January 5, 2016 2DB00-RLF-16-002

Dear Offeror's:

SOLICITATION NUMBER 284836 "IMPLEMENTATION SUPPORT FOR VENTYX ESOMS SOFTWARE"

Washington River Protection Solutions, LLC (WRPS) requests proposals for Implementation Support for Ventyx eSOMS Software. The requested work is in support of WRPS's Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

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

The proposal is due by 2:00 p.m. on January 18, 2016 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Ricky Franzen

Ricky Franzen,
Procurement Specialist

Attachment

SOLICITATION 284836

CONTENTS

PART A – SOLICITATION 3
1.0 Introduction 3
1.1 Buyer Not Obligated – Irregularities and Notifications 3
1.2 Solicitation Amendments 3
2.0 Proposal Submittal 3
2.1 Deadline 3
2.2 Identification and Delivery 3
2.3 Withdrawal 4
2.4 Questions/Comments Regarding the Solicitation 4
2.5 Lowest-Price, Technically-Acceptable (LPTA) Selection Process 4
2.6 General Proposal Requirements 4
2.7 Acceptance of Terms and Conditions 5
2.8 Proposal Validity Period 6
2.9 Document Transmittal – Master Submittal Register 6
3.0 Notices 6
3.1 North American Industry Classification System (NAICS) Code and Size Standard 6
PART B – SOLICITATION EXHIBITS 7
EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM 8
EXHIBIT 2. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE 10
EXHIBIT 3. PAST PERFORMANCE 12
EXHIBIT 4. AGREEMENT EXCEPTIONS 13
PART C – MODEL SUBCONTRACT 14

PART A – SOLICITATION

1.0 Introduction

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a time and material type of subcontract to provide Implementation Support for Ventyx eSOMS Software. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 Buyer Not Obligated – Irregularities and Notifications

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

1.2 Solicitation Amendments

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

2.0 Proposal Submittal

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original and one (1) copies via U.S. Postal Service or delivery service Identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

2.1 Deadline

The proposal is due by 2:00 p.m. on January 18, 2016.

2.2 Identification and Delivery

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

Response to Solicitation No. 284836
Ricky Franzen, MSIN B8-07

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

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

1820 Terminal Drive
Richland, WA 99354

Procurement Specialist Contact Information:

Name:	Ricky Franzen
Phone Number:	509-373-7141
Email Address:	Ricky_L_Franzen@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 January 12, 2016. The Offeror shall transmit questions and comments via e-mail per Section 2.2 above. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

2.5 Lowest-Price, Technically-Acceptable (LPTA) Selection Process

WRPS will award a subcontract to the responsible offeror whose proposal is the lowest price and technically acceptable, price and other factors considered. Proposals will be screened using the pass/fail evaluation factors identified below, based on the qualifications demonstrated within the offer. Non-cost/price evaluation factors, when combined, are less important than price. Proposals will be screened using the following factors:

- The subcontractor shall have demonstrated experience implementing enterprise level software applications, especially in a government or nuclear environment. Proposal Instructions.
- Demonstrated knowledge of Microsoft SQL Server Management and the Ventyx eSOMS product.

2.6 General Proposal Requirements

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

2.6.1 Volume I – Technical Proposal

WRPS will evaluate Offeror's technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror's proposal must contain a brief discussion of its technical qualifications and capabilities. This discussion should also briefly address:

- An acknowledgement that the Statement of Work is fully understood and that Offeror has resources qualified to perform the work.
- Past Performance Experience and Data.
- Firm's capabilities and resources for completing the requirements.
- Resumes of proposed personnel
- 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.

2.6.2 Volume II – Business and Price Proposal

Please provide detailed description on cost/pricing information (i.e., hourly rate breakdown). Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

2.6.2.1 Representations and Certifications

WRPS requires the electronic submission of the Representations and Certifications through its vendor registration web site. To start the submission, the offeror will need to be registered with WRPS and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at WRPS_Procurement@rl.gov

For this solicitation, an offeror is required to have an electronic Representations and Certifications on file with WRPS for the North American Standard Coding System (NAICS) code identified in the paragraph entitled "North American Industry Classification System (NAICS) Code and Size" below. The certification of a specific NAICS code will be valid for twelve (12) months from its submission. If the offeror's business conditions change within the twelve (12) month validity period, the offeror shall submit an updated Representations and Certification prior to submittal of the proposal.

2.7 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.

2.7.1 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.

2.8 Proposal Validity Period

Offeror's proposal shall remain firm for 30 days after the proposal due date.

2.9 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.

3.0 Notices

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

The Buyer has determined that North American Industry Classification System (NAICS) Code 541513 *Computer Facilities Management Services* applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is $27.5M.

PART B – SOLICITATION EXHIBITS

Exhibit	Description
1	Cost Proposal Form (with instructions)
2	Organizational Conflict of Interest Disclosure
3	Past Performance Data Form
4	Agreement Exceptions

EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM

LABOR

Line	Description	Est. Hours	Fully Burdened Rate	Total
1				$ -
2				$ -
3				$ -
4				$ -
5				$ -
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
			Labor Subtotal	$ -

OTHER DIRECT COSTS (ODC's)

Line	Description	Qty.	Unit Rate	Total
1				$ -
2				$ -
3				$ -
4				$ -
5				$ -
6				$ -
			Applicable Sales Tax	$ -
			ODC Subtotal	$ -

GRAND TOTAL **$ -**

INSTRUCTIONS FOR COMPLETING THE PRICE PROPOSAL FORM

A. The Compensation Schedule is a Word Document that has Excel worksheets embedded in it. To use the Excel portion of the document, double-click on any of the grayed areas. The Solicitation Compensation Schedule may be converted to a Subcontract Compensation Schedule if the Tank Operating Contractor (WRPS) makes an award.

B. Under "Labor," enter the proposed names or labor categories as well as the estimated hours, and fully burdened rates. Lines in the spreadsheet can be added or deleted as needed. The totals are automatically computed.

C. Under "Other Direct Costs," include any proposed costs as described in Article 1.2 of the Supplemental Provisions – Time & Material/Labor Hour Contract Type. Proposed subcontractor labor is to be specified in this section to include name or labor category, estimated hours, unit rate, and proposed total. Also, include any proposed travel in sufficient detail to allow WRPS to evaluate and determine that proposed costs are consistent with the Federal Travel Regulations.

D. The WRPS Direct Pay Permit will not apply to the resultant subcontract/purchase order. Therefore, the Offeror's price shall include all applicable Federal, State, county, municipal, or other taxes. For information relating to Sales and Use Tax in Washington State please reference the following website: http://dor.wa.gov/content/home/. Offeror shall list separately, in this Compensation Schedule, any such tax applicable to any goods/service payable by WRPS.

E. This form may be modified to add additional labor categories and multiple pages may be used to show additional option years.

EXHIBIT 2. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

Rev. 2 4/14/06

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 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. [See section 401, Pub. L. 95-39 (42 U.S.C. 5918(a)) and section 10, Pub. L. 95-70 (15 U.S.C. 789(a)) for specific requirements.]

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) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. 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 3. PAST PERFORMANCE

Rev. 0 1/1/03

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.

CLIENT NAME **CONTACT NAME** **TELEPHONE NO.**	**CONTRACT NO.** **CONTRACT DATE**	**START DATE** **END DATE** **CONTRACT VALUE**	**CONTRACT TERMINATED?** (Y/N) *Explain in attachment*

NAME AND ADDRESS OF OFFEROR	**NAME OF SIGNER**
	TITLE OF SIGNER
OFFEROR *(Signature of person authorized to sign)*	**DATE**

EXHIBIT 4. 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.

NAME AND ADDRESS OF OFFEROR	**NAME OF SIGNER**
	TITLE OF SIGNER
OFFEROR *(Signature of person authorized to sign)*	**DATE**

PART C – MODEL SUBCONTRACT

Subcontract No. TBD	Effective Date: TBD
Issued By: Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352	Subcontractor: TBD

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

1. **Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: *Implementation Support for Ventyx eSOMS Software*.
2. **Period of Performance:** The Subcontract period of performance is specified as: *Date of award thru September 30, 2016*
3. **Contract Type:** time and materials
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 in the attached Compensation Schedule consistent with the payment provisions of this Subcontract.
6. **Payment Terms:** As stated in *Article 3.0, Terms of Payment, of Supplemental Provisions*, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.
7. **Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:

   Ricky Franzen, Procurement Specialist

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

   Name: TBD

   Phone: (509) -

9. Special Provisions

9.1 Option to Extend the Term of the Subcontract

This Subcontract includes the option(s) to extend the term identified herein. The total period of performance of the Subcontract includes the base period plus the optional period(s) exercised by WRPS. WRPS will exercise the option(s) by providing written notice to the SUBCONTRACTOR prior to expiration of the current effective period.

Option 1 – October 1, 2016 thru September 30, 2017

Option 2 - October 1, 2017 thru September 30, 2018

9.2 Prior Written Permission Required For Travel

SUBCONTRACTOR travel shall be approved by the BUYER's authorized procurement representative prior to arranging, conducting, and/or incurring travel expenses by SUBCONTRACTOR or the SUBCONTRACTOR's employees.

9.3 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.

9.4 Service Contract Act Wage Determination

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA). In accordance with the SCA, the SUBCONTRACTOR shall pay service employees, employed in the performance of this Subcontract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

During the term of this Subcontract, WRPS may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at http://www.oalj.dol.gov/libdot.htm>

9.5 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.

Master Submittal Register (MSR) Form A-6005-317 is included as an attachment to the Subcontract and identifies the required SUBCONTRACTOR submittals. SUBCONTRACTOR information shall be transmitted using TOC Incoming Letter of Transmittal (form A-6005-315) to the address indicated therein.

Submittals may be transmitted electronically to TOCVND@rl.gov or a BUYER designated File Transfer Protocol (FTP) site. For electronic transmittals, all transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description. Document submissions shall **not** include password protected files.

10. List of Subcontract Attachments

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

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

http://www.hanford.gov/tocpmm/page.cfm?page=11

Attachment No.	Title	Revision	Date
1	Statement of Work	0	01/05/2016
2	Preliminary Hazard Analysis – *PHA ID 32*	n/a	10/01/2014
3	Compensation Schedule		
4	General Provisions	3	06/21/2011
5	Supplemental Provisions *T&M/Labor Hour Contract Type*	2	10/30/2012
6	On-Site Work Provisions	2	03/25/2011
7	Master Submittal Register (MSR)	0	01/05/2016
8	TOC Incoming Letter of Transmittal	7	n/a
9	Service Contract Act Wage Determination 05-2569	19	12/29/2015

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, LLC
DO NOT SIGN	
_____	_____
Name Date	Ricky Franzen
Title	Procurement Specialist
Phone: ( ) -	Phone: (509) 373-7141