



Solicitation and Offer Construction

Section A - Agreement Form

Part I. Solicitation

1. Solicitation number: 6400017024	2. Offers due by: 06/15/2021, 12:00pm	3. Offers valid for 120 days unless a different period is entered here:
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4. The product classification for this procurement under the North American Industry Classification System (NAICS) is Code 237110 - Water and Sewer Line and Related Structures Construction

5. Address offer to: UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. Box 2008, Bldg. 2040 OAK RIDGE, TN 37831-6293	6. Solicitation issued to: Seller Number: 214342 Attn: SUPPLIER CONTACT ALL PROSPECTIVE OFFERORS UNKNOWN UNKNOWN TN 37830-8050
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7a. For information contact: Chad Wilson

7b. Email Address: WILSONCR@ORNL.GOV	7c. Telephone: 865-576-5691	7d. Fax: 865-241-1043
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8. Brief description of supplies or services for which offers are sought:
Sewage Treatment Plant Design & Build

9. Type of subcontract anticipated: Fixed Price Subcontract

10. This procurement [] is, [X] is not a total small business set-aside. See block 4 for the applicable NAICS Code.

11. Table of Contents

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Part II. Offer

The undersigned agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated in any resulting subcontract. The rights and obligations of the parties to the resultant subcontract shall be subject to and governed by this document and any document attached or incorporated by reference. If awarded a subcontract that exceeds \$100,000, the offeror agrees to furnish performance and payment bonds in accordance with section 1.9A of the Terms and Conditions.

12. Offeror DUNS establishment number:	13. Offeror Employer Identification number:	14. Offeror acknowledges receipt of amendments numbered:
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15. Name and address of offeror:	16. Remittance address (if different from block 15):
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17a. Signature of person authorized to sign:	17b. Date:
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17c. Name/Title of signer:

17d. Telephone:	17e. Email:	17f. Fax:
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Section B - Supplies or Services and Prices/Costs

Total Price

The total fixed price for this Agreement is \$_____.

Pricing Rates For Modifications

(a) The Seller is bound by the maximum indirect rates, bonds and profit percentages and the fully burdened hourly billing rates identified below for any change, equitable adjustment and/or termination settlement.

Material	_____	%	
Direct labor	_____	%	
Subcontractors	_____	%	
G&A	_____	%	Applied to: _____
Profit	_____	%	Applied to: _____
Bonds	_____	%	

Fully Burdened Hourly Billing Rates (excluding Bonds):

Project Manager/Superintendent \$_____

(b) Indirect rates for material/equipment, direct labor, lower-tier Subcontractors, and bonds as well as the fully burdened billing rates for the Project Manager/Superintendent and Safety/Quality Assurance Personnel shall be based on the following:

- 1) Material - Material means the raw material plus sales tax. Anything in addition to this is the material markup.
- 2) Direct Labor - Direct Labor means the craft rate plus the fringe identified in the Construction Labor Agreement. All other taxes, insurance, etc., are the direct labor markup.
- 3) Subcontractors - This means the total amount paid to the lower-tier Subcontractor. Anything in addition to this is the Subcontractor markup.
- 4) Project Manager/Superintendent - This means the fully burdened hourly rate for the Project Management/Superintendent personnel costs associated with supervising and managing the construction project.
- 5) Safety/Quality Assurance Personnel - This means the fully burdened hourly rate for the Safety Officer/Quality Assurance personnel to oversee all safety matters for the construction activities of the project.
- 6) Performance and Payment Bonds - This means the cost paid by the Seller for Payment Bonds required for Agreements greater than \$25,000 and Performance Bonds required for Agreements greater than \$150,000.



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Section B - Supplies or Services and Prices/Costs, continued

(c) The fully burdened hourly billing rates, indirect rates, and bonds and profit percentages proposed will remain in effect for the duration of the Agreement.

Options

The Company shall have the option(s) to purchase additional quantities of the items or services described in Sections B and C as follows:

Option No.1 - Construct influent equalization tank
Total Price - \$

Option No.2 - Construct influent equalifzation tank walkway/bridge
Total Price - \$

Option No.3 - Design-Build Intermediate Lift Station Upgrades
Total Price - \$

Option No.4 - Increase size of post EQ basin by 50%
Total Price - \$

Option No.5 - Increase size of anerobic digester basin by 50%
Total Price - \$

Option No.6 - Add secondary access stairwell & platform on SBR basins
Total Price - \$

Option No.7 - Add full perimeter walkways on SBR basins
Total Price - \$

In the event the Company does not exercise any option by the time specified in Section F for the exercise of such option, or any other date mutually agreed to, the Seller shall be relieved of its obligation to furnish items under options not already exercised.

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Section C - Specifications/Statement of Work

Statement of Work

The attached document entitled Attachment 1 - Summary Statement of Work for Design-Build of Sewage Treatment Plant Modernization, Revision 0, dated February 2021 is made a part of this Agreement.

Specifications

The following Specifications are made a part of this Agreement:

Attachment 2 - Sewage Treatment Plant Modernization Design Build Specification dated February 2021

Additional Information Supporting Design & Construction

Attachment 3 - ORNL Primary Treatment Project 2018 As-Built Infrastructure

Attachment 4 - ORNL Primary Treatment Project Scope Not Built in 2018

Attachment 5 - Existing ORNL Maps (Topo, Utilities)

Attachment 6 - Report of Geotechnical Exploration ORNL Sewage Treatment Plant (SHIELD 1205020-01), dated 30 July 2020

Attachment 7 - Additional ORNL Related Documents

Section F - Performance Period and Payment Information

F.1. Payment Terms. The terms of payment shall be Net 30.

F.2. Electronic Funds Transfer (EFT). Electronic Funds Transfer (EFT) expedites payments to subcontractors and is our preferred method of payment. A remittance notification (email or fax) is automatically generated to you at the time of payment. To sign up for EFT, revise your banking information, or contact us to verify your current payment information, visit <https://web.ornl.gov/adm/contracts/eft.shtml>.

F.3. Vendor Account Status System. For detailed payment information or inquiries concerning invoices and payments, visit the UT-Battelle, LLC Accounts Payable Vendor Account Status System(VASS) at <https://web.ornl.gov/adm/ap/> or telephone (865)241-4151.

F.4. Offeror's Fiscal Year End Month. Enter the ending month of your fiscal year: _____

Period of Performance

The period of performance of this Agreement shall begin on 7/29/2021 and end on 12/31/2023.

Payment

Seller shall submit all requests for payment on the form "Application and Certificate for Payment" found at the Company document web page http://www.ornl.gov/adm/contracts/art_forms.shtml

Rock Removal - Payment

1. UNIT PRICE 1 - MASS ROCK EXCAVATION - The Company shall pay for one mobilization and removal of the first five cubic yards at the rate of \$ _____/CU YD inclusive of indirect costs and profit, excluding bonds. The Company shall pay a unit rate of \$ _____/CU YD, inclusive of indirect costs and profit, excluding mobilization and bonds, for rock removal after removal of the first five cubic yards.

2. UNIT PRICE 2 - TRENCH ROCK EXCAVATION - The Company shall pay for one mobilization and removal of the first five cubic yards at the rate of \$ _____/CU YD inclusive of indirect costs and profit, excluding bonds. The Company shall pay a unit rate of \$ _____/CU YD, inclusive of indirect costs and profit, excluding mobilization and bonds, for rock removal after removal of the first five cubic yards.

Unsatisfactory Soils Removal and Replacement (October 8, 2019)

Unsatisfactory Soil Removal:

Unsatisfactory soils removal is not included in the total fixed price. However, if unsatisfactory soils are discovered, the Company shall pay for one mobilization and removal



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Section F - Performance Period and Payment Information, continued

of the first five (5) cubic yards at the rate of \$_____/ cu. yd. inclusive of indirect costs and profit, excluding bonds in open excavation (over 7 feet wide) and \$_____/ cu. yd. in trench excavation (7 feet wide or under). The company shall pay a unit rate of \$_____/ cu. yd. inclusive of indirect costs and profit, excluding mobilization and bonds, for the removal after the first five (5) cubic yards in open excavation (over 7 feet wide) and \$_____/ cu. yd. in trench excavation (7 feet wide or under).

Unsatisfactory Soils Replacement:

Unsatisfactory soils replacement is not included in the total fixed price. The Company shall pay for one mobilization and installation of satisfactory soil installed and compacted in place for the first five (5) cubic yards at the rate of \$_____/ cu. yd. inclusive of indirect costs and profit, excluding bonds in open excavation (over 7 feet wide) and \$_____/ cu. yd. In trench excavation (7 feet wide or under). The company shall pay a unit rate of \$_____/ cu. yd. inclusive of indirect costs and profit, excluding mobilization and bonds, for the installation and compacted in place of satisfactory soil after the first five (5) cubic yards in open excavation (over 7 feet wide) and \$_____/cu yd. in trench excavation (7 feet wide or under).



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Section G - General Provisions

NOTE: Standard government forms (SF) mentioned herein are available at <http://www.gsa.gov/forms>. Other forms, clauses, articles, and documents are available at our web site, <https://web.ornl.gov/adm/contracts/documents.shtml>.

UT-BATTELLE PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER Prime Contract No. DE-AC05-000R2275 is available in the "Special Articles and Forms" section of our web site, <https://web.ornl.gov/adm/contracts/documents.shtml>.

NOTICE:

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) [41 CFR 60-1.4(b) for Construction], 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

To the extent applicable, the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this agreement.

Any Representations and Certifications submitted by the Seller that resulted in this document are incorporated by reference.

General Terms and Conditions - Construction (CON November 11, 2020)



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Section H - Special Provisions

NOTE: Standard government forms (SF) mentioned herein are available at <http://www.gsa.gov/forms>. Other forms, clauses, articles, and documents are available at our web site, <https://web.ornl.gov/adm/contracts/documents.shtml>.

All articles and documents incorporated by reference, including those made a part of Special Provisions, apply as if they were set forth in their entirety.

Technical Direction

The clause, Technical Direction (Jan 2006), is incorporated by reference and amended as follows: "Performance under this subcontract is subject to the technical direction of the Company's Technical Project Officer (TPO):"

TPO Name.....: TBD
TPO Telephone #...:
TPO Email Address.:

COVID-19 Related ORNL Site Access Restrictions, Face Coverings on Campus, TPO Guidance, and Travel Restrictions for Work Performed under UT-Battelle, LLC Agreements (Oct 2020)

Exhibit 9RDF, Technical Data (Nov 2009)

Payment Bond - Construction Contracts (Apr 2000)

Performance Bond - Construction Contracts (Apr 2000)

Organizational Conflicts of Interest (Jul 2010)

Key Personnel

(a) The following personnel are considered to be essential to the work being performed hereunder:

- Seller/General Contractor Project Manager
- Seller/General Contractor On-Site Superintendent
- Engineer of Record (licensed in State of Tennessee)
- Lead Process Engineer (for treatment systems)

(b) The Seller shall ensure that personnel (including lower-tier subcontractor personnel) are fully qualified and have in place all the requisite skills necessary to perform the work per the Agreement qualifications. If the Company determines that the Seller has not provided personnel that meets those qualifications then the Company may do one of the following to remedy the situation:

1. Reject the proposed individual and require the Seller to provide a qualified individual within two (2) days;

Section H - Special Provisions

2. If the individual is already working under the Agreement, require the Seller to adjust the labor rate downward based on the experiences of the individual provided.

(c) Before removing, replacing, or diverting any of the listed or specified personnel, the Seller must:

1. Notify the Procurement Officer reasonably in advance;
2. submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this agreement; and
3. obtain the Procurement Officer's written approval.

(d) If one (1) or more of the personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this agreement for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Seller shall immediately notify the Procurement Officer and shall, subject to the concurrence of the Procurement Officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

Key Subcontractor

For purposes of this clause a Key Subcontractor is a Subcontractor performing a significant portion of the work under this Agreement, relative to cost or technical function. The Key Subcontractor's performance is critical to the successful completion of the Seller's work requirements. As a Key Subcontractor the Company may be interested in performing on-site Quality surveys in order to assess the capability and progress of their portion of the work. The Key Subcontractor(s) specified below:

Engineer of Record

Vendor(s) providing SBR Technology/Systems/Controls, Blowers, Tertiary Filters

are considered to be essential to the work being performed hereunder. The subcontract award to the Seller is based on use of the Key Subcontractor(s) for the work specified above. Prior to diverting any of the specified work to another Subcontractor, the Seller shall notify the Company reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without the consent of the Company required by this clause.

Design/Build (Turnkey) Construction (Mar 2014)

Requirement of Registration of Designers

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

Section H - Special Provisions

Design Conferences

(a) As part of the Pre-Design Conference conducted within 5 days after award of the Agreement, key representatives of the Company and the Seller will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the design-build documents with construction activities (fast tracking), as appropriate, meet with Company Design Review personnel and key Company points of contact and discuss any other appropriate pre-design items.

(b) After award of the Agreement, the Seller shall visit the site and conduct appropriate interviews, and problem-solving discussions with Company personnel to acquire all necessary site information, review user options, and discuss user needs. The Seller shall document all discussions. The design shall be finalized as a direct result of these meetings.

(c) Design Review conferences will be held at Oak Ridge National Laboratory (ORNL). Please note that additional badging and/or COVID-19 testing may be necessary prior to coming on site. If access to the site is not possible due to continued COVID-19 restrictions, Design Review conferences shall be conducted virtually over Microsoft Teams. The Seller will bring the responsible design leads who developed the submittals to the review conferences. The conferences will take place the week after the review is complete.

Sequence of Design-Construction

(a) After receipt of the Notice to Proceed (NTP) the Seller shall initiate design, comply with all design submission requirements, and obtain Company review of each submission. No construction may be started, with the exception of Company-approved early site preparations, until the Company reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Company's Technical Project Officer (TPO) will notify the Seller when the design is approved for construction. The Company will not grant any time extension for any design re-submittal required when, in the opinion of the Company, the initial submission failed to meet the minimum quality requirements as set forth in the Agreement.

(b) If the Company allows the Seller to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Company.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Company.

Seller's Role During Design

The Seller's key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this Agreement. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the Agreement), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules,

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effectively interfacing the construction Quality Control program with the design Quality Control program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation, and ensuring the design adheres to the Seller's bid proposal and Company's budget. The Seller shall require and manage the active involvement of key trade subcontractors in the above activities.

Deviating From The Accepted Design

(a) The Seller must obtain the approval of the Designer of Record and the Company's concurrence for any Seller-proposed revision to the professionally stamped and sealed and Company reviewed and concurred design, before proceeding with the revision.

(b) The Company reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(c) Unless the Company initiates a change to the Agreement requirements, or the Company determines that the Company-furnished design criteria are incorrect and must be revised, any Seller-initiated proposed change to the Agreement requirements, which results in additional cost, shall strictly be at the Seller's expense.

(d) The Seller shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

Responsibility For Design

(a) The Seller shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Seller under this Agreement. The Seller shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, if the Agreement specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Company's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Seller shall be and remain liable to the Company in accordance with applicable law for all damages to the Company caused by the Seller's wrongful performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the Company provided for under this Agreement are in addition to any other rights and remedies provided by law.

(e) If the Seller is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

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Warranty of Design

(a) The Seller warrants that the design shall be performed in accordance with the Agreement requirements. Design and design related construction not conforming to the Agreement requirements shall be corrected at no additional cost to the Company. The standard of care for design is defined in paragraph (b) of the "RESPONSIBILITY FOR DESIGN" clause.

(b) The period of this warranty shall commence upon final completion and the Company's acceptance of the work, or in the case of the Company's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.

(d) The rights and remedies of the Company provided for under this clause are in addition to any other rights and remedies provided in this Agreement or by law.

Construction Labor Agreement

(a) The Seller and all its lower-tier subcontractors are required to become signatory to the Construction Labor Agreement (CLA) for Department of Energy Sites at Oak Ridge, Tennessee. The CLA is posted at <http://www.ornl.gov/adm/contracts/documents.shtml>. Compliance with the CLA and subsequent modifications is a contract requirement.

(b) The Seller must implement the CLA and subsequent revisions, including its provisions for the referral of employees (through the Knoxville Building and Construction Trades Council Union Halls), resolution of jurisdictional disputes, and safety and health requirements. The Seller and all subcontractors are required to arrange and conduct a pre-job conference with the signatory unions before starting work on the project.

Davis-Bacon Act Wage Determination

(a) Davis-Bacon Act Wage Determination General Decision Number **TN20210065 Mod. 1 dated 1/22/2021** is incorporated herein and made a part of this subcontract. No laborer or mechanic performing work under this subcontract shall be paid less than the wages contained in the wage determination incorporated herein.

(b) Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, must be submitted by the Seller to the Company to request additional classifications and rates for any class of laborers or mechanics not listed in the above wage determination

Rock Removal

Section H - Special Provisions

(a) This clause is applicable for the removal of Rock that is not otherwise included in this Agreement. Material classified as rock shall be removed by drilling and feathering, bull-point wedging, or other suitable means. Use of explosives is not allowed. To be classified as rock, material must meet all the following criteria:

(1) The material must be boulders of 9 cubic feet or more in volume, solid or ledge rock, or other hard material in a place that cannot be excavated by heavy construction equipment, such as a Caterpillar 215C power excavator equipped with a short-tip radius rock bucket or a Caterpillar D9 bulldozer equipped with a single tooth hydraulic ripper.

(2) The material must exceed a value of three (3) on the Mohs' hardness scale.

(b) Any rock removal shall be deemed a continuous operation and the Company shall only pay for one mobilization. Any rock removal after the initial mobilization, regardless of when the need for further removal is encountered, shall constitute a continuous operation and no mobilization shall be paid.

Unsatisfactory Soils (October 8, 2019)

(a) This clause is applicable for the removal or replacement of any unforeseen unsatisfactory soils material, that is not included in the scope or total fixed price of this Agreement. Soils material is classified according to the four (4) below sub-provisions:

(1) Unsatisfactory Soils are defined as materials that are too wet or too soft, expansive soils having a plasticity index and a liquid limit not consistent with the requirements of Backfill and Fill Materials as specified below, soil that is excessively acid or alkaline or containing toxic substances that may be harmful to both mammals (humans or otherwise) and plant growth and soils classified by the Unified Soil Classification System as PT (Peat and other highly organic soils), OH (Organic clays of medium to high plasticity, organic silts) and OL (Organic silts and organic silt-clays of low plasticity).

(2) Bedding Material as defined by TDOT No. 57 or No. 67 crushed stone.

(3) Satisfactory Soils are defined as materials for backfill and fill that are free of rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter; soils that are not excessively acid or alkaline or containing toxic substances that may be harmful to both mammals (humans or otherwise) and plant growth; and soils shall that have a plasticity index (PI) less than 30, a liquid limit less than 60, and a minimum dry density of 90 pounds per cubic foot (pcf), unless approved by the Geotechnical Engineer of Record.

(4) Topsoil is defined as natural, fertile, friable soil possessing characteristics of representative productive soils in the vicinity, obtained from naturally well-drained areas and shall not be excessively acid or alkaline nor contain toxic substances that may be harmful to both mammals (humans or otherwise) and plant growth. Topsoil shall be without admixture of subsoil and shall be cleaned and reasonably free from clay lumps, stones,



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stumps, roots, or similar substances 2 inches or more in diameter, debris, or other objects that are a hindrance to planting operations.

Small Business Subcontracting Plan

Sellers Small Business Subcontracting Plan dated _____ is incorporated into this Agreement.

Section I - List of Attachments

Attachment 1 - Summary Statement of Work for Design-Build of Sewage Treatment Plant Modernization, Revision 0, dated February 2021

Attachment 2 - Sewage Treatment Plant Modernization Design Build Specification dated February 2021

Attachment 3 - ORNL Primary Treatment Project 2018 As-Built Infrastructure

Attachment 4 - ORNL Primary Treatment Project Scope Not Built in 2018

Attachment 5 - Existing ORNL Maps (Topo, Utilities)

Attachment 6 - Report of Geotechnical Exploration ORNL Sewage Treatment Plant (SHIELD 1205020-01), dated 30 July 2020

Attachment 7 - Additional ORNL Related Documents

Attachment 8 - Davis Bacon Wage Determination

Attachment 9 - Solicitation 6400017024 Evaluation Criteria

Attachment 10 - Solicitation 6400017024 Bid Form

Section J - Representations and Instructions

J.1. Representations and Certifications. If response exceeds \$10,000, you must return a completed Representations and Certifications form (available at <https://web.ornl.gov/adm/contracts/documents.shtml>).

J.2. General Solicitation Instructions. Responses are subject to the provisions of the General Solicitation Instructions form (available at <https://web.ornl.gov/adm/contracts/documents.shtml>).

J.3. Sales Tax. DO NOT INCLUDE TENNESSEE SALES OR USE TAX IN QUOTED PRICES. The Company is not a tax exempt entity; however, the Company has a Direct Pay Permit, which allows us to remit applicable use taxes directly to the Tennessee Department of Revenue. A copy of the ORNL Direct Pay Permit is available at <http://www.ornl.gov/adm/contracts/documents.shtml>.

Construction Contractors are liable for sales and use tax that may be due, if any, on goods or services purchased and/or used in the performance of the agreement with the Company. These taxes may be included in the bid price as part of the materials costs. However, do not add Tennessee sales/use tax to labor, installation, or other items.

Options

(a) The Company shall have the option to purchase additional quantities of items or services described in the Specification/Statement of Work. The offeror should include option prices in the appropriate clause in Section F.

(b) It should be understood by the offeror that the Company may not exercise any or all options which are not included in the base award. The award may be made by the Company for the initial quantity only. It is important that the foregoing be considered by the offeror in preparing and submitting separate prices for the initial order quantity and for each individual option.

(c) Offers will be evaluated for purposes of award by adding the total price for all option quantities to the total price for the initial quantity. Evaluation of options will not obligate the Company to exercise the option or options.

Qualification Criteria

Your proposal will be evaluated only if you demonstrate in your proposal that you meet the following qualification criteria:

(1) **Qualified Construction Subcontractors:** Only Subcontractors identified in ORNL's Qualified Construction Subcontractor listing located at the following web site may perform this work as the Prime Subcontractor to UT-Battelle:

<http://www.ornl.gov/adm/contracts/eligible.shtml>. If you are not on this listing but are interested in performing work as the Prime Subcontractor, it is recommended that you initiate the qualification process immediately. The offeror must have completed the

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qualification process prior to submitting an offer.

(2) Provide a statement that you can provide the payment and performance bonds and insurance coverage as required for this solicitation.

(3) Offeror must meet minimum requirements identified in Attachment 1 - Summary Statement of Work Section 1.0.

Basis of Award - Tradeoff

(a) An award resulting from this solicitation will be made to the responsible offeror that submits a proposal that is determined to provide the best value to the Company considering both technical merit and cost/price.

(b) The technical evaluation process consists of the proposals being reviewed, evaluated and rated using a graded system that assesses the degree of compliance with the Technical Criteria requirements and the level-of-performance risk.

(c) The Technical Criteria are listed below:

Key Personnel
Design-Build Teaming Approach
Project Experience and Past Performance
Design Concepts and Approach
Management Systems
Schedule

Additional details about the Technical Criteria are located in Attachment 9. The criteria are listed in descending order of importance.

(d) Each Technical Criteria will be graded based on the following ratings:

(1) Blue - Proposal exceeds the performance or capability requirements necessary for acceptable subcontract performance; provides little or no risk to the Company.

(2) Green - Proposal meets the performance or capability requirements necessary for acceptable subcontract performance; provides low to moderate risk to the Company.

(3) Yellow - Proposal marginally meets the performance or capability requirements necessary for acceptable subcontract performance; provides moderate to high risk to the Company.

(4) Red - Proposal fails to meet the performance or capability requirements necessary for acceptable subcontract performance; provides unacceptable risk to the Company.

(e) An overall Technical Rating will also be assigned based on the individual ratings and their relative importance. The overall color rating may include increments represented as

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plus (+) or minus (-).

(f) In addition to the evaluation of technical criteria, cost/price will also be evaluated. In determining the best value, the total cost/price, including options (if applicable) and other cost factors, is considered to be less important than technical merit.

If applicable, a determination of total cost/price will include, but not be limited to: (1) transportation, (2) travel, (3) coordination of contract performance, and (4) technical interface challenges.

(g) We may solicit information concerning your record of performance and use it in evaluation.

Preparation of Offers

(a) Offers must be

(1) submitted on the forms furnished by the Company or on copies of those forms; and

(2) manually or digitally signed. The person signing an offer must initial each erasure or change made to any form.

(b) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

Technical and Business Management Proposals

(a) To aid our evaluation, your proposal must be in two separately bound parts, a Technical Proposal and a Business Management Proposal.

(b) Format for Technical Proposal.

(a) To aid our evaluation, your proposal must be in two separate files in a .pdf format; a Technical Proposal and a Business Management Proposal. The file name, as well as the first page of each proposal document, should identify it as the Technical Proposal or the Business Management Proposal and include the offeror's name and the solicitation number. Your proposal must be submitted electronically, via email, to the contact listed in Section A.7. of this Solicitation. NOTE: Each email is restricted to 25MB in total size by the ORNL Exchange server.

(b) Format for the Technical Proposal. The Technical Proposal should not exceed 50 pages (excluding personnel resumes). The Technical Proposal must be in the following format:

(1) Table of Contents.

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- (2) Listing of authorized representatives (Name, email, phone number)
- (3) Qualification Criteria
- (4) Evaluation Criteria - See Attachment 9 - Solicitation 6400017024 Evaluation Criteria
- (c) Format for Business Management Proposal.

The Business Management Proposal must be in the following format:

- (1) A completed, signed copy of the Solicitation and Offer and Subcontract forms.
- (2) Price Information

The Offeror's price information must include the following:

Completed Attachment 10 - Solicitation 6400017024 Bid Form

A schedule of values commensurate with the proposed design where the last work tasks (e.g., punch list, defective work, as-built drawings, manufacturer data, close out actions, demobilization) comprise at least 5% of the total proposed value.

Completed Section B to include Pricing Rates for Modifications and Fully-Burdened rate sheet for all proposed Key Personnel

Proposed pricing of deductive alternates if the Offeror chooses to propose any: if Offeror includes any deductive alternates to their Technical Proposal (i.e., Attachment 9 - Evaluation Criteria #4), pricing should be appended to Attachment 10 - Solicitation 6400017024 Bid Form, starting with 3.0, 3.1, etc.

Proposed pricing of alternate specifications where the cost exceeds the value in the Company's STP Modernization Design Build Performance Specification.

Proposed pricing of project risk analysis opportunities where the Offeror and Company can manage risk together in order to provide a more economical project.

Pricing of proposed deductive alternates will be considered less important than Attachment 10 - Solicitation Bid Form Sections 1 and 2, which is the Base Bid and Options.

- (3) Royalty Information.

(A) Cost or charges for royalties. If your proposal includes costs or charges for royalties totaling more than \$250, you must include the following information for each separate item of royalty or license fee:

- (i) Name and address of licensor;
- (ii) Date of license agreement;
- (iii) Patent numbers, patent application serial numbers, or other basis on which the

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royalty is payable;

- (iv) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
- (v) Percentage or dollar rate of royalty per unit;
- (vi) Unit price of contract item;
- (vii) Number of units; and
- (viii) Total dollar amount of royalties.

(B) Copies of current licenses. In addition, at our request before execution of the subcontract, you must furnish a copy of the current license agreement and an identification of applicable claims of specific patents or other basis upon which the royalty may be payable.

(4) Other Information. You must include in this section:

(A) Any exceptions that you take to the provisions of this solicitation. Be advised that taking exceptions will be taken into account in evaluating your proposal and may result in your offer being considered non-responsive.

(B) A completed, signed copy of the form entitled "Representations and Certifications - Abbreviated".

(C) If you are not a small business concern and your proposal exceeds \$2M, a completed, signed copy of the form entitled Cost Accounting Standards Notices and Certification.

(D) If your proposal exceeds \$1,500,000, either a copy of your Small Business Subcontracting Plan (see FAR 52.219-9) or the Company form Representations Regarding Subcontracting Plan with an explanation of why you are not required to submit a small business subcontracting plan. If you are required to submit a subcontracting plan, you should use the form available at http://www.ornl.gov/adm/contracts/art_forms.shtml. At a minimum, your plan is to mirror or exceed the Small Business Administration's public goals. These goals are:

- Small Business - 23%
- Woman-Owned Small Business - 5%
- Small Disadvantaged Business - 5%
- HUBZone Small Business - 3%
- Veteran-Owned Small Business - 3%
- Service-Disabled Veteran-Owned Small Business - 3%

You should take into consideration these goals when developing your proposal.

(E) If Section H of this solicitation includes either the "Patent Rights - Acquisition by the Government" or the "Patent Rights - Retention by the Seller (Short Form)" clause, and you have requested an advance waiver of patent rights, a copy of the form (attachments are not necessary) that you submitted to the DOE Patent Counsel. (See the form entitled "Exhibit 2B - Petition for Advance Waiver of Patent Rights.")

(F) If your proposal exceeds \$250,000.00 and Section H of this solicitation includes the "Organizational Conflicts of interest" clause, the statement required by paragraph (c)

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of the provision entitled "Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services," which is made a part of this solicitation.

Certified Cost or Pricing Data

(a) Offerors are not required to submit certified cost or pricing data with their offers; however, such data may be requested at a later date.

Number of Awards

(a) The Company intends to make one award.

NOTE: All award documents will be digitally signed by the Company.

Data Universal Numbering System (DUNS) Number

(a) The offeror shall enter on the Solicitation and Offer form the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun & Bradstreet (D&B).

(b) If the offeror is located within the United States and does not have a DUNS number, it should contact D&B directly to obtain one at their website at <http://fedgov.dnb.com/webform>. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local D&B Customer Service Center from the D&B website at <http://www.dnb.com/utility-pages/global-customer-service-centers.html>

Access to ORNL Site

(a) Vendor personnel may come onto the ORNL site only if they have a current ORNL badge or a visitor's pass.

(b) Persons who need visitors' passes to participate in site visits must provide their e-mail address to the Procurement Officer on a workday at least one week in advance.

(c) The Procurement Officer will send a link to a secure portal (via-email) where vendor

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personnel provide the following information: (i) Full name, (ii) employer, (iii) social security number, (iv) date of birth, (v) gender and (vi) country of citizenship.

(d) Visitors' passes must be picked up at the Visitor Center, Building 5200. Photo identification is required.

Withdrawal of Offers

(a) Offers may be withdrawn by written notice received at any time before award. Offers 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 offer before award.

Questions

(a) Questions concerning this solicitation must be submitted in writing to the person identified in block 7 on the Solicitation and Offer form before **4:00 p.m., 5/28/2021**.

(b) Information given to one prospective offeror will be furnished to all prospective offerors if lack of the information would be prejudicial to them.



UT-Battelle, LLC
 Acting under contract DE-AC05-00OR22725
 With the U.S. Department of Energy
 Internet: <https://web.ornl.gov/adm/contracts/index.shtml>

Subcontract Construction

Section A - Agreement Form

1. Subcontract Number:	2. Solicitation Number: 6400017024	3. Type of Subcontract: Fixed Price Subcontract
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4a. Subcontract Administrator:
Chad Wilson

4b. Email Address: WILSONCR@ORNL.GOV	4c. Telephone: 865-576-5691	4d. Fax: 865-241-1043
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5. Issued By: UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. Box 2008, Bldg. 2040 OAK RIDGE, TN 37831-6293	6. Submit Invoices To: UT-Battelle, LLC - Accounts Payable Email pdf file to ornlap@ornl.gov or Fax to 865-241-1080
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7. Name and Address of Seller	8. Ship To: UT Battelle, LLC for the Dept. of Energy c/o Oak Ridge National Laboratory 1 Bethel Valley Road, Bldg 7120 Oak Ridge TN 37830 Show subcontract number on all packages, B/L, and, if required, invoices.
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9. TABLE OF CONTENTS

(X)	Sec.	Description	(X)	Sec.	Description
X	A	Agreement Form	X	F	Performance Period and Payment Information
X	B	Supplies or Services and Prices/Costs	X	G	General Provisions
X	C	Specifications/Statement of Work	X	H	Special Provisions
	D	Delivery, Shipping, Packaging	X	I	List of Attachments
	E	Inspection and Acceptance			

10. Brief Description of Supplies or Services: Sewage Treatment Plant Design & Build

11. Total Amount of Subcontract:

12. Seller's Agreement. Seller agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated in this subcontract. The rights and obligations of the parties to this subcontract are subject to and governed by this document and any documents attached or incorporated by reference.	13. Award. UT-Battelle, LLC (Company) agrees to award this Subcontract to Seller. The rights and obligations of the parties to this Subcontract are subject to and governed by this document and any documents attached or incorporated by reference.
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<input checked="" type="checkbox"/> Seller is required to sign and return a copy of this document. <i>(Checked if applicable)</i>	UT-Battelle, LLC
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A. Signature of person authorized to sign for Seller	A. Signature of person authorized to sign
B. Name of signer	B. Name of signer
C: Title of signer	C. Title of signer
D. Date	D. Date