

**Request for Proposal Number 278103**

<b>Issued by:</b> Battelle Battelle Boulevard, K8-03 P.O. Box 999 Richland, WA 99352-0999 USA	<b>Ship To address:</b> PO#: XXXXXX Battelle for US DOE 790 6th Street Richland, WA 99354 United States
<b>Contracts Specialist:</b> Name: Stacey Petersen Telephone Number: 509/371-6208 Fax Number: 509/371-6613 Email: stacey.petersen@pnnl.gov	<b>Anticipated Freight Terms:</b>
<b>Proposal Due Date:</b> 9/5/2014	<b>Required Delivery Date:</b> September 30, 2015
<b>Payment Terms:</b> Net 30	<b>Anticipated Contract Type:</b> Labor Hour Time and Material

<b>Offer</b>		
We offer to sell the items (or alternate items as specified) at the prices indicated, on the terms and conditions stated and the referenced General Provisions which will be a part of any resulting contract.		
<b>Offeror shall sign and return with the submitted response</b>		
Firm Name	Telephone Number	Fax Number
Offer Date	Email Address	
Name	Title	
Signature		

This is a Request for Proposal for Instructional System Design Support to the U.S. Department of Energy, Second Line of Defense Program's Training, Technical Exchanges, Workshops and Exercises Functional Areas.. Proposals should be initially submitted on the most favorable price and technical terms which can be offered because of the possibility that award will be made without discussion of proposal received.

In response to this request, a quotation with all information requested shall be provided. Quotations shall include unit and total prices for meeting the stated required delivery date.

**Statement of Work**

The enclosed Statement of Work outlines the services required.

**Additional Requirement(s)**

Offerors shall note that any resulting contract shall include the following additional requirement(s):

**Controlled Unclassified Information (CUI)** (cl 308 -- June 2012)

Contractor agrees to properly handle all Controlled Unclassified Information (CUI) that Contractor may have access to or generate under the performance of this Contract. CUI may include 1) Applied Technology Information; 2) Naval Nuclear Propulsion Information (NNPI); 3) Official Use Only Information (OUO); 4) Personally Identifiable Information (PII); 5) Unclassified Controlled Nuclear Information

(UCNI); 6) Battelle Business Sensitive Information; 7) Battelle Strictly Private Information; 8) other unclassified information requiring special handling, e.g., For Official Use Only (FOUO), Sensitive Security Information (SSI), Confidential Foreign Government Information Modified Handling Authorized (C/FGI-MOD), and Safeguards Information (SGI); or 9) facts, data, or knowledge for which the disclosure, loss, misuse, alteration, or destruction could adversely affect Battelle and Federal government interests. Contractor is responsible to properly identify, mark, protect, store, and destroy any and all CUI in accordance with applicable Battelle, DOE and Federal agency policy.

### **Environment, Safety and Health Requirements**

Offerors shall note that any resulting contract shall include the following provision:

#### **Environment, Safety, and Health Requirements - PNNL Work Sites (AHA) *(cl3113a -- Nov 2013)***

- A. In performing any work under this contract on property or facilities owned or controlled by Battelle that are identified as PNNL Work Sites (hereinafter "onsite"), the Contractor shall comply with all applicable federal, state and local environment, safety, and health laws and regulations. The Contractor shall also comply with 10 CFR 851, DOE Worker Safety and Health Program, and DEAR 970.5223-1, Integration of Environment, Safety and Health (ES&H) into Work Planning and Execution (Dec. 2000). In order to comply with the requirements of 10 CFR 851 and DEAR 970.5223-1, the Contractor shall be guided by the principles set forth below.
- B. The Contractor shall perform work safely and in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes. The Contractor shall, in the performance of work, ensure that-
1. Line management is responsible for the protection of employees, public, and the environment. Line management includes those contractor and subcontractor employees managing and supervising employees performing work.
  2. Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
  3. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities, and shall retain records respecting such competency and qualifications, making them available upon request.
  4. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  5. Before work is performed, the associated hazards are evaluated and a set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  6. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
- C. The Contractor, relative to the Statement of Work and contract specifications, shall be able to demonstrate through documentation and work practices that its performance of work under this contract -
1. Fulfilled the scope of work as outlined in this contract
  2. Identified and analyzed specific, task-level hazards associated with the work

3. Developed and implemented hazard controls related to the hazards
  4. Allowed the performance of work within the controls
  5. Provided feedback to Battelle and Contractor employees on adequacy of hazard controls
- D. The Contractor shall work in accordance with a DOE-approved Worker Safety and Health Program (also referred to in the DEAR as a Safety Management Plan) as described below:
1. The Contractor shall demonstrate well-established safety protocols applicable to the scope of work and consistent with the required elements stated in this clause. Prior to the initiation of any onsite work, the Contractor shall either-
    - a. Accept and incorporate Battelle's PNNL Contractor Environment Safety and Health (CES&H) Manual as its own. The Battelle Contracts Representative can provide a hard copy of the manual upon request. In those cases where the Contractor's onsite activities are limited to an office or meeting environment, with no additional or unusual hazards, the CES&H Manual requirements can be met through review of the Visitor Orientation Pamphlet. Both the CES&H Manual and the Visitor Orientation Pamphlet are available on-line at <http://www.pnnl.gov/contracts/Forms.aspx?area=Procurement>.
    - b. Submit its own 10 CFR 851 and DEAR 970.5223-1 compliant Worker Safety and Health Program (WSHP) document to the Battelle Contracts Representative. The Battelle Contracts Representative will coordinate the review and approval of the program document by DOE. The Contractor will be notified by the Battelle Contracts Representative of the program document's approval by DOE. Acceptance of the Contractor's program document will be at the sole discretion of DOE.
  2. The Contractor will be provided a completed Acquisition Hazard Assessment (AHA) checklist by the Battelle Technical Oversight Representative prior to initiation of Contractor's onsite work. The AHA incorporates elements of effective job planning. Elements include identifying: the scope of work to be performed; potential hazards to Battelle and Contractor staff, the public and environment created by the work performed; hazard control methods and mitigation; and mechanisms to evaluate the adequacy of those controls. The AHA is a key control process in the safe conduct of work at Battelle. The Contractor is expected to possess the completed AHA in order to access Battelle property or facilities and initiate work.
- E. The Contractor shall perform the following additional hazard identification tasks consistent with an approved WSHP:
1. The Contractor shall be responsible for identifying all potential occupational exposures that its employees and the employees of its lower-tier subcontractors will be exposed to while performing any work under this contract.
  2. The Contractor shall assure that its employees and those of any lower-tiered subcontractor are medically qualified to perform work associated with any potential occupational exposures that have been identified. Medical qualification and medical surveillance programs are the sole responsibility of the Contractor. In addition, the Contractor is responsible for maintaining any records associated with the administration of these programs.
  3. For each of its employees and each of its lower-tier subcontract employees that the Contractor has identified as having potential occupational exposures that require enrollment in a medical surveillance or medical qualification program, the Contractor shall provide its Occupational Medical provider with the following information:
    - a. Current information about actual or potential work-related site hazards (chemical, radiological, physical, biological, or ergonomic);
    - b. Employee job-task and hazard analysis information, including essential job functions;
    - c. Actual or potential work-site exposures of each employee; and
    - d. Personnel actions resulting in a change of job functions such that a change of hazards, or exposures results.

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4. For each of its employees and each of its lower-tier subcontract employees, a copy of the exposure information provided to the Contractor's occupational medical provider shall be submitted to the Battelle Contracts Representative and approved by Battelle before any of these employees begin work under this contract.
- F. The Contractor shall notify the Battelle Contracts Representative immediately of any OSHA-recordable injuries/illnesses, any "off-normal occurrences," or Government property damaged, that the Contractor determines to have occurred in the course of operations onsite and shall furnish such further information as the Battelle Contracts Representative may require. An "off-normal occurrence" is any unplanned or unexpected event, including near misses, or the discovery of a deficiency in a procedure, plan, or system that has real or potentially undesirable consequences to personnel, equipment, facilities, the environment, and/or programs.
  - G. The Contractor's onsite ES&H activities will be subject to review by the Technical Oversight Representative of this contract. Other representatives of Battelle may conduct periodic inspections of the Contractor's equipment, work and storage areas for compliance with the applicable ES&H requirements. The Battelle Contracts Representative will notify the Contractor by a written Notice of Non-compliance of any observed non-compliance with applicable ES&H requirements. The Contractor shall immediately take appropriate corrective action. The Contractor shall advise the Battelle Contracts Representative, in writing, within five (5) working days of the corrective action taken on any safety non-compliance noted on the written Notice of Non-compliance. If the Contractor fails or refuses to correct the safety non-compliance, Battelle may perform, or cause to be performed, the necessary corrective work and unilaterally charge the Contractor for the cost thereof. Such charges will be deducted from payments otherwise due the Contractor under this contract.
  - H. The Contractor shall promptly evaluate and resolve any non-compliance with applicable ES&H requirements. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment, or health and safety of employees or the public, the Battelle Contracts Representative may issue an order stopping work in whole or in part and the Contractor shall be liable for the delay and any costs thereby incurred. Any stop-work order issued by Battelle under this clause (or issued by the Contractor to a subcontractor in accordance with this clause) shall be without prejudice to any other legal or contractual rights of Battelle. In the event that the Battelle Contracts Representative issues a stop-work order, an order authorizing the resumption of the work may be issued at the discretion of the Battelle Contracts Representative. The Contractor shall not be entitled to an extension of time, or additional cost or fee, or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
  - I. Employee Concerns Program
    1. The Contractor, its agents, employees or subcontractors, are entitled to use the Battelle Employee Concerns Program and Hotline (509) 375-3999. The Hotline operates 24 hours per day, 7 days a week. Messages may be left anonymously, and all concerns are handled with confidentiality to the maximum extent possible. Employee concerns may also be submitted in writing to the Battelle Employee Concerns Office, Battelle, Pacific Northwest National Laboratory, P.O. Box 999, K1-42, Richland, Washington, 99352, or in person at the Staff Concerns Office, Battelle's Research Operation Building during normal business hours, Monday through Friday 7:30 a.m. to 4:30 p.m.
    2. For the purpose of this document, allegations, concerns, and complaints are handled in a like manner and are referred to collectively as "employee concerns." A concern can consist of a declaration, statement, or assertion of impropriety or inadequacy on the part of one's employer or others at a DOE Site that has affected (or threatens to affect) aspects of operations, such as the environment, health, safety, quality, or security, and may include fraud, mismanagement, waste, or abuse of authority.

3. No retaliation or retribution shall be taken toward any individual as a result of filing an employee concern consistent with 10 CFR 708.

J. Civil Penalties and Indemnification

1. The 2002 Bob Stump National Defense Authorization Act amended the Atomic Energy Act by adding section 234C "Worker Health and Safety Rules for Department of Energy Nuclear Facilities." It required DOE to promulgate a worker safety and health rule, published in the Federal Register on February 9, 2006, as 10 CFR 851. It establishes worker safety and health requirements that govern the conduct of contractor activities at both nuclear and non-nuclear DOE Sites. Contractors that fail to comply with the Rule are subject to civil penalties or contract penalties.
2. The Contractor assumes full responsibility and shall indemnify, hold harmless, and defend Battelle, its directors, officers, and employees from any civil or contractual liability under section 234C of the Atomic Energy Act of 1954, as amended, or the implementing regulations, arising out of the activities of the Contractor, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Contractor's obligation to indemnify and hold harmless shall expressly include attorney fees and other reasonable costs of defending any action or proceeding instituted under section 234C or DOE's implementing regulations.

- K. The Contractor is responsible for its subcontractors' compliance with the ES&H requirements of this contract. The Contractor shall include a clause substantially the same as this clause in lower-tier subcontracts involving work at on property or facilities owned or controlled by Battelle that are identified as PNNL Work Sites. Such subcontracts shall provide for the right to stop work under the conditions described herein.

**Environmental Safety and Health - PNNL F&O Sponsored Work Sites (JPP/WEA/JSA)** *(cl. 3113b -- Nov 2013)*

- A. In performing any work under this contract on property or facilities owned or controlled by Battelle that are identified as PNNL Work Sites (hereinafter "onsite"), the Contractor shall comply with all applicable federal, state and local environment, safety, and health laws and regulations. The Contractor shall also comply with 10 CFR 851, DOE Worker Safety and Health Program, and DEAR 970.5223-1, Integration of Environment, Safety and Health (ES&H) into Work Planning and Execution (Dec. 2000). In order to comply with the requirements of 10 CFR 851 and DEAR 970.5223-1, the Contractor shall be guided by the principles set forth below.
- B. The Contractor shall perform work safely and in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes. The Contractor shall, in the performance of work, ensure that--
1. Line management is responsible for the protection of employees, public, and the environment. Line management includes those contractor and subcontractor employees managing and supervising employees performing work.
  2. Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
  3. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities, and shall retain records respecting such competency and qualifications, making them available upon request.
  4. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

5. Before work is performed, the associated hazards are evaluated and a set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  6. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
- C. The Contractor, relative to the Statement of Work and contract specifications, shall be able to demonstrate through documentation and work practices that its performance of work under this contract--
1. Fulfilled the scope of work as outlined in this contract
  2. Identified and analyzed specific, task-level hazards associated with the work
  3. Developed and implemented hazard controls related to the hazards
  4. Allowed the performance of work within the controls
  5. Provided feedback to Battelle and Contractor employees on adequacy of hazard controls
- D. The Contractor shall perform work in accordance with a DOE-approved Worker Safety and Health Program (also referred to in the DEAR as a Safety Management Plan) as described below:
1. The Contractor shall demonstrate well-established safety protocols applicable to the scope of work and consistent with the required elements stated in this clause. Prior to the initiation of any onsite work, the Contractor shall either--
    - a. Accept and incorporate Battelle's PNNL Contractor Environment Safety and Health (CES&H) Manual as its own. The Battelle Contracts Representative can provide a hard copy of the manual upon request. In those cases where the Contractor's onsite activities are limited to an office or meeting environment, with no additional or unusual hazards, the CES&H Manual requirements can be met through review of the Visitor Orientation Pamphlet. Both the CES&H Manual and the Visitor Orientation Pamphlet are available on-line at <http://www.pnnl.gov/contracts/Forms.aspx?area=Procurement>.
    - b. Submit its own 10 CFR 851 and DEAR 970.5223-1 compliant Worker Safety and Health Program (WSHP) document to the Battelle Contracts Representative. The Battelle Contracts Representative will coordinate the review and approval of the program document by DOE. The Contractor will be notified by the Battelle Contracts Representative of the program document's approval by DOE. Acceptance of the Contractor's program document will be at the sole discretion of DOE.
  2. The Contractor will be provided a completed Job Planning Package (JPP) and Workplace Exposure Assessment (WEA) in the Invitation for Bid (IFB) or Request for Proposal (RFP). The completed JPP and WEA, which are a part of this contract, incorporate elements of effective job planning and hazard identification. Elements include identifying: the scope of work to be performed; facility operating requirements; potential hazards to Battelle and Contractor staff, the public and environment created by the work performed; hazard control methods and mitigation; and mechanisms to evaluate the adequacy of those controls. The JPP and WEA are key control processes in the safe conduct of work at Battelle. The Contractor is expected to develop their work sequence and job safety analysis (JSA) including information provided within the JPP and WEA in order to access Battelle property or facilities and initiate work.
- E. The Contractor shall perform the following additional hazard identification tasks consistent with an approved WSHP:

1. The Contractor shall be responsible for identifying all potential occupational exposures that its employees and the employees of its lower-tier subcontractors will be exposed to while performing any work under this contract.
  2. The Contractor shall assure that its employees and those of any lower-tiered subcontractor are medically qualified to perform work associated with any potential occupational exposures that have been identified. Medical qualification and medical surveillance programs are the sole responsibility of the Contractor. In addition, the Contractor is responsible for maintaining any records associated with the administration of these programs.
  3. For each of its employees and each of its lower-tier subcontract employees that the Contractor has identified as having potential occupational exposures that require enrollment in a medical surveillance or medical qualification program, the Contractor shall provide its Occupational Medical provider with the following information:
    - a. Current information about actual or potential work-related site hazards (chemical, radiological, physical, biological, or ergonomic);
    - b. Employee job-task and hazard analysis information, including essential job functions;
    - c. Actual or potential work-site exposures of each employee; and
    - d. Personnel actions resulting in a change of job functions such that a change of hazards, or exposures results.
  4. For each of its employees and each of its lower-tier subcontract employees, a copy of the exposure information provided to the Contractor's occupational medical provider shall be submitted to the Battelle Contracts Representative and approved by Battelle before any of these employees begin work under this contract.
- F. The Contractor shall notify the Battelle Contracts Representative immediately of any OSHA-recordable injuries/illnesses, any "off-normal occurrences," or Government property damaged, that the Contractor determines to have occurred in the course of operations onsite and shall furnish such further information as the Battelle Contracts Representative may require. An "off-normal occurrence" is any unplanned or unexpected event, including near misses, or the discovery of a deficiency in a procedure, plan, or system that has real or potentially undesirable consequences to personnel, equipment, facilities, the environment, and/or programs.
- G. The Contractor's onsite ES&H activities will be subject to review by the Technical Administrator of this contract. Other representatives of Battelle may conduct periodic inspections of the Contractor's equipment, work and storage areas for compliance with the applicable ES&H requirements. The Battelle Contracts Representative will notify the Contractor by a written Notice of Non-compliance of any observed non-compliance with applicable ES&H requirements. The Contractor shall immediately take appropriate corrective action. The Contractor shall advise the Battelle Contracts Representative, in writing, within five (5) working days of the corrective action taken on any safety non-compliance noted on the written Notice of Non-compliance. If the Contractor fails or refuses to correct the safety non-compliance, Battelle may perform, or cause to be performed, the necessary corrective work and unilaterally charge the Contractor for the cost thereof. Such charges will be deducted from payments otherwise due the Contractor under this contract.
- H. The Contractor shall promptly evaluate and resolve any non-compliance with applicable ES&H requirements. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment, or health and safety of employees or the public, the Battelle Contracts Representative may issue an order stopping work in whole or in part and the Contractor shall be liable for the delay and any costs thereby incurred. Any stop-work order issued by Battelle under this clause (or issued by the Contractor to a subcontractor in accordance with this clause) shall be without prejudice to any other legal or contractual rights of Battelle. In the event that the Battelle Contracts Representative issues a stop-work order, an order

authorizing the resumption of the work may be issued at the discretion of the Battelle Contracts Representative. The Contractor shall not be entitled to an extension of time, or additional cost or fee, or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

I. Employee Concerns Program

1. The Contractor, its agents, employees or subcontractors, are entitled to use the Battelle Employee Concerns Program and Hotline (509) 375-3999. The Hotline operates 24 hours per day, 7 days a week. Messages may be left anonymously, and all concerns are handled with confidentiality to the maximum extent possible. Employee concerns may also be submitted in writing to the Battelle Employee Concerns Office, Battelle, Pacific Northwest National Laboratory, P.O. Box 999, K1-42, Richland, Washington, 99352, or in person at the Staff Concerns Office, Battelle's Research Operation Building during normal business hours, Monday through Friday 7:30 a.m. to 4:30 p.m.
2. For the purpose of this document, allegations, concerns, and complaints are handled in a like manner and are referred to collectively as "employee concerns." A concern can consist of a declaration, statement, or assertion of impropriety or inadequacy on the part of one's employer or others at a DOE Site that has affected (or threatens to affect) aspects of operations, such as the environment, health, safety, quality, or security, and may include fraud, mismanagement, waste, or abuse of authority.
3. No retaliation or retribution shall be taken toward any individual as a result of filing an employee concern consistent with 10 CFR 708.

J. Civil Penalties and Indemnification

1. The 2002 Bob Stump National Defense Authorization Act amended the Atomic Energy Act by adding section 234C "Worker Health and Safety Rules for Department of Energy Nuclear Facilities." It required DOE to promulgate a worker safety and health rule, published in the Federal Register on February 9, 2006, as 10 CFR 851. It establishes worker safety and health requirements that govern the conduct of contractor activities at both nuclear and non-nuclear DOE Sites. Contractors that fail to comply with the Rule are subject to civil penalties or contract penalties.
2. The Contractor assumes full responsibility and shall indemnify, hold harmless, and defend Battelle, its directors, officers, and employees from any civil or contractual liability under section 234C of the Atomic Energy Act of 1954, as amended, or the implementing regulations, arising out of the activities of the Contractor, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Contractor's obligation to indemnify and hold harmless shall expressly include attorney fees and other reasonable costs of defending any action or proceeding instituted under section 234C or DOE's implementing regulations.

- K. The Contractor is responsible for its subcontractors' compliance with the ES&H requirements of this contract. The Contractor shall include a clause substantially the same as this clause in lower-tier subcontracts involving work at on property or facilities owned or controlled by Battelle that are identified as PNNL Work Sites. Such subcontracts shall provide for the right to stop work under the conditions described herein

**Environment, Safety, and Health Requirements - DOE Sites (other than PNNL)** *(cl 3113c -- Nov 2013)*

- A. In performing any work under this contract on property or facilities owned or controlled by the United States Department of Energy (DOE), other than Pacific Northwest National Laboratory, the Contractor shall comply with all applicable federal, state and local environment, safety, and health laws and regulations. The Contractor shall also comply with 10 CFR 851, DOE Worker Safety and Health Program, and DEAR 970.5223-1, Integration of Environment, Safety and Health (ES&H) into Work Planning and Execution (Dec. 2000). In order to comply with the requirements of 10 CFR 851 and DEAR 970.5223-1, the Contractor shall be guided by the principles set forth below.

- B. The Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes. The Contractor shall, in the performance of work, ensure that:
1. Line management is responsible for the protection of employees, public, and the environment. Line management includes those contractor and subcontractor employees managing and supervising employees performing work.
  2. Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
  3. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities, and shall retain records respecting such competency and qualifications, making them available upon request.
  4. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  5. Before work is performed, the associated hazards are evaluated and a set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  6. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
- C. The Contractor, relative to the Statement of Work and contract specifications, shall be able to demonstrate through documentation and work practices that its performance of work under this contract
1. Fulfilled the scope of work as outlined in this contract
  2. Identified and analyzed specific, task-level hazards associated with the work
  3. Developed and implemented hazard controls related to the hazards
  4. Allowed the performance of work within the controls
  5. Provided feedback to Battelle and Contractor employees on adequacy of hazard controls
- D. The Contractor shall perform work in accordance with a DOE-approved Worker Safety and Health Program (also referred to in the DEAR as a Safety Management Plan) as described below:
1. The Contractor shall demonstrate well-established safety protocols applicable to the scope of work and consistent with the required elements stated in this clause. Prior to the initiation of any DOE Site work, the Contractor shall either:
    - a. accept and incorporate the cognizant DOE Site Contractor(s) approved Worker Safety and Health Program as its own. The Battelle Contracts Representative and/or Technical Administrator can assist in providing access to the controlling WSHP upon request, as well as a cognizant Point of Contact for the DOE Site where the work is being performed.
    - b. submit its own 10 CFR 851 and DEAR 970.5223-1-compliant Worker Safety and Health Program (WSHP) document to the Battelle Contracts Representative. The Battelle Contracts Representative will coordinate the review and approval of the program document by the cognizant DOE Field Office(s). The Contractor will be notified by the Battelle Contracts Representative of the program document's approval by DOE. Acceptance of the Contractor's program document will be at the sole discretion of DOE.
- E. The Contractor shall perform the following additional hazard identification tasks consistent with the applicable DOE-approved WSHP:

1. The Contractor shall be responsible for identifying all potential occupational exposures that its employees and the employees of its lower-tier subcontractors will be exposed to while performing any work under this contract.
  2. The Contractor shall assure that its employees and those of any lower-tiered subcontractor are medically qualified to perform work associated with any potential occupational exposures that have been identified. Medical qualification and medical surveillance programs are the sole responsibility of the Contractor. In addition, the Contractor is responsible for maintaining any records associated with the administration of these programs.
  3. For each of its employees and each of its lower-tier subcontract employees that the Contractor has identified as having potential occupational exposures that require enrollment in a medical surveillance or medical qualification program, the Contractor shall provide its Occupational Medical provider with the following information:
    - a. Current information about actual or potential work-related site hazards (chemical, radiological, physical, biological, or ergonomic);
    - b. Employee job-task and hazard analysis information, including essential job functions;
    - c. Actual or potential work-site exposures of each employee; and
    - d. Personnel actions resulting in a change of job functions such that a change of hazards, or exposures results.
  4. For each of its employees and each of its lower-tier subcontract employees, a copy of the exposure information provided to the Contractor's Occupational Medical provider shall be submitted to the Battelle Contracts Representative and approved by Battelle before any of these employees begin work under this contract.
- F. The Contractor shall notify the Battelle Contracts Representative immediately of any OSHA-recordable injuries/illnesses, any "off-normal occurrences," or Government property damaged, that the Contractor determines to have occurred in the course of operations on any DOE Site and shall furnish such further information as the Battelle Contracts Representative may require. An "off-normal occurrence" is any unplanned or unexpected event, including near misses, or the discovery of a deficiency in a procedure, plan, or system that has real or potentially undesirable consequences to personnel, equipment, facilities, the environment, and/or programs.
- G. The Contractor's ES&H activities on any DOE Site will be subject to review by the Technical Administrator of this contract. Other representatives of Battelle, DOE, or other DOE Site contractors may conduct periodic inspections of the Contractor's equipment, work and storage areas for compliance with the applicable DOE Site ES&H requirements. The Battelle Contracts Representative will notify the Contractor by a written Notice of Non-compliance of any observed non-compliance with applicable ES&H requirements. The Contractor shall immediately take appropriate corrective action. The Contractor shall advise the Battelle Contracts Representative, in writing, within five (5) working days of the corrective action taken on any safety non-compliance noted on the written Notice of Non-compliance. If the Contractor fails or refuses to correct the safety non-compliance, Battelle may perform, or cause to be performed, the necessary corrective work and unilaterally charge the Contractor for the cost thereof. Such charges will be deducted from payments otherwise due the Contractor under this contract.
- H. The Contractor shall promptly evaluate and resolve any non-compliance with the applicable DOE Site ES&H requirements. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment, or health and safety of employees or the public, the Battelle Contracts Representative may issue an order stopping work in whole or in part and the Contractor shall be liable for the delay and any costs thereby incurred. Any stop-work order issued by Battelle under this clause (or issued by the Contractor to a subcontractor in accordance with this clause) shall be without prejudice to any other legal or contractual rights of Battelle. In the event that the Battelle Contracts Representative issues a stop-work order, an order authorizing the resumption of the work may be issued at the discretion of the Battelle Contracts Representative. The Contractor shall not be entitled to an extension of time, or additional cost or fee, or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

## I. Employee Concerns Program

1. The Contractor, its agents, employees or subcontractors, are entitled to use the Battelle Employee Concerns Program and Hotline (509) 375-3999. The Hotline operates 24 hours per day, 7 days a week. Messages may be left anonymously, and all concerns are handled with confidentiality to the maximum extent possible. Employee concerns may also be submitted in writing to the Battelle Employee Concerns Office, Battelle, Pacific Northwest National Laboratory, P.O. Box 999, K1-42, Richland, Washington, 99352, or in person at the Staff Concerns Office, Battelle's Research Operation Building (ROB) during normal business hours, Monday through Friday 7:30 a.m. to 4:30 p.m.
2. For the purpose of this document, allegations, concerns, and complaints are handled in a like manner and are referred to collectively as "employee concerns." A concern can consist of a declaration, statement, or assertion of impropriety or inadequacy on the part of one's employer or others at a DOE Site that has affected (or threatens to affect) aspects of operations, such as the environment, health, safety, quality, or security, and may include fraud, mismanagement, waste, or abuse of authority.
3. No retaliation or retribution shall be taken toward any individual as a result of filing an employee concern consistent with 10 CFR 708.

## J. Civil Penalties and Indemnification

1. The 2002 Bob Stump National Defense Authorization Act amended the Atomic Energy Act by adding section 234C "Worker Health and Safety Rules for Department of Energy Nuclear Facilities." It required DOE to promulgate a worker safety and health rule, which was published in the Federal Register on February 9, 2006 as 10 CFR 851. It establishes worker safety and health requirements that govern the conduct of contractor activities at both nuclear and non-nuclear DOE Sites. Contractors that fail to comply with the Rule are subject to civil penalties or contract penalties.
2. The Contractor assumes full responsibility and shall indemnify, hold harmless, and defend Battelle, its directors, officers, and employees from any civil or contractual liability under section 234C of the Atomic Energy Act of 1954, as amended, or the implementing regulations, arising out of the activities of the Contractor, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Contractor's obligation to indemnify and hold harmless shall expressly include attorney fees and other reasonable costs of defending any action or proceeding instituted under section 234C or DOE's implementing regulations.

- K. The Contractor is responsible for its subcontractors' compliance with the ES&H requirements of this contract. The Contractor shall include a clause substantially the same as this clause in lower-tier subcontracts involving work at any DOE Site. Such subcontracts shall provide for the right to stop work under the conditions described herein.

## Contract Contents

Each proposal submitted shall include a statement of acceptance for the following General Provisions:

The General Provisions Applicable to Labor-Hour/Time and Materials Contracts, Form A-409.15-LH dated July 2014, apply and may be viewed at <http://www.pnnl.gov/contracts/contractdocuments.aspx>.

## Insurance

As required in the referenced General Provisions, a valid insurance certificate must be provided prior to any work performed on-site.

## Travel

Allowable costs for travel shall be determined in accordance with Federal Acquisition Regulation 31.205.46. Lodging will be reimbursed at actual expense subject to maximum per diem rules listed in the Federal Travel Regulations (FTRs); and meals and incidental expenses (M&IE) will be

reimbursed at a flat rate per day, not to exceed the limits specified for the geographical location in the FTRs. Also, the M&IE flat rate shall be prorated per the FTRs during the first and last day of travel. Contractors who claim an M&IE per diem allowance do not have to substantiate each meal expense but must demonstrate that the trip occurred with a receipt, such as an airline receipt or hotel folio, that indicates dates of travel. Notwithstanding the applicable regulation, only coach air fare will be reimbursed unless otherwise approved in writing by the Battelle Contracts Representative.

In instances where the Contractor is subject to OMB Circular A-21 or A-87, allowable costs for travel shall be determined in accordance with the appropriate regulation, provided the Contractor maintains an established travel policy consistent with that regulation. Notwithstanding the applicable regulation, only coach air fare will be reimbursed unless otherwise approved in writing by the Battelle Contracts Representative.

All foreign travel shall be approved in advance by Battelle, even if the contract amount included foreign travel costs. Requests for approval of each separate trip shall be submitted to the Battelle Contracts Representative no less than sixty days prior to a planned departure date.

### **Performance Schedule**

Offerors shall note that any resulting contract shall include the following provision for submittal of a Performance Schedule:

"Contractor shall provide a performance schedule identifying major production milestones and deliverables to accomplish the requirements of this contract. Contractor shall provide written, electronic status reports by the 15th of each succeeding month. If at any time the Contractor has reason to believe that a production milestone or delivery date may not be met, Contractor shall immediately notify the Battelle Contracts Representative in writing, outlining the milestone or delivery date in jeopardy, the reasons, and steps the Contractor will take to recover the schedule in order to meet delivery requirements."

### **Battelle Contracts Representative**

The Battelle Contracts Representative, Stacey Petersen, is the sole point of contact for any communications or questions regarding this acquisition

### **Solicitation Provisions**

In addition to the requirements outlined herein, the Solicitation Provisions, Form A-609-SP (November 2013), available at <http://www.pnnl.gov/contracts/contractdocuments.aspx> apply to this Request for Proposal.

### **Submission of Proposals**

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

Each proposal submitted should include:

- A. Completed Representation- Commercial form found at:  
<http://www.pnnl.gov/contracts/contractdocuments.aspx>
  - The NAICS code for section A.1 of the Representations and Certifications is 611710
  - The size standard for section A.2 is \$15.0 Million. (If a manufacturing NAICS code is used, a wholesale trade or retail trade business concern submitting an offer or quote is categorized as a "nonmanufacturer" and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406)
- B. A price offer with all information requested herein including the completed Certificate of Established Catalog or Market Price Form located at <http://www.pnnl.gov/contracts/contractdocuments.aspx>.

- C. If this proposal is for primarily for services submit a Technical Proposal that provides, but is not limited to, the offeror's approach to performance of the services outlined in the Statement of Work dated August 11, 2014; key assumptions; proposed key personnel including their educational and professional qualifications; proposed materials; proposed travel, including dates, duration and purpose of the travel; offeror's past experience in providing services of a similar nature and magnitude; and reference information, i.e., contact data, for other firms which the offeror has performed similar services.
- D. A Small Business Subcontracting Plan in accordance with the General Provision 52.219-9 (if applicable).

Proposals shall be delivered to Battelle on or before **9/5/2014** and shall be valid for a minimum of 120 days.

Proposals are preferred to be submitted via Email to [stacey.petersen@pnnl.gov](mailto:stacey.petersen@pnnl.gov) with a subject line that includes the words "Proposal to RFP 278103".

**Contract Award** (cl 600 -- Aug 2012)

Battelle may evaluate proposals received in response to this solicitation without discussion (initial proposals should contain the offeror's best price and technical terms). Contract award, if any, will be made to the responsive, responsible offeror whose evaluated proposal provides the lowest price after satisfying all the technical requirements of this solicitation.

Battelle may:

- A. reject any or all proposals;
- B. request clarification of minor irregularities, informalities or apparent clerical mistakes;
- C. waive minor irregularities, informalities or apparent clerical mistakes in offers received
- D. accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the proposal;
- E. award multiple contracts as a result of this solicitation;
- F. reject a proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than prices for some items and prices which are significantly overstated in relation to prices for other items, and if there is a reasonable doubt that the proposal will result in the lowest overall price to Battelle even though it may be the lowest evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment;
- G. conduct site visits to the home or field offices of offerors determined to be in the competitive range (offerors will be notified with the date and time of arrival, an outline of the duration of the visit and any assistant/information required);
- H. require oral presentations from any or all offerors, determined to be in the competitive range (offerors will be notified of the time and place for such presentation;
- I. request oral and/or written discussions;
- J. determine a competitive range, including all proposals that are judged to have a reasonable chance of being selected for award, and negotiate with all offerors within it. (In the event a competitive range is determined, it will be based solely on Battelle's judgment, and Best and Final Offers will be requested at the conclusion of negotiations); or
- K. negotiate only with a single offeror to further reduce the price paid if, in the judgment of Battelle after a review of the technical and price offers, only one offeror has a reasonable chance of being selected for award.

Funding is not fully obligated for this action. However, contract award is subject to Availability of Funds at the time of award.