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**KA-BAND ARM ZENITH RADAR (KAZR) SYSTEM  
PACIFIC NORTHWEST NATIONAL LABORATORY**

**Operated by Battelle for the U.S. Department of Energy  
(DOE Prime Contract No. DE-AC05-76RL01830)**

**REQUEST FOR PROPOSAL NO. 198982**

**PROPOSAL DUE DATE: April 16, 2012**

**Andrea Fernandez  
Senior Contract Specialist  
FCSD/EMSL Contracts**

**Phone: (509) 375-6534**

**Fax: (509) 375-3818**

**Email: [andrea.fernandez@pnnl.gov](mailto:andrea.fernandez@pnnl.gov)**

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## EXECUTIVE SUMMARY

The U.S. Department of Energy's Atmospheric Radiation Measurement (ARM) Program has been operating zenith pointing cloud radars at its ARM Climate Research Facilities (ARM) for over a decade. These radars, operating in the Ka and W bands, have provided years of invaluable data pertaining to cloud structure and dynamics.

This Request for Proposal (RFP) outlines the minimum requirements necessary to meet ARM's science goals with the Ka-band ARM Zenith Radar (KAZR) and the associated infrastructure to install the KAZR at each of the identified ARM sites.

The KAZR, now deployed at 5 ARM sites, is the latest version of a zenith-pointing cloud radar that has been in ARM's inventory since the mid-1990s. The radar began as the MilliMeter-wave Cloud Radar (MMCR) developed by NOAA's Environmental Technology Laboratory (ETL) in Boulder, CO. The MMCR went through three major revisions. In 2010, specifications and design for a totally new radar were established which is now termed the KAZR. Deployment of KAZR and retirement of MMCR happened throughout 2011.

The ARM Program has recently been funded to deploy two new sites. One will be at Oliktok Point, Alaska and the other will be on Graciosa Island in the Azores. This RFP is for the KAZRs that will be deployed at those sites.

Battelle Memorial Institute, Pacific Northwest Division (Battelle) acting under Prime Contract DE-AC05-76RL01830 with the US Department of Energy (DOE), for the management, operation and maintenance of the Pacific Northwest National Laboratory (PNNL) in Richland, Washington, is interested in receiving proposals for **two (2) Ka-band ARM Zenith Radar (KAZR) System, delivered and installed in Oliktok Point, Alaska, and the Azores, Portugal.**

Information regarding the goods and services required and instructions for the preparation and submission of proposals are contained in the attached Request for Proposal (RFP).

## SECTION A

### SOLICITATION PROVISIONS

This is a request for proposal for Ka-band ARM Zenith Radar (KAZR) System. 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.

#### **Type of Contract**

Battelle intends to award a firm-fixed-price contract for this requirement. Each proposal submitted shall include a statement of acceptance of Battelle's Fixed-Price General Provisions provided in Section J and the Special Provisions provided in Section I.

Offerors shall submit proposals on a firm-fixed-price basis in accordance with the provision described below. Proposals that include estimates, budgetary pricing, or cost-reimbursement sections imbedded in the fixed price may be considered non-responsive. The attached Pricing Proposal Form (Section H) is for Offeror completion and certification to the fixed-price requirements for any resulting contract

#### **Submission, Modification, Revision, and Withdrawal of Proposals** *(cl 605 -- Oct 2007)*

- A. Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Battelle office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:00 p.m., local time, for the designated Battelle office on the date that proposal or revision is due.
- B. Any proposal, modification, or revision received at the Battelle office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Battelle Contracts Representative determines that accepting the late offer would not unduly delay the acquisition; and--
  1. If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Battelle, Pacific Northwest Division, infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  2. There is acceptable evidence to establish that it was received at the Battelle site designated for receipt of offers and was under Battelle's control prior to the time set for receipt of offers; or
  3. It is the only proposal received.

- C. However, a late modification of an otherwise successful proposal that makes its terms more favorable to Battelle, will be considered at any time it is received and may be accepted.
1. Acceptable evidence to establish the time of receipt at the Battelle site includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Battelle personnel.
  2. If an emergency or unanticipated event interrupts normal Battelle processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Battelle requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Battelle processes resume.
  3. Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
  4. Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  5. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars unless otherwise permitted by the solicitation.
  6. Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  7. Offerors may submit revised proposals only if requested or allowed by the Battelle Contracts Representative.
  8. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Battelle Contracts Representative
- D. Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- E. Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by Battelle except for evaluation purposes, shall:
1. Mark the title page with the following legend:  
This proposal includes data that shall not be disclosed outside Battelle and shall not be duplicated, used, or disclosed—in whole or in part—for

any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, Battelle shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Battelle's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

2. Mark each sheet of data it wishes to restrict with the following legend:  
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

### **Alternate Proposals**

Battelle is inviting proposals in full accordance with the attached specifications or description. In the event that offeror is unable to submit a proposal responsive to this requirement and offeror believes they have an item(s) which may otherwise be acceptable, offerors are invited to submit a proposal for Battelle's consideration, stating item by item each incidence of noncompliance. Offerors are hereby advised that Battelle shall not be obligated to evaluate this proposal, but if acceptable, this Solicitation will either be canceled and reissued or revised to incorporate any appropriate changes. In the event offeror chooses not to submit a proposal, a short note of explanation would be appreciated.

### **Treatment of Proposal Data**

Although not specifically requested by the RFP, the proposal may include technical data and other data, including trade secrets and/or privileged or confidential commercial or financial information, which the Offeror does not want disclosed to the public or used by PNNL or the Government for any purpose other than proposal evaluation. To protect such data, the Offeror will specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the proposal with the following notice:

#### **NOTICE**

The data contained in pages \_\_\_\_\_ of this proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential commercial or financial information, and such data shall be used or disclosed only for evaluation purposes. PNNL and the Government shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit PNNL's and the Government's right to use or disclose data obtained without restriction from any source, including the Offeror.

Reference to this notice on the cover sheet should be placed on each page to which the notice applies. PNNL assumes no liability for disclosure

or use of unmarked data and may use or disclose such data for any purpose.

Should a contract be awarded based on a proposal, it is policy, in consideration of the award, to obtain unlimited rights for the Government in technical data contained in the proposal unless the prospective contractor marks those portions of the technical information that he asserts as "proprietary data," or specifies those portions of such technical data that are not directly related to or will not be utilized in the work to be funded under this subcontract.

"Proprietary data" are defined as technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data: (1) are not generally known or available from other sources without obligation concerning their confidentiality; (2) have not been made available by the owner to others without obligation concerning their confidentiality; and (3) are not already available to the Government without obligation concerning their confidentiality. An Offeror who receives a contract award shall mark the data identified as proprietary by specifying the appropriate proposal page number to be inserted in the Rights to Proposal Data clause below. Subject to the concurrence of PNNL, information unrelated to the subject may be deleted from the proposal by the Offeror. The responsibility, however, of identifying technical data as proprietary or deleting it as unrelated rests with the Offeror.

The following clause shall be included in any contract based on a proposal. This clause is intended to apply only to technical data and not to other data, such as privileged or confidential commercial or financial information

#### **RIGHTS TO PROPOSAL DATA**

Except for technical data contained on pages \_\_\_\_\_ of the contractor's proposal dated \_\_\_\_\_, which are asserted by the Contractor as being proprietary data, it is agreed that as a condition of the award of this contract, notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, and disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

#### **Bids and Proposal Costs**

Battelle is not obligated to pay any costs incurred in the preparation and submission of a proposal, nor to enter into a contract or any other arrangement with any Offeror.

#### **Technical Specifications**

The Technical Specification in Section C outlines the requirements for this solicitation.

## **GSA Contract Proposal**

If an offeror has a GSA contract covering the supplies/services specified in this Solicitation, a **copy shall be attached** to its proposal. If not, its proposal shall so state.

Proposals shall be evaluated in accordance with the criteria specified in this solicitation. However, award may be made under the GSA contract if that would be more advantageous to Battelle.

## **Requirement for Sustainable Goods and Services** *(cl. 681 -- Sept 2011)*

The Contractor must provide environmentally sustainable products in accordance with the General Provision Clause 381 entitled "Sustainable Acquisition Requirements." A request for an exception to the requirement to provide environmentally sustainable goods must be submitted to the Battelle Contracts Representative prior to submission of proposal.

## **Prompt Payment Discounts** *(cl 503)*

In addition to normal payment terms, please advise amount and details of other cash discounts or savings available to Battelle for more expeditious or favorable methods of payment or for other reasons.

## **Amendments to the RFP**

If this RFP is amended, all provisions which are not modified remain unchanged.

Offerors shall acknowledge receipt of any amendment of this RFP (a) by signing and returning the form provided for such purpose; (b) by stating in its proposal that the amendment (date and number) was received and considered in formulating the proposal; or (c) by letter or E-mail. Battelle must receive the acknowledgement by the **hour and date** specified for receipt of proposals.

## **Authorized Negotiators**

If a negotiation meeting is held, the Offeror shall designate as its negotiator a person who is authorized to make legally binding commitments without further review or approval. If, for any reason, it is impractical for the Offeror to be represented at a negotiation meeting by other than a person fully authorized to act in its behalf, Battelle shall be notified sufficiently in advance to allow a decision to be made whether the negotiations should proceed as scheduled or be postponed. The Offeror's notice, if originally given orally, shall be confirmed in writing.

## **Contract Award**

Battelle will award Contract(s) resulting from this RFP to the responsible Offeror(s) whose Offer(s), conforming to the RFP, will be most advantageous to Battelle, cost and other factors considered and as specified in Section D, Evaluation Criteria for Award.

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 low 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 fully obligated for this action. However, contract award is subject to Availability of Funds at the time of award.

### **Proposal Due-Date / Source Selection Decision**

Written proposals shall be delivered to Battelle no later than the date specified on the cover of this RFP. There will be no public opening of the proposals. Offerors will be advised as soon as possible after a source selection decision has been made.

## SECTION B

### INSTRUCTIONS TO OFFERORS

#### **Battelle Contracts Representative**

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

#### **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.

Battelle is not obligated to pay any cost incurred in the preparation and submission of a proposal, nor to enter into a contract or any other arrangement with any Offeror.

Each proposal submitted should include:

- A. Completed Representation and Certification - Commercial Items form found at: <http://www.pnl.gov/contracts/documents/solicitations.asp>
  - The NAICS code for section 2(a)(1) of the Representations and Certifications is 334511,
  - The size standard for section 2(a)(2) is 750 Employees.
- B. A price offer with all information requested herein including the completed Certificate of Established Catalog or Market Price Form located at <http://www.pnl.gov/contracts/documents/solicitations.asp>
- C. A Technical Proposal is required to be prepared in a manner consistent with the Technical Specifications in Section C dated January 16, 2012. The Technical Proposal shall definitively indicate compliance, paragraph by paragraph, with the requirements outlined in the Technical Specifications and shall be supported by cross-referenced documentation as necessary.

In addition, the following shipping information shall be provided:

1. Origin Zip codes
  2. Recommended carrier
  3. Number, weight, and dimensions of each handling unit (pallet, crate, cardboard box, drum, etc.).
- D. Additional documents identified in Sections D and E of the solicitation shall be provided.

Proposals shall be delivered to Battelle on or before 4:00 p.m. P.S.T, Friday, **April 16, 2012** and shall be valid for a minimum of 120 days.

**Proposals are preferred to be submitted via e-mail** to [andrea.fernandez@pnnl.gov](mailto:andrea.fernandez@pnnl.gov), with a copy to Tiffany Mullen at [tiffany.mullen@pnnl.gov](mailto:tiffany.mullen@pnnl.gov) ; include in the subject line the words "Proposal to RFP 198982." Proposals may also be submitted via facsimile at the Fax Number provided on the cover page or by hard copy to the address below. All transmittals must reference "Proposal to 198982." Proposals submitted by overnight mail must be mailed to:

Battelle, Pacific Northwest Division  
ATTN: Andrea Fernandez, K9-15  
790 6<sup>th</sup> Street  
Richland, WA 99354

### **Notice of Intent to Propose**

Offerors intending to submit a proposal are required to notify the Battelle Contracts Representative no later than **April 2, 2012** via e-mail at [andrea.fernandez@pnnl.gov](mailto:andrea.fernandez@pnnl.gov), with a copy to Tiffany Mullen at [tiffany.mullen@pnnl.gov](mailto:tiffany.mullen@pnnl.gov) .

The past performance management information described in Section D of this RFP should be submitted at this time.

### **Explanations to Prospective Offerors**

Any prospective Offeror desiring an explanation or interpretation of this RFP should request it in writing not later than **March 29, 2012** in order to allow a reply to reach all prospective Offerors before the submission of their proposals. Oral explanations or instructions provided before the award of the contract will not be binding. Any information provided to a prospective Offeror concerning the RFP will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offeror.

### **Submit all questions regarding this Solicitation to:**

Andrea Fernandez, Sr. Contract Specialist [andrea.fernandez@pnnl.gov](mailto:andrea.fernandez@pnnl.gov) and copy Tiffany Mullen, Contracts Administrator, [tiffany.mullen@pnnl.gov](mailto:tiffany.mullen@pnnl.gov) .

The planned schedule is as follows:

Solicitation Issued	March 15, 2012
Questions Period	March 29, 2012
Intent to Propose <b>and</b>	April 2, 2012
Submittal of Past Performance Management Information	
Proposal Offers Due	April 16, 2012

Offeror must provide as the cover letter the following Offer Form on Offeror's letterhead. The Offer Form must be word for word except where specific information is requested to be inserted. Any deviations must be noted and justified.

**OFFER FORM**  
(Printed on offeror's letterhead)

To: Battelle Memorial Institute, Pacific Northwest Division (Battelle)  
P.O. Box 999  
Richland, WA 99352  
Attention: Andrea Fernandez

Reference: Request for Proposal 198982

We have examined all the documents received from Battelle for the referenced Request for Proposal (RFP). We hereby submit to you all Offeror documents in the form and format required in the RFP.

We have examined the Special and General Provisions as provided in Sections I and J to the RFP and do not have any exceptions and will accept them for any future contract.

We understand the evaluation criteria and have provided with our response our best technical and price offer based on the RFP requirements.

We understand that Battelle does not pay for any of the information we have provided in our offer.

Sincerely,

*(insert name and signature of Authorized Signatory, Title, Company name, and Date)*

Attachments:

- Volume I – Executive Summary and Administrative
- Volume II – Technical Proposal
- Volume III – Financial Proposal

**SECTION C**  
**TECHNICAL SPECIFICATIONS**

See Attachment 1 PDF file:

PR\_198982\_KAZR\_SpecificationR1p1.docx

## SECTION D

### EVALUATION CRITERIA FOR AWARD

Proposals will be evaluated in accordance with this section of the solicitation using the criteria specified below to evaluate each proposal. "Evaluation" as used in this section means comprehensive scrutiny of every aspect (unless specifically excluded by the terms of this section) of the Offeror's proposal including written submissions, discussions, and negotiations, if necessary.

The evaluation of proposals will be conducted by a source selection panel. The selection for award shall be made by a Source Selection Authority. Award will be made to that Offeror whose proposal contains the combination of those criteria offering the best overall value to Battelle and the Government and not necessarily to the Offeror who proposes the lowest price or whose proposal scores highest in the technical evaluation. Best value will be determined by a tradeoff analysis of comparative differences in the value of technical merit with differences in price/cost. Battelle is more concerned with obtaining superior technical or management features than with making an award at the lowest overall price/cost. However, Battelle will not make an award at a significantly higher overall price/cost to achieve slightly superior technical or management performance.

In evaluating proposals, Battelle will be concerned with obtaining the most advantageous balance between technical performance and price to Battelle.

#### Technical Evaluation

Technical proposals will be evaluated on the following criteria, in descending order of importance:

1. The Design
  - a. The clarity and completeness of provided documents in describing the proposed system
  - b. A proposed system that uses state of the art proven millimeter-wave meteorological radar technology (i.e., reliable technology capable of producing the desired measurements)
  - c. Creativity supported by sound engineering and scientific data and analysis.
2. Installation Experience
3. Maintenance, Operations and Service
  - a. Provide example copies of O&M manuals that address the specifications, along with discussion of previous deployments.
  - b. Provide evidence of service for similar systems to at least two customers for three years or more.

4. Past Performance – Past performance will be evaluated in making a source selection decision. The source selection evaluation panel will survey the Offeror's customers to make a confidence level assessment based on the information received. This assessment will provide an indication of how well an Offeror delivers on its promises. The confidence level assessment could affect the overall best value decision by the source selection authority.
  - a. Provide evidence of successful performance on three contracts, of similar technical complexity and cost, over the last 60-months period, in which one project is within the last 24-months.

Offerors shall provide the following business management information:

- The company names, addresses, points of contact, telephone numbers and email addresses of the Offeror's three most recent customers (different companies or Government activities) now using a machine such as described within this solicitation. First line supervisors who continually work with the machine are considered customers.
- The names of the companies or government activities identified above as customers.
- The types of systems being used by the customers, the dates of delivery, and available statistics or analysis to indicate the mean times to repair (MTTR) and mean times between failure (MTBF).

The information described above should be supplied at the same time an Offeror indicates an intent to provide a proposal; however, in no case should the information be supplied beyond the proposal due-date specified on the cover of this RFP.

### **Price/Cost**

The Offeror's proposal will be scored based on overall price. Price/cost is a substantial factor in this source selection but is less important than the sum of technical evaluation.

### **Other Factors Considered**

Other factors that will be evaluated to determine Offeror responsibility are production capability, financial condition, and any other factors required by applicable statutes or regulations.

### **Summary**

Battelle's goal in this acquisition is to acquire a system that fulfills all the mandatory requirements and has the desired technical capabilities and features at the most reasonable price possible resulting in the best overall value to Battelle.

## SECTION E

### ORGANIZATION OF THE PROPOSAL

#### Submission of Proposals

One (1) complete electronic copy of Volumes I, II, and III shall be submitted as part of the Offeror's proposal. Additionally, one complete hard copy of all three volumes must be provided to Battelle. The proposal shall be signed by a representative of the Offeror authorized to enter into legally binding commitments (see Section H).

Proposals shall be submitted not later than 4:00 P.M. PST on the date specified on the cover of this RFP.

#### Preparation of Proposals

Proposals should be prepared simply and economically to be clear, legible, practical, specific, and complete. It should contain only pertinent information presented in a logical, coherent manner to provide a straightforward, concise delineation of capabilities to satisfactorily perform the contract being sought. The use of elaborate formats, color where black and white would suffice, or expensive exhibits is neither required nor desired. No samples or descriptive literature are to be prepared for submission with the proposal unless specifically called for by the RFP. The proposal should demonstrate a thorough understanding of the requirements and include statements of compliance for all technical requirements. **All statements made in the proposal must be substantiated. Ambiguous, unqualified, or unsubstantiated statements will be considered as sufficient grounds to find the proposal unacceptable.**

All proposals shall be prepared on U.S. letter-size (i.e., 8 ½ x 11 inch) paper in a font size not less than 12 point. The hard copy documents shall be printed double-sided. Emails with electronic data are limited to a maximum of 73MB per email; if multiple emails are submitted, identify them as submittal 1 of 3, submittal 2 of 3, etc.

Maximum proposal page limitations (per side) are as follows:

Volume II: **50 pages**

#### Structure of the Proposal

Offerors shall prepare and organize their proposals as follows:

#### **VOLUME I – ADMINISTRATIVE**

##### **Part A. Executive Summary**

The executive summary shall summarize the key points of the Offeror's proposal. It will be used to review the important aspects of the Offeror's approach. The executive summary shall demonstrate the Offeror's thorough

understanding of this solicitation's requirements. The Offeror should explain the approach taken to phase in the recommended solution and to indicate the advantages of the proposed solution.

## **Part B. Business Management Information**

In this part, the Offeror shall provide the following information:

1. An explanation of how the requirements of Section F, Delivery, will be satisfied
2. A statement of commitment to the Inspection and Acceptance requirements stated in Section G
3. The Representations and Certifications (Attachment 5)
4. The completed Certificate of Established Catalog or Market Price Form located at <http://www.pnl.gov/contracts/documents/solicitations.asp>

This part may also be used for additional business management information, such as comments regarding delivery, acceptance testing, installation, quality assurance requirements, and options.

## **VOLUME II – TECHNICAL PROPOSAL**

**No financial or pricing information shall be included in this volume!**

The Offeror's proposal shall be organized to correspond to the parts in Section C. Include technical specifications from each section/subsection, including those identified on the Technical Specifications Deliverables list. Provide applicable documents required by Section D.

## **VOLUME III – FINANCIAL PROPOSAL**

### **Financial Proposal Form**

The Offeror shall prepare pricing information in accordance with Sections A and H, Price Proposal Form. Additional information or pricing considerations that enhance a proposal are encouraged.

### **Milestone Payment Schedule**

The Offeror shall propose a milestone payment schedule with its offer. Advance payment will not be considered.

## SECTION F

### DELIVERY

This Section specifies the time, place of delivery, and other such performance requirements for contract line items listed in Section H.

#### **F.O.B. Destination**

- (a) The term "F.O.B. destination," as used in this clause, is defined as follows:
- (1) Free of expense to Battelle, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located.
  - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. Battelle shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination unless such charges are caused by an act or order of the Government or Battelle. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
- (b) The Contractor shall:
- 1 (i). Pack and mark the shipment to comply with contract specifications.
  - 1 (ii). In the absence of specifications, prepare the shipment in conformance with carrier requirements.
  2. Prepare and distribute commercial bills of lading.
  3. Deliver the shipment in good order and condition to the point of delivery specified in the contract.

4. Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract.
5. Furnish a delivery schedule and designate the mode of delivering carrier.
6. Pay and bear all charges to the specified point of delivery.
7. Pay and bear all charges to install the system and return the facility to its original pre-installation condition.

### **Delivery Proposal**

The Offeror's **complete** solution must be fully functional and operational 72 weeks after award of contract.

The Offeror shall provide a delivery date with its proposal.

The Offeror shall provide confirmation that it is proposing to use a US Flag ship carrier for delivery of the equipment as required by the General Provisions (see Attachment 2, Clauses Incorporated by Reference, FAR 52.247-63 and FAR 52.247-64.

## SECTION G

### INSPECTION AND ACCEPTANCE

#### ACCEPTANCE TESTING

##### Acceptance Tests – Completion Requirements

Before shipment to Battelle, the Contractor shall demonstrate to Battelle's satisfaction that the actual system to be delivered will correctly execute all functionality measures, performance tests, and benchmarks used as part of the proposal, at the required and proposed performance levels. This demonstration will be observed by Battelle staff members, and Battelle may elect to carry out any or all of the tests themselves.

After installation, the Contractor shall demonstrate to Battelle's satisfaction that the supplied system meets all criteria proposed by the Offeror as specified by Battelle.

Acceptance testing shall commence the day following agreement by Battelle and the Contractor that installation is complete.

Acceptance tests shall be performed solely with the hardware provided for this acquisition. Any non-PNNL software used in acceptance testing shall be licensed to Battelle as part of this acquisition.

The date of final acceptance shall be the last day of the acceptance period. The acceptance demonstration shall consist of the following acceptance tests:

1. Completion of a checklist of system components and software.
2. Factory acceptance test of first KZAR at Contractor's facility.
3. Site acceptance test by Battelle staff at each installation.
4. Demonstration that the performance requirements have been achieved as proposed by the Offeror and in accordance with Battelle requirements.

## SECTION H

### Price Proposal Form

TASK	DELIVERABLE	WEEKS AFTER ARO	QTY	UOM	PRICE PROPOSAL
2 Ka-band ARM Zenith Radar (KAZR) Radar for the following sites: <ul style="list-style-type: none"> <li>• Oliktok Point, Alaska – Ka and W bands</li> <li>• Azores, Portugal – Ka and W bands</li> <li>• The baseline deliverables for these radars shall be agreed to at the Critical Design Review..</li> </ul>					
1	Preliminary Design Review	6		EA	
2	Critical Design Review	18		EA	
3	Antenna characterization data files and documentation	60		EA	
4	Support data for frequency authorization application	60		EA	
5	Software Manual	72		EA	
6	Software source code	72		EA	
7	Site Installation Drawings	60		EA	
8	Operations and Maintenance Manual	72		EA	
9	Test Plan submit for approval	60		EA	
10	Factory acceptance test of first KZAR at vendor's facility	62		EA	
11	Preparation and installation of infrastructure to support KZAR installation	54		EA	
12	Installation of KZAR at ARM's sites	72		EA	
13	Operations training at ARM's sites for a minimum of one day at each site.	72		EA	
14	24x7 operations without break-down or failure of any sub-system for no less than seven continuous days before final site acceptance	72		EA	
15	Spare parts kits as described in Technical Specifications section 4.11 for <b><u>EACH</u></b> KZAR to include but not limited to:				
15.1	• LNA for each receiver channel			EA	
15.2	• Receiver protection switch network			EA	
15.3	• Transmitter system (transmitter tube, power supply, modulator)			EA	
15.4	• Data system including digital receiver (this includes all computer systems provided with a functioning KZAR with identical software and OS).			EA	
16	All documentation as described in Technical Specifications section 4.12:				

16.1	<ul style="list-style-type: none"> <li>Schematics/Assembly Drawings</li> </ul>	72		EA	
16.2	<ul style="list-style-type: none"> <li>As-build schematics and assembly drawings shall be provided with delivery of the system. Wiring diagrams shall also be provided.</li> </ul>			EA	
16.3	<ul style="list-style-type: none"> <li>Software Documentation</li> </ul>				
16.4	<ul style="list-style-type: none"> <li>Source code (hardcopy and media) shall be provided along with all appropriate make, build, link, etc files. A software maintenance manual shall also be provided that shows the organization of the software modules, data flow, file structure, interfaces, etc.</li> </ul>			EA	
16.5	<ul style="list-style-type: none"> <li>An Operations &amp; Maintenance (O&amp;M) Manual shall be delivered with the system. The O&amp;M manual shall have a section that details the concept of operation. An appendix to this manual shall include manufacturer's data sheets for all electronic components in the system.</li> </ul>			EA	
16.6	<ul style="list-style-type: none"> <li>Antenna characterizations: Data files of measurements from antenna test range shall be provided. The data plots from the antenna test range shall be provided.</li> </ul>				
17	Site Acceptance Testing, Delivery and Installation – Alaska	72	1	EA	
18	Site Acceptance Testing, Delivery and Installation – Azores	72	1	EA	
19	One year warranty for each unit		2	EA	
	<b>Subtotal – Alaska Unit</b>				
	<b>Subtotal – Azores Unit</b>				
	<b>TOTAL PROPOSED PRICE</b>				

OFFEROR'S SIGNATURE:

\_\_\_\_\_  
Company

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Signature of Authorized Representative                      Date

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Typed/Printed Name

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Title

**Note: Taking any exception to the provisions in Section I or J, or any other terms and conditions of the RFP, could negatively impact Battelle’s overall evaluation, to the extent that your proposal could be rendered non-responsive, removing your proposal from further award consideration.**

(A Word document of this Section is provided as Attachment 3)

## SECTION I

### SPECIAL PROVISIONS

#### **Environment, Safety, and Health Requirements - DOE Sites (other than PNNL)** *(cl 3113c - Feb 2010)*

- 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:
    - i. 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.
    - ii. 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:
    - i. Current information about actual or potential work-related site hazards (chemical, radiological, physical, biological, or ergonomic);
    - ii. Employee job-task and hazard analysis information, including essential job functions;
    - iii. Actual or potential work-site exposures of each employee; and
    - iv. 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.

**Export Control Information** *(cl 387 -- Feb. 2011)*

For each article, deliverable, good, software program, or product, Contractor shall provide to Battelle the item's Commerce Control List (CCL) Export Control Classification Number (ECCN), or, if applicable, the item's USML category. Contractor shall provide this information using the Export Control Information Reporting Form located at <http://www.pnl.gov/contracts/documents/>. If requested, Contractor shall also provide reasonable assistance, at no additional charge, to enable Battelle to validate the CCL ECCN or USML category. Contractor agrees to indemnify and hold harmless Battelle, its officers, agents, and employees from any and all federal fines or other penalties resulting from Contractor's failure to provide Battelle with accurate export controls information. This provision shall survive the expiration or termination of the contract.

**Performance Schedule**

Contractor shall provide a performance schedule identifying major production milestones and deliverables to accomplish the requirements of this contract. From the date of contract award, 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.

**Monthly Progress Report**

Contractor is required to provide a monthly progress report to the Technical Administrator with a copy to the Contracts Specialist.

**Payment Schedule**

Notwithstanding the invoice and payment clause contained in the General Provisions, payments shall be based on the contract milestone, deliverable approval and payment schedule.

## SECTION J

### GENERAL PROVISIONS

Fixed Price General Provisions for Commercial Items – Supplies/Service apply to this award and can be found at the following link:

<http://www.pnl.gov/contracts/documents/generalprovisions.asp>

## **SECTION K**

### **LIST OF ATTACHMENTS**

The attachments listed below are a part of this solicitation.

Attachment 1 RFP 198982 Technical Specifications

Attachment 2 General Provisions – Also, see link in Section J

Attachment 3 RFP 198982 Financial Proposal Form

The following document can be found at this link:

<http://www.pnl.gov/contracts/documents/solicitations.asp>

Attachment 4 Representations and Certifications – Commercial Items

**[END OF SOLICITATION]**