

PART I - SCHEDULE

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A. SOLICITATION / CONTRACT FORM

A.1 Contract Type

a. *Services Required*

[Battelle Memorial Institute](#) (Battelle), in connection with Battelle's operation and maintenance of the U.S. Department of Energy's [Pacific Northwest National Laboratory](#) (PNNL) at Richland, Washington under Contract No. DE-AC05-76RL01830 has need for a **Professional Design Team (PDT)** to provide campus master planning, programming and conceptual design for replacement (new) facilities which will be used to consolidate multi-functional research capabilities currently located in the 300 Area of the Hanford Site.

b. *Firm Fixed Price (Stipulated Sum)*

Battelle contemplates award of a final Firm Fixed Price (Stipulated Sum) contract for Basic or "Included" Services with options to add Additional Services using Industry standard compensation methods and an industry standard contract form similar to the American Institute of Architects (AIA) Form B141 Part 2, modified to include Battelle Standard Terms and Conditions. At the sole discretion of Battelle, at any time prior to or after selection of the top-ranked firm, the type of contract (in whole or in part) may be converted to an Indefinite Quantity or Cost Reimbursable contract.

A.2 Basis of Award

a. **Qualifications Based Selection:** Battelle uses a Qualifications Based Selection process by which contracts for A/E services are negotiated on the basis of demonstrated competence and qualification for the type of professional services required at a fair and reasonable price. A Source Selection Panel appointed specifically for this acquisition will review, evaluate, score and rank all proposals to identify the 3 – 5 most highly qualified firms. Following interviews with these short-listed firms, a recommendation of the "highest qualified firm" will be made to the Source Selection Authority with a request to begin negotiations to determine a fair and reasonable price. The following is a high level summary of the steps taken during the qualifications based selection.

- 1) Request for Proposal (RFP)
- 2) Statements of Qualifications / Proposals
- 3) Evaluations of Statements / Proposals
- 4) Development of a Short-List (Top 3 – 5 Firms)
- 5) Interviews/Discussions with Firms
- 6) Rankings of the Top 3 - 5 Firms
- 7) Selection of the "highest qualified firm"

b. **Battelle Reserves the Right.** Battelle reserves the right to reject any or all Proposers as unqualified, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional proposals.

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- c. **No Compensation for Submission of Proposal.** No compensation will be made by Battelle to firms for submission of proposals during the qualifications submittal.
- d. **Stipend to Short-Listed Firms:** All firms short-listed for the purpose of interviews and discussions will be awarded a Stipend / Honorarium of \$10,000 at the interview. The Stipend will be a separate Contract Agreement between Battelle and each short-listed firm. A draft of the Stipend / Honorarium Agreement is included in PART III – Exhibits and Attachments.
- e. **Negotiations with the Top-Ranked Firm:**
 - 1) When the final selection is made by the Source Selection Authority, the Battelle Contract Specialist will begin negotiations with the top-ranked firm. The negotiations will be conducted pursuant to the procedures set forth in FAR 15.
 - 2) If a Contract Price is not agreed upon within a reasonable time, the Contract Specialist will conclude negotiations with the top-ranked firm and initiate negotiations with the second-ranked firm.
 - 3) If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated.
 - 4) If negotiations fail with all selected firms, the ranking by competence and qualifications will be expanded beyond the 3 – 5 firms previously identified. The negotiation process will then continue until an agreement is reached and a contract awarded.
- f. **Schedule for Selection/Award:** The selection process shall include the following activities and tentative schedule:

<u>Activities</u>	<u>Tentative Schedule</u>
1) Public Announcement / RFP	10/19/04
2) Receive Qualifications	11/8/04
3) Evaluation of Statements / Develop Short List	11/8/04 To 11/12/04
4) Rank Top 3-5 / Interviews / Discussions with Firms	11/15/04 To 12/03/04
5) Negotiation with the Top-Ranked Firm	12/6/04 To 12/17/04
<i>CONTRACT AWARD</i>	<i>Mid-December, 2004</i>
<i>Interim Deliverable – Programming for one Bldg</i>	<i>February, 2005</i>
<i>CONTRACT COMPLETION</i>	<i>April, 2005</i>

A.3 Terms and Procedures

- a. **Single Point of Contact:** The single point of contact for ALL communication relating to this RFP, and for the formal submission of responses, is Kim Anderson, Contract Specialist. The following is contact information for Mr. Anderson:

Battelle Memorial Institute

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Attention: Kim Anderson
901 Battelle Blvd, Mail Stop J2-05
Richland, WA 99352

Phone: 509.376.5281
Fax: 509.376.2667
Email: kim.anderson@pnl.gov

- 1) Email is the preferred form of communication for requests or communications related to the RFP or its requirements.
 - 2) Formal submission of responses to this RFP must be in writing.
 - 3) **Contact with Selection Panel Prohibited:** Prospective Proposers are prohibited from discussing the RFP and the project with any member of the Source Selection Panel, or any Battelle or PNNL 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 or PNNL staff during the proposal period that must take place by virtue of an existing contract agreement should be disclosed to the Battelle single point of contact at the earliest possible time.
- b. Proposal Documents (RFP):** The RFP is available at no cost on the Battelle 300 Area Facility Transition web page at <http://www.pnl.gov/tarf>. Firms interested in responding to this RFP are requested to reply by letter, fax or email to the contact listed above with the following information:

Lead Company Name:
Key Contact:
Principle Address:
Phone:
Fax:
Email:

A list of all prospective Proposers will be maintained on the RFP website.

- c. Copies of Documents:** RFP documents on compact disk(s) in Adobe PDF format are available from Battelle upon request.
- 1) Complete sets of RFP documents must be used in preparing proposals. Neither Battelle nor any consultant of Battelle who might have been involved in the preparation of the proposal documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP documents.
 - 2) Battelle makes copies of the RFP available on the above terms only for the purpose of obtaining proposals for the work and does not confer any license or grant for any other use.
- d. Questions:** All questions about the meaning or intent of the RFP are to be directed to the Battelle Single Point of Contact.
- 1) Interpretations or clarifications considered necessary by Battelle in response to

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such questions will be issued by addenda to the RFP.

- 2) Questions will only be received from registered RFP holders, and must be in writing (letter, facsimile or e-mail).
- 3) Questions received less than 5 days prior to the date for receipt of proposals may not be answered.
- 4) Only questions answered by formal written addenda to the RFP will be binding; oral and other interpretations or clarifications will be without legal effect.
- 5) Addenda may also be issued to modify the RFP documents as deemed advisable by Battelle.
- 6) Only registered RFP holders will receive notification of addenda.

e. Briefings/Site Visits:

- 1) No formal briefing or pre-proposal conference is planned for this action. Upon request, Battelle will make the site available for inspection by prospective bidders. All firms interested in access to the site must notify Rhonda Colley on 509-376-3149 of their intent to tour and their planned route.
- 2) It is the responsibility of each Proposer, before submitting a proposal, to:
 - Examine thoroughly the RFP documents, including Information Furnished by Owner;
 - Visit the site or take such steps reasonably necessary to become familiar with and satisfy the Proposer as to the general, local site conditions that may affect cost, progress, or performance of the work;
 - Consider federal, state, and local laws and regulations that may affect cost, progress, and performance of the work;
 - Study and carefully correlate the Proposers knowledge and observations with the RFP documents and other related data;
 - Promptly notify Battelle of any conflicts, errors, ambiguities, and discrepancies which the Proposer has discovered in the RFP documents.
- 3) Oral statements made by Battelle staff or consultants during a tour may not be relied upon and will not be binding or legally effective.
- 4) Questions and statements deemed by Battelle to be appropriate and relevant to the RFP will be answered in an addendum to the RFP.

f. Information Relating to Existing Surface and Subsurface Conditions and Structures: Battelle has identified certain reports, maps and/or tests, which have

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been utilized in preparation of the RFP documents.

- 1) The Proposer may rely on the general accuracy of the factual technical data contained in such reports but not upon other data, interpretations, recommendations or opinions contained in such reports, and not upon the completeness thereof for the purposes of preparing its proposal.
 - 2) Where such reports and maps are not included in the RFP documents, copies will be made available by Battelle to any Proposer on written request.
 - 3) Reports and maps included in the RFP documents are Contract Documents; however the Proposer is responsible for any interpretation or conclusion it may have drawn from such reports.
 - 4) No permission is granted to perform any subsurface excavations or inspections. Proposer must rely on the physical characteristics of the site and the subsurface conditions represented by Battelle in the RFP.
- g. Subsequent Services.** The scope and the focus of this RFP are limited to the campus master planning, programming and conceptual design as described herein. At an appropriate time, during or after this planning and programming phase, Battelle will initiate a separate selection process to choose the professional design team for the definitive design services phase for any or all of the buildings that are part of the final campus plan. The firm selected for this initial planning, programming and conceptual design phase may participate in the selection process for the professional design team to perform definitive design as a candidate without any preference or prejudice. In the event that the firm awarded this contract is not selected as the professional design team for the definitive design phase of one or more of the aforementioned buildings, Battelle, at its sole discretion, may retain the successful firm to this RFP as its (Battelle's) "consultant advisor" for the building for which they were not selected as the professional design team for, in order to provide continuity from the planning/programming/conceptual design to the definitive design phases. For such services, Battelle and Consultant will negotiate mutually acceptable compensation. The Consultant may not decline to be a "consultant advisor."

A.4 Selection Criteria and Weighting

The following is a list of selection criteria and weighting to be used in the RFP.

CRITERIA

POINTS

Relevant Experience – 400 Points

Master Planning - Development of a similar plan for multi-programmatic institutional Research & Development (R&D) in a campus like setting.

100

- o Past performance on projects of a similar magnitude and timeline.

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- Past project references and sponsor recommendations for similar types of work.
- Familiarity and demonstrated experience with DOE or other federal agency capital acquisition design processes and deliverables. Offers should emphasize experience in accordance with DOE Order 413.3.

Programming - Ability to evolve programming for facilities which will be used to consolidate multi-functional institutional laboratory R&D space in a campus setting. **150**

- Past performance on projects of a similar magnitude and timeline.
- Past project references and sponsor recommendations for similar types of work.
- Familiarity and demonstrated experience with DOE or other federal agency capital acquisition design processes and deliverables. Offers should emphasize experience in accordance with DOE Order 413.3.

Conceptual Designs - Ability to evolve conceptual designs for facilities which will be used to consolidate multi-functional institutional laboratory R&D space in a campus setting. **150**

- Past performance on projects of a similar magnitude and timeline.
- Past project references and sponsor recommendations for similar types of work.
- Familiarity and demonstrated experience with DOE or other federal agency capital acquisition design processes and deliverables. Offers should emphasize experience in accordance with DOE Order 413.3.

Personnel Qualifications – 300 Points

- Capabilities, qualifications and personal experience of the proposed team leader(s) including relevant experience on similar projects. **125**
- Capabilities, qualifications and personal experience of the proposed team members including relevant experience on similar projects **125**
- Availability of staff and the firm's capacity to perform the work in accordance with the completion schedule. **50**

Design Excellence – 150 Points

- Creativity and innovation. **100**
- Awards and recognition. **50**

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Business Approach – 150 Points

- Proposed business and organizational approach that will be used to accomplish the project objectives within the scheduled need. 50
- Ability to team with others as necessary to ensure project objectives are met within established time constraints. 50
- Communication strategy for how the team will establish and maintain effective lines of communication with PNNL. 50

B. RESPONDING TO THE RFP

B.1 Qualifications Submittal Format

- a. All submittal materials should be formatted to fit on 8 ½” x 11” sheets, preferably in portrait orientation, bound in a ring binder or spiral-bound booklet. Tabbed dividers should separate and identify the response items described below; numbered or titled as indicated.
- b. Submittals should be limited to the sections and items identified below. Although they are **not encouraged**, any additional materials submitted at the discretion of the submitting firm, such as standard brochures, team resumes, etc. **must be bound separately** from the main submittal, and marked clearly. Failure to comply with this requirement may result in disqualification of the entire submittal.

B.2 Qualifications Submittal Quantity

Provide seven (7) copies of the bound submittal. Additional copies of the submittal may be required for short-listed candidates. *All material submitted becomes the property of Battelle and will not be returned to submitting firm.*

B.3 Qualifications Submittal Instructions

The qualifications submittal should contain the following items:

a. Cover: To Include:

- 1) The Project Name (300 Area Replacement Facilities – Professional Design Team)
- 2) Request for Proposal No. 6733 – Submission of Qualifications
- 3) Date of Submission
- 4) Name of the Firm
- 5) Sub-list of Partner Firms, and / or Consultant Groups
- 6) Contact Information (contact person, phone, fax, email)

- b. Letter of Interest (maximum 2 pages):** Provide a brief letter (maximum 2 pages) expressing the prospective PDT’s interest in and qualifications for this Work. The letter of interest should be bound into the proposal, not submitted loose. The letter of interest,

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cover, or both should provide contact information for the firm, including a contact email address.

c. Qualifications Submittal:

[Tab 1] Table of Contents.

[Tab 2] Business Approach (maximum 5 pages total). Developing campus master planning, programming and conceptual design that considers infrastructure sustainability, life cycle, community, client sponsor, technology, multiple stakeholders, site requirements and project delivery presents a range of highly complicated challenges. In a brief but concise narrative that gives attention and consideration to the selection criteria:

- explain your approach to the Work and how you plan to integrate the individual and unique elements to achieve a “Best in Class” Research Campus;
- describe how the work elements and the project team will be organized to accomplish the Work within the schedule and technical objectives;
- describe the work elements to be accomplished through teaming/partnership arrangements with other firms;
- describe how the teaming/partnering will be accomplished; and
- explain your approach for establishing and maintaining effective lines of communication with Battelle.

[Tab 3] Relevant Experience / Design Excellence (maximum 10 pages total). Include descriptions and illustrations of relevant projects and experience over the last 5-10 years that make you uniquely qualified to develop campus master planning and to establish the programming requirements and conceptual design that will enable the PNNL to successfully transition its science capabilities off the Hanford site, and enable sustainability and growth at Battelle and the PNNL for the next 50 years.

- Label clearly the location and dates of the work presented; identify clearly the firms and/or personnel responsible in each case, and their relationships to the team for this project.
- Highlight the relevant projects that include features considered creative and innovative and explain their key features; explain why they are considered creative and innovative; and the role they played in the success of the project.
- Identify awards and recognition received over the past 5-10 years that are most relevant to the Work.
- Firms submitting need to clearly demonstrate that they understand the solicitation requirement and reflect the applicability and suitability of their experience.

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[Tab 4] Proposed Project Team (maximum 5 pages total). Identify the Team Lead and Key Staff (4-7) that will work on this project at each phase and describe their roles. Included with Key Staff, identify any consultants (team members as well as firms) proposed to be included on the PDT.

- Provide a concise a list of key disciplines and names of consultants or in-house staff (6-10) to perform major functions; indicate address, phone number and the contact person for each consultant.
- Battelle reserves the right to approve and/or ask for the substitution of any and all sub-consultants. Concise presentation of this material is strongly encouraged.
- Include brief descriptions (one paragraph or a short list of bullet points) of relevant qualifications and background of Team Lead, Key Staff and consultants, and key disciplines. Identify the projects participated in under those cited for relevant experience and the role played by the listed person.
- Resumes should **not** be included in the main submittal, and while **not encouraged**, at the discretion of the submitting firm may be **bound separately** and delivered with submitted materials. Similarly, consultant qualifications, brochures, or other material should not be bound in the main submittal but may also, at the discretion of the submitting firm, be separately bound and delivered with the main submittal.
- Explain the tangible and intangible assets of the proposed Team Leader and how the candidate leader provides direction and control to the proposed organization to ensure the project schedule and technical objectives will be achieved.
- Provide an organization chart of the relationships among members of the proposed project team.

[Tab 5] Representations and Certifications. Complete and sign the Representations and Certifications provided in PART IV of the RFP

[Tab 6] Architect-Engineer Qualifications (Standard Form SF330). Complete and submit an Architect-Engineer Qualifications SF 330 form provided in PART IV of the RFP. All listed projects should have been undertaken within the last ten years. This form (and supplemental attachments) can be downloaded as form-fillable from the GSA website at www.gsa.gov.

B.4 Pre-Interview Instructions

As indicated, a separate Stipend Agreement is contemplated between Battelle and the short-listed Proposers to acknowledge the effort and cost involved in meeting the interview requirements and providing the deliverable documentation. By the last business day prior to the scheduled interview, those candidates invited to be interviewed shall reach bi-lateral agreement with Battelle on the terms of the Stipend and shall deliver to Battelle, the following documents:

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a. Letter of Acceptance of Battelle Terms and Conditions

- 1) The candidate shall carefully review Battelle's General Provisions – Fixed Price Contract for Services (Terms and Conditions) included in PART II of this RFP.
- 2) After careful review and prior to the interview, a letter prepared on the candidate's letterhead, shall state the candidate's acceptance of Battelle's Terms and Conditions as written. Alternatively, the letter shall describe any proposed minor modifications to the Battelle Terms that the candidate deems necessary for acceptance. In this regard, candidates must assume that Terms bearing on the candidate's potential liability (e.g. insurance and indemnity provisions) will not be revised. The selection of the PDT shall not be construed as acceptance by Battelle of any proposed modification to Battelle Terms and Conditions. Battelle reserves its right to require modifications to the attached Terms and Conditions prior to execution.
- 3) The candidate's failure to submit the required Letter of Acceptance of Battelle's Terms and Conditions, or the candidate's request for substantial modifications to the Battelle Terms, will be grounds disqualification of the applicant.

b. Certificate of Insurance

Prior to the interview, candidate firms shall submit to Battelle a Certificate of Insurance in the kind and amount specified in the Battelle Terms and Conditions.

c. Project Work Plan (without Fees or Rates)

Prior to the interview, the applicant shall submit their Project Work Plan (without Fees or Rates) with a proposed schedule for accomplishing the project. The candidate shall address all categories and grades of professional services contemplated and estimate the number of hours to be expended by each. Additionally, the candidate shall include its labor category "dictionary" used to establish the education and experience requirements for the professional categories and grades used. The estimated hours shall be in a range between minimum and maximum, with a target amount projected each category and grade. Hours shall be totaled and summarized by discipline. See SCHEDULE – A – Deliverables in PART III – Exhibits and Attachments for a more detailed description of the Work Plan Requirements.

B.5 Interview Instructions

Interviews will be scheduled at two-hour intervals with 1 ½ hour allotted to each candidate on the short-list.

- a. The first 30 minutes is allotted the candidate to make opening introductions, to present its qualifications and to discuss the team's approach to the project.
- b. The next 60 minutes is allotted to questions and answers. Candidate's key staff and consultants are encouraged to participate in the interview.

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- c. The final 30 minutes is reserved for the Source Selection Panel to debrief in private and to evaluate the interview. At the discretion of the Source Selection Panel, some or all of the final 30 minutes can be used for further discussion with the Candidate.
- d. Additional requests for information may be made of firms invited to interview.
- e. It is anticipated that interviews will be conducted in the Laboratory Support Building (LSB) located at 3350 George Washington Way, Richland WA 99352.

B.6 Submission of Priced Offer

- a. Following the qualifications based selection of the “highest qualified” firm, a formal priced offer will be required from the top-ranked firm within 3 days of the notice of their ranking.
- b. Priced offers shall be to the level of detail of the submitted Work Plan and shall reflect the firm’s professional service rates inclusive of all indirect costs and fees.
- c. Pursuant to FAR 15.4, the threshold for obtaining cost or pricing data is \$550,000 unless an exception is determined to apply.
- d. Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.
- e. All pricing must be firm for the duration of this Contract.

C. DESCRIPTION OF THE WORK

C.1 NAICS Classification. The NAICS Classification for this work is:

541330 - *Engineering Design Services.*

C.2 Project Description

a. Introduction

Battelle and PNNL have need for a Professional Design Team (PDT) to provide campus master planning, programming, alternatives analysis and conceptual design for one or more replacement (new) facilities which will be used to consolidate multi-functional research capabilities currently located in the 300 Area of the Hanford Site. PNNL is looking for design teams to integrate campus master planning, programming, lab planning and conceptual building design to provide a truly integrated approach to designing new replacement facilities for existing on-going research.

PNNL analyzed all the space it occupies in the 300 Area to determine what capabilities would be transitioned to new replacement facilities. These new

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capabilities as currently envisioned totals approximately 500,000 gross square feet. The critical capabilities are summarized in the Battelle Project Programming section.

b. Project Background

PNNL is one of the DOE Office of Science (SC) multi-program laboratories, providing world-class scientific research capability and advanced scientific knowledge to support DOE and the nation's strategic goals in science, national security, energy, and environment. PNNL staff accomplishes this mission in a wide variety of buildings and general purpose office space as well as using specialized experimental laboratories, user facilities, and radiological facilities. Primary clients for PNNL capabilities include the DOE-SC, the National Nuclear Security Administration (NNSA), and the Department of Homeland Security (DHS).

PNNL's 3,900 staff members conduct research activities on a campus composed of 79 buildings with nearly two million square feet. Approximately one-third of that space, or about 700,000 square feet, is located in government owned facilities in the Hanford Site 300 Area. These 300 Area facilities contain 45% of PNNL's experimental laboratory space, 100% of its radiological and shielded laboratory space, and other experimental capabilities and research equipment used to meet PNNL's multi-program laboratory mission objectives in which work is performed for the majority of DOE elements as well as numerous other agencies. PNNL has occupied various facilities in the 300 Area for over 30 years. The 300 Area facilities were built starting in the 1940's to support the Hanford works national defense mission which has long since ended.

The current mission of the government at Hanford is focused on cleanup. As a result, all of the buildings located in the 300 Area are scheduled to be demolished as a part of the cleanup efforts. This will require that PNNL vacate approximately 35 buildings (19 main facilities and associated annexes) in the 300 Area within the next five years. More details about the cleanup efforts can be found at the DOE web site for River Corridor Cleanup (RCC). While PNNL has been developing long range plans for vacating the facilities it occupies in the 300 Area for some time, it has not been until the RCC contract was published that a definitive exit date was established. The contract identifies the year 2012 as the date by which all 300 Area facilities, including the subset that PNNL occupies, be demolished and the site restoration completed. It is further estimated that PNNL will require replacement facilities to house the displaced capabilities by 2009 in order to support the 2012 milestone.

PNNL has evaluated the capabilities currently housed in 300 Area. It is anticipated that it will require one or more replacement (new) facilities be designed and constructed to house the capabilities to meet these needs. Although the facilities may have different sponsors it is understood that the scientific capabilities will be leveraged or shared to ensure efficient research operations. It is expected that the gross square footage will significantly decrease, due significant advances in architecture, engineering and technology that allow for more efficient use of space and instrumentation, along with divestiture of some capabilities.

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Continued support of ongoing and anticipated future research will be accommodated by construction of replacement (new) facilities totaling approximately 500,000 gross square feet. These facilities will be located on government owned land adjacent to the north end of the main PNNL campus. New construction will offer an opportunity to design state-of-the-art facilities that would be safer, more functional and energy efficient than the current aged facilities. A truly integrated systems approach to considering research capabilities and multiple mission needs in a combined and integrated manner offers the prospect of multiple research programs sharing the multi-disciplinary capabilities. This approach will result in a more economical and efficient use of federal funds in fulfilling the research requirements from which all of the sponsoring agencies and customers will benefit.

To accomplish the transition out of the 300 Area without interrupting ongoing departmental and national mission-based research programs will require that PNNL research capabilities be relocated. Accordingly, Battelle established the 300 Area Replacement Facility Project to design and construct replacement (new) facilities. The summary level objectives of this Project are as follows:

- 1) create quality, cost effective replacement facilities that meet or exceed the intent of PNNL's vision for DOE, the local and regional community and for the Nation;
- 2) complete a seamless transition of research staff and equipment from the 300 Area into the replacement (new) facilities in a manner that enables accelerated cleanup;
- 3) minimize the impact to programmatic research in support of DOE and other governmental and commercial clients during the creation of replacement facilities and associated transition or divestiture of the 300 Area; and
- 4) manage projects where safety and worker protection are the culture that we embed and weave into every phase of the development and delivery of the project. When safety is our culture we can effectively translate process into practice delivering not just brick and mortar, but dynamic projects that meet the needs of Battelle and PNNL to deliver "best in class" science solutions to the nation while managing our commitment and trust to do so in a manner that safeguards our environmental, safety, health, quality and security.

C.3 PNNL Project Programming

a. Introduction

At the direction of DOE's Pacific Northwest Site Office, PNNL staff has developed a Facility Transition Plan that provides a cost-effective approach to maintaining required capabilities for government customers, while supporting the DOE's objective of expediting the closure of the 300 Area. In developing the Facility Transition Plan, PNNL analyzed all the space it occupies in the 300 Area to determine what capabilities could be consolidated, relocated or divested.

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b. Overall Capability Assessment Process

The process of identifying capabilities to be reinvested at PNNL involved all levels of the organization and included direction from PNNL's major customers at DOE and DHS. The types and quantities of space identified have therefore been very thoroughly reviewed and vetted; however, discussions continue as to the exact mix and quantity of space replacement facilities will be comprised of. In order to develop an initial assessment of the current space inventory and capability, individual operations staff and space managers were engaged. These staff members were relied upon to provide an inventory of the current space and its suitability to support today's mission requirements. This set of data formed the starting point for determining what the facility requirements would be when the 300 Area was vacated in 2009.

Technical Group Leaders/Managers were likewise engaged to evaluate the impact of their forecasted business position on the mix of facilities. These staff members are leaders in their research field and are responsible for developing and managing Battelle and PNNL business areas. Typically these business areas range in volume from \$10M to \$50M per year. The groups in these business areas are comprised of world renowned research and technical staff; typically 20 to 50 staff per group. The Technical Leaders are typically in contact with their customers on a daily basis and are the Lab's subject experts regarding current and future facility capability requirements.

PNNL's Operations, Space and Technical leaders are considered "stakeholders" in the relocation of scientific capabilities. Interviews with stakeholders will be required for the successful PDT to formulate an independent recommendation. Battelle anticipates making Richland office space and 6 – 10 key Lab stakeholders available during the first 2 weeks following contract award for defining stakeholder interviews. The PDT's final determination of quantity, quality and mix of space must be confirmed by PNNL management prior to initiating formal campus planning, programming or conceptual design.

c. Capability Grouping Process

Based on the assessment of the current and future space requirements and the desires of PNNL's major customers and sponsors and the space requirements; Battelle and PNNL have proposed a grouping of capabilities to maximize synergistic relationships while considering likely funding limitations. These space requirements, which group the capabilities into (4) facilities reflect the funding and security constraints and interests of the supported organizations. While this information will be made available to the successful PDT for evaluation and consideration as one alternative to be analyzed, it is envisioned that some greater efficiency could be achieved by exploring further the capabilities, synergisms, and efficiencies.

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The critical capabilities required to support DOE's mission are summarized in the following table.

Scientific Capability Supported	Approximate Square Footage	By PNNL Space Type
Laboratory Space		
Electronics/Support, Computational and Mechanical Lab	40K	Dry Lab
Standard Wet Chemistry and Wet Biology Lab Space	70K	Wet Lab
Biological, Chemical, and Clean Rooms	45K	Filtered Lab
Large Vehicle, Large Capacity	25K	High Bay
Includes Support Space (1K for Hot Cells)	Included	Hot Cells
Subtotal Lab Space	180K	
Office Space		
Office / Support Space <i>(Approximately 650 Workstations)</i>	80K	Office, Conference, Staff and Support area
Subtotal Lab + Office Space	260K	Lab + Office
Common Space		
Common Laboratory plus Office Space	240K	Common
TOTAL		
TOTAL Building Space	500K	Gross Square Feet

C.4 Deliverables

Project deliverables have been separated into two categories: *Work Plan* and *Work Product*. A complete description of the deliverable requirements related to both the Work Plan and the Work Product is included in “**SCHEDULE – A – Deliverables**”. This schedule can be found in RFP PART III – Exhibits and Attachments.

D. PACKAGING AND MARKING.

D.1 (Reserved)

E. INSPECTION AND ACCEPTANCE

Battelle has the right to inspect and evaluate the work performed or being performed under the Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Battelle performs inspection or evaluation on the premises of the PDT or a subcontractor, the PDT shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

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F. PERIOD OF PERFORMANCE

F.1 Date of Commencement

The Work shall commence within five (5) days of PDT's receipt of Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

F.2 Contract Completion

- a. **Substantial Completion.** Substantial Completion of the entire Work shall be achieved no later than **April 30, 2005**, ("Scheduled Substantial Completion Date").
- b. **Interim Milestones.** Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:
- | | | <u>Calendar date</u> |
|---------------------------------|-----------------------|----------------------|
| 1) Work Plan | (1) week after award | _____ |
| 2) Campus Master Plan | (6) weeks after award | _____ |
| 3) Facility Program | (7) weeks after award | _____ |
| 4) Building Program (1 sponsor) | (8) weeks after award | _____ |
- c. **Final Completion.** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable.
- d. **Time is of the Essence.** Battelle and PDT mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

G. CONTRACT ADMINISTRATION

G.1 Contract Authority

Contracting authority in Battelle is by formal delegation to named individuals. Contract authority for this work has been delegated to:

Kim Anderson
Sr. Contract Specialist
Phone: 509-376-5281
Email: kim.anderson@pnl.gov

G.2 Technical Direction

- a. Performance of this Work under this Contract shall be subject to the technical direction of a Battelle Technical Administrator. The term "technical direction" is defined to include, without limitation:
- 1) Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

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- 2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - 3) Reviewing and, where required by the Contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to Battelle.
- b. The Technical Administrator (TA) for this Work will be:
- Name: Gary Watkins
Title: Architect
Phone: 372-1146
Email: gary.watkins@pnl.gov
- c. Technical direction must be within the scope of the work stated in the Contract. The TA does not have the authority to, and may not, issue any technical direction that:
- 1) constitutes an assignment of additional work outside the Statement of Work;
 - 2) constitutes a change as defined in the Contract clause entitled "Changes;"
 - 3) in any manner causes an increase or decrease in the total estimated Contract cost, the fee (if any), or the time required for Contract performance;
 - 4) changes any of the expressed terms, conditions or specifications of the Contract;
or
 - 5) interferes with the Contractor's right to perform the terms and conditions of the Contract.
- d. All technical directions shall be issued in writing by the TA.
- e. The Contractor must proceed promptly with the performance of technical direction duly issued by the TA in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the TA is outside the express written authority of the TA, the Contractor must not proceed and must notify the Contract Specialist writing within five (5) working days after receipt of any such instruction or direction and must request the Contract Specialist to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contract Specialist will:
- 1) advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the Changes clause of the Contract;
 - 2) advise the Contractor in writing within a reasonable time that Battelle will issue a written change order; or

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- 3) advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the TA.
- f. A failure of the Contractor and Battelle Contract Specialist either to agree that the technical direction is within the scope of the Contract or to agree upon the Contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

G.3 Correspondence Procedure

- a. **Format.** To promote timely and effective administration, correspondence submitted under the Contract shall be dated, serially numbered and contain a subject line commencing with the Contract number and brief title followed by a second line that will include the Project title that adheres to the following format:

(Date) (Serial Number)

Battelle Memorial Institute
Attention: (Contract Specialist)
PO Box 999, mail stop J2-05
Richland, WA 99352

CONTRACT NUMBER – BRIEF CORRESPONDENCE TITLE
300 Area Replacement Facilities – Professional Design Team

Dear, (Contract Specialist)

CORRESPONDENCE TEXT

Sincerely,

Contractor

- b. **Technical Correspondence.** Technical Correspondence shall be addressed to the TA, with an information copy of the correspondence to the Contract Specialist. For the purpose of this paragraph, technical correspondence does not include correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this Contract; and correspondence associated with approval requirements of the Contract Specialist.
- c. **Other Correspondence.** Correspondence other than technical correspondence shall be addressed to the Contract Specialist.

G.4 Modification Authority

Notwithstanding any of the other provisions of this Contract, a named and authorized Battelle Contract Representative shall be the only individual on behalf of the Battelle authorized to:

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- a. accept nonconforming work;
- b. waive any requirement of this Contract; or
- c. take any action involving a change in the scope, price, terms, or conditions of this Contract.

H. SPECIAL REQUIREMENTS

H.1 Supplemental Conditions

The following Contract Clauses are added and hereby incorporated into the General Provisions of Contract.

(ESH 3) Integration of Environment, Safety, and Health into Work Planning and Execution (DEAR 970.5223-1 DEC 2000) *Prime Clause I-87*

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, 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 environment, safety and health (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, the public, and the environment. Line management includes those contractor and subcontractor employees managing or 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.

(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 an agreed-upon 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.

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(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:

- (1) Define the scope of work;
- (2) Identify and analyze hazards associated with the work;
- (3) Develop and implement hazard controls;
- (4) Perform work within controls; and
- (5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. 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 contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

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(End of Clause)

(FIN 4) Insurance (FAR 52.228-5 Jan 1997 – MODIFIED Jan 2004)

(a) The Contractor shall provide and maintain during the entire period of performance of this contract at least the kinds and minimum amounts of insurance required in the Schedule of Minimum Insurance Amounts.

(b) Schedule of Minimum Insurance Amounts:

(1) Workers Compensation Insurance:

- i. \$1,000,000 Minimum per accident;
- ii. \$1,000,000 minimum per employee for bodily injury and disease.

(2) General Liability Insurance:

- i. \$2,000,000 general aggregate limit;
- ii. \$1,000,000 per occurrence for bodily injury and property damage;
- iii. \$1,000,000 per occurrence for personal and advertising injury liability;
- iv. \$1,000,000 per occurrence for products / completed operations liability. The products / completed operations liability insurance shall be maintained in full force and effect for not less than three years following completion of Contractor's services.

(3) Vehicle Liability Insurance:

- i. \$1,000,000 combined single limit of liability for bodily injury and property damage per occurrence, covering the use of all owned, non-owned, and hired automobiles.

(c) Proof of Insurance. Before commencing work the Contractor shall furnish to the Battelle Contract Representative written proof that the required insurance has been obtained. The policies evidencing the required insurance shall contain an endorsement to the effect that any cancellation or material change affecting DOE or Battelle's interests shall not be effective for such period as the laws of the State in which this contract is to be performed specify or until thirty (30) days after the insurer or the Contractor gives written notice to the Battelle Contract Representative, whichever period is longer.

(d) Subcontractor's Commercial General Liability Insurance and Vehicle Liability Insurance. The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on either a Battelle or DOE installation, and shall require subcontractors to provide and maintain the kinds and minimum amounts of insurance required in the Schedule. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to Battelle upon request.

(e) Waiver of Subrogation. The Contractor hereby releases the DOE and Battelle, including their directors and employees, and shall cause Contractor's Insurers to waive their rights of subrogation against such released parties, for losses or claims for bodily injury, property damage or other insured claims arising out of Contractor's performance under the Contract.

(f) Claims. In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by Battelle.

(End of clause)