

<p>CONTRACT REPRESENTATIVE Tanya Smith MSIN: K9-15 Battelle Boulevard P.O. Box 999 RICHLAND, WA 99352-0999</p> <p>Tel: 509/375-6823 Fax: 509/375-3818 E-mail: tanya.smith@pnl.gov</p>	<p>SHIP TO: PO #TBD Battelle for US DOE 3335 Q Avenue Richland, WA 99354 United States</p>
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THE REQUIREMENTS IDENTIFIED HEREIN WILL BE FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (RECOVERY ACT)

This is a request for proposal for purchase of a high-data speed Inductively Coupled Plasma Mass Spectrometer (ICPMS). 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.

Submit quotations showing unit and total prices for items listed below for meeting the stated required delivery date. If unable to meet stated date, offer best delivery date.

LINE ITEMS

Line	Qty	U/M	Description	Unit Price	Total Price
1	1	EA	High-Data Speed Inductively Coupled Plasma Mass Spectrometry Capability (ICPMS) per the attached specification	-	-

PRICING INFORMATION

- A. Prices proposed herein are substantiated with enclosed copy of published price lists and/or catalog price sheets including conditions of any available discounts and are not more than those offered our most favored purchasers for similar quantities under like conditions.
- B. Published price list and/or catalog price sheets are not available. The prices proposed herein are not more than those offered our most favored purchasers including the United States Government for similar quantities under like conditions. If checked, include copies of recent invoices, sales slips, etc., for similar quantities of like material or services to at least two (2) other firms for verification.

Signed _____

Date _____

BATTELLE CONTRACTS REPRESENTATIVE

The Battelle Contracts Representative, Tanya Smith, 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.

Each proposal submitted should include:

1. A statement of acceptance of the conditions referenced in the General Provisions below.
2. Completed Representations and Certifications Form - Commercial Items found at <http://www.pnl.gov/contracts/documents/solicitations.asp>. Suppliers shall provide the completed representations and certifications no later than October 19, 2009 indicating an intent to respond.
 - The NAICS code for section 2(a)(1) is 423490
 - The size standard for section 2(a)(2) is 500 employees
3. Completion of the Trade Agreements Act Certificate attached to this Request for Proposal. This certificate shall be included as an attachment to completed representations and certifications.

Proposals are preferred to be electronically submitted to tanya.smith@pnl.gov. Transmittals containing proposals should include "Proposal to RFP No. 110162" in the subject line. Proposals must be received by Battelle no later than October 23, 2009.

Proposals may also be submitted via facsimile at the number above or by hard copy to the address above. Correspondence must include "Proposal to RFP No. 110162." Proposals submitted by overnight mail must be mailed to

Battelle, Pacific Northwest Division
6th Street Warehouse
790 6th Street
ATTN: Tanya Smith, K9-15
Richland, WA 99354

GENERAL PROVISIONS

Each proposal submitted shall include a statement of acceptance of the conditions referenced below. The conditions may be viewed as at <http://www.pnl.gov/contracts/documents/generalprovisions.asp> :

- Fixed Price General Provisions for Commercial Items – Supplies/Services, form A-409.2-CI
- General Provisions Supplement - Recovery Act, form A-409-ARRA Suppl1-R1

RECOVERY ACT REQUIREMENTS

The following Recovery Act forms will be applicable to the successful offeror and may be viewed at <http://www.pnl.gov/contracts/documents/>

- Reporting Requirements (Form A-409-ARRA-Reporting - R1)
- Monthly Contract Cost-to-Date Estimate (Form A-409-ARRA-Accrual - R1)

EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the RFP must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instruction given before the award of the 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 of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

PROPOSAL DUE DATE AND VALIDITY PERIOD

Proposals shall be delivered to Battelle on or before the proposal due date and shall be valid for a minimum of 60 days.

AMENDMENTS TO 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 time specified for receipt of proposals.

SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS (CL 605, OCT 2007)

1. 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.
2. 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--
 - A. 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
 - B. 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
 - C. It is the only proposal received.
3. 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.
 - A. 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.
 - B. 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.
 - C. 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.
 - D. Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - E. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars unless otherwise permitted by the solicitation.
 - F. 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.

- G. Offerors may submit revised proposals only if requested or allowed by the Battelle Contracts Representative.
- H. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Battelle Contracts Representative
4. 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).
5. 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--
- A. 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
- B. 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.

ANTI-KICKBACK PROCEDURES (CL 398 - JUL 1995)

A. Definitions

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Battelle, Battelle employees, subcontractor, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by Battelle for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with Battelle.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by Battelle or a subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than Battelle, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to Battelle or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- B. The Anti-Kickback Act of 1986** (41 U.S.C. 51-58) (the Act), prohibits any person from -
1. Providing or attempting to provide or offering to provide any kickback;
 2. Soliciting, accepting, or attempting to accept any kickback; or
 3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.
- C.**
1. When the Contractor has reasonable grounds to believe that a violation described in paragraph B of this clause may have occurred, the Contractor shall promptly report to the Battelle Contracts Representative in writing the possible violation. Such reports shall be made to the inspector general of Battelle, and Battelle shall forward such reports to DOE, or the Department of Justice.
 2. The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph B of this clause.
 3. The Battelle Contracts Representative may (i) offset the amount of kickback against any monies owed by Battelle under the prime contract and/or (ii) direct that the prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Battelle Contracts Representative may order that monies withheld under subdivision C.3.(ii) of this clause be paid over to DOE unless Battelle has already offset those monies under subdivision C.3.(i) of this clause. In either case, the Prime Contractor shall notify the Battelle Contracts Representative when the monies are withheld.
 4. The Contractor agrees to incorporate the substance of this clause, including this subparagraph C.4, in all subcontracts under this contract which exceed \$100,000.

BID AND PROPOSAL COSTS

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.

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.

TYPE OF CONTRACT

Battelle contemplates awarding a fixed price contract for this request.

TECHNICAL SPECIFICATIONS

The enclosed Technical Specification outlines the requirements for this solicitation.

INSURANCE /PRELIMINARY HAZARDS ASSESSMENT (PHA)

As required in the referenced general provisions the Contractor must provide a valid insurance certificate and completed PHA prior to any work performed on-site.

PROMPT PAYMENT DISCOUNTS

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.

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

a) Battelle may evaluate proposals received in response to this solicitation without discussion. Contract award, if any, will be made to the responsive, responsible offeror whose evaluated proposal will be most advantageous to Battelle, considering only price and any price-related factors specified elsewhere in the solicitation, or

(b) Battelle may reject any or all proposals, and waive informalities or minor irregularities in proposals received, or

(c) Battelle may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the proposal, or

(d) Battelle may 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.

We offer to sell the above 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 order.		F.O.B. DESTINATION	
		Delivery Date at F.O.B. Point	
		Terms of Payment - Payment terms shall be 80% at receipt of system and 20% after installation and acceptance of system. Payment shall be Net 30 upon completion or receipt of invoice, whichever is later. If prompt payment discounts are available, please state	
Firm Name	Offer Date	Weight	Recommended Carrier
Dimensions	Number of Boxes	Origin Zip Code	
Telephone No.	Fax No.	Email Address	
Name/Title	Signature		

Trade Agreements Certificate (Jan 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin:

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

52.225-18 – Place of Manufacture

Place of Manufacture (Sep 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

Technical Specification for High-Data Speed Inductively Coupled Plasma Mass Spectrometry Capability (ICPMS) for Metallomics Characterization

The Environmental Molecular Sciences Laboratory (EMSL), a part of Pacific Northwest National Laboratory (PNNL), desires to develop unique capability for the metallomic (bioinorganic) characterization of environmental and biological samples. EMSL will accordingly develop and build an instrumental capability that comprises both molecular and elemental/isotopic analysis channels. Coupled to common high-performance liquid chromatography system, the molecular analysis channel will incorporate quadrupole time of flight mass spectrometry (Q-TOFMS) technology, and the elemental channel will be provided for using inductively coupled plasma mass spectrometry (ICPMS) technology. Very fast data acquisition speeds are required for both molecular and elemental analysis channels to provide the highest time resolution data possible, and enable the use of high-pressure, high peak capacity chromatographic separations. Accordingly, a sensitive, reliable, and robust ICPMS system that provides extremely fast data acquisition times for the entire periodic table is required. This request is for such a system, with the following detailed specifications:

1. A compact, benchtop ICPMS system is required
2. Conventional Argon gas (<15 L/min) ICP operating parameters (27 MHz frequency, 1.5 kW power, auto-tuning capability) are required
3. Sample introduction shall be flexible and allow solution, aerosol, particulate, and chromatographic coupling at atmospheric pressures. A peristaltic pump shall be provided for solution analysis work and specification testing.
4. Conventional ICP torch geometry, size, gas flow, and quartz construction required. Torch adjustment in x-y-z directions shall be provided for.
5. A high-sensitivity and robust plasma sampling interface shall be provided, using a cone and vacuum system that can accommodate all sample types, including organic solvents and eluants typically used in chromatographic separations.
6. An automated vacuum system of conventional type for ICPMS is required. The vacuum system shall be able to accommodate use of organics as typically used in chromatographic separations. The vacuum system shall not limit the ability to perform ultra-trace analysis, and shall provide for a clean, contaminant free vacuum background.
7. The mass spectrometer and detection systems shall be capable of very high data acquisition rates, and be able to obtain spectra at a rate of 30,000 full (0-260 m/z) elemental mass spectra per second. Integrated spectra of at least 100 full scans/sec shall be obtainable.
8. The detector shall have an inherent sampling rate of 10^9 counts/sec, and shall be operable in either analog or pulse counting modes.
9. A complete and flexible software and computer system shall be provided that allows routine instrument operation, automated optimization and sample analysis (semi-quantitative and quantitative analysis) modes, and transient sampling software and data reduction/display routines.
10. System analytical performance specifications shall be as follows:
 - o Sensitivity: 10 MHz(counts/sec)/ppm, mid-mass elemental mass range

- Detection Limits: <5 ppt (ng/L) mid-mass range elements
- Background count rates: <3 counts/sec across elemental mass range
- Dynamic range: > 6 decades of linearity (R>0.99)
- Resolution, FWHM: 500-2000
- Abundance Sensitivity: 10^5 minimum
- Measurement precision, %RSD: <1% over 30 min
- Isotope ratio precision, % RSD: <0.05 % for 10 ppb Mg
- Stability (drift): <1%/hr
- Oxide ratio: < 3% for CeO/Ce
- Doubly charged ion ratio: < 2% for Ba⁺⁺/Ba⁺

Documentation

Proposals must include documentation of previous demonstration of successful delivery of a High-Data Speed Inductively Coupled Plasma Mass Spectrometry Capability (ICPMS) within the past 3 years. The documentation shall provide references and contact information.