Request for Proposal Number 561298

Issued by: Battelle
Battelle Boulevard, K9-15
P.O. Box 999
Richland, WA 99352-0999 USA

Proposal Due Date: April 2, 2020, 5:00 p.m. PDT
Proposals shall be valid for 120 days

Contracts Specialist:
Name: Julie Hughes
Telephone Number: 509/371-7202
Email: Julie.Hughes@pnnl.gov

Project Completion Date: December 31, 2021

Payment Terms: Net 30
Contract Type: Fixed Price

Offer
We offer to sell the services at the prices indicated, on the terms and conditions stated and the referenced General Provisions which will be a part of any resulting contract.

Offeror shall sign and return with the submitted response

Firm Name
Telephone Number
Fax Number

Offer Date
Email Address

Name
Title

Signature

This is a Request for Proposal (RFP) for Aircraft Modification Services. Proposals should be initially submitted on the most favorable technical terms which can be offered because of the possibility that award will be made without discussion(s) of proposal(s) received.

The Total Maximum Price (TMP) for this project is $8,800,000.00 USD and shall include all taxes, duty, and any other costs required to ensure safe performance of the work (TMP includes the Required Base Modifications and any potential Options proposed by an Offeror in order of priority). In response to this RFP, a proposal with all information requested shall be provided.
Inquiries and Submission of Proposals:
All inquiries and submission of proposals shall be submitted in writing by email to: Julie L. Hughes (reference RFP No. 561298), julie.hughes@pnnl.gov.

Notice of Intent to Propose:
Offerors shall provide a Notice of Intent to Propose by March 17, 2020, 12:00 p.m. PDT. The Notice of Intent to Propose form is included in Attachment 5.

Mandatory Requirements:
1. The Offeror shall have a Part 145 Facility or equivalent Transport Canada Approved Maintenance Organization (AMO) that can prosecute all modification work in the United States or Canada.
2. The Offeror shall have an annual business volume, over the past three years, greater than $5M per year.
3. The Offeror shall have a Part 145 Facility or equivalent Transport Canada AMO which shall perform all physical modifications on the aircraft and have an annual business volume greater than $10M per year, over the past three years.
4. The Offeror shall have letters of commitment, or established subcontract instruments, with all identified Designated Engineering Representatives (DER) and Designated Airworthiness Representatives (DAR), all of which have the proper authorizations necessary for the successful completion of this project.
5. The Offeror shall have successfully completed at least five modifications with Supplemental Type Certificate (STC) in the past 10 years; of the five, at least two shall have included mounting of wing pylons and/or fuselage extremities on a Part 25 jet aircraft.
6. The Offeror shall have successfully completed at least five modification with STC in the past 10 years; of the five, at least two of which include interior cabin layout and electrical modification on a Part 25 jet aircraft.
7. Offeror shall have a Project Manager with a minimum of 3 years of experience with Part 25 aircraft modifications in the areas specified in the Statement of Work (SOW).

Proposal Questions:
Questions, if any, are due in writing to Julie Hughes at julie.hughes@pnnl.gov by March 20, 2020, 5:00 p.m. PDT.

Proposal Due Date:
Proposals shall be delivered to Battelle on or before April 2, 2020, 5:00 p.m. PDT, and shall be valid for a minimum of 120 days.

False Statements in Proposals:
Offerors shall provide full, accurate, and complete information as required by this RFP and its attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

Explanation to Prospective Offerors:
Any prospective Offerors desiring an explanation or interpretation of the RFP, drawings, Statement of Work, etc., shall request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their proposal. Oral explanations or instructions given before the award of a Contract will not be
binding. Any information given to a prospective Offeror concerning the RFP will be furnished promptly to all other prospective Offerors as an amendment to the RFP.

**Contact with Selection Panel Prohibited:**

Prospective Offerors are prohibited from discussing the RFP and the Project with any member of the Source Selection Panel, or any Battelle staff, except as provided herein. Unauthorized contact with evaluators or staff during the proposal preparation and evaluation periods may be grounds for disqualification. Contact with Battelle staff during the proposal period that shall take place by virtue of an existing contract agreement should be disclosed to Julie Hughes at the earliest possible time.

**Solicitation Provisions:**

In addition to the requirements outlined herein, the Solicitation Provisions, Form A-609-SP (November 2014), available at [http://www.pnnl.gov/contracts/contractdocuments.aspx](http://www.pnnl.gov/contracts/contractdocuments.aspx) apply to this Request for Proposal.

**Proposal Preparation Instructions: (Attachment 1)**

Each proposal submitted should be prepared in accordance with the instructions listed in the attached Proposal Preparation Instructions.

**Evaluation Criteria: (Attachment 2)**

Each proposal submitted will be evaluated in accordance with the attached Evaluation Criteria.

**Statement of Work: (Attachment 3)**

The enclosed Statement of Work outlines the services required.

**General Provisions:**


**Representations and Certifications**

Each proposal submitted shall include the completed and signed Representations and Certifications which may be found at: [http://www.pnnl.gov/contracts/contractdocuments.aspx](http://www.pnnl.gov/contracts/contractdocuments.aspx).

- The NAICS code for section A.1 of the Representations and Certifications is 336411
- The size standard for section A.2 is 1500. (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.

**Draft Contract (Attachment 4)**

Provided for your review is a copy of the draft contract.

**Additional Requirement(s)**

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

**Government-Furnished Property**

The following Government-Furnished Equipment shall be delivered to the Contractor and must be maintained by the Contractor per DEAR 970.5245-1 titled "Property". Contractor shall also maintain a complete listing of
equipment/property to include responsible party, description, model number, part number, manufacturer, etc. The equipment must be returned to Battelle when requested or otherwise disposed of as directed by Battelle at the end of the period of performance.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Est. Delivery Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bombardier Challenger 850, TN 7152</td>
<td>June 1, 2020</td>
<td>$6,000,000.00</td>
</tr>
</tbody>
</table>

Indemnity (cl. 351C – Aug 2009)
Contractor shall indemnify and save harmless Battelle from and against any and all liabilities and losses for injury (including death) to persons (including but not limited to Contractor’s employees) or damages to property to the extent caused by a negligent act or omission or willful misconduct of the Contractor, its agents, or employees that occur during the performance of this Contract, including any and all expense, legal or otherwise, incurred in the investigation or defense of any claim.
This indemnification shall not include such injuries to any person or persons or damage to or destruction of any property to the extent caused by the negligence or omission of Battelle or its employees.

Additional Insurance Requirements
In accordance with paragraph A.6. of the Insurance Requirements (cl. 378 – April 2017) set forth in Battelle’s General Provisions for Fixed Price Commercial Items – Supplies/Services, Form A-409.22-CI (November 2018), the Contractor shall maintain the following additional insurance:
- Hangar Keepers Liability: $15 Million, and
- Completed Operations: $1M

Drawing Review (cl QA-182 -- July 2019)
Contractor shall deliver an electronic copy of design drawings and specifications within thirty calendar days from (or as identified in the statement of work or specification) the Contract's date for Battelle's review. All such documents shall be approved by Contractor's designated engineering representative and contain all details necessary for Battelle's complete analysis of Contractor's design and its compliance with contract requirements.
Unless otherwise specified, Contractor shall provide all documents required by this contract to the Battelle Contracts Representative on or before the required due date for each contract deliverable. Battelle shall have the right to reject, as not in conformity with the requirements of this contract, any supplies or services for which all required reports, procedures, or certifications are not delivered.

As-Built Drawings (cl QA-184 -- July 2019)
Prior to submission of its final payment invoice, the Contractor shall deliver to Battelle a revised electronic copy (or number of copies identified in the statement of work or specification) of all Battelle furnished or Contractor generated design drawings and specifications necessary to depict accurately all delivered supplies; provided, however, that if the supplies delivered conform exactly to all such design drawings and specifications, the Contractor shall instead so certify in writing. Such certification shall clearly specify all applicable design drawings and specifications (redline drawings are not acceptable).
Unless otherwise specified, Contractor shall provide all documents required by this contract to the Battelle Contracts Representative on or before the required due date for each contract deliverable. Battelle shall have the right to reject, as not in conformity with the requirements of this contract, any supplies or services for which all required reports, procedures, or certifications are not delivered.

**Workplace Substance Abuse Program** (cl 395 -- July 2016)

A. Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, implement, and maintain Battelle's Workplace Substance Abuse Program for employees identified as being in Testing Designated Positions (TDP). The Contractor's program implementation is subject to monitoring by Battelle throughout the term of the Contract.

B. Remedies. In addition to any other remedies available to Battelle and the U.S. Department of Energy, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with Battelle's approved program may render the Contractor subject to the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.

C. Subcontracts.

1. The Contractor agrees to notify the Battelle Contracts Representative reasonably in advance of, but not later than 35 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707.

2. The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to implement Battelle's Workplace Substance Abuse Program, as a condition for award of the subcontract. Battelle will periodically monitor each subcontractor's implementation of the Battelle program for effectiveness and compliance with 10 CFR part 707.

3. The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

**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

Service Contract Act

Minimum Wage Determination will be determined prior to award.

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 Contracts Specialist 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."

Contract Award

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 best value after satisfying all the business and 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. 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);

F. 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);

G. request oral and/or written discussions;

H. 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

I. negotiate only with a single offeror 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.