



# Solicitation and Offer Construction

## Section A - Agreement Form

### Part I. Solicitation

<b>1. Solicitation number:</b> 6400010810	<b>2. Offers due by:</b> 09/21/2011, 12:00pm	<b>3. Offers valid for 120 days unless a different period is entered here:</b>	
<b>4. The product classification for this procurement under the North American Industry Classification System (NAICS) is Code 237130 - Power and Communication Line and Related Structures Construction</b>			
<b>5. Address offer to:</b> UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. Box 2008, Bldg. 8600 OAK RIDGE, TN 37831-6475		<b>6. Solicitation issued to:</b> Seller Number: 214342 ALL PROSPECTIVE OFFERORS Unknown Unknown TN 37831	
<b>7a. For information contact:</b> Joel Poteat			
<b>7b. Email Address:</b> POTEATJA@ORNL.GOV		<b>7c. Telephone:</b> 865-576-6826	<b>7d. Fax:</b> 865-576-1523
<b>8. Brief description of supplies or services for which offers are sought:</b> Knox/Nashville EVIC D-B Solar Charging			
<b>9. Type of subcontract anticipated:</b> Fixed Price Subcontract			
<b>10. This procurement [X] is, [ ] is not a total small business set-aside. See block 4 for the applicable NAICS Code.</b>			

### 11. 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	X	J	Representations and Instructions

### 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.

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



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**Section B - Supplies or Services and Prices/Costs**

**B.1. Line Item Description**

Item	Material/Description	Quantity	Unit	Deliver	Unit Price	Net Price
1	EV Solar Charging Knoxville EVIC Design-Build ** Item is ARRA Funded **	1.00	EA	02/29/2012		
2	EV Solar Charging - Nashville EVIC Design-Build ** Item is ARRA Funded **	1.00	EA	02/29/2012		
				<b>Total \$</b>		

**B.1 Provide proposal for the Electric Vehicle Charging Station Design Build Integrating Contractor for Knoxville and Nashville, TN.**

**Total Price**

The total fixed price for this Agreement is \$\_\_\_\_\_  
 (Includes Item Nos. 1 and 2 below)

Line Item Description. The Seller shall provide all necessary materials, labor, equipment, and facilities (except as specified herein to be furnished by the Company) necessary for the satisfactory and timely performance of the following subcontract line items in accordance with the attached Specification for **Electric Vehicle Charging Station Design Build Integrating Contractor for Knoxville and Nashville, TN** in Section C for:

Item 1: Knoxville -  
 Market Square and UT-Campus Locations \$\_\_\_\_\_  
 (See & Complete Attachment No. 1 - Knoxville Price Proposal Sheet)

Item 2: Nashville -  
 LP Field \$\_\_\_\_\_  
 and  
 Optional - State of Tennessee site  
 at McLemore & Charlotte Street \$\_\_\_\_\_  
 (See & Complete Attachment Nos. 2a and 2b - Nashville Price Proposal Sheets)

**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):



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

Project Manager \$ \_\_\_\_\_  
 Superintendent \$ \_\_\_\_\_  
 Safety \$ \_\_\_\_\_  
 Quality Assurance \$ \_\_\_\_\_

(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 \$100,000.

(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.



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

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### Section C - Specifications/Statement of Work

#### Specifications

The attached Specifications entitled Electric Vehicle Charging Station Design Build Integrating Contractor for Knoxville and Nashville, TN August 2011 are made a part of this Agreement.



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**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 <http://www.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 <http://www.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: \_\_\_\_\_

**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](http://www.ornl.gov/adm/contracts/art_forms.shtml)

**Period of Performance**

The period of performance of this Agreement shall begin on 10/07/2011 and end on February 29, 2012.



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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, <http://www.ornl.gov/adm/contracts/documents.shtml>.

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

General Terms and Conditions - Construction (CON Mar 2011)

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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, <http://www.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.

**Insurance - Form 2 (Company - March 2011) referenced in Section 1.15a INCORPORATION BY REFERENCE of the Company's General Terms and Conditions--Construction (CON Mar 2011) is deleted and replaced with the following:**

**INSURANCE - ELECTRIC VEHICLE SOLAR CHARGING STATIONS PROJECT (August 2011)**

**Section 1.31 of the Company's General Terms and Conditions--Construction (CON Mar 2011) is replaced with the following:**

#### **ENVIRONMENT, SAFETY AND HEALTH PROTECTION (04-25-2007)**

Seller shall perform this Agreement in a manner that ensures adequate protection for workers, the public, and the environment, and shall be accountable for actions of itself and its lower-tier subcontractors, agents and employees. Seller shall exercise a degree of care commensurate with the work and the associated hazards. Seller shall ensure that management of environment, safety and health (ES&H) functions and activities is an integral and visible part of Seller's work planning and execution process.

(1) Seller is responsible for complying with all applicable federal, state and local environmental, safety and health laws, regulations, standards, ordinances and requirements (hereinafter referred to as ES&H requirements). Seller is solely responsible for performing the work under this agreement and ensuring it and its lower-tier subcontractors, agents and employees are in compliance with all ES&H requirements

(2) During periods of active construction, Seller shall have a designated safety representative present on the construction site. Seller's designated safety representative must make frequent and regular inspections of the construction worksite to identify any instances of noncompliance with ES&H requirements.

(3) Noncompliances. The Seller shall promptly evaluate and resolve any noncompliance or potential noncompliance with ES&H requirements. If the Seller fails to resolve the noncompliance or if, at any time, the Seller's acts or failures to act cause substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Company may issue an order stopping work in whole or in part. Any stop work order issued by the Subcontract Administrator under this clause (or issued by the Seller to a subcontractor) shall be without prejudice to any other legal or contractual rights of the Company. If the Subcontract Administrator issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Subcontract Administrator. The Seller 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.

## Section H - Special Provisions

(4) Seller shall notify Company of any inspections or notices of noncompliance, deficiency or violations issued by a federal, state, or local regulatory authority pertaining to work performed under this Agreement.

(5) Reports. (A) The Seller shall report to the Company within two working days of learning of an occupational injury or illness that is recordable under 29 C.F.R. § 1904.12(c). Reports shall be made on DOE Form 5484.3, "Individual Accident/Incident Report," which is available under the title Special Articles and Forms or Exhibits at <http://www.ornl.gov/adm/contracts/documents/shtml>.

Seller shall maintain a record of project injuries and illnesses on the OSHA 300A, Summary of Work-Related Injuries and Illnesses, or equivalent, and provide copies of injury and illness information to Company annually or upon request. Seller shall notify the ORNL Laboratory Shift Supervisor (865) 574-6606 of any accident or near miss within 2 hours of the occurrence. Seller shall also notify the Technical Project Officer of any accident or near miss as required in the Specification/Statement of Work. (B) Before the fifth day of each month the Seller shall report to the Company the number of hours worked onsite the previous month. Reported hours should not include paid, non-work time such as holidays, vacation, or sick leave. This report shall be made on the "Monthly Report of Hours Worked" form, available under the title Special Articles and Forms or Exhibits at <http://www.ornl.gov/adm/contracts/documents.shtml>. (C) The Seller shall forward reports from lower-tier subcontractors to the Company.

(6) Lower-tier Subcontractors. Seller shall include this clause in all of its subcontracts, at any tier, involving performance of this Agreement. However, such provision in the subcontracts shall not relieve Seller of its obligation to assure compliance with the provisions of this clause for all aspects of the work. Seller shall be responsible for identifying all potential hazards to their lower-tier subcontractors.

### **Indemnification**

Seller agrees to indemnify, save harmless, and defend the Company and DOE and agents and employees of any of them, from and against any and all liabilities, claims, damages, losses, penalties, forfeitures, fines, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), arising out of or resulting from performance of this Agreement, provided that such liability, claim, damage, loss, penalty, forfeiture, fine, or suit is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, or to contamination of or adverse effects on the environment, or to any violation of governmental laws, rules, regulations, or orders, caused, in whole or in part, by (1) Seller's breach of any term or provision of this Agreement, including the SOW, or (2) any negligent or willful act or omission of the Seller, its employees, agents, or Subcontractors, or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss, penalty, forfeiture, fine, or suit is caused in part by a party indemnified hereunder. The obligations of the Seller under this Article shall survive the expiration or termination of this Agreement.

## Section H - Special Provisions

### Davis-Bacon Act Wage Determination (Knoxville)

(a) Davis-Bacon Act Wage Determination General Decision Number TN100108 dated 06/17/2011 TN 108 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.

### Davis-Bacon Act Wage Determination (Nashville)

(a) Davis-Bacon Act Wage Determination General Decision Number TN100099 dated 07/22/2011 TN99 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.

Limitations on Subcontracting (Jan 2006)

Payment Bond - Construction Contracts (Apr 2000)

Performance Bond - Construction Contracts (Apr 2000)

Recovery Act - Special Provisions Related to Work Funded Under American Recovery and Reinvestment Act of 2009 (Jan 2011)

### 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.

### Key Personnel

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

[List]



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(b) The Seller must notify the Company before diverting any listed person(s) to another program, providing 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; provided, that the Company may ratify a diversion in writing and the ratification shall constitute consent. The list of key personnel may be revised by mutual agreement during the period of this Agreement.

**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:

[Names and specified work provided by Offeror]

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.

**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): Melissa Lapsa"

TPO Name.....: Melissa Lapsa  
TPO Telephone #...: 865-576-8620  
TPO Email Address.: Lapsamv@ornl.gov

Technical Project Manager: Norm Durfee  
Phone: 865-574-1830  
E Mail Address: durfeenw1@ornl.gov

## Section I - List of Attachments

1. Specifications entitled: **Electric Vehicle Charging Station Design Build Integrating Contractor for Knoxville and Nashville, TN.**
2. EPRI Provided Drawing - "EATON, Solar Assisted Plug In Electric Vehicle Charging Site - One-line Diagram". This reference drawing is the base design which the ORNL installation was based on.  
**NOTE: The Eaton drawing provided by EPRI, is for reference in preparing quotes only and is not to be shared with other entities for any other purpose. Should you need to share the drawing with a lower-tier supplier/subcontractor, you must include this statement.**
3. INSURANCE - ELECTRIC VEHICLE SOLAR CHARGING STATIONS PROJECT (August 2011)
4. Davis Bacon Act Wage Determination General Decision Number TN100108 dated 06/17/2011 (Knoxville)
5. Davis Bacon Act Wage Determination General Decision Number TN100099 dated 07/22/2011 (Nashville)

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### Section J - Representations and Instructions

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

**J.3. Sales Tax. DO NOT INCLUDE SALES OR USE TAX IN QUOTED PRICES.** See Blanket Certificate of Resale at <http://www.ornl.gov/adm/contracts/documents.shtml>.

#### NEPA Approval

For programmatic reasons, this solicitation is issued in advance of receipt of NEPA approval for the Nashville site at McLemore and Charlotte that would permit a subcontract to be awarded. NEPA approval is expected to be received on or before October 07, 2011. No legal liability on the part of UT-Battelle for any work may arise until NEPA is received and a subcontract is awarded.

#### Notice of Total Small Business Set-Aside (June 2007)

(a) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns will be rejected. Any award resulting from this solicitation will be made to a small business concern.

(b) Definition. "Small business concern," as used in this notice, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the applicable size standard in paragraph (c) below.

(c) Size Standards.

(1) Nonmanufacturers. A concern submitting an offer in its own name that proposes to furnish an end product it did not manufacture, is a small business if it has no more than 500 employees. This paragraph does not apply to construction or service contracts.

(2) Other Offerors. An offeror other than a nonmanufacturer is a small business if:

Its "annual receipts," as defined in 13 CFR 121.104, do not exceed **\$33.5M**.

(3) The product or service classification used to determine this size standard was North American Industry Classification System (NAICS) Code **237130**.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the subcontract, only end items manufactured or produced by small business

## **Section J - Representations and Instructions**

concerns in the United States or its outlying areas. If the total amount of the subcontract does not exceed \$25,000 a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

### **Qualification Criteria**

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

(1) ES&H Performance: In order to be considered for subcontract award, the offeror must have a current Experience Modification Rating (EMR) of 1.0 or less. The offeror shall provide as proof of its EMR: (1) A current workman's compensation insurance carrier's certificate stating its EMR or If the offeror is a ORNL Qualified Construction Subcontractor, a statement that its current EMR is 1.0 or less and the date of its most recent certificate submitted to ORNL.

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

(3) Provide a current/valid Tennessee Contractor's License.

(4) Provide a statement as to whether, as an Offeror, your solar designer and installer are certified by NABCEP. A list of the current certified NABCEP installers in Tennessee can be found at the following website: <http://www.nabcep.org>.

### **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:

(1) Compliance with the SOW and all applicable Occupational Safety and Health Administration, the State of Tennessee, the Cities of Knoxville and Nashville, TN, and any other applicable regulations and procedures concerning health, safety and construction licensing and bonding.

(2) Experience/Past Performance:

(3) Key Personnel:

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(4) Schedule:

Each criterion is of equal importance

(d) The proposals will be graded against each of the Technical Criteria, 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) 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.

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

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### 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.

The Technical Proposal, one original and 4 copies of which are required, should not exceed 20 pages (excluding personnel resumes). The Technical Proposal must be in the following format:

(1) Table of Contents.

(2) A listing of authorized representatives (name, mailing address, telephone and fax numbers, and e-mail address).

(3) EMR documentation.

(4) Provide a current/valid Tennessee Contractor's License

(5) Certification regarding bonds and insurance.

(6) Provide certification that your solar designer and installer are certified by NABCEP.

(7) Identify work scope to be self-performed.

(8) Compliance with the SOW (Criteria 1)

Must demonstrate your ability to comply with the Scope of Work.

a. Explain how your team will organize, manage, and execute the scope of work defined by the solicitation documents to meet the subcontract completion date. Items to be addressed include:

1) Safety management overall and on a day to day basis

2) Management of lower tier subs

3) Interface and coordination with the Company

4) Quality assurance

5) Schedule management

6) Management of construction activities in and around active roadways as required by the project scope. Include description of controls and methods to be implemented to complete work along roadways and pedestrian paths safely and with minimal disruptions to normal vehicular and pedestrian traffic.

7) Management of excavations including areas where existing utilities are located. (Also includes any work required on/around existing utilities)

b. The Offeror shall submit the Workman's Compensation insurance carrier's certificate stating the current EMR for each major (e.g., electrical, grading, and concrete) lower tier subcontractor. If the EMR of any firm is greater than 1.0, the Offeror shall submit copies of OSHA 200 and/or 300 logs and other pertinent documentation that explains any extenuating

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circumstance(s) for the elevated EMR. The additional information will be considered by the Company during the evaluation of proposals.

c. Provide a certification that offeror can and agrees to comply with all applicable Occupational Safety and Health Administration, the State of Tennessee, the Cities of Knoxville and Nashville, TN, and any other applicable regulations and procedures concerning health, safety and construction licensing and bonding.

### (9) Experience/Past Performance (Criteria 2)

Discuss the Offeror Team's experience and performance that is most closely related to the project described in the base design. Include relevant solar equipment procurement/installation experience as well as relevant experience with other integrated multifunctional electrical systems.

A minimum of the most recent two similar projects performed by your proposed team during the past five-year period shall be identified. If you don't have three team projects, provide similar projects for each organization of the team. It is preferable to list projects where your proposed team of lower tier subcontractors have worked with you previously. UT-Battelle, LLC reserves the right to contact previous clients at its discretion. This information should be presented in tabular form with the following information identified:

- a. Project Title
- b. Project Description
- c. Client
- d. Client Point of Contact including name, position held, address, telephone number and email address
- e. Subcontract Number
- f. Subcontract type (fixed price, cost-type, or guaranteed maximum price)
- g. Original cost and Final cost. Explain the reasons for any difference.
- h. Key contract original start and finish dates for the construction project. Include notes concerning approved changes to the schedule of key activities and other reasons for differences between original and actual completion dates.

### (10) Key Personnel (Criteria 3)

Your team must consist of the following positions. Provide resumes for the positions as follows:

- (a) Safety and Health Professional, minimum 2 years of documented field construction safety experience and 30-hour OSHA Construction Safety Course training.
- (b) Site Supervisor, minimum 5 years of experience.
- (c) Project Manager must have minimum of 3 years' experience with construction project management. Construction Superintendent must minimum 5 years of directly applicable

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experience supervising construction projects of similar size and complexity.

Demonstrate the ability to provide qualified Key Personnel including a project manager and site superintendent with a minimum of five (5) years experience supervising projects of similar size and complexity, health and safety officer with a minimum of (5) years field construction experience and 30-hours OSHA Construction Safety Course Training, quality assurance representative with a minimum of three (3) years of experience providing quality assurance of construction projects consisting of parking lots and site lighting, stormwater collection systems, and concrete retaining walls including work adjacent to active roadways. Identify lower-tier subcontractors project managers and/or site superintendent and their experience levels. Correlate your key personnel with projects described in item 9 above, highlighting projects where your proposed team has worked together previously. Provide resumes of key personnel in an Appendix.

### (11) Schedule (Criteria 4)

The schedule shall include adequate detail to clearly show how the scope of work will be accomplished. Other items to be addressed include:

- a. Development and management of recovery plans if progress falls behind schedule.
- b. How your company incorporates and manages schedules of lower tier subcontractors.

Must demonstrate ability to successfully perform an integrated work schedule. Provide a preliminary work plan and schedule describing key tasks and milestones associated with Part 5 of the Statement of Work.

### (c) Format for Business Management Proposal.

The Business Management Proposal, one original and 4 copies of which are required, must be in the following format:

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

(A) Price Proposal. You must include your price proposal in this section. Your price proposal must include a complete breakdown of all direct and indirect cost elements which comprise your total price and must include an Attachment 1 form entitled "Price Proposal" for each of the sites - Knoxville, LP Field in Nashville, and State of Tennessee Site at McMamore and Charlotte in Nashville. Fill in all blanks in Section B and return with your price proposal.

### (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

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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 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."

(C) A completed, signed copy of the form entitled "Exhibit 2 - Representation of Limited Rights Data and Restricted Computer Software"

(D) Provide a copy of your Dun & Bradstreet (D&B) report if your proposal exceeds \$700K and the Company has no previous subcontracts with the Offeror or has not had subcontracts within the last three (3) years with the Offeror.

### Cost or Pricing Data

Offerors are not required to submit cost or pricing data with their offers; however, data may be requested after review of offers.

### Number of Awards

(a) The Company intends to make one award.

### Data Universal Numbering System (DUNS) Number

(a) The offeror shall enter on the Solicitation and Offer form the DUNS number that

## Solicitation and Offer Construction 6400010810

### Section J - Representations and Instructions

identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. 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 Dun and Bradstreet Information Services office from the Internet home page at [http://www.dnb.com/US/customer\\_service/index.html](http://www.dnb.com/US/customer_service/index.html). If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**Mandatory Pre-proposal Conference** (Encompasses entire scope of work for both Knoxville and Nashville Tennessee)

We will hold one (1) mandatory pre-proposal conference on **August 25, 2011 at the Large Assembly Room, City-County Building located downtown at 400 Main Street, Knoxville TN 37902**. We will begin at **10 a.m.**, and we expect to be completed by **4 p.m.**

At the conference we will discuss our requirements covering the entire project which includes both sites and allow question-and-answer periods.

Please notify me in writing, no later than **August 22, 2011**, of the names and job titles of your proposed attendees and of any questions you have about this request. We will answer your questions during the conference. Questions raised for the first time at the conference will be answered to the extent possible. Written answers to all questions considered at the conference will be furnished to recipients of this RFP.

#### Site Visits

Knoxville: A site visit has been scheduled for Knoxville Sites on **August 25, 2011 @ 10:00 a.m. EDST**. Participants will meet at the **Large Assembly Room, City-County Building located downtown at 400 Main Street, Knoxville TN 37902**.

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**Section J - Representations and Instructions**

Before Noon on August 22, 2011 notify the Subcontract Administrator of the number of persons who will attend the site visits for both locations. Verify with the Subcontract Administrator this information.

Nashville: A site visit has been scheduled for Nashville Sites on August 26, 2011 @ 10:00 a.m. CDST. Participants will meet at: One Titans Way, Nashville TN 37213. Before Noon on August 22, 2011 notify the Subcontract Administrator of the number of persons who will attend the site visit. Verify with the Subcontract Administrator this information.

**Questions**

Questions concerning this solicitation must be submitted in writing to the person identified in block 7 on the Solicitation and Offer form before 1:00 p.m., on September 06, 2011. Information given to one prospective offeror will be furnished to all prospective offerors if lack of the information would be prejudicial to them.

**Access to ORNL Site**

Vendor personnel may come onto the ORNL site only if they have a current ORNL badge or a visitor's pass. Persons who need visitors' passes to deliver offers or participate in site visits must provide the following information to the Subcontract Administrator on a workday at least 24 hours in advance: (i) Full name, (ii) employer, (iii) social security number, (iv) date of birth, (v) gender and (iv) country of citizenship. Visitors' passes must be picked up at the Visitor Center, Building 5200. Photo identification is required.

**Withdrawal of Offers**

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.

**Estimate Award Amount**

The Company estimates the value of the base award of this subcontract to be between \$1M and \$2M.

**Recovery Act - Notice of required Use of American Iron, Steel, and Other Manufactured Goods - Buy American Act - Construction Materials**

(a) In accordance with FAR 52.225-22, Notice of Required Use of American Iron, Steel, and Other Manufactured Goods - Buy American Act - Construction Materials, which is incorporated by reference in this solicitation, an offeror requesting a determination regarding the

## **Section J - Representations and Instructions**

inapplicability of section 1605 of the America Recovery and Reinvestment Act of 2009 (Recovery Act) or the Buy American Act should submit the request to the Subcontract Administrator in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR 52.225-21, Required Use of American Iron, Steel, and Other Manufactured Goods - Buy American Act - Construction Materials. If an offeror has not requested a determination regarding the inapplicability section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

### **Recovery Act - Representations and Certifications**

(a) This procurement will be funded, in whole or in part, with funds appropriate by the American Recovery and Reinvestment Act of 2009, Pub L. 111-5.

(b) The form "Recovery Act - Representations and Certifications Required from Subcontractors for Special Reporting" must be completed and submitted to the Company with your offer. This form is available on our website at:  
[http://www.ornl.gov/adm/contracts/art\\_forms.shtml](http://www.ornl.gov/adm/contracts/art_forms.shtml).



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

# Subcontract Construction

## Section A - Agreement Form

<b>1. Subcontract Number:</b>	<b>2. Solicitation Number:</b> 6400010810	<b>3. Type of Subcontract:</b> Fixed Price Subcontract
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**4a. Subcontract Administrator:**  
Joel Poteat

<b>4b. Email Address:</b> POTEATJA@ORNL.GOV	<b>4c. Telephone:</b> 865-576-6826	<b>4d. Fax:</b> 865-576-1523
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<b>5. Issued By:</b> UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. Box 2008, Bldg. 8600 OAK RIDGE, TN 37831-6475	<b>6. Submit Invoices To:</b> Preferred: Email pdf file to ornlap@ornl.gov Alternate: Fax to 865-241-1080 or mail to UT-Battelle, LLC - Accounts Payable P.O. Box 2308, MS 6436 Oak Ridge, TN 37831-6436
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<b>7. Name and Address of Seller</b>	<b>8. Ship To:</b> UT Battelle, LLC for the Dept. of Energy c/o Oak Ridge National Laboratory 1 Bethel Valley Road, Bldg 7001 Oak Ridge TN 37831  Show subcontract number on all packages, B/L, and, if required, invoices.
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(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:** Knox/Nashville EVIC D-B Solar Charging

**11. Total Amount of Subcontract:**

<b>12. Seller's Agreement.</b> 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.	<b>13. Award.</b> 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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<b>A. Signature of person authorized to sign for Seller</b>	<b>A. Signature of person authorized to sign</b>
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<b>B. Name of signer</b>	<b>B. Name of signer</b>
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<b>C: Title of signer</b>	<b>C. Title of signer</b>
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<b>D. Date</b>	<b>D. Date</b>
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