



Solicitation and Offer

Section A - Agreement Form

Part I. Solicitation

1. Solicitation number: 6400009776	2. Offers due by: 08/16/2010, 12:00pm	3. Offers valid for 120 days unless a different period is entered here:
--	---	--

4. The product classification for this procurement under the North American Industry Classification System (NAICS) is Code 541350 - Building Inspection Services

5. Address offer to: UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. Box 2008, Bldg. 1060COM OAK RIDGE, TN 37831-6337	6. Solicitation issued to: Seller Number: 214342 ALL PROSPECTIVE OFFERORS Unknown Unknown TN 37831
--	---

7a. For information contact: Mitzi Bailey

7b. Email Address: BAILEYMB@ORNL.GOV	7c. Telephone: 865-241-2402	7d. Fax: 865-241-1034
---	------------------------------------	------------------------------

8. Brief description of supplies or services for which offers are sought:
QA Inspection Services

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

(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.

12. Offeror DUNS establishment number:	13. Offeror Employer Identification number:	14. Offeror acknowledges receipt of amendments numbered:
---	--	---

15. Name and address of offeror:	16. Remittance address (if different from block 15):
---	---

17a. Signature of person authorized to sign:	17b. Date:
---	-------------------

17c. Name/Title of signer:

17d. Telephone:	17e. Email:	17f. Fax:
------------------------	--------------------	------------------



Solicitation and Offer
640009776

Section B - Supplies or Services and Prices/Costs

B.1. Line Item Description

Item	Material/Description	Quantity	Unit	Deliver	Unit Price	Net Price
1	RA - QA Retrofit Inspections	1.00	JOB	07/31/2011		
	** Item Is ARRA Funded **					
				Total \$		

B.1 Provide inspection services in accordance with the attached Statement of Work in Section C.

B.2 Ceiling Price

The ceiling price of this Agreement is \$ _____.

B.3 Incremental Funding

This Agreement will be incrementally funded. The clause, Limitation of Company's Obligation (July 2006), is incorporated by reference and amended as follows: The first sentence of paragraph (a) is revised to read, "Of the total price or, as applicable, the ceiling price of the Agreement, \$_____ is currently allotted and available for payment." The first sentence of paragraph (c)(1) is revised to read, "Funds currently allotted are expected to cover the work to be performed until _____."

B.4 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

Period of Performance: August 23, 2011 through August 22, 2012

Service Requirement	Minimum/Maximum Number of Units	Fixed Unit Price
Whole House Inspection	No less than 35,000 No more than 100,000	\$_____
Single Item Inspection	No Minimums No more than 500,000	\$_____
Special Inspections and Re-Inspections	No Minimum No Maximum	\$_____

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.



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>

Page 3 of 19

Solicitation and Offer 640009776

Section C - Specifications/Statement of Work

Statement of Work entitled Inspection Services for Single and Multi-Family Properties in support of the US DOE Weatherization Assistance Program dated July 6, 2010 is attached.



Solicitation and Offer
640009776

Section F - Performance Period and Payment Information

F.1. Performance Period. The performance period of this subcontract shall begin on 08/23/2010 and end on 08/22/2011.

F.2. Payment Terms. The terms of payment shall be Net 30.

F.3. 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.4. 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.5. Offeror's Fiscal Year End Month. Enter the ending month of your fiscal year: _____

Invoicing

The Seller shall submit a proper invoice for payment in accordance with the negotiated terms to the address shown in the block titled "Send Invoices To" on the first page of this document. Each invoice shall reflect milestones or services complete and billable under the Agreement and the cumulative amount of all invoices to date. Each invoice shall reflect the house inspection by reference number (number assigned to each individual house inspection that is used to track the inspection and information entered into the secure database). All payments will be made in U.S. Dollars.

The Seller will be paid according to the fixed unit prices listed below for the completed inspections and reports. The fixed unit price (per inspection for all geographic areas) shall include scheduling, physical reviews of the properties, reports, communications, travel, printing, photographic expenses, postage, courier fees and other fees related to the delivery of services and information to the Company, general oversight, overhead, general and administrative costs, fringe benefits, and profit/fee.

All costs, including the cost of reproduction of forms, transportation, postage, shipping, express mail, facsimile transmissions, travel for training and all office requirements are included in the fixed unit price. The Seller will not receive reimbursement or other payment for any expenses related to property inspections.

The minimum and maximum quantity of inspections that the Company may order during the base period and option period is listed below. Note there are no minimums and maximums for re-inspections and special inspections which are ancillary items. (The Seller will be paid only for those completed.)

Fixed Unit Prices for the period of Year 1 - August 23, 2010 through August 22, 2011

Service Requirement	Minimum/Maximum Number of Units	Fixed Unit Price
---------------------	---------------------------------	------------------



Solicitation and Offer
6400009776

Section F - Performance Period and Payment Information, continued

Whole House	No less than 20,000	
Inspection	No more than 100,000	\$ _____
Single Item	No Minimums	
Inspection	No more than 500,000	\$ _____
Special Inspections	No Minimum	
and Re-Inspections	No Maximum	\$ _____

Option

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

Period of Performance: August 23, 2011 through August 22, 2012

Service Requirement	Minimum/Maximum Number of Units	Fixed Unit Price
Whole House	No less than 35,000	
Inspection	No more than 100,000	\$ _____
Single Item	No Minimums	
Inspection	No more than 500,000	\$ _____
Special Inspections	No Minimum	
and Re-Inspections	No Maximum	\$ _____

Options

Option(s) shall be exercised by sending written notice to the Seller no later than 30 days prior to the expiration of the then current Period of Performance or such later date as the parties agree. The Company is not obligated to exercise any option(s). In the event the Company does not exercise the option(s), the Seller shall be relieved of any further obligation under the Option.



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>

Page 6 of 19

Solicitation and Offer 6400009776

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 - Fixed Price (FP Apr 2010)

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.

Exhibit 4, Authorization and Consent (Dec 2005)

Exhibit 5, Patent Indemnity (4/84)

Exhibit 9, Technical Data (Nov 2000)

Organizational Conflicts of Interest (Jan 2006)

Service Contract Act of 1965, as Amended (Jan 2006)

Statement of Equivalent Rates for Federal Hires (5/89)

Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts) (Sept 2009)

Wage Determination

Service Contract Act Wage Determination No _____, Revision No. _____ dated _____ is made a part of this subcontract.

The Company is uncertain regarding two critical issues with respect to Service Contract Act (SCA) compliance in this Solicitation. First, we do not know exactly where the work will be performed. In addition, we do not whether "service employees" - or which categories of service employees - will be used; thus, provisions of the SCA referenced in this solicitation may or may not apply to some of the resulting subcontracts. That decision will be based on the Offeror's proposal and whether the individuals proposed to carry out the work are covered by SCA. The SCA does not apply to executive, administrative, or professional employees nor does it apply to independent subcontractors. For questions regarding SCA or to obtain specific Wage Determinations please access the following web site; www.dol.gov.

Based on the proposal received from the successful Offeror, the Company will obtain wage determinations as necessary and incorporate them into the Subcontract.

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

Indefinite Quantity

Section H - Special Provisions

(a) This is an indefinite-quantity Agreement for the supplies or services specified and effective for the period stated in the Agreement. The quantities of supplies and services specified in the Agreement are estimates only and are not purchased by this Agreement.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Agreement. The Seller shall furnish to the Company, when and if ordered, the supplies or services specified in the Agreement up to and including the quantity designated in the Agreement as the "maximum." The Company shall order at least the quantity of supplies or services designated in the Agreement as the "minimum."

(c) There is no limit on the number of orders that may be issued. The Company may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this Agreement and not completed within that period shall be completed by the Seller within the time specified in the order. The Agreement shall govern the Seller's and Company's rights and obligations with respect to that order to the same extent as if the order were completed during the effective period of the Agreement.

Ordering of Inspections

Inspections furnished under this Agreement will be ordered by the Company's Technical Project Officer or Principal Investigator by submission of an Inspection Order Form to the Seller via e-mail. The Inspection Order Form will identify the reference number to be used to track the inspection, the type of inspection needed, the fixed price of the inspection, location of the required inspection, and full contact information for the homeowner. All inspections are subject to the terms and conditions of this Agreement. In the event of a conflict between an Inspection Order Form and this Agreement, the Agreement shall control.

Key Personnel

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

[List]

(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.

Technical Direction

The clause, Technical Direction (Jan 2006), is incorporated by reference and amended as



Section H - Special Provisions

follows: "Performance under this subcontract is subject to the technical direction of the Company's Technical Project Officer (TPO):"

TPO Name:
TPO Telephone #:
TPO Email Address:

PI Name:
PI Telephone #:
PI Email Address:



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>

Page 10 of 19

Solicitation and Offer 6400009776

Section I - List of Attachments

Statement of Work entitled Inspection Services for Single and Multi-Family Properties in support of the US DOE Weatherization Assistance Program dated July 6, 2010

Quality Assurance 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 <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>.

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.

Recovery Act - North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS Code and small business size standard for this acquisition are as follows:

NAICS Code: 541350
Size Standard: \$7.0 Million

The following sentence does not apply to construction or service contracts. 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.

Cost or Pricing Data

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

Basis of Award - Price Comparison

An award resulting from this solicitation will be made to the responsible offeror submitting the lowest-price offer that meets all of the following Qualification Criteria.

Qualification Criteria

1. **Credit and DUNS:** Must meet each of the following Dun & Bradstreet (D&B) criteria:

Section J - Representations and Instructions

- Ratings for Paydex and Payment Habit must be 75 or higher and
- Composite Credit Appraisal must be 2 or lower and

2. **Must be able to demonstrate capability to schedule work to meet delivery requirements:** Demonstrate 90% coverage of that listed in the Geographic Area Chart in the Statement of Work.

3. **Insurance and License Requirements** - Insurance must include errors and omissions insurance and general liability insurance in accordance with Insurance - Form 1. License and registration numbers must be valid and in good standing with the state.

4. **Attestation regarding Information Technology:** Offeror shall attest that they maintain an Information Technology Disaster Recovery Plan with physically separate locations of primary and backup systems, offsite storage.

5. **Attestation regarding Call Center:** Offeror shall attest that they maintain a customer hotline (24x7) potential customer uptake hotline in accordance with SOW section C.3.11.

6. **Attestation regarding Record Retention:** Offeror shall attest that they allow the Company or designee unrestricted access and may interview /audit recipient's personnel in accordance with SOW section C.3.8 and C.3.9.

7. **Attestation to other requirements:** Offeror shall attest that they agree to the following terms:

- Will provide electronic submissions of data or the company will be provided a reasonable means to obtain the information, data, and reports in accordance with SOW section C.3.10;
- Will maintain a demonstrated quality assurance process in accordance with SOW section C.3.19;
- Will provide the Company with a validated list of qualified contractors in accordance with SOW section C.3.5.
- Will cooperate if subject to federal audit (e.g. provide right of entry to records/facility).

8. **Attestation regarding compliance with other specified Statement of Work requirements.**

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.

Section J - Representations and Instructions

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.

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 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. 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.

Number of Awards

(a) The Company intends to award one or more fixed-price subcontracts.

Questions

Section J - Representations and Instructions

(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., August 11, 2010**.

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

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.

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, **four** copies of which are required must be in the following format:

(1) Table of Contents

Provide table of contents with page numbers for each chapter or section and subsection.

(2) Qualification Criteria

Provide a concise summary in your proposal addressing all Qualification Criteria requirements.

2.1 Credit and DUNS - Provide copy of current Dun & Bradstreet (D&B) Report which contains the information required by Qualification Criteria #1.

2.2 Capability to meet Delivery Requirements -

2.2.1 Provide written description of services currently offered by the Offeror that address the Company's need outlined in the Statement of Work. Written description shall be no more than 250 words.

2.2.2 Provide Historical Financials and Numbers: The total number of inspections the Offeror completed annually in 2007, 2008, 2009 including financials audits. Please include financial audits from 2007, 2008, 2009 with all required financial reports and a total aggregate number of inspections completed in each year.

Section J - Representations and Instructions

2.2.3 The Offeror shall submit the aggregate number of inspectors currently available to the Offeror (i.e. ALL INSPECTORS) and the aggregate number of inspectors currently available to the Offeror per area as estimated in the Statement of Work Geographic Area Chart (i.e. ALL INSPECTORS AVAILABLE TO THIS CONTRACT).

2.2.4 The Offeror shall include a list of all inspector's names, addresses, license numbers, registration numbers and insurance numbers.

2.2.5 The Offeror shall provide a 1-page summary of the Offeror's inspectors by their ability to inspect whole house inspections and single items.

2.3 Insurance and License - Provide copy of Offeror's insurance certificate in accordance with Insurance - Form 1 clause of this Solicitation. Provide copy of Offeror's license and registration.

2.4 Information Technology - Provide locations and contacts for the separate locations for both the primary and backup systems (ie. offsite storage). Include a write up of the bidder's Information Technology Disaster Recovery Plan.

2.5 Call Center - Provide a write up of the Offeror's call center that complies with SOW section C.3.11.

2.6 Records Retention - Provide a write up of the Offeror's Record Retention plan that complies with SOW section C.3.8. As an attachment provide evidence that it maintains a record retention policy such as the "Record Retention Rules Under Sarbanes-Oxley".

2.7 Other Requirements - Offeror shall attest that they agree to the following terms:

- Will provide electronic submissions of data or the Company will be provided a reasonable means to obtain the information, data, and reports from the Offeror(s) electronically through an Offeror supplied website in accordance with SOW section C.3.10;
- Will maintain a demonstrated quality assurance process for to perform the services outlined in this solicitation in accordance with SOW section C.3.19;
- Will provide the Company with a validated list of qualified contractors per this contract to perform the services outlined in this solicitation in accordance with SOW section C.3.5;
- Will cooperate if subject to federal audit (e.g. provide right of entry to records/facility).

2.8 Other Statement of Work Requirements - All Offerors shall provide written details for each specific Statement of Work requirement as follows (with attachments as needed). See Statement of Work requirements detailed in section C.3.

2.8.1 Written confirmation of "purpose", section C.3.1.

2.8.2 1-page narrative on how the Offeror will complete an inspection, section C.3.2.

2.8.3 1-page narrative and a 1-page diagram on how the Offeror will complete the activities, section C.3.3.

2.8.4 Written confirmation of receipt of attached "WAP QA checklist" and, as an attachment, any proposed checklist the Offeror would like to use, section C.3.4.

2.8.5 1-page narrative of the list of the data to be collected and the methods to

Section J - Representations and Instructions

analyze and report on the data to the Company, section C.3.6.

2.8.6 Written confirmation of "availability of records", section C.3.9.

2.8.7 1-page narrative and 1-page diagram of the Offeror's secure database and the Company's method to access the secure database, section C.3.10.

2.8.8 Provide example reports that the Offeror will provide the Company, section C.3.11.

2.8.9 Written confirmation of "objectives", section C.3.12.

2.8.10 Written confirmation of "Equipment and Records", section C.3.16.

2.8.11 As attachments, copy of licenses, and certifications for the Offeror and/or a narrative of how the Offeror will maintain current its licenses, and certifications to the Company during the duration of this contract, section C.3.17.

2.8.12 Written confirmation of "security", section C.3.18.

2.8.13 As an attachment, a copy of the Offeror's Quality Control Plan, section C.3.19.

2.8.14 Written confirmation of "Offeror and subcontractor employees", section C.3.20.

Offerors are allowed to submit additional information to the Company by marking it "Section 3: Extra Supporting Evidence"; however, the Company may not review this material to make an award on this solicitation.

(c) Format for Business Management Proposal

The Business Management Proposal, **four** 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. Include prices in the appropriate clauses in Section F.

(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 royalty is payable;

(iv) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;

Section J - Representations and Instructions

- (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.

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

(C) If you are not a small business concern and your proposal exceeds \$650,000, a completed, signed copy of the form entitled cost Accounting Standards Notices and Certification.

(D) If your proposal exceeds \$500,000 and you are not a small business, either a copy of your Small Business Subcontracting Plan or the Company form Representations Regarding Subcontracting Plans with an explanation of why no subcontracting possibilities exist. [Instructions on the contents and format of subcontracting plans are in the clause entitled Small Business Subcontracting Plan (July 2006), which is made a part of this solicitation. A sample subcontracting plan (adapted from Appendix 9 of SBA Standard Operating Procedure 60 03 5) is available at http://www.ornl.gov/adm/contracts/art_forms.shtml] At a minimum, your plan is to mirror the Company's most recent Small Business Goals available at the following website: <http://www.ornl.gov/adm/contracts/smallbusgoals.shtml>

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

(F) 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.")

(G) If your proposal exceeds \$100,000.00 and Section H of this solicitation includes the "Organizational Conflicts of interest" clause, the statement required by paragraph (c) of the provision entitled "Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services," which is made a part of this solicitation.

Section J - Representations and Instructions

(H) If your proposal exceeds \$10 million, a copy of the EEO Preaward Clearance Request form with items 3, 4, 8, 9, 11, and 12 completed. [Prospective awardees of subcontracts of \$10 million or more are subject to preaward compliance evaluations by the Office of Federal Contract Compliance Programs (OFCCP), unless within the preceding 24 months OFCCP has conducted an evaluation and found the prospective awardee to be in compliance with Executive Order 11246.]

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 deliver offers or participate in site visits must provide their e-mail address to the Subcontract Administrator (SA) on a workday at least 24 hours in advance.
- (c) The SA will send a link to a secure portal (via-email) where vendor 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.



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

Section A - Agreement Form

1. Subcontract Number:	2. Solicitation Number: 6400009776	3. Type of Subcontract: Fixed Price Subcontract
-------------------------------	--	---

4a. Subcontract Administrator:
Mitzi Bailey

4b. Email Address: BAILEYMB@ORNL.GOV	4c. Telephone: 865-241-2402	4d. Fax: 865-241-1034
--	---------------------------------------	---------------------------------

5. Issued By: UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. Box 2008, Bldg. 1060COM OAK RIDGE, TN 37831-6337	6. Submit Invoices To: 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
---	---

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 7001 Oak Ridge TN 37831 Show subcontract number on all packages, B/L, and, if required, invoices.
--------------------------------------	---

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: QA Inspection Services

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.
--	---

<input checked="" type="checkbox"/> Seller is required to sign and return a copy of this document. <i>(Checked if applicable)</i>	UT-Battelle, LLC
---	------------------

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
---------	---------