



Pacific Northwest
NATIONAL LABORATORY

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Battelle Memorial Institute, Pacific Northwest Division
Acting Under Contract DE-AC05-76RL01830
With the U.S. Department of Energy
Operating the Pacific Northwest National Laboratory (PNNL) (www.pnnl.gov)

Request for Proposal Number 201188

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| Issued by: Battelle Battelle Boulevard, K9-15 P.O. Box 999 RICHLAND, WA 99352-0999 USA | Ship To address: Battelle for US DOE 3335 Q Avenue Richland, WA 99354 United States |
| Contracts Specialist: Name: Kenneth Blaine Telephone Number: 509/371-7587 Fax Number: 509/375-3818 Email: kenneth.blaine@pnnl.gov | Anticipated Freight Terms: DOM FOB-Dest. Collect |
| Proposal Due Date: April 18, 2012 | Required Delivery Date: June 1, 2012 |
| Payment Terms: Net 30 | Anticipated Contract Type: Fixed Price |

Offer

We offer to sell the items (or alternate items as specified) at the prices indicated, on the terms and conditions stated and the referenced General Provisions which will be a part of any resulting contract.

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 for a Home File 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.

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

Line Items and Pricing Instructions

The proposal shall include the following with the proposed price completed

| Item | Material/ Description | Quantity | Proposed Price | Extended Price |
|------|--|----------|----------------|----------------|
| 1 | Home File system to support storage of user and system data that will be used by multiple clusters and systems | 1.00 | | |
| 2 | Options for extending maintenance year by year for an additional 3 years | 3.00 | | |

Technical Specifications

The enclosed Technical Specification outlines the requirements for this solicitation.

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 - Feb 2012)*

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

5. Before work is performed, the associated hazards are evaluated and a set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 6. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
- C. The Contractor, relative to the Statement of Work and contract specifications, shall be able to demonstrate through documentation and work practices that its performance of work under this contract -
1. Fulfilled the scope of work as outlined in this contract
 2. Identified and analyzed specific, task-level hazards associated with the work
 3. Developed and implemented hazard controls related to the hazards
 4. Allowed the performance of work within the controls
 5. Provided feedback to Battelle and Contractor employees on adequacy of hazard controls
- D. The Contractor shall work in accordance with a DOE-approved Worker Safety and Health Program (also referred to in the DEAR as a Safety Management Plan) as described below:
1. The Contractor shall demonstrate well-established safety protocols applicable to the scope of work and consistent with the required elements stated in this clause. Prior to the initiation of any onsite work, the Contractor shall either-
 - Accept and incorporate Battelle's PNNL Contractor Environment Safety and Health Manual (<http://www.pnl.gov/contracts/esh-procedures/>) 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, available on-line at <http://www.pnl.gov/contracts/esh-procedures/>.
 - Submit its own 10 CFR 851 and DEAR 970.5223-1 compliant Worker Safety and Health Program (WSHP) document to the Battelle Contracts Representative. The Battelle Contracts Representative will coordinate the review and approval of the program document by DOE. The Contractor will be notified by the Battelle Contracts Representative of the program document's approval by DOE. Acceptance of the Contractor's program document will be at the sole discretion of DOE.
 2. The Contractor will be provided a completed Acquisition Hazard Assessment (AHA) checklist by the Battelle Technical Administrator prior to initiation of Contractor's onsite work. The AHA incorporates elements of effective job planning. Elements include identifying: the scope of work to be performed; potential hazards to Battelle and Contractor staff, the public and environment created by the work performed; hazard control methods and mitigation; and mechanisms to evaluate the adequacy of those controls. The AHA is a key control process in the safe conduct of work at Battelle. The Contractor is expected to possess the completed AHA in order to access Battelle property or facilities and initiate work.
- E. The Contractor shall perform the following additional hazard identification tasks consistent with an approved WSHP:
1. The Contractor shall be responsible for identifying all potential occupational exposures that its employees and the employees of its lower-tier subcontractors will be exposed to while performing any work under this contract.

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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:
- 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.
4. For each of its employees and each of its lower-tier subcontract employees, a copy of the exposure information provided to the Contractor's occupational medical provider shall be submitted to the Battelle Contracts Representative and approved by Battelle before any of these employees begin work under this contract.
- F. The Contractor shall notify the Battelle Contracts Representative immediately of any OSHA-recordable injuries/illnesses, any "off-normal occurrences," or Government property damaged, that the Contractor determines to have occurred in the course of operations onsite and shall furnish such further information as the Battelle Contracts Representative may require. An "off-normal occurrence" is any unplanned or unexpected event, including near misses, or the discovery of a deficiency in a procedure, plan, or system that has real or potentially undesirable consequences to personnel, equipment, facilities, the environment, and/or programs.
- G. The Contractor's onsite ES&H activities will be subject to review by the Technical Administrator of this contract. Other representatives of Battelle may conduct periodic inspections of the Contractor's equipment, work and storage areas for compliance with the applicable ES&H requirements. The Battelle Contracts Representative will notify the Contractor by a written Notice of Non-compliance of any observed non-compliance with applicable ES&H requirements. The Contractor shall immediately take appropriate corrective action. The Contractor shall advise the Battelle Contracts Representative, in writing, within five (5) working days of the corrective action taken on any safety non-compliance noted on the written Notice of Non-compliance. If the Contractor fails or refuses to correct the safety non-compliance, Battelle may perform, or cause to be performed, the necessary corrective work and unilaterally charge the Contractor for the cost thereof. Such charges will be deducted from payments otherwise due the Contractor under this contract.
- H. The Contractor shall promptly evaluate and resolve any non-compliance with applicable ES&H requirements. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment, or health and safety of employees or the public, the Battelle Contracts Representative may issue an order stopping work in whole or in part and the Contractor shall be liable for the delay and any costs thereby incurred. Any stop-work order issued by Battelle under this clause (or issued by the Contractor to a subcontractor in accordance with this clause) shall be without prejudice to any other legal or contractual rights of Battelle. In the event that the Battelle Contracts Representative issues a stop-work order, an order authorizing the resumption of the work may be issued at the discretion of the Battelle Contracts Representative. The Contractor shall not be entitled to an extension of time, or additional cost or fee,

or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

I. Employee Concerns Program

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

J. Civil Penalties and Indemnification

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

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

Export Control

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

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.

Contract Contents

Each proposal submitted shall include a statement of acceptance for the following General Provisions: The Fixed Price General Provisions for Commercial Items - Supplies/Services, Form A-409.6-CI dated December 2011, apply and may be viewed at <http://www.pnl.gov/contracts/documents/generalprovisions.asp>.

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 submit the contract award and 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."

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.

Battelle Contracts Representative

The Battelle Contracts Representative, Kenneth Blaine, 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- Commercial 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 334111,
 - the size standard for section 2(a)(2) is 1,000 employees.
- B. Insurance Certificate
- C. A price offer with all information requested herein including the completed Certificate of Established Catalog of Market Price Form located at <http://www.pnl.gov/contracts/documents/solicitations.asp>
- D. If this proposal is for primarily for goods submit a Technical Proposal prepared in a manner consistent with the attached Specification dated February 16, 2012. 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.

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).

Proposals shall be delivered to Battelle on or before March 3, 2012 and shall be valid for a minimum of 60 days.

Proposals are preferred to be submitted via Email to kenneth.blaine@pnnl.gov with a subject line that includes the words "Proposal to RFP 201188. Proposals may also be submitted via facsimile at the Fax Number provided herein or by hard copy to the above address. All transmittals must reference "Proposal to 201188. Proposals submitted by overnight mail must be mailed to:

Battelle, Pacific Northwest Division
ATTN: Kenneth Blaine, K9-15
P.O. Box 999
Richland, WA 99352

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.

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 the 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.

Brand Name or Equal *(cl 606 - Jan 1986)*

The use of brand names in this Solicitation is intended to be descriptive and to indicate the quality and characteristics of products that will be satisfactory. If the offeror proposes to furnish an equal product, the brand name of such product shall be clearly identified in the offer. The determination as to equality of the product offered shall be the responsibility of Battelle based on information furnished by the offeror. To ensure that sufficient information is available for evaluation, the offeror shall furnish as a part of its offer all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for Battelle to 1) determine whether the product offered meets the essential characteristics of this Solicitation and 2) establish what Battelle would be binding itself to purchase.

NOTE 1: Offers shall be considered as offering the brand name product referenced in this Solicitation unless offeror clearly indicates that it is offering an equal product.

NOTE 2: If offeror proposes to modify a product to make it conform to the essential characteristics of this Solicitation it shall 1) include in its offer a clear description of such proposed modifications and 2) clearly mark any descriptive material to show the proposed modifications.

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 lowest price after satisfying all the technical requirements of this solicitation.

Battelle may:

- A. reject any or all proposals;
- B. request clarification of minor irregularities, informalities or apparent clerical mistakes;
- C. waive minor irregularities, informalities or apparent clerical mistakes in offers received
- D. accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the proposal;
- E. award multiple contracts as a result of this solicitation;
- F. reject a proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than prices for some items and prices which are significantly overstated in relation to prices for other items, and if there is a reasonable doubt that the proposal will result in the lowest overall price to Battelle even though it may be the 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.