structural Welding – Stainless Steel.</td>
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</table>

**Table 1. Qualification Standards - Minimum Requirements for LAW Melter Fabrication**

---

Offeror’s Company Representative Signature  
Print

---

Title  
Date
## EXHIBIT 2. BASIS OF PROPOSAL FORM

**Low Activity Waste Melter Fabrication, Assembly and Transport**

**Phase I:**

Statement of Work Section 3

**Period of Performance:**

<table>
<thead>
<tr>
<th>Labor Category Description</th>
<th>Hours</th>
<th>Inclusive of Profit</th>
<th>Extended Value</th>
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Subtotals: 0

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Material Listing (Provide Description, Quantities and Basis of Estimates)

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Subtotals: $-

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Subcontract Listing (Provide Basis of Estimates)

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Subtotals: $-

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Phase I

The following list shall provide all pricing assumptions that are needed to understand the basis of the offeror's cost proposal. Clear identification of the assumptions will allow for a more effective evaluation and understanding of the proposed pricing.

List of Pricing Assumptions

1.
2.
3.
4.
Low Activity Waste Melter Fabrication, Assembly and Transport

**Phase II**

**Statement of Work Section 3**

**Period of Performance:**

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<thead>
<tr>
<th>Labor Category Description</th>
<th>Hours</th>
<th>Profit</th>
<th>Extended Value</th>
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<tr>
<td>Fully Burdened Hourly Rate</td>
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<td>Inclusive of</td>
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Subtotals: 0

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Material Listing (Provide Description, Quantities and Basis of Estimates)

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Subtotals: $-

Subcontract Listing (Provide Basis of Estimates)

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2
3
4

Subtotals: $-

Other Direct Costs (Provide Basis of Estimates)
Phase II Fabrication

The following list shall provide all pricing assumptions that are needed to understand the basis of the offeror's cost proposal. Clear identification of the assumptions will allow for a more effective evaluation and understanding of the proposed pricing.

List of Pricing Assumptions
1
2
3
4

PHASE I & II TOTAL FIRM FIXED PRICE (FFP)
EXHIBIT 3. HOURLY RATE SUMMARY (FULLY BURDENED THRU PROFIT)

**Hourly Rate Summary Instructions:** The offeror shall provide a complete listing of all labor categories planned to be utilized during the subcontract's period of performance. The hourly rates shall be fully inclusive of all cost elements and profit.

<table>
<thead>
<tr>
<th>Labor Category Description</th>
<th>CY2020</th>
<th>CY2021</th>
<th>CY2022</th>
<th>CY2023</th>
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EXHIBIT 4. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

(FAR 52.230-1) (October 2015)

Note: This notice does not apply to small businesses or foreign governments. Check here to indicate that the offeror is a ☐ small business or ☐ foreign government and does not need to complete the following certification.

This notice is in three parts; identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903-201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT --- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99) except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreements, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and report contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise WRPS immediately.

☐ (4) Certification of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to WRPS, in the form specified under subparagraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS --- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE
If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise WRPS immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expect to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract should, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

Note: If the offeror is an educational institution under the transition provisions of 48 CFR 9903.202-1 (f), contact WRPS for the appropriate alternate certification.

SIGNATURE/CERTIFICATION

By signing below, the bidder/offeror certifies, under penalty of law, that the above certification is accurate, current and complete. The bidder/offeror further certifies that it will notify WRPS of any changes to these certifications. The certifications made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of Bidder/Offeror Responsible for Bid/Offer Date

Typed Name of Person Responsible for the Bid/Offer

Title of Person Responsible for the Bid/Offer

Name of Organization

Street

City State Zip
EXHIBIT 5. 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.

__________________________________  _____________________  
Authorized Offeror Representative   Date
EXHIBIT 6. 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>CONTACT NAME</th>
<th>TELEPHONE NO.</th>
<th>CONTRACT NO.</th>
<th>CONTRACT DATE</th>
<th>START DATE</th>
<th>END DATE</th>
<th>CONTRACT TERMINATED? (Y/N)</th>
<th>EXPLAIN IN ATTACHMENT</th>
</tr>
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<tbody>
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</tbody>
</table>

NAME AND ADDRESS OF OFFEROR

NAME OF SIGNER

TITLE OF SIGNER

OFFEROR (Signature of person authorized to sign)

DATE
**EXHIBIT 7. 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>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF OFFEROR</th>
<th>NAME OF SIGNER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

| OFFEROR  | **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%.** |

**SIGNATURE**

(Signature of person authorized to sign)

**DATE**

(Signature of person authorized to sign)
EXHIBIT 8. 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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<table>
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<tr>
<th>TITLE OF SIGNER</th>
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</table>

OFFEROR (Signature of person authorized to sign)

<table>
<thead>
<tr>
<th>DATE</th>
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<td></td>
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</table>
EXHIBIT 9. LAW MELTER FAB RESPONSE FORMS

H. Form 1: Technical Capacity

The Offeror shall describe their technical capacities and commercial arrangements that provide confidence the project can be completed on schedule and within proposed price. Response shall include:

5. Team Organization.

   a. Project Team structure: provide a team hierarchy showing all planned teaming partners and subcontractors along with the work scope to be performed.

   b. Complete the Table A-1 describing each team member’s work scope responsibility and years performing similarly sized scope.
### Organization Chart

Provide a project personnel organization chart highlighting key personnel. Key Personnel shall include, at a minimum, the Project Manager, Health and Safety Manager, Quality Assurance Manager, and Engineering Manager. The offeror may provide additional Key Personnel as appropriate.

### Roles and Responsibilities

Complete table A-2 identifying all key personnel and their roles and responsibilities of Key Personnel.
e. Attach Project Manager's resume, highlighting successful management of fabrication projects of similar size and complexity within budget and on schedule.

6. Work Performance: Identify in Table A-3 which work scope activities and percentages will be performed directly by the Offeror. Also identify which work
scope activities will be performed by a teaming partner or subcontractor, including percentage and team member performing the work.

<table>
<thead>
<tr>
<th>Work Scope</th>
<th>Self-performed (%)</th>
<th>Performed by Teaming Partners and Subcontractors (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g. Welding</td>
<td>60%</td>
<td>40% - Company ABC</td>
</tr>
</tbody>
</table>

Table A-3: Work Scope Performance Breakdown Summary
I. Form 2: Knowledge and Experience in Fabricating Large Complex Engineered Equipment for the Nuclear Industry

The Offeror shall provide information on their knowledge and experience, by providing detailed information on three relevant projects where the Offeror has fabricated, assembled, and transported equipment / structures of similar size and complexity to the LAW Melters. Highlight modular manufacturing projects and machining / welding projects. Complete one table for each of the three reference projects, see Table B-1. Additional projects can be presented to reflect the depth of the Offeror’s knowledge and experience.

<table>
<thead>
<tr>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title</td>
</tr>
<tr>
<td>Project Client</td>
</tr>
<tr>
<td>Project Description</td>
</tr>
<tr>
<td>Equipment / structure materials and fabrication methods used.</td>
</tr>
<tr>
<td>Fabrication schedule, and compare final fabrication duration to the original schedule duration. Include brief explanation and cause of significant variance.</td>
</tr>
<tr>
<td>Project execution methodology, including development of shop drawings, material procurement, material management, fabrication sequencing, testing and inspection management, and client interaction.</td>
</tr>
<tr>
<td>Experience in high alloy (690 and 276) fabrication and welding, including experience</td>
</tr>
<tr>
<td>with welding dissimilar metals.</td>
</tr>
</tbody>
</table>

Table B-1. Reference Project Highlighting Knowledge and Experience
J. **Form 3 - Engineering and Skilled Labor Capabilities and Capacities**

1. The Offerors shall describe engineering and skilled craft labor (e.g. welders, machinists, etc.) capabilities and provide a staffing plan including a list of disciplines that will be assigned to support the project including numbers of personnel in each discipline, experience level and qualifications. Additional engineering and skilled labor support areas should be provided as appropriate to reflect the Offeror’s capabilities and capacities. All categories of engineering personnel and skilled labor anticipated for the project should be included.

<table>
<thead>
<tr>
<th>Engineering Support</th>
<th>Disciplines, as appropriate</th>
<th>Experience Level/Qualifications</th>
<th>Number of Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Manufacturing engineering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Welding engineering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Design engineering</td>
<td>a) CAD support</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Computer modeling capability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table C-1. Engineering Personnel Staffing Plan - Capabilities and Capacities

<table>
<thead>
<tr>
<th>Skilled Labor Support</th>
<th>Experience Level/Qualifications</th>
<th>Number of Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Welders</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td>---</td>
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</tr>
<tr>
<td>2.</td>
<td>Machinists</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>etc.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
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</tbody>
</table>

**Table C-2. Skilled Labor Staffing Plan - Capabilities and Capacities**

2. Information on existing CAD / CAM System.
3. Experience with ASME Section VIII design requirements.
K. Form 4 - Manufacturing Process Capabilities and Capacities

The Offeror shall describe major machining and welding equipment capabilities, including numbers and capacities of machines available vs planned utilization to complete the project scope. Include description of available lay-down/assembly areas, machine tools, welding equipment, in-plant mechanical handling and transport equipment and any specialty equipment, jigs or fixtures.

The response should address, at a minimum, the following:

<table>
<thead>
<tr>
<th>Manufacturing Process Capabilities and Capacities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machining</td>
</tr>
<tr>
<td>Large CNC / milling and boring capacity</td>
</tr>
<tr>
<td>including maximum component size and capacity</td>
</tr>
<tr>
<td>• Existing facility capacity planned to be used for this procurement.</td>
</tr>
<tr>
<td>Plasma arc or abrasive jet cutting capabilities</td>
</tr>
<tr>
<td>including maximum component size and capacity.</td>
</tr>
<tr>
<td>Number and size of machines. (List equipment/machining capability anticipated to be used on this contract. Identify if equipment exists or will need to be sourced).</td>
</tr>
<tr>
<td>Number and availability of qualified machinists.</td>
</tr>
<tr>
<td>Distributed Numerical Control (DNC) Capabilities.</td>
</tr>
<tr>
<td>Welding Equipment / Capability - (GTAW, SMAW and TIG) available and anticipated to be utilized for this procurement</td>
</tr>
<tr>
<td>Materials - UNS N06690, UNS N10276, UNS N30400.</td>
</tr>
<tr>
<td>Number and size of machines. (List equipment/machining capability anticipated to be used on this contract. Identify if equipment exists or will need to be sourced).</td>
</tr>
</tbody>
</table>
### Manufacturing Process Capabilities and Capacities

<table>
<thead>
<tr>
<th>Pre-heat and interpass temperature control equipment.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number and availability of qualified welders.</td>
</tr>
<tr>
<td>Applicable Welding Codes - Confirm qualification and recent projects on which these were used/required</td>
</tr>
<tr>
<td>ASME Boiler &amp; Pressure Vessel Code, Section IX.</td>
</tr>
<tr>
<td>ASME B31.3 - 1996 or newer, AWS-D 1.1 - 2000, AWS-D1.6 – 1996.</td>
</tr>
<tr>
<td>In-Plant Mechanical Handling and Transportation Systems</td>
</tr>
<tr>
<td>Crane capacity and availability.</td>
</tr>
<tr>
<td>Forklift capacity and availability.</td>
</tr>
<tr>
<td>Lifting and rigging capability.</td>
</tr>
<tr>
<td>Assembly</td>
</tr>
<tr>
<td>Assembly space (equipment, jigs and fixtures).</td>
</tr>
<tr>
<td>Assembly equipment.</td>
</tr>
<tr>
<td>Existing facility capacity planned to be used to execute this procurement. Include a layout of shops showing the positioning of primary production equipment. The layout shall include overall dimensions showing approximate distances between manufacturing areas (i.e., Welding, Milling, Turning, Assembly and Material Handling Equipment). This should include overall facility space with a focus on space to be used for this procurement.</td>
</tr>
</tbody>
</table>

**Table D-1. Minimum Manufacturing Process Capabilities and Capacities**
L. Form 5 - Manufacturing Process Controls

All Offerors shall submit a description of their established manufacturing process control system (including associated tools and procedures), to ensure quality assurance, reduce the potential for rework and ensure efficient coordination and control of materials, equipment and personnel to complete the project scope.

Manufacturing process control procedures and where applicable where executed on a similar magnitude fabrication and assembly contract and discuss:

- Manufacturing planning and scheduling
- Documented manufacturing instructions
- Specification of approved equipment
- Specification of inspection and measurement techniques
- Use of calibrated measuring equipment
- Formal instruction and training of all personnel
- Compliance of raw materials
- In-process inspection
- Machining
- Welding
- Machine calibration and capability assessment
- Welder qualification / certification
- Welding equipment calibration
- Management of deviations to design.
M. Form 6 - Material and Inventory Control System

The Offerors shall submit a description of their Material and Inventory System, and experiences in application to a project of similar magnitude and complexity, which shall describe how all raw, in-process and finished goods inventories are stored, handled and packaged.

The description shall address, at a minimum:

- Documentation control and potential for error
- Material Identification by project
- Shelf life issues (where applicable)
- Contamination issues
- Inventory order planning, processing, and release procedures
- Receiving inspection and storage
- Government furnished material management
- Security for high value materials.
N. Form 7 - Transportation Capability, Experience and Implementation

The Offerors shall describe their transport capabilities and experience in interstate shipping of comparable over-sized and over-weight equipment.

The Offeror shall describe the plan (approach / strategy / procedures) that will be employed to ensure that the melter components and all associated tooling arrive at Richland, WA.
O. Form 8 - Work Breakdown Structure

The Work Breakdown Structure for the project shall include a comprehensive list of all project management activities and tasks (e.g. Engineering / Fabrication Document Development, Fabrication, Welding, etc.). Provide dictionaries for all Work Breakdown Structure elements.
P. Form 9 - Baseline Project Schedule
The Offeror shall submit a Baseline Project Schedule. The Baseline Project Schedule shall be modeled after the WBS and resource loaded at a level of detail that demonstrates a comprehensive understanding of the project scope. Schedule shall be constructed using the Critical Path Method, presented in Gantt format, and shall include all activities defined in the WBS.
Q. Form 10 -Procurement Management

The Offeror shall submit a narrative summary describing the process for managing procurement of resources, equipment, or materials for this project. Describe key aspects that maintain compliance with quality assurance requirements.

- Define milestones and or inspection periods.
- Describe subcontract administration, pass down of technical requirements and monitoring functions.
R. Form 11 - Risk Management

The Offeror shall submit a narrative describing the approach / strategy that will be employed on this project to effectively manage risk.

- Describe methods for identifying risks that may impact the project.
- Describe the methods that will be employed to determine the impact and the response measures that will be employed to eliminate or mitigate the risks.
S. Form 12 - NQA-1 Program and Implementation

*NQA-1 Program:* The NQA-1 program shall address the following (provide reference to Offeror’s QA Program and discussion as requested):

7. ASME NQA-1; Quality Assurance Program Requirements for Nuclear Facilities
8. ASME BPVC: Nondestructive Examination
9. Positive Material Identification (PMI)
10. Acceptance of Commercial-Grade Items in Nuclear Safety-Related Applications (CGD)

11. Procedures and controls for:
   
   a. Stainless Steels – UNS S30300, UNS S30400, UNS S31600, UNS S41600, UNS S44000, UNS S17400, UNS S15500, UNS S21800 (provide discussion of previous projects)
   
   b. Nickel Alloy Steels – UNS N06690, UNS N10276 (provide discussion of previous projects)
   
   c. ASME BPVC, Section IX– U Stamp: Manufacture and Assembly of Pressure Vessels (provide discussion of previous projects)
   
   d. ASME B31.3 – 1996 or newer: Process Piping
   
   e. AWS D1.1-2000: Structural Welding
   
   f. AWS D1.6-1996: Structural Welding – Stainless Steel

12. Include examples of projects executed under their NQA 1 program for a project of similar magnitude and complexity

*Quality Management Plan and Implementation:* The Offeror shall submit the Quality Management Plan that will be employed on the project. The Quality Management Plan shall contain the following elements:

5. **Quality Planning:** Shall identify / describe the Quality Standards that are relevant to the project and how they will be satisfied

6. **Quality Assurance:** Shall identify / describe the process / procedure for evaluating overall project performance on a regular basis to provide a high confidence level that the project will satisfy the relevant Quality Standards.

7. **Quality Control:** Shall identify / describe the processes for monitoring specific results to determine if they comply with the relevant Quality Standards and identify ways to eliminate or mitigate causes of unsatisfactory performance.

8. **Control of Outsourced Components and Services:** Shall identify plan for controlling quality of all outsourced material and services associated with this procurement. Shall be aligned with the production outsourcing plan.
### PART C – MODEL SUBCONTRACT

<table>
<thead>
<tr>
<th>Subcontract No.</th>
<th>Effective Date:</th>
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**Issued By:**
Washington River Protection Solutions, LLC  
P.O. Box 850  
Richland, WA 99352  

**Subcontractor:**
Insert Name and Address  

This Subcontract is effective as of , between Washington River Protection Solutions (WRPS) and ("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: Low Activity Waste Melter Fabrication, Assembly and Transport

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

3. **Contract Type:** Firm Fixed Price with economic Price adjustments

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>Phase</th>
<th>Description</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>Procuring LAW Melter materials and components, including long lead items, in accordance with production schedule</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>LAW Melter fabrication, testing, and shipping preparation</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.00</td>
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</table>

**Grand Total**

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<th>Total</th>
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<tbody>
<tr>
<td>$0.00</td>
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</tbody>
</table>
6. **Payment Terms:** As stated in Article 3.0, *Terms of Payment, of Supplemental Payment 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:

   Chris Franz, Procurement Specialist  
   Karen Fuentes, Procurement Specialist  
   Michael Voss, Manager, Material 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: Trent Fullmer  
   Phone: 509-376-2475  
   Mail Stop: H1-42

9. **Special Provisions**

9.1 **Negotiated Exceptions to General Provisions**

   The following exceptions/changes to the General Provisions or Supplemental Provisions are agreed to and incorporated into the Subcontract:

   1. TBD

9.2 **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. TBD  
   2. TBD

9.3 **Subcontracting Plan**

   The SUBCONTRACTOR's Subcontracting Plan dated [Insert Date] is hereby incorporated into and made a part of this Subcontract. Failure of the SUBCONTRACTOR to comply in good faith with the WRPS approved Subcontracting Plan shall be considered a breach of this Subcontract and shall be a basis for terminating this Subcontract. During the period of performance of this Subcontract, the SUBCONTRACTOR shall submit the Individual Subcontracting
9.4 Organizational Conflicts of Interest (DEAR 952.209-72) – Alternate 1 (Modified)

a) Purpose. The purpose of this clause is to ensure that the SUBCONTRACTOR (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

b) Scope. The restrictions described herein shall apply to performance or participation by the SUBCONTRACTOR and any of its affiliates or their successors in interest (hereinafter collectively referred to as “SUBCONTRACTOR”) in the activities covered by this clause as a subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

1) Use of SUBCONTRACTOR's Work Product.

i. The SUBCONTRACTOR shall be ineligible to participate in any capacity in Department of Energy (DOE) subcontracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the SUBCONTRACTOR’s performance of work under this Subcontract for a period of five years after the completion of this Subcontract. Furthermore, unless so directed in writing by the WRPS Procurement Representative, the SUBCONTRACTOR shall not perform any advisory and assistance services work under this Subcontract on any of its products or services or the products or services of another firm if the SUBCONTRACTOR is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the SUBCONTRACTOR from competing for follow-on subcontracts for advisory and assistance services.

ii. If, under this Subcontract, the SUBCONTRACTOR prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the SUBCONTRACTOR shall be ineligible to
perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The SUBCONTRACTOR shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the DOE contracting officer or the WRPS Procurement Specialist, in which case the restriction in this subparagraph shall not apply.

iii. Nothing in this paragraph shall preclude the SUBCONTRACTOR from offering or selling its standard and commercial items to the Government.

2) Access to and use of information.

i. If the SUBCONTRACTOR, in the performance of this Subcontract, obtains access to information, such as WRPS or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the SUBCONTRACTOR agrees that without prior written approval of the WRPS Procurement Specialist it shall not:

A. use such information for any private purpose unless the information has been released or otherwise made available to the public;

B. compete for work for WRPS or the DOE based on such information for a period of six (6) months after either the completion of this Subcontract or until such information is released or otherwise made available to the public, whichever is first;

C. submit an unsolicited proposal to WRPS or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

D. release such information unless such information has previously been released or otherwise made available to the public by the DOE.

ii. In addition, the SUBCONTRACTOR agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or
financial information under this Subcontract, it shall treat such information in accordance with any restrictions imposed on such information.

iii. The SUBCONTRACTOR may use technical data it first produces under this Subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this Subcontract.

c) Disclosure after award. (1) The SUBCONTRACTOR agrees that, if changes, including additions, to the facts disclosed by it prior to award of this Subcontract, occur during the performance of this Subcontract, it shall make an immediate and full disclosure of such changes in writing to the WRPS Procurement Specialist. Such disclosure may include a description of any action which the SUBCONTRACTOR has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. WRPS may, however, terminate the Subcontract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the WRPS Procurement Specialist, WRPS may terminate this contract for default.

d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, WRPS may terminate the Subcontract for default, disqualify the SUBCONTRACTOR from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Subcontract.

e) Waiver. Requests for waiver under this clause shall be directed in writing to the WRPS Procurement Specialist and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of WRPS and the Government, the WRPS Procurement Specialist may grant such a waiver in writing.

f) (1) The SUBCONTRACTOR shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms “contract,” “contractor,” and “contracting officer” shall be appropriately modified to preserve the Government's rights.
(2) Prior to the award under this Subcontract of any such lower-tier subcontracts for advisory and assistance services, the SUBCONTRACTOR shall obtain from the proposed lower-tier subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the lower-tier subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the SUBCONTRACTOR. If the conflict cannot be avoided or neutralized, the SUBCONTRACTOR must obtain the approval of the WRPS Procurement Specialist prior to entering into the lower-tier subcontract.

9.5 Limitation of Funds

Although the parties hereto have negotiated a Subcontract value of $TBD for the Subcontract, WRPS and the SUBCONTRACTOR realize that sufficient funds for the full scope of the Work are not available. It is anticipated, additional funds will be obligated to this Subcontract until the total estimated price of said Subcontract is obligated. The currently authorized funding value is $TBD and shall not be exceeded prior to a Subcontract Modification being awarded by the WRPS authorized personnel increasing the funding value.

9.6 Limitation of Funds – Fiscal Year Limitation

Of the Total value of this order, $TBD is available during Fiscal Year TBD ending September 30, TBD. Supplier agrees to adhere strictly to the delivery schedule listed elsewhere in this order. Any materials delivered before the dates specified in this order will not be accepted by WRPS and will be returned to the supplier.

9.7 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.*

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

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

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

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

### 9.9 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.

### 10.0 QA/Inspection Requirements

#### 10.1 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.

10.2 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 QAR, edition 2008 & 2009. 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.

10.3 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.

10.4 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.

10.5 Supplier Use of Commercial Off the Shelf (COTS) Software

(B15)
The Supplier shall submit the following documentation for all engineering analysis/design, data analysis/reduction, and engineering/environmental modeling commercial-off-the-shelf (COTS) software\textsuperscript{1} (application) used in the performance of work listed in the Procurement documents.

1. Description of the COTS software, including:

a. Manufacture's name and address,
b. COTS application's title and version identifier
c. Operating system and hardware platform that will be used,
d. Manufacture's Technical Specifications or other published description of the COTS application's theoretical basis of operation conceptual/mathematical models.

2. Standard data set(s) used to verify operation of the COTS application.

a. Data sets shall cover each function or mode of operation which will be used during the performance of the work listed in the procurement documents
b. When the COTS application’s range of operation cannot be verified by a single data set, the Supplier shall submit, as a minimum, data sets covering the upper and lower thirds of its range.
3. The results expected from standard data set(s) including the basis for accepting the standard data expected results, such as:

- Comparison with hand calculations,
- Comparison with calculations using comparable proven problems,
- Comparison with information from published data,
- Comparisons with other validated computer programs, or
- Comparisons with experiments and tests.

4. The output generated by the COTS application using the standard data set(s). This output shall include a statement warranting that the output accurately reflects the use of the standard data set(s) with the COTS application. The statement shall be on the Supplier's letterhead and signed, with printed name, by an authorized agent of the Supplier.

When required by the procurement documents verification of the COTS application operation using the submitted standard data set(s) shall be witnessed a Buyer's representative.

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

1 COTS software refers to an existing application which will be implemented on a standard operating system without the need for modification of its executable/object code.

10.6 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.

10.7 Certified Electrical Inspector (Non-NEC IAEI)

(B17) Rev. 0 02/2/07

Supplier personnel performing electrical inspections/tests shall be certified in accordance with the requirements specified in NQA-1 or another recognized national code or standard. Such codes or standards shall require the evaluation of
the candidate’s education, experience, training, physical requirements and; either test
results or capability demonstration. The inspection/test personnel shall be reevaluated &
recertified at periodic intervals not to exceed 3 years.

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


2. Evidence inspector has performed an electrical inspection within the past year, e.g. Past
inspection reports or an affidavit by the supplier’s quality representative whom is not the same
person as the inspector.

3. A current visual acuity examination. This exam must be performed annually.
Approval shall be obtained from the Buyer prior to start of fabrication.

10.7 Supplier Use of Spreadsheet Calculations Using Commercial-Off-The-Shelf Software

(B18) Rev 0 02/2/07

The Supplier shall submit the following documentation for all spreadsheets used to
perform mathematical calculations in the performance of work listed in the
procurement documents.

1. Description of the commercial-off-the-shelf (COTS) software application
used to develop/run the spreadsheet, including:

   a. Manufacture’s name and address,
   b. COTS spreadsheet application’s title and version identifier
   c. Operating system and hardware platform that will be used,

2. An electronic copy of the spreadsheet(s).

3. Description of the calculations, mathematical formulas, and embedded
data used in the spreadsheet(s).

4. Standard data set(s) used to verify operation of the spreadsheet
application.

   a. Data sets shall cover each calculation/function which will be used
during the performance of the work listed in the procurement
documents.

   b. When the spreadsheet’s range of calculations cannot be verified by
a single data set, the Supplier shall submit, as a minimum, data sets covering the upper and lower thirds of its range.

5. The results expected from the standard data set(s), including the basis for accepting the standard data expected results, such as:
   a. Comparison with hand calculations,
   b. Comparison with calculations using comparable proven problems,
   c. Comparison with information from published data.

6. The output generated by the spreadsheet using the standard data set(s). This output shall include a statement warranting that the output accurately reflects the use of the standard data set(s) with the spreadsheet. The statement shall be on the Supplier’s letterhead and signed, with printed name, by an authorized agent of the Supplier.

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

10.9 Nonconformance Documentation and Reporting

(B22) 02/23/2010

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.

A Supplier Nonconformance exists when:

(1) A Purchaser’s technical or material requirement, or a requirement in a Purchaser approved Supplier document is violated; and

(2) The nonconformance cannot be corrected by continuation of the original manufacturing process or by rework; or

(3) The item does not conform to the original requirement but can be restored to a condition such that the capability of the item to function is unimpaired.
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.

**10.10 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.

**10.11 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.
10.12 Nondestructive Examination Process

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.

10.13 Identification of items with Part number/Model Number

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.

10.14 Identification of Items

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.

10.15 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.

10.16 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.

10.17 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.

10.18 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.

10.19 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.
10.20 Nationally Recognized Testing Laboratory (NRTL) Listed or Labeled

(B65) Rev 3 12/2/08

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).

A. All electrical equipment installed as part of this contract must comply with the National Electric Code (NEC), NFPA 70 and where applicable ANSI C2 (NESC). The Buyer reserves the right to inspect electrical equipment and installations. Contractor is responsible for notifying Buyer when installations are available for inspection.

B. Electric motors shall be manufactured and tested in accordance with NEMA MG-1 as applicable, or listed by an organization currently recognized by OSHA as an NRTL. Documentation of NEMA MG-1 compliance shall be made available to the Buyer upon request.

C. Electrical equipment and devices for which there is a UL category code identifying product categories must be Listed or Labeled by an OSHA recognized NRTL.

1. The Canadian Standard Association (CSA) marking is currently recognized by OSHA as an NRTL when the label includes “US” or “NRTL” subscript.
2. The European Union “CE” marking, Directive 93/68EEC, is not currently recognized by OSHA as an NRTL marking.
3. The International Electrotechnical Commission (IEC) Standard 60529 for enclosures, (IPxx), is not currently recognized by OSHA as an NRTL label.

Note: for a list of approved NRTLs, see http://www.osha.gov/dts/otpca/nrtl/

D. Electrical equipment for which there is no listing category must be evaluated or tested using a method submitted to and approved by the Buyer prior to delivery of the equipment. A Field Evaluation performed by an NRTL prior to delivery is the preferred method for buyer approval.

E. Electrical equipment is also subject to the “Counterfeit Suspect Item Program.”
10.21 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. 
   
   [Suspect Bolt Head Marking Card]
   [Suspect Stainless Steel Fastener Headmark List]

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.

10.22 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.

10.23 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 non-conformances.

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.

### 10.24 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.*
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 indicated with a “*” is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:


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<td>Government Property Transfer Form (GPTF)</td>
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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.

**Authorizing Signatures:**

Subcontractor: Washington River Protection Solutions,

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<thead>
<tr>
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<th>Date</th>
<th>Title</th>
<th>Phone: ( )</th>
<th>Date</th>
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<tbody>
<tr>
<td>Chris Franz</td>
<td>Phone: (509) 376-8050</td>
<td>Procurement Specialist</td>
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