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BATTELLE MEMORIAL INSTITUTE, PACIFIC NORTHWEST DIVISION'S REQUEST FOR PROPOSAL NUMBER 633764	
Issued By: Battelle Memorial Institute, Pacific Northwest Division 902 Battelle Boulevard Richland, WA 99352	Contracts Specialist: Name: Angela N.S. Welke Telephone Number: 509/375-2840 Email: angela.welke@pnnl.gov
Ship to Address: Contract Number: TBD Battelle for U.S. DOE 790 6th Street Richland, WA 99354 US	Anticipated Freight Terms: FOB-Destination Allowed Equipment shall be delivered FOB Richland, WA – Battelle Site (Destination); all charges shall be included (door-to-door Richland, WA – Battelle Site) in Offeror's total price. Note: If Foreign Shipped Item – FOB Point shall be Richland, WA – Battelle Site (Destination Duty Paid); all freight, duties, customs fees, freight forwarder fees; and all other taxes shall be included (door-to-door Richland, WA – Battelle Site) in Offeror's total price.
Proposal Due Date: April 01, 2021 at 4:00 p.m. Pacific Time	Required Delivery Date: August 31, 2021 Required Installation Completion Date: September 30, 2021
Questions Due Date: March 22, 2021 at 4:00 p.m. Pacific Time	Contract Type: Firm Fixed Price
Proposal Offeror proposes to sell the goods and/or services (or alternates as specified) at the prices indicated in accordance with the General Provisions, Statement of Work, DRAFT Contract, and other provisions/documents of the Request for Proposal. Offeror shall sign and return this page with their proposal.	
Firm Name:	Offeror's Point of Contact Name:
Title:	Telephone Number:
Email Address:	Proposal Date:
Payment Terms (check one or check and fill in "Other Discount"): <input type="checkbox"/> 2% 15, Net 30 <input type="checkbox"/> 3% 15, Net 30 <input type="checkbox"/> Net 30 <input type="checkbox"/> Other Discount _____	Signature:

1. INTRODUCTION/BACKGROUND

Battelle Memorial Institute, Pacific Northwest Division (Battelle) operates the Pacific Northwest National Laboratory (PNNL) for the U.S. Department of Energy and is authorized to issue this Request for Proposal (RFP). Throughout this document, the term "Contract" is used to refer to any resultant Battelle Contract. Captions are included in this document and Battelle's General Provisions for convenience of reference only and in no other way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

The Offeror shall propose its most favorable price and technical approach because of the possibility that award will be made without discussion of the proposal received.

Under no circumstances shall the recipient of this RFP contact any individual within Battelle (excluding contact with Battelle's Ombudsman [see RFP Additional Instructions/Information for Offeror section below]), other than the Contracts Specialist named above regarding this RFP.

2. SCOPE OVERVIEW

This is a Request for Proposal (RFP) for a High Performance Digital 400 MHz Solutions Nuclear Magnetic Resonance (NMR) Spectrometer Console and Probes. Appendix A: Technical Specification outlines the requirements for this solicitation.

DRAFT Contract: Offeror shall thoroughly review the attached DRAFT Contract and propose accordingly. It includes applicable language related to Scope, Environment, Safety, and Health Requirements and the role of the Technical Oversight Representative as well as other applicable language. The DRAFT Contract is provided for preliminary review

purposes and is an example of what the final Contract will include. The content of the DRAFT Contract is subject to change prior to execution of the final Contract.

NAICS: The North American Industry Classification System (NAICS) Code for this RFP is 334516. The stated size standard is 1,000 employees. The stated size shall be the sole determining factor as to classification (small or large business) of an Offeror. It is the responsibility of the Offeror to certify its size on the Representations and Certifications in their proposal. If a manufacturing NAICS code is used, a wholesale trade or retain trade business concern submitting a proposal is categorized as a "nonmanufacturer" and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406.

3. BASIS OF AWARD

Contract Award (cl 600 revised - July 2020)

Battelle may evaluate proposals received in response to this RFP without discussion (initial proposal should contain the Offeror's best price and technical terms).

Selection Method: Contract award, if any, will be made to the responsive and responsible Offeror whose evaluated proposal provides for the lowest price (prompt payment discount considered) after satisfying all the technical requirements of this RFP.

Rights Reserved: 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 RFP or the proposal;
- E. award multiple contracts as a result of this RFP;
- 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 Offeror (Offeror will be notified with the date and time of arrival, an outline of the duration of the visit, and any assistance/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);
- 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.
- L. conduct a cost or price audit to facilitate a determination of price reasonableness; or
- M. re-solicit this requirement.

4. PROPOSAL SUBMITTAL REQUIREMENTS

General: 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. Offerors that fail to provide ALL items and quantities specified in this RFP may be deemed non-responsive in their entirety and may not be considered for award.

Questions: Should Offeror have questions on the RFP, they must be presented to the Contracts Specialist, in writing, by the Questions Due Date and Time provided on Page 1. Questions received late may not be answered. If applicable, the Questions should reference specific scope details. The Questions and Battelle's Answers will be transmitted in writing to all Offerors.

Submission of Proposal: Proposals are due by the Proposal Due Date and Time provided on Page 1 of this RFP. Proposals are preferred to be submitted via email to angela.welke@pnnl.gov with a subject line that includes the words "Proposal to RFP 633764".

Proposal shall include:

- Price Proposal:
 - Contract Pricing Proposal: A price offer with all information requested herein including the attached Appendix B: Price Proposal.
- Technical Proposal:
 - Offeror shall submit a Technical Proposal that is consistent with the attached Appendix A: Technical Specification, dated March 10, 2021. The Technical Proposal shall definitively indicate compliance, paragraph by paragraph, with the requirements outlined in the Specification and shall be supported by cross-referenced documentation as necessary.
 - Offeror shall provide Professional Reference information to include Customer Name/Organization Name, Contractual Point of Contact and Description of type of system sold. Professional Reference shall be used in order to show evidence of successful production and installation of similar NMR console and probes with existing customer magnets.
 - Installation, Training and Acceptance Testing:

The Offeror shall provide on-site installation services at the Pacific Northwest National Laboratory (PNNL), located in Richland, WA, for the console, related hardware and probes. Installation shall be completed no later than September 30, 2021. All on-site installation technicians/engineers shall take PNNL's web-based safety training (approximately two hours per person) prior to initiating any on-site work. During the installation of the equipment, the Offeror shall:

- Perform the unpacking and movement of the instrument to its final location. The laboratory will be configured (by Battelle) for the laboratory service requirements (to be provided by the Offeror) of the instrument.
- Check conformity of laboratory and laboratory services required for proper instrument operations as outlined in the manufacturer provided site preparation guide.
- Perform the installation and connection of instrument peripherals.
- Perform the connection of all services to the instrumentation.
- Perform instrumentation start-up.
- Perform tuning and calibration of the equipment to meet specifications.

The Offeror shall provide on-site training of the equipment, software, and any third-part functionalities at PNNL for a minimum of one (1) working day (eight (8) training hours).

A full copy of the field engineer's acceptance testing performance criteria shall be provided. Acceptance testing shall include specific criteria as listed in this RFP in addition to industry accepted protocol. Testing shall be performed by Offeror. Probe specifications shall be demonstrated at the installation site.

- Warranty:
 - Duration: Warranty of one (1) full year to commence after installation and acceptance is complete shall be provided in accordance with Battelle's General Provisions.
 - Daytime Consultation: Service technicians shall be available during business hours for telephone consultation (Monday – Friday, 8:00am Pacific thru 4:00pm Pacific).
 - Prompt Service: A service response with parts and/or personnel shall be provided within 48 hours of notification for inoperable equipment (barring acts of God and failures of the transportation industry).
- Transportation Terms: Transportation terms proposed shall be FOB Destination Allowed as detailed on page one of this document.
- Other Submittals:
 - Completed Representations and Certifications.
 - Insurance certificate or confirmation of self-insurance.
 - If applicable, a copy of the End User License Agreement (EULA) or Software License Agreement (SLA) for any software proposed.
 - Statement of acceptance of Battelle's General Provisions.
 - Completed W-9 - Request for Taxpayer Identification Number and Certification (available at <https://www.pnnl.gov/contracts/contractdocuments.aspx>).

5. ADDITIONAL INSTRUCTIONS/INFORMATION FOR OFFEROR

In addition to the requirements outlined herein, the Solicitation Provisions, Form A-609-SP, dated November 2014, apply to this RFP and are available at <https://www.pnnl.gov/contracts/contractdocuments.aspx>.

Proposal Validity Period: Unless otherwise stated in Offeror's proposal, the proposal validity period is 120 days from receipt of proposal.

Ombudsman Program: Offeror is hereby notified that issues/concerns relative to this RFP and/or any resulting Contract award that are not resolved by the Contracts Specialist identified herein shall be resolved through Battelle's Ombudsman Program by email at acquisitionombudsman@pnnl.gov. Any issue/concern shall be submitted, in writing, no later than 15 calendar days after Contract award to be considered for review.

6. FUNDING

Funding is fully obligated for this action. However, Contract award is subject to availability of funds at the time of award.

7. REQUEST FOR PROPOSAL ATTACHMENTS

- Draft Contract
- Representations and Certifications
- W9 Form
- Appendix A: Technical Specification dated March 10, 2021
- Appendix B: Price Proposal

DRAFT CONTRACT**BATTELLE MEMORIAL INSTITUTE, PACIFIC NORTHWEST DIVISION'S
CONTRACT NUMBER TBD**

Issued By: Battelle Memorial Institute, Pacific Northwest Division 902 Battelle Boulevard Richland, WA 99352	Contractor: TBD
Contracts Specialist: Name: Angela N.S. Welke Telephone Number: 509/375-2840 Email: angela.welke@pnnl.gov	Contractor's Point of Contact: Name: TBD Telephone Number: TBD Email: TBD
Payment Terms: TBD	Contract Type: Firm Fixed Price
Delivery Date: August 31, 2021 Installation/Training Completion Date: September 30, 2021	Total Amount of Contract: \$TBD (USD)
Freight Terms: TBD DECLARE NO VALUE, DO NOT INSURE	Ship to Address: Contract #: TBD Battelle for U.S. DOE 790 6th Street Richland, WA 99354 US
Submit Invoices and Invoice/Payment Inquiries To ap.invoices@pnnl.gov. Note: Invoices must list location(s) of service (U.S.: City, State; Foreign: Country).	
Award Battelle hereby agrees to award this Contract to the Contractor subject to acceptance. The rights and obligations of the parties to this Contract are subject to and governed by this document and any documents attached or incorporated by reference.	Contractor Agreement Contractor accepts and agrees to furnish and deliver the items and/or perform the services to the extent stated in this document for the consideration stated in this Contract. The rights and obligations of the parties to this Contract are subject to and governed by this document and any documents attached or incorporated by reference.
Battelle Memorial Institute, Pacific Northwest Division	Contractor shall sign and return a copy of this document
Signature of person authorized to sign	Signature of person authorized to sign
Name	Name
Angela N.S. Welke	
Title	Title
Contracts Specialist	
Date	Date

Note: Captions in this document and in Battelle's General Provisions are included for convenience of reference only and in no other way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

1. SCOPE AND PRICINGLine Items:

Supplies or Services and Prices						
Item No.	Material/Description	Qty	UOM	Delivery Date	Unit Price (\$US)	Extended Price (\$US)
1	High Performance Digital 400 MHz Solutions Nuclear Magnetic Resonance (NMR) Spectrometer Console and Probes per Appendix A: Technical Specification dated March 10, 2021 to include installation and training.	1.00	EA	Equipment to be delivered no later than 08/31/2021 Installation and training to be completed no later than 09/30/2021	\$TBD	\$TBD

Scope

The Contractor shall provide on-site installation/training services at the Pacific Northwest National Laboratory (PNNL), located in Richland, WA, for the equipment listed above.

The Contractor represents that the High Performance Digital 400 MHz Solutions Nuclear Magnetic Resonance (NMR) Spectrometer Console and Probes listed above conforms to both 1) the system detailed in the Contractor's proposal to Battelle (proposal number TBD) and 2) the required Battelle specifications detailed in the Appendix A, dated March 10, 2021, and RFP Document in PNNL RFP 633764.

2. PERIOD OF PERFORMANCE/DELIVERY

The contract period of performance is TBD through September 30, 2021.

3. CONTRACTUAL REQUIREMENTS/INFORMATION

Shipping Instructions: Contractor is responsible for proper packaging, marking and labeling to prevent deterioration, damage or loss of products in transit. The Contract Number must be reflected on all containers and documents. A packing slip must accompany the box/container; the packing slip must show the Contract number, line item number, description of the item, and quantity of items in the box/container.

Insurance: As required in the referenced General Provisions, the Contractor must provide a valid insurance certificate prior to any work performed on-site.

Travel Notice: Request for any domestic and foreign travel associated with this Contract (including Contractor travel within a country of presence) shall be approved in writing by the Battelle Contracts Specialist in advance of travel arrangements being finalized. Without the advance approval of the Battelle Contracts Specialist for any such travel, any invoiced costs related to such travel may not be paid.

On-Site Work: Any work being performed on PNNL's premises ("on-site work") under this contract must be approved in writing by the Battelle Contracts Representative in advance of the on-site work being started. Without the advance approval of the Battelle Contracts Representative for any such on-site work, any invoiced costs related to such work will not be paid.

Additional Requirements:Electrical Equipment for Measurement, Control, and Laboratory Use Clause (cl QA-159 - January 2014)

The following equipment designed and manufactured for laboratory use at the Pacific Northwest National Laboratory (PNNL) must be approved by PNNL's Electrical Authority Having Jurisdiction (AHJ):

- a. Electrical test and measurement equipment
This is equipment which by electrical means tests, measures, indicates or records one or more electrical or non-electrical quantities; also includes non-measuring equipment such as signal generators, measurement standards, power supplies, transducers, transmitters, etc.
- b. Electrical control equipment
This is equipment which controls one or more output quantities to specific values, with each value determined by manual setting, by local or remote programming, or by one or more input variables.
- c. Electrical laboratory equipment
This is equipment which measures, indicates, monitors or analyses substances, or is used to prepare materials, and includes in vitro diagnostic (IVD) equipment.
- d. Accessories intended for use with the above (e.g. sample handling equipment).
If any of the above equipment is not approved by a Nationally Recognized Testing Laboratory (NRTL), the electrical equipment will be subject to inspection by PNNL's AHJ to verify the equipment meets the requirements established in UL 61010-1 or an equivalent safety standard used by an approved NRTL agency. Failure of the equipment to meet such safety standards is cause for the rejection of the equipment. Inspection against an approved standard includes but is not limited to the following:
 - a. General electrical safety
 - b. Marking and documentation
 - c. Protection against electric shock
 - d. Protection against mechanical hazards

- e. Protection against the spread of fire
- f. Equipment temperature limits and resistance to heat
- g. Protection against hazards from fluids
- h. Protection against radiation, including laser source
- i. Protection against liberated gas, explosion, and implosion

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 -- Apr 2015)

1. 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.
2. 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-
 - 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.
 - Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
 - 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.
 - 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.
 - 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.
 - 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.
3. 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 -
 - Fulfilled the scope of work as outlined in this contract
 - Identified and analyzed specific, task-level hazards associated with the work
 - Developed and implemented hazard controls related to the hazards
 - Allowed the performance of work within the controls
 - Provided feedback to Battelle and Contractor employees on adequacy of hazard controls
4. 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:
 - 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-
 - 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 <https://www.pnnl.gov/contracts/Forms.aspx?area=Procurement>.
 - 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.
 - 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.
5. The Contractor shall perform the following additional hazard identification tasks consistent with an approved WSHP:
 - 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.
 - 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.

- 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:
 - Current information about actual or potential work-related site hazards (chemical, radiological, physical, biological, or ergonomic);
 - Employee job-task and hazard analysis information, including essential job functions;
 - Actual or potential work-site exposures of each employee; and
 - Personnel actions resulting in a change of job functions such that a change of hazards, or exposures results.
 - 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.
6. 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.
 7. 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.
 8. 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.
 9. Employee Concerns Program
 - 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.
 - 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.
 - No retaliation or retribution shall be taken toward any individual as a result of filing an employee concern consistent with 10 CFR 708.
 10. Civil Penalties and Indemnification
 - 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.
 - 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.
 11. Contractor is responsible to ensure that its direct hired and Subcontractor employees who will work on the Site be free of physical or cognitive impairment resulting from the use of alcohol or drugs, including legal drugs, when working or involved in any activity on Battelle/PNNL premises. In order to achieve the federal Drug Free Workplace Act standards, Battelle/PNNL prohibits its non-staff and subcontractors from illegally manufacturing, distributing, selling, possessing, or using illegal drugs, including marijuana, or being under the influence of alcohol while on Battelle/PNNL premises or during PNNL activities. Individuals suspected of being under the influence of any substance, legal or illegal, that may impair their ability to perform their duties are subject to termination of their work agreements and/or having access to the Battelle/PNNL premises revoked. If Battelle, or the Contractor or

Subcontractor believes that a Contractor or Subcontractor employee's job performance is being adversely affected by drug or substance (including alcohol) use, Battelle may direct the Contractor to remove the employee. Examples of behavior or circumstances indicating possible drug or substance abuse are observed use, possession, sale or delivery, or credible information that an individual is using suspected of being impaired by drugs or abusing alcohol, or an accident or injury.

12. 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.

4. CONTRACT ADMINISTRATION

Battelle Contracts Specialist: The Battelle Contracts Specialist, Angela N.S. Welke, is the sole point of contact for any contractual/administrative communications or questions regarding this acquisition. Contact information is on Page 1.

Technical Oversight Representative: All technical questions should be directed to the Technical Oversight Representative (TOR), TBD at TBD or via email at TBD. The TOR cannot modify this Contract.

5. TERMS AND CONDITIONS

The General Provisions for Fixed Price Commercial Items - Supplies Services, Form A-409.27-CI dated January 2021, apply and may be viewed at <https://www.pnnl.gov/contracts/contractdocuments.aspx>.

6. CONTRACT ATTACHMENTS

In addition to the above, the Contract consists of:

- Representations and Certifications

7. ENTIRE AGREEMENT

Prices are in accordance with your proposal number TBD provided by TBD. Notwithstanding any other terms received with your proposal, only terms and conditions noted herein shall apply to this Contract.