
REQUEST FOR PROPOSAL (RFP)

1. INTRODUCTION

Date: 03/16/2026

RFP No.: PR451983

RFP Description: Graphite Rotary Furnace

Offeror Name:

Offeror Address:

Attention POC:

Subject: RFP for the ORNL Fusion and Fission Energy and Science Directorate

In Response Refer to: RFP No. PR451983 – Graphite Rotary Furnace

ORNL Procurement Officer: Genna Pence

Phone: (865)341-4644

Email: pencegl@ornl.gov

Oak Ridge National Laboratory (ORNL) is a US Department of Energy (DOE) science and energy laboratory, conducting basic and applied research to deliver transformative solutions to compelling problems in energy and security. ORNL is managed and operated by UT-Battelle, LLC (Company). ORNL’s diverse capabilities span a broad range of scientific and engineering disciplines, enabling the Laboratory to explore fundamental science challenges and to carry out the research needed to accelerate the delivery of solutions to the marketplace.

The Company is pleased to invite your firm, herein referred to as “Offeror,” to submit a proposal in support of the subject effort, as outlined in the attached Statement of Work or Specification and/or Technical Direction attached.

The Company reserves the right to update this RFP by amendment prior to date of award.

The Offeror’s proposal shall be prepared in accordance with the information provided in this RFP. Specific responses to the Company’s requirements are necessary to enable the Company to evaluate Offeror’s understanding of and capability to accomplish the stated objectives. Throughout the proposal, the Offeror shall provide sufficient detail to substantiate the validity of all stated claims, comments, or positions. All proposed concepts must be shown to be technically feasible and achievable within the allotted time limitations, and all performance and schedule requirements must be shown to be realistic. The response shall correspond to the requirements of this RFP, unless otherwise specified in writing by the Company. All Offerors are strongly encouraged to maintain an active registration in SAM.gov to facilitate verification of small business status and eligibility.

2. RFP INFORMATION

Solicitation Number:	PR451983
Offers Due By:	03/30/2026 at 5:00PM EST
Offer Validity Period:	120 days
NAICS Code:	333994/Industrial Process Furnace & Oven Manufacturing/750 employees

Subcontract Type Anticipated:	Firm Fixed Price
Small Business Set-Aside:	No
Description of Supplies/Services Sought:	Provide design, manufacturing, delivery, and support of a high-temperature graphite rotary furnace for use by the Advanced Fuel Fabrication Group at Oak Ridge National Laboratory (ORNL).
Anticipated Subcontract Period of Performance:	TBD

3. LIST OF RFP ATTACHMENTS

Attachment No.	Description	Document Title	(Date/Revision)
Attachment A	Statement of Work (SOW)	Statement of Work – Graphite Rotary Furnace for Kernal Fabrication	03/09/2026 – Rev. 0
Attachment B	Technical Specifications	Technical Specification – Graphite Rotary Furnace for Kernal Fabrication	03/09/2026 – Rev. 0
Attachment C	ORNL Terms and Conditions	Terms and Conditions – Fixed Price – BSD-CS-2150 (10/01/2025)	10/01/2025 – Rev. 0
Attachment D	Prime Contract T&C Flow Downs	UT-Battelle Prime Supplemental Flowdown Document: Additional Terms and Conditions for Subcontracts/Purchase Orders Under Prime Contract No. DE-AC05-00OR22725 (01/13/2026)	01/13/2026 – Rev. 0
Attachment E	Representations and Certifications	Representations and Certifications – Abbreviated – BSD-CS-2260 (03/2026)	03/09/2026 – Rev. 0

4. STATEMENT OF WORK/SPECIFICATIONS

Statement of Work (SOW) for Graphite Rotary Furnace for Kernal Fabrication, dated 03/09/2026 – Rev. 0 (attached)

Technical Specification for Graphite Rotary Furnace for Kernal Fabrication, dated 03/09/2026 – Rev. 0 (attached)

5. PROPOSAL PREPARATION

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) Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer. Erasures or other changes must be initialed by the person signing the offer. (c) Unit price for each unit offered shall be shown and such price shall include packing and shipping materials unless otherwise specified. A total price shall be entered for each item offered. Any tariffs shall be expressly stated and priced separately. In case of discrepancy between a unit price and total price, the unit price will be presumed to be correct. (d) Offeror must state a definite time for delivery of supplies or performance of services unless otherwise specified in the solicitation. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays unless offeror expressly states offer is in business days. (e) 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. (f) This request does not commit 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 an Agreement.

Explanation to Prospective Offerors. Any explanation desired by a prospective Offeror regarding the meaning or interpretation of the solicitation, drawings, specification, etc., 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 such information is necessary in submitting offers or if the lack of such information would be prejudicial to any other prospective Offerors.

Proposal Format. Offeror is requested to submit their proposal in MS Excel, MS Word, or PDF formats. Proposals must be submitted on the forms furnished by the Company. If no form is provided, Offeror may submit their proposal in a format of their choosing.

Contractual / Administrative Authority. No direction to proceed or other instruction to begin work shall be binding upon Company except when specifically issued and confirmed in writing by Company Procurement Officer. Offeror's acceptance of, or reliance upon any direction to proceed or other instruction by Company's technical personnel, or other representatives not specifically authorized to issue formal purchase order commitments, shall be at Offeror's own risk and shall not constitute a binding purchase commitment upon Company.

Acknowledgement of Amendments. Receipt of an amendment to a solicitation must be acknowledged in writing.

Proposal Contact. Any questions regarding any portion of this RFP must be coordinated through the Company's Procurement Officer, identified as Company's Contact in the Introduction. No written or verbal correspondence will be permitted with any other member of the Company without coordination through the Company's Procurement Officer. Failure to comply with this requirement may result in the Offeror's disqualification from consideration for award. The Company is open to proposal clarification questions/discussions in regard to this RFP via the email address or telephone number provided in the Introduction.

Omissions. It shall be clearly understood that, notwithstanding the detailed requirements contained herein, it is the Offeror's responsibility to identify and quote any aspect or area which may have been omitted in this RFP and which will nevertheless be necessary to meet the general requirements of the defined effort.

Opportunity for Enhancement. In the interest of cost effectiveness, the Offeror is encouraged to identify and propose alternatives to specifications that, in its judgment, may offer limited value in consideration of cost or price. Further, the Offeror is invited to suggest practical performance incentives that may be introduced to the advantage of both Offeror and Company.

Proposal Acceptance. The Company reserves the right to (a) consider proposals or modifications to proposals received after the due date should such action be determined to be in the best interest of Company or its customer, and/or (b) make award without written or oral discussion.

Affordability. This effort is in support of the U.S. Government, who has a vital mission and constrained resources, and it is incumbent upon industry to provide our customer with high quality and affordable solutions. The Company considers this challenge to be a major discriminator in our proven performance and demonstrated value to our customers. The Company has developed a number of initiatives to drive value for our customer, and we expect our partners in our supply chain to do the same. It is requested as part of your proposal in response to this RFP that you articulate and demonstrate specifics in your offer that are affordable and meet or exceed all technical and schedule requirements. Your response to these criteria will be an element of the proposal evaluation and award decision process.

Payment. Payment shall be made by electronic funds transfer (EFT). EFT enrollment shall be completed during the Ariba registration process.

Discounts. Prompt payment discounts will be included in the evaluation of offers, provided the period of the offered discount is sufficient to permit payments within such period in the regular course of business under the delivery, inspection, and payment provisions of the solicitation.

Rights to Technical Data in Successful Proposals. Should an Agreement be awarded based on a proposal, it is policy, in consideration of the award, to obtain unlimited rights for the Government in technical data (but not commercial or financial information) contained in a successful proposal upon which award of an Agreement is based. To exclude technical data contained in a proposal from the Government's rights, the offer must:

- (1) Advise the Company that the technical data, or portions thereof that are identified by the Offeror, are covered by the restrictive notice regarding the disclosure and use of proposal information in accordance with the provision of this RFP entitled Treatment of Offer Information and request that such protection be maintained by excluding the data from the Government's rights; or
- (2) Establish to the Company's satisfaction that identified portions of the technical data do not relate directly to or will not be utilized in the work to be performed under the Agreement, and request that such portions be excluded from the Government's rights.

If unlimited rights to technical data in successful proposals, as set forth in the first paragraph of this section are to be acquired, it shall be by use of the clause below titled, "Rights to Proposal Data (Technical)." Any excluded technical data will be identified by inserting appropriate proposal page numbers in the clause, which clause enables the identification of data to be excluded from the Government's rights, as discussed in the first paragraph of this section. Such exclusion is not dispositive of the protective status of the data, but any excluded technical data, as well as any commercial and financial information contained in the proposal, will be used for evaluation purposes only. If there is a need to have access to any of the excluded technical data during contract performance, their acquisition will be as limited rights data, if they so qualify, in accordance with FAR 27.404-1(d).

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 "Rights in Data – General" clause contained in this subcontract in and to the technical data contained in the proposal dated, _____, upon which this subcontract is based.

Government-Furnished Property. No material, labor, or facilities will be furnished by the Company or the Government unless otherwise provided in the solicitation.

Award of Subcontract. (a) Unless specified otherwise elsewhere in this solicitation, the Agreement will be awarded to the responsible Offeror whose offer represents the best value, total cost and/or price of the acquisition and other factors considered.

(b) The Company reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) Except as may otherwise be provided in the solicitation, the Company may accept any item or group of items of any offer, unless the Offeror qualifies the offer by specific limitations.

(d) The Company may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Company prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counteroffer on the part of the Company.

(e) It is the Company's intent to 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. However, the Company may allow for proposal revisions if the Company deems it necessary.

Brand Name or Equal. (a) If items called for by this solicitation have been identified by a "brand name or equal" description (including identification of products by make and model), such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be considered satisfactory. Offers proposing "equal" products (including products of the brand name manufacturer other than the one described by the brand name) will be considered for award if such products are clearly identified in the offer and are determined by the Company to meet fully the salient characteristics' requirements listed in the solicitation.

(b) Unless the Offeror clearly indicates in the offer that it is offering an "equal" product, the offer shall be considered as offering the brand name product referenced in the solicitation.

(c)(1) If the Offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be clearly identified in the offer. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the Company and will be based on information furnished by the Offeror.

CAUTION TO OFFERORS: The Company is not responsible for locating or securing any information that is not furnished with the offer. Accordingly, the Offeror must furnish as part of the offer all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Company to (i) determine whether the product offered meets the salient characteristics' requirements of the solicitation, and (ii) establish exactly what the Company would be binding itself to purchase by making an offer.

(2) If the Offeror proposes to modify a product to make it conform to the requirements of the solicitation, it shall (i) include in the offer a clear description of such proposed modifications and (ii) clearly mark any descriptive material to show the proposed modifications.

Unbalanced Pricing. The Company may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items and option items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the Company determines that the lack of balance poses an unacceptable risk to the Company.

Conditions Affecting the Work. Offerors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Offerors from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Company will assume no responsibility for any understanding or representations concerning conditions made by any of their officers or agents prior to the execution of the Agreement, unless that understanding or representation is expressly stated in the Agreement resulting from this solicitation.

Treatment of Offer Information. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Company or the Government except for evaluation purposes, shall:

(a) Mark the title page with the following legend:

This proposal includes information that shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, an Agreement is awarded to this Offeror as a result of—or in connection with—the submission of this information, the Company and the Government shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting Agreement. This restriction does not limit the Company's and the Government's right to use information contained in this information if it is obtained from another source without restriction. The information subject to this restriction are contained in pages [insert numbers or other identification of pages]; and

(b) Mark each page of information it wishes to restrict with the following legend:

Use or disclosure of information contained on this page is subject to the restriction on the title page of this proposal.

Company Profile. Provide a company profile to include business classification (e.g. Large, Small, Disadvantaged, etc.).

Signing Authority. Provide the names, positions, email address, and phone numbers of persons authorized to negotiate this proposal, contractually commit the Offeror, or persons to be contacted for clarification or questions.

Proposal Validity. Unless otherwise stated in the Offeror's proposal, the Offeror's proposal shall be valid for 120 calendar days.

FOB and Shipping Terms. FOB Destination for domestic shipments. The preferred terms for international shipments are Delivered at Place (DAP). Do not insure shipments.

Offeror Business Information. Complete business address of the Offeror, the corporate name to be used on any resultant contract, and the remittance address if different from that above. Identify "parent company" or "sponsoring corporation" name, also provide such identity as appropriate.

Subcontract Type. Identify proposed subcontract type if other than the anticipated subcontract type located in Attachment C: ORNL Terms and Conditions.

Options. Company shall have the option to purchase additional quantities of items or services described in the Statement of Work/Specifications. The Offeror should include any option prices in the appropriate area of the RFP. 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. 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(s).

Withdrawal of Offers. Offers may be withdrawn by written notice received by the Procurement Officer at any time before award.

Proposal Package. A complete proposal package consists of the following elements:

- ✓ Technical Proposal

- ✓ Cost Proposal
- ✓ Exceptions/Non-Compliance
- ✓ Conditions of Proposal / Assumptions
- ✓ Supplementary Requirements

TECHNICAL PROPOSAL REQUIREMENTS:

The Technical Proposal shall not exceed 25 pages (excluding personnel resumes).

The technical proposal should be specific, detailed, and complete to demonstrate clearly and fully that the Offeror has a thorough understanding of the Company's requirements. The technical proposal must enable the technical evaluators to make a thorough analysis and arrive at a sound determination as to whether or not the proposal meets the Company's requirements. The proposal shall include descriptions sufficient to describe the Offeror's technical approach. The technical proposal must be sufficient to show how the Offeror proposes to comply with the Company's requirements and it must include a full explanation of the methods proposed. The Offeror shall include a glossary of acronyms and special terminology.

No certified cost or pricing information shall be included in the technical proposal.

The technical proposal must be in the following format:

Personnel. Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required to show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

Principal Investigator (PI)/Project Director. List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

Other Key Personnel. List all other investigators/professional personnel who will be participating in the project. Discuss their qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

Additional Personnel. List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated, and the anticipated sources will be specified and qualified.

Resumes. Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

Technical Objectives. State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

Technical Approach. Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and possible or probable outcome of approaches proposed.

Technical Methods. Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

Schedule. Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, for example, receipt of a required approval by the Company. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the Offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

Facilities and Resources. List/describe all facilities and resources available for this project, including any equipment.

Other Considerations. Identify and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- Unique arrangements which none or very few organizations are likely to have, which is advantageous for effective implementation of this project.
- Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- Other factors you feel are important and support your proposed research.
- Recommendations for changing reporting requirements or other deliverables if such changes are more compatible with the offeror's proposed schedules.

COST PROPOSAL REQUIREMENTS:

All proposals shall be submitted in U.S. Dollars (USD). If a standard proposal pricing worksheet/form is provided within this RFP, the Offeror shall submit their pricing via the worksheet/form. If the worksheet/form is not provided, the Offeror may submit their pricing information in their own format.

This proposal may be subject to a government price audit.

Milestone Payment Plan. The Company may consider a proposed payment plan with the Offeror's response. Proposed payments must demonstrate significant progress against the schedule incorporated into the subcontract.

EXCEPTIONS/NON-COMPLIANCE:

Exception(s) to or non-compliance with any portion of this RFP shall be clearly identified in a separate Exceptions/Non-Compliance section referencing the specific document, page, paragraph, and item. Exceptions identified in the Offeror's Technical Proposal need not be restated in this section. You are required to explain the reason(s) for the non-compliance and identify any alternate solutions to achieve compliance. Any exceptions that are taken to the provisions of this RFP will be considered in evaluating the Offeror's proposal and may result in your offer being deemed non-responsive. The absence of a proposal section entitled "Exceptions/Non-Compliance" or a statement indicating "no exceptions are taken" implies complete and unequivocal acceptance of all requirements, terms, and conditions.

CONDITIONS OF PROPOSAL/ASSUMPTIONS:

The Offeror shall identify any conditions and/or assumptions of its proposal in a separate Conditions of Proposal/Assumptions section. The Offeror shall include a list of any Company/Government equipment and/or information needed as a condition of performance. Offeror shall include its assertion of Limited or Restricted Rights in Data and/or Software.

SUPPLEMENTARY REQUIREMENTS:

Representations and Certifications – Abbreviated. If your proposal exceeds \$15,000, Offeror must complete and return a copy of the *Representations and Certifications – Abbreviated (BSD-CS-2260)* form, a copy of which can be found here: <https://contracts.ornl.gov/special-articles-and-forms/>.

Organizational Conflicts of Interest. If your proposal exceeds \$15,000 and the Special Provisions section of this RFP 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*," is made a part of this RFP. A copy of these OCI disclosure statement requirements for Advisory and Assistance Services can be found here: <https://contracts.ornl.gov/special-articles-and-forms/>.

Small Business Subcontracting Plan. If your offer, including options, is \$900,000 (or \$2 million for Construction) or more and the Offeror is a large business, the Offeror shall submit a Small Business Subcontracting Plan that fully meets the requirements of FAR 52.219-9 or complete the ORNL *Small Business Subcontracting Plan Form (BSD-CS-2129)*. A copy of this form can be found here: <https://contracts.ornl.gov/special-articles-and-forms/>. Annual small business reporting will be required via the Electronic Subcontracting Reporting System (<http://www.esrs.gov>). If the Offeror determines it is not required to submit a plan for subcontracting with small business concerns, they shall submit a [Representations Regarding Small Business Subcontracting Plan](#).

Cost Accounting Standards. If your offer exceeds \$2.5 million, return a completed copy of the *Cost Accounting Standards (CAS) Notices and Certification form (BSD-CS-2039)*. A copy of this form can be found here: <https://contracts.ornl.gov/special-articles-and-forms/>.

Certified Cost and Pricing Data. Offerors are not required to submit certified cost or pricing data with their offer; however, such data may be requested by the Company prior to award if the award is over \$2.5 million and no valid exception applies.

Foreign End Products. The Offeror shall list as foreign end products those end products that are manufactured outside of the United States that do not qualify as domestic end products. List all foreign end products proposed and their country of origin.

Patent Rights. If the Special Provisions section of this RFP includes either the "*Exhibit IB, Patent Rights – Acquisition by the Government*" or the "*Exhibit 1C, Patent Rights - Retention by the Seller (Short Form)*" clause, and you have requested an advance waiver of patent rights, Offeror shall submit 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*" found here: <https://contracts.ornl.gov/exhibits/>.)

6. COMPETITION

This RFP is being issued on a competitive basis. The Company intends to make one award.

Questions. Questions concerning this RFP must be submitted in writing, via email, to the Procurement Officer listed in the Introduction of this RFP. Information given to one prospective offeror will be furnished to all prospective offerors if a lack of the information would be prejudicial to them.

7. BASIS OF AWARD

Basis of Award – Best Value (Tradeoff). An award resulting from this RFP 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. 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. The Evaluation Factors are listed below, and are listed in descending order of importance:

EVALUATION FACTORS

- Factor 1: Technical
- Factor 2: Management
- Factor 3: Past Performance
- Factor 4: Exceptions
- Factor 5: Cost/Price

1. Technical Approach

The Company will evaluate the offeror's Technical Approach based on its demonstrated technical approach to accomplishing the SOW objectives and the requirements.

The Company will evaluate the Offeror's Technical Approach to determine approach clarity and completeness; the degree to which the offeror demonstrates adequate knowledge and experience to complete the SOW, the degree to which it offers and proposes innovative thought in the evaluation and assessment of the specific tasks outlined, and the degree to which it reflects the appropriate experience required to conduct and manage performance based work schedules and cost control procedures throughout the contract period of performance.

2. Management Approach

The Company will evaluate the effectiveness of the Offeror's Management Approach to perform the contract and achieve the objectives in the SOW. The following elements will be considered in applying a rating but will not be separately rated: Contract Management, Key Personnel, and performance management.

3. Present and Past Performance

The Company will evaluate the Offeror's performance under present and past contracts for projects of similar size, scope, and complexity to the requirements in the SOW that have been completed within the past five (5) years.

The Present and Past Performance criterion will be evaluated as favorable, unfavorable, or neutral. In the case of an offeror without a record of relevant present and past performance or for whom information on relevant present and past performance is not available, the offeror will receive a neutral rating.

8. SPECIAL PROVISIONS

(The following can be found at <https://contracts.ornl.gov/special-articles-and-forms/>)

- Exhibit 1B, Patent Rights – Acquisition by the Government (10/13/2025)
- Exhibit 1C, Patent Rights – Retention by the Seller (Short Form) (10/13/2025)
- Exhibit 2, Representation of Limited Rights Data and Restricted Computer Software (10/13/2025)
- Exhibit 3, Authorization and Consent (10/13/2025)

- [Exhibit 5, Patent Indemnity \(10/13/2025\)](#)
 - [Exhibit 9, Technical Data \(10/13/2025\)](#)
 - [Exhibit 17, Rights to Proposal Data \(Technical\) \(10/13/2025\)](#)
 - [Buy American Certification – BSD-CS-2292 \(10/2025\)](#)
 - [Organizational Conflicts of Interest \(OCI\) Disclosure – Advisory & Assistance Services \(01/2006\)](#)
 - [Representations Regarding Small Business Subcontracting Plan – BSD-CS-2125 \(10/2025\)](#)
 - [Small Business Subcontracting Plan Form – BSD-CS-2129 \(10/2025\)](#)
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9. PAYMENT TERMS

Payment terms are **Net 30** (Large Business) or **Net 15** (Small Business) days upon final acceptance of the product/service. All payments will be made in U.S. Dollars (USD). Payment shall be made by electronic funds transfer.

10. CLOSING

Should additional information be required on any of these requests please do not hesitate to contact the undersigned Procurement Officer below.

Sincerely,

Genna Pence
Phone: (865)341-4644
Email: pencegl@ornl.gov