

INFORMATION FOR OFFERORS (CONSTRUCTION) (APR 2007)

1. PREPARATION OF OFFERS. (a) Offerors are expected to examine the drawings, specifications, descriptions, terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Offers must be submitted on the forms furnished by the Company or on copies of those forms and manually signed. The offer must be signed by a person with authority to bind the offeror. The person signing an offer must initial each erasure or change appearing on any offer form.

(c) The offer form may require offerors to submit proposed prices for one or more items on various bases, including—

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (c)(1) through (c)(3)

of this provision.

(d) If the solicitation requires submission of an offer on all items, failure to do so may result in the offer's being rejected without further consideration. If an offer on all items is not required, offerors should insert the words "no offer" in the space provided for any item on which no price is submitted.

(e) Alternate offers will not be considered unless this solicitation authorizes their submission.

(f) Offeror must state a definite time for performance of services unless otherwise specified in the solicitation. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(g) Offers in strict accordance with the solicitation are desired. Any exceptions should be referenced to related documents by title, page, and paragraph, and should be set forth in detail.

(h) This request does not commit the Company to pay for any costs incurred in the preparation and submission of an offer or for any other costs incurred prior to the execution of a subcontract.

2. EXPLANATION TO PROSPECTIVE OFFERORS. Any explanation desired by a prospective offeror regarding the meaning or interpretation of the solicitation must be requested with sufficient time allowed for a reply to reach all prospective offerors before submission of their offers. Any information given to a prospective offeror will be furnished to all prospective offerors if the information is necessary in submitting offers or if lack of the information would be prejudicial to any other prospective offerors.

3. AMENDMENTS TO SOLICITATIONS. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Receipt of an amendment to a solicitation must be acknowledged in writing.

4. SUBMISSION OF OFFERS. Unless other methods

(e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in (4)(a)(1) and (4)(a)(2) of this paragraph.

5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS.

(a) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the Company office designated in the solicitation by the time specified in the solicitation. Any offer received after the time specified but before award may be considered solely within the Company's discretion.

(b) Offers may be withdrawn by written notice received 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.

6. AWARD. (a) The subcontract will be awarded to the responsible offeror whose offer represents the best value, total cost of the acquisition and other factors considered.

(b) The Company may reject any or all offers and waive informalities and minor irregularities in offers received.

(c) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the Company.

(d) The Company may determine that an offer is unacceptable if the prices proposed are materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated.

(e) We may award based on initial offers. Accordingly, each offer should be submitted on the most favorable terms, from a price and technical standpoint, that the offeror can submit.

(f) A written award or acceptance mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding subcontract without further action by either party.

7. GOVERNMENT-FURNISHED PROPERTY. No materials or equipment will be furnished by the Company or the Government unless otherwise provided in the solicitation.

8. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.

(a) The offeror shall enter, on the cover page of its offer, 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, Inc.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun

and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if different from physical address).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

9. TREATMENT OF OFFER INFORMATION. (a) An offer may contain technical data and other data, including trade secrets or privileged or confidential commercial or financial information, that the offeror does not want disclosed to the public or used by the Company or the Government for any purpose other than offer evaluation. To protect such data, the offeror must specifically identify each page, including each line or paragraph thereof, containing the data to be protected, and attach to the offer a cover sheet containing the following notice:

NOTICE

The data contained in pages _____ of this offer have been submitted in confidence and contain trade secrets and/or privileged or confidential commercial or financial information, and such data shall be used or disclosed only for evaluation purposes, provided that if a subcontract is awarded to this offeror as a result of this offer, the Company and the Government shall have the right to use or disclose the data herein to the extent provided in the subcontract. This restriction does not limit the Company's and the Government's rights to use or disclose data obtained without restriction from any source, including the offeror.

(b) Reference to the above notice on the Cover Sheet shall be placed on each page to which the notice applies. The Company assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose.

(c) Should a subcontract be awarded based on an offer, it is policy, in consideration of the award, to obtain unlimited rights for the Government in technical data contained in the offer unless the prospective subcontractor marks those portions of the technical information that he asserts as "proprietary data"

or specifies those portions of such technical data that are not directly related to or will not be utilized in the work to be funded under this subcontract. "Proprietary data" are technical data that embody a trade secret developed at private expense, such as design procedures or techniques; chemical composition of material; or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data: (1) are not generally known or available from other sources without obligation concerning their confidentiality, (2) have not been made available by the owner to others without obligation concerning their confidentiality, and (3) are not already available to the Government without obligation concerning their confidentiality. An offeror that receives a subcontract award shall mark the data identified as proprietary by specifying the appropriate proposal page numbers to be inserted in the Rights to Proposal Data (Technical) clause below. Subject to the concurrence of the Company, information unrelated to the subcontract may be deleted from the offer. The responsibility, however, of identifying technical data as proprietary or deleting it as unrelated rests with the prospective subcontractor.

(d) The following clause shall be included in any subcontract where the offeror seeks to protect proprietary proposal data. This clause is intended to apply only to technical data and not to other data such as privileged or confidential commercial or financial information.

RIGHTS TO PROPOSAL DATA (TECHNICAL). Except for data contained on pages _____, it is agreed that as a condition of the award of this subcontract and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Technical Data" clause contained in this subcontract) in and to the technical data contained in the offer dated _____, upon which this subcontract is based.

10. DAVIS-BACON ACT—SECONDARY SITE OF THE WORK. (a)(1) The offeror shall notify the Company if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, which is incorporated by reference in this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Company.

(b)(1) If the wage determination provided by the Company for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Company.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

11. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (a) The offeror's attention is called to the Equal Opportunity clause and the

Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Seller’s aggregate workforce in each trade on all construction work in the covered area identified below are as follows:

Covered Areas	Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
Oak Ridge, TN (Anderson County)	6.9%	6.6%
Oak Ridge, TN (Roane County)	6.9%	4.5%

These goals are applicable to all of the Seller’s construction work performed in the covered area. If the Seller performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the subject work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Seller’s compliance with the Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity Clause, (2) specific affirmative action obligations required by the clause entitled “Affirmative Action Compliance Requirements for Construction,” and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the subcontract and in each trade. The Seller shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees between subcontractor to subcontractor, or from project to project, for the sole purpose of meeting the Seller’s goals shall be a violation of the subcontract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Seller shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the subcontract resulting from this solicitation. The notification shall list the following:

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any subcontract resulting from this solicitation, the “covered area” is the geographic area in which the construction work under the subcontract will be performed.

12. NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS.

(a) Definitions. “Construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of 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 the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of 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.

(c) Evaluation of offers. (1) The Company will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Company will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed in FAR 25.104, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Company will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for

which an exception was requested may be accepted if revised during negotiations.

(End)