



Solicitation and Offer

Section A - Agreement Form

Part I. Solicitation

1. Solicitation number: 6400016493	2. Offers due by: 12/22/2020, 4:00pm ET	3. Offers valid for 120 days unless a different period is entered here:
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4. The product classification for this procurement under the North American Industry Classification System (NAICS) is Code 334111 - Electronic Computer Manufacturing

5. Address offer to: UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. Box 2008, Bldg. 2040 OAK RIDGE, TN 37831-6337	6. Solicitation issued to: Seller Number: 214342 Attn: SUPPLIER CONTACT ALL PROSPECTIVE OFFERORS UNKNOWN UNKNOWN TN 37830-8050
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7a. For information contact: Mitzi Bailey

7b. Email Address: BAILEYMB@ORNL.GOV	7c. Telephone: 865-241-2402	7d. Fax: 865-576-3792
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8. Brief description of supplies or services for which offers are sought:
GAEA-C5 Climate Modeling System

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
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Part II. Offer

The undersigned agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated in any resulting subcontract. The rights and obligations of the parties to the resultant subcontract shall be subject to and governed by this document and any document attached or incorporated by reference.

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

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

B.1. Provide High Performance Computing Climate Production System and services in accordance with the attached Statement of Work in Section C.

B.2. Total Price

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

B.3. 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

Description: Maintenance and Support - Year 1
Quantity: 1 Year

Total Price: \$_____

Period of Performance: TBD

Option No.2

Description: Maintenance and Support - Year 2
Quantity: 1 Year

Total Price: \$_____

Period of Performance: TBD

Option No.3

Description: Maintenance and Support - Year 3
Quantity: 1 Year

Total Price: \$_____

Period of Performance: TBD

Option No.4

Description: Maintenance and Support - Year 4
Quantity: 1 Year

Total Price: \$_____

Period of Performance: TBD

Option No.5

Description: Maintenance and Support - Year 5



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

Quantity: 1 Year

Total Price: \$ _____

Period of Performance: TBD

Option No.6

Description: System Analysts - Year 1

Quantity: 2

Unit Price: \$ _____

Total Price: \$ _____

Period of Performance: TBD

Option No.7

Description: System Analysts - Year 2

Quantity: 2

Unit Price: \$ _____

Total Price: \$ _____

Period of Performance: TBD

Option No.8

Description: System Analysts - Year 3

Quantity: 2

Unit Price: \$ _____

Total Price: \$ _____

Period of Performance: TBD

Option No.9

Description: System Analysts - Year 4

Quantity: 2

Unit Price: \$ _____

Total Price: \$ _____

Period of Performance: TBD

Option No.10

Description: System Analysts - Year 5

Quantity: 2

Unit Price: \$ _____



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

Total Price: \$ _____

Period of Performance: TBD

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: <https://web.ornl.gov/adm/contracts/index.shtml>

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Section C - Specifications/Statement of Work

C.1. The Statement of Work entitled "GAEA-C5 High Performance Computing System Supporting Numerical Climate and Weather Prediction" v1.0.2, dated November 19, 2020, is attached hereto (Attachment 1).



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Section D - Delivery, Shipping, Packaging

D.1. The FOB Point is Oak Ridge National Laboratory. The Seller is responsible for all shipping costs.



Section E - Inspection and Acceptance

E.1. Final acceptance will be at Oak Ridge, Tennessee. A detailed acceptance plan, including inspection and tests deemed necessary to show full compliance, will be negotiated with the successful Offeror for inclusion in the subcontract.



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Section F - Performance Period and Payment Information

F.1. Performance Period. The performance period of this subcontract shall begin on _____ and end on _____.

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 https://web.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 https://web.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: _____

F.6. 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. All payments will be made in U.S. Dollars.

The milestone payment schedule is as follows:

Table with 3 columns: Milestone No., Due Date, Payment Amount. Rows for Milestone 1 and Milestone 2.

ETC...

F.7. Options

Option(s) shall be exercised by sending written notice to the Seller 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.



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Section G - General Provisions

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

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

NOTICE:

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

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

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

The following general condition under the terms and conditions is revised as follows: Part 1.19 [or Part 1.20] DEFENSE PRIORITY AND ALLOCATION REQUIREMENT is hereby removed in its entirety. This clause takes priority over the General Provisions listed in section G.

General Terms and Conditions - Commercial Items (CI March 31, 2020)



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Section H - Special Provisions

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

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

H.1. Clauses Incorporated by Reference

Exhibit 5, Patent Indemnity (4/84)

Exhibit 9, Technical Data (Jun 2011)

Milestone Payment Clause (May 2010)

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

H.2. Technical Direction

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

TPO Name.....: To Be Determined
TPO Telephone #...:
TPO Email Address.:

H.3. Key Personnel

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

[List]

(b) Before removing, replacing, or diverting any of the listed or specified personnel, the Seller must: (1) Notify the Procurement Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this agreement; and (3) obtain the Procurement Officer's written approval.

H.4. 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

Section H - Special Provisions

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.

H.5. U.S. Government Interest

The work performed under this subcontract is of interest to the National Oceanic and Atmospheric Administration (NOAA) and Department of Energy (DOE). The Seller agrees that Company may share and otherwise distribute deliverables, information, data, software, and any correspondence provided by the Seller under this Subcontract with personnel (including subcontractors) at the NOAA and the DOE.

H.6. SUBMITTAL REQUIREMENT-ACTIVITY HAZARD ANALYSIS 09-12-2018

When performing work in the Oak Ridge Leadership Computing Facility (OLCF), all on-site personnel shall comply with the requirements of the Vendor/Subcontractor Hazard Analysis (HA). A copy of the supplied HA is included in the contract for the seller's review and concurrence (Attachment 4). The supplied HA is not "all inclusive" and the seller may have specific processes/procedures that they desire to incorporate. Suggested changes or additions from the seller shall be incorporated by the company and agreed upon by the company. In addition, it is the seller's responsibility to analyze the work scope and ensure that all applicable hazards and controls are included in the agreed upon final HA. The HA shall be considered a "living" document and maybe red-lined in the field to address minor changes or additions. Red-lined changes shall be agreed upon by the company and all personnel must be briefed on the changes prior to continuing work. It is the company's responsibility to brief all incoming subcontractor/vendor personnel and to maintain the HA.



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Section I - List of Attachments

Attachment 1 - Statement of Work entitled "GAEA-C5 High Performance Computing System Supporting Numerical Climate and Weather Prediction", v1.0.2, dated November 19, 2020

Attachment 2 - Proposal Preparation Instructions, v.1.0, dated September 11, 2020

Attachment 3 - GAEA-C5 Price Schedule Template, v1.0

Attachment 4 - Activity Hazard Analysis/es (AHA) Form

Section J - Representations and Instructions

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

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

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

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

J.4. The total price of the base award including all options shall not exceed **\$24,500,000.00.**

J.5. Options

(a) The Company shall have the option to purchase additional quantities of items or services shown in Section B.3 and described in the Specification/Statement of Work (Attachment 1). The offeror should include option prices in the HPC11 Price Schedule Template (Attachment 3)

(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.

J.6. Preparation of Offers

(a) Offers must be prepared in accordance with the Statement of Work (Attachment 1) and the Proposal Preparation Instructions (Attachment 2). Offers must be:

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

Section J - Representations and Instructions

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

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

J.7. Technical and Business Management Proposal

Offerors must prepare Technical and Business Management Proposal Volumes in accordance with the Statement of Work (Attachment 1) and Proposal Preparation Instructions (Attachment 2).

J.8. Evaluation Factors and Basis of Award

Evaluation Factors and Basis of Award information is included in the Proposal Preparation Instructions (Attachment 2).

J.9. Number of Awards

(a) The Company intends to make one award.

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

J.10. Data Universal Numbering System (DUNS) Number

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

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

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

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

J.11. Access to ORNL Site

Section J - Representations and Instructions

(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 Procurement Officer on a workday at least 24 hours in advance.

(c) The Procurement Officer 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.

J.12. 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.

J.13. Questions

(a) Questions concerning this solicitation must be submitted in writing to the person identified in block 7 on the Solicitation and Offer form before 4:00 p.m. Eastern Time, December 18, 2020.

(b) Answers to questions that are germane to the interpretation of requirements will be posted to the NOAA-C5 RFP website for all potential Offerors. Answers to questions that are specific to interpretation of requirements and are based on an Offer's competitive bid strategy or proprietary information will only be provided to the Offeror who submitted the question(s). In all cases, UT-Battelle will determine what questions and answers will be posted to the website and what questions and answers will be provided only to the Offeror who submitted the question(s).



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

Subcontract

Section A - Agreement Form

1. Subcontract Number:	2. Solicitation Number: 6400016493	3. Type of Subcontract: Fixed Price Subcontract
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4a. Subcontract Administrator:
Mitzi Bailey

4b. Email Address: BAILEYMB@ORNL.GOV	4c. Telephone: 865-241-2402	4d. Fax: 865-576-3792
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5. Issued By: UT-Battelle, LLC c/o Oak Ridge National Laboratory P.O. Box 2008, Bldg. 2040 OAK RIDGE, TN 37831-6337	6. Submit Invoices To: UT-Battelle, LLC - Accounts Payable Email pdf file to ornlap@ornl.gov or Fax to 865-241-1080
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7. Name and Address of Seller	8. Ship To: UT Battelle, LLC for the Dept. of Energy c/o Oak Ridge National Laboratory 1 Bethel Valley Road, Bldg 7120 Oak Ridge TN 37830 Show subcontract number on all packages, B/L, and, if required, invoices.
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(X)	Sec.	Description	(X)	Sec.	Description
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10. Brief Description of Supplies or Services: GAEA-C5 Climate Modeling System

11. Total Amount of Subcontract:

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