

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER SP0600-09-0634	PAGE 1 OF 48
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Brian D. Nuckols		5. SOLICITATION NUMBER SP0600-09-R-0401	6. SOLICITATION ISSUE DATE 17 February 2009

9. ISSUED BY Defense Energy Support Center DESC-A 8725 John J. Kingman Rd., Suite 3830 P.P. 8.1 Ft. Belvoir, Virginia 22060-6222 Buyer/Symbol: Brian Nuckols/DESC-A PHONE: (703) 767-8563 FAX: (703) 767-8757 EMAIL: brian.nuckols@dla.mil		CODE SP0600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: 221119 SIZE STANDARD: 4 million MWh <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
15. DELIVER TO See B70 NOTICES AND RESERVATIONS (RENEWABLE ENERGY)(DESC MAY 2009)		16. ADMINISTERED BY See Block 9	

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY To be provided at time of award	CODE
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See B70 NOTICES AND RESERVATIONS (RENEWABLE ENERGY)(DESC MAY 2009)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Candis H. Schiefer	31c. DATE SIGNED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Continuation of SF1449, Block 8:

Technical and Pricing submissions for all solicited Installations are due as follows:

TECHNICAL DATA:

(Required for all suppliers intending to offer on any line item.)

The following Technical Data is due by 12:00 Noon local Fort Belvoir, VA time on 15 May 2009:

1. Standard Form 1449
2. Certifications and Representations
3. Technical/Management Proposal
4. Past Performance Proposal
5. List of any exceptions to the terms and conditions in the solicitation

NOTE: Any exceptions to the stated solicitation requirements received after the due date for technical submissions will constitute a late modification to the proposal and may not be considered by the Government.

PRICING DATA:

Pricing is due by (TBD) local Fort Belvoir, VA time on (TBD).

NOTE : Prices identified as “Indicative” or having contingencies attached to them will not be considered for award.

TO VIEW ANY FEDERAL ACQUISITION REGULATION (FAR), OFFERORS MAY USE THE FOLLOWING WEBSITE: <http://www.arnet.gov/far/>

For all Small Business issues, please call Ms. Virginia Broadnax at 703-767-9400 (Email: virginia.broadnax@dla.mil) or Ms. Lula Manley at 703-767-9465 (Email: lula.manley@dla.mil).

NOTICE OF PRE-PROPOSAL CONFERENCE

(a) A pre-proposal conference will be conducted on March 19, 2009 for the purpose of answering questions regarding this solicitation. During the pre-proposal conference, the government will provide a tour of the site where the project will be constructed.

(b) Submit the names of all attendees to *Candis Schiefer* at candis.schiefer@dla.mil no later than close of business on March 12, 2009.

(c) Offerors are requested to submit questions to *Candis Schiefer* at candis.schiefer@dla.mil. All proposed questions and the Government’s responses will be posted to the Solicitation Webpage for viewing.

Table of Contents

PART I – THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

SF1449Cover

SECTION B - SUPPLIES OR SERVICES & PRICES OR COSTS

B70 NOTICES AND RESERVATIONS (RENEWABLE ENERGY)(DESC MAY 2009).....6

SCHEDULE B-1 UTILITY SERVICE PAYMENT BY THE GOVERNMENT.....7

SECTION C - SPECIFICATION/STATEMENT OF WORK

C810 STATEMENT OF WORK/SPECIFICATIONS (RENEWABLE ENERGY)(DESC AUG 2009).....8

SECTION G- CONTRACT ADMINISTRATION DATA

G40 CONTRACTING OFFICER'S REPRESENTATIVE.....15

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

II.03-15 CONTRACT TERMS AND CONDITIONS (RENEWABLE ENERGY)(DESC AUG 2009).....15

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2009).....20

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2008).....22

II.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION 23

I226 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.....25

PART III – LIST OF DOCUMENTS, EXHIBITS, & OTHER ATTACHMENTS

SECTION J

ATTACHMENT 1: INSTALLATION DATA SHEET
ATTACHMENT 2: INSTALLATION TECHNICAL DRAWINGS/REPORTS
ATTACHMENT 3: FACILITY LICENSING AGREEMENT
ATTACHMENT 4: FACILITY ACCESS REQUIREMENTS
ATTACHMENT 5: PAST PERFORMANCE INFORMATION
ATTACHMENT 6: SMALL BUSINESS SUBCONTRACTING PLAN (REQUIRED FOR LARGE BUSINESSES ONLY)
ATTACHMENT 7: SYSTEM OUTPUT PROFILE
ATTACHMENT 8: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) EVALUATION
ATTACHMENT 9: SUSPECT AND COUNTERFEIT ITEMS
ATTACHMENT 10: PPPL ELECTRICAL CONSTRUCTION REQUIREMENTS

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, & OTHER STATEMENTS

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTERNATES I/II)(JUN 2008/OCT 2002/APR 2000).....26

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS.....35

K33.01 AUTHORIZED NEGOTIATORS (DESC APR 2007).....36

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY.....36

K94 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008).....37

SECTION L - INSTRUCTIONS, CONDITIONS, & NOTICES TO OFFERORS

L2.05-8 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (ALTERNATE I)(DESC JAN 2004/OCT 1997).....39

L2.36 PROPOSAL FORMAT AND CONTENT (RENEWABLE ENERGY)(DESC JUN 2009).....42

L5.05 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION.....46

L74 TYPE OF CONTRACT.....46

SECTION M - EVALUATION FACTORS FOR AWARD

M810 EVALUATION FACTORS FOR AWARD (RENEWABLE ENERGY)(DESC JUN 2009).....46

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B70 NOTICES AND RESERVATIONS (RENEWABLE ENERGY)(DESC MAY 2009)
(a) **DEFINITIONS.** As used throughout this solicitation and any resultant contract—

- DESC** means Defense Energy Support Center
- DLA** means Defense Logistics Agency
- ISO** means Independent System Operator
- kW** means kilowatt
- kWh** means kilowatt-hour
- MWh** means megawatt hour
- NERC** means North American Electric Reliability Council
- REC** means Renewable Energy Certificate
- ELECTRICITY** means the energy generated by the on-site renewable project, minus the RECs
- RTO** means Regional Transmission Organization
- UDC** means Utility Distribution Company

Additional acronyms, if applicable. PV means photovoltaic

(b) Below are the acronyms and full names of each utility, utility service area and the applicable ISO/RTO/NERC region for the associated requirements:

Applicable ISO/RTO: PJM Interconnection (PJM)

Applicable NERC Region: ReliabilityFirst Corporation (RFC)

Utility Service Area: Public Service Electric and Gas Company (PSE&G)

Utility: Public Service Electric and Gas Company (PSE&G)

(c) The Government is requesting proposals for the purpose of contracting with a qualified energy supplier to furnish all labor, materials, tools, equipment and incidentals necessary to supply and deliver electricity utility services to the Department of Energy Princeton Plasma Physics Laboratory, Princeton, NJ (PPPL) from individual on-site, Contractor owned solar PV arrays. The Contractor is responsible for any ancillary and/or incidental services, including scheduling and coordination, required to deliver electricity to the delivery point at PPPL.

Line Item Number	Location / Installation Name	Gov't Min. Project Size	Spreadsheet Name(s)
34-1000	DOE PPPL Princeton, NJ – D-Site Roof	400 kW	Attachment 1
34-2000	DOE PPPL Princeton, NJ – Parking Lot Structure	600 kW	Attachment 1

(d) The electricity to be supplied will use the Contractor's transmission lines from a solar PV array to the interconnect delivery point with the PSE&G distribution system to PPPL, as described in the STATEMENT OF WORK/SPECIFICATIONS (RENEWABLE ENERGY) clause.

(e) A solar PV array produces electricity, measured in kWhs, and RECs. The Government is interested in the acquisition of kWhs from the solar PV array and [] is, [X] is not seeking to retain the RECs for this project. The solar PV array must be operational no later than 12 months after the contract award date.

(f) Information regarding specific locations is provided on an Installation Data Sheet, Attachment 1. This information includes: (1) Line Item Number; (2) Location; (3) Local Electric Utility;

(4) Current Tariff Rate; (5) Utility Account Number; (6) Historical Monthly Consumption and Demand Data; and (7) Interval Data, if applicable. Please use the following link to access the information: <http://www.desc.dla.mil/DCM/Files/Attachment%201%20-%20Installation%20Data%20Sheet.pdf>. Note that this data is provided for informational purposes only and the Government makes no representations regarding its accuracy. Offerors are expected to verify this data independently prior to submitting pricing.
(g) The Government is soliciting offers for a 10-year utility services contract for electricity.

(DESC 52.207-9FD1)

SCHEDULE B-1
Utility Service Payment by the Government

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE (\$/kWh)	TOTAL \$ VALUE
34-1000	D-Site Roof		Kilowatt-Hour	\$_____.	\$_____
34-2000	Parking Lot Structure		Kilowatt-Hour	\$_____.	\$_____
Solar PV array Firm-fixed Price Electricity supplied using the contractor's transmission lines from a solar PV array to interconnect delivery point with the PSE&G distribution system to PPPL, as described in the Statement of Work.					

SECTION C - SPECIFICATIONS/STATEMENT OF WORK

C810 STATEMENT OF WORK/SPECIFICATIONS (RENEWABLE ENERGY)(DESC AUG 2009)

(a) **STATEMENT OF WORK.** The Contractor shall determine the optimum solar PV array size for PPPL based on historical meter data, applicable tariffs, the sun's angle of declination, available land and rooftop space, and proposed solar PV array specifications. The Government's preliminary calculations show the solar PV array size will be a minimum of 400 kW for Line Item 34-1000 D-Site Roof, and a minimum of 600 kW for Line Item 34-2000 Parking Lot Structure. The solar PV array will be designed so that PPPL will use all of the electricity produced. The renewable project will be procured, financed, installed, owned, operated and maintained by the Contractor for the duration of the contract. The Contractor shall ultimately supply electricity generated from the on-site project and any ancillary services required to deliver said electricity to the point of delivery. The Contractor shall comply with all applicable Federal, State, and local laws and regulations, as amended, including those requirements relating to health, safety and the environment during the construction and delivery phase of the contract. The Contractor is required to complete and have an operational solar PV array within 12 months of contract award. The Contractor may bring on partial loads as portions of the solar PV array are installed and the Government will acquire the electricity as it comes on line. The Contractor shall explain how excess electricity, i.e., when the electricity output is greater than base demand, will be consumed and billed.

(b) **CONSTRUCTION.** The solar PV array installed under this contract shall meet the following criteria:

(1) The Government will provide approximately 38,412 square feet of roof space and 66,500 square feet of land as identified in Attachment 2 for PPPL's solar PV array. Use of such roof space and land will be conveyed via a separate license, which has been incorporated into the solicitation as Attachment 3.

(2) The Contractor shall be responsible for all site modifications required for the installation of the renewable technology. See attached drawing and soils report for existing conditions. The Contractor shall obtain a written excavation permit from the Government before commencing any digging or excavation on the installation. The excavation permit will contain requirements normally applied to similar excavation work on the installation. The Contracting Officer or designated representative will notify the Contractor as to reasonable time periods for applying for an excavation permit.

(3) All work shall be performed within normal working hours unless permission is granted by the Government prior to beginning the work. Normal working hours are 0700 to 1700, exclusive of Saturdays, Sundays, Holidays, executive orders and administrative closures. The Contractor and any subcontractor personnel are not allowed on-site during non-work hours unless arrangements have been made, in advance, with the Government site Project Manager. The Government site Project Manager will need to advise installation security personnel about any after-hour work shifts being conducted.

(4) As an on-site generator of solar power, the Contractor will operate its solar PV array in parallel with the electricity supplied to the Government by PSE&G from outside the facility. The Contractor will provide all inverters, transformers, switchgear, wiring and protective devices to connect to the facility's electrical distribution system. Any solar PV project installed under a resultant project must be interconnected to the applicable utility's electrical distribution system. The Contractor will need to complete and submit a separate application to PSE&G.

(5) The solar PV array shall be protected on all sides to prevent unauthorized persons from entering the area, tampering with the solar PV array, and to protect against the danger of electric shock. The Government shall approve of the type of protective equipment to be used. Specific requirements for the type of protective material are--

To be proposed by offeror as part of its proposal submission

(6) The Contractor shall take action or modifications necessary to assure the solar PV array is compatible with the Government's electrical distribution system. Any proposed modifications that would affect the Government's electrical distribution system will require the approval of the

Government. The solar PV array shall not have any adverse affects on the Government's electrical distribution system, or on loading, power factor, voltage levels, transformers, structural integrity, protection device coordination or the operation of any facility electrical equipment.

(7) The solar PV array shall produce electricity that is inverted and transformed to the Government's facility electrical distribution system. Inverters shall be UL 1741 certified to ensure inverter safety. The electricity supplied to the Government shall be free from electricity quality issues such as surge, under voltage, overvoltage, harmonics, voltage sag, or voltage swell.

(8) The solar PV array will comply with all environmental requirements and standards. Should environmental permits or registrations be required by Federal, State, or local regulation, the Contractor must coordinate with the Government's environmental office to determine the appropriate party to hold the permit or registration. The Contractor shall be responsible for all fees and expenses associated with applying for and maintaining compliance with the registrations and/or permits.

(9) The Government and/or technical representative acting on behalf of the Government may inspect the system at any time during construction or after the system has been put in operation. At no cost to the Government, the Contractor may be ordered to stop work or shut the system down if unsafe conditions or code violations are noted. The Government and/or technical representative acting on behalf of the Government will inspect the system prior to acceptance. The Government reserves the right to reschedule the Contractor's work, requiring service interruption, at any time if such interruption might adversely affect the Government's operations.

(c) **MAINTENANCE.** The Contractor will be responsible for all aspects of maintaining the solar PV array, including but not limited to cleaning the solar PV array, replacing broken or worn out system components, performing maintenance in accordance with equipment manufacturer recommendations, and ensuring that every part of the solar PV array is operating according to design, producing the maximum amount of power possible and free of electricity quality issues. To the maximum extent possible, the Contractor shall schedule maintenance and repair of the solar PV array at times when output of the solar PV array is at its lowest point such that charges for electricity paid by the Government are minimized. The Contractor will perform normal housekeeping functions inside and outside its facilities and job site locations. Such functions include sweeping, mopping, dusting, disposal of accumulated waste materials and rubbish and other operations necessary to present a neat appearance. All rubbish and waste materials shall be properly disposed of. The Contractor shall store all supplies and equipment only at approved storage areas so as to preclude theft or damage and maintain the site in a neat and orderly manner. Loose debris on trucks leaving the site shall be loaded in a manner that will prevent dropping of materials on the streets and shall have a suitable cover, such as a tarpaulin, over the load before entering surrounding streets. The Contractor shall be responsible for immediately cleaning up any materials that fall from trucks or equipment. Maintenance shall be performed for the duration of the contract.

(d) **SAFETY AND ENVIRONMENTAL COMPLIANCE.** The Contractor shall comply with the most current version of all safety and health standards applicable to the work to be performed including, but not limited to--

29 CFR 1904 Recording and Reporting Occupational Injuries and Illnesses;

29 CFR 1910 Occupational Safety and Health Standards and ACGIH Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices;

29 CFR 1926 Safety and Health Regulations for Construction;

NFPA 70 National Electrical Code;

NFPA 70E Standard for Electrical Safety in the Workplace;

OSHA 29 CFR 1910.147, Control of Hazardous Energy (Lockout/Tag out); and

OSHA 29 CFR 1910, Subpart S – Electrical.

The Contractor shall comply with any additional specific safety and health requirements necessary to protect the safety and health of workers.

(1) The Government may, from time to time, inspect the Contractor's operation as work proceeds to ensure compliance with worker safety and health requirements contained in the contract. The Contracting Officer and/or technical representative acting on behalf of the Government shall direct the Contractor to make the necessary corrections commensurate with the deficiencies found. The Contractor shall make these corrections at no additional cost to the Government. The Contracting Officer has the authority to stop work if unsafe conditions exist. The Contractor's refusal or failure to abate violations or deficiencies may be justification for contract termination in accordance with paragraph (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS (RENEWABLE ENERGY) clause.

(2) **Hazardous Substances.** The Contractor, at its expense, must comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Applicable law governs responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances. The terms **hazardous materials, hazardous wastes, and hazardous substances** are as defined in the Federal Water Pollution Control Act; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act, and their implementing regulations, as amended. All hazardous materials used on the installation shall be accompanied with appropriate Material Safety Data Sheets (MSDSs). The Contractor shall submit copies of MSDSs to the Contracting Officer's Representative and retain a copy of each MSDS on-site.

(3) **Asbestos and Lead-based Paint.** The Contractor will not make any improvements or engage in any construction on Government property which contains asbestos-containing material (ACM) without prior approval of the Contracting Officer. Any such improvements or construction shall be done in compliance with all applicable Federal, State, and local laws and regulations governing ACM. The Contractor is responsible for monitoring the condition of its property containing ACM on any portion of Government property for deterioration or damage. The Contractor is responsible, at its expense, for remediation of any ACM contained on or in its property which is disturbed or damaged by the Contractor or is deteriorated, and of any ACM on Government property which is disturbed or damaged by the Contractor during the term of the contract. The Contractor will test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will handle that surface in compliance with all applicable laws and regulations and at the Contractor's expense.

(4) **Disposal of Waste.** All Contractor-generated refuse/waste from the construction project shall be removed to an off-facility disposal site at no additional expense to the Government.

(e) **ACCESS.** The Contractor shall adhere to the following access rules and restrictions:

(1) The Government hereby grants to the Contractor, subject to the limitations specified in the license, a revocable permit to enter the Installation for the purpose of performing under this contract, including use of site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor. Authorized representatives of the Contractor will be allowed access to the Government's facilities during normal work hours, unless otherwise specified, to perform the obligations of the Contractor with respect to such facilities.

(2) **A list of authorized representatives of the Contractor shall be forward to the Government no later than five business days after contract award.** Personnel requiring access to secured areas or restricted areas under the control of the installation shall comply with applicable regulations. Access to the site will be restricted until all installation access requirements have been fulfilled. The Contractor shall ensure that any of the Contractor's employees and its subcontractors' employees and their officers and agents who will enter onto the Government site are specifically authorized site access under the installation requirements set forth in the installation's Access Policies and Program including, but not limited to, identification, badging, and registration by Government security personnel.

(3) As a condition of entry to Government facilities, the Contractor agrees to permit Government security personnel to search the Contractor's employees and its subcontractors' employees, and their officers and agents' vehicles, packages, tool boxes, or other containers for the purpose of preventing prohibited articles to be brought onto Government facilities or to detect or deter the unauthorized removal of Government property from Government facilities. The Government Security personnel reserve the right to revoke site access authorization for any person violating Government safety and security policies and procedures.

(4) It is expressly understood, however, that proper Government authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for national security.

(f) **INVOICE AND PAYMENT.** All invoicing shall be based on meter quantities at the service point. All costs associated with billing shall be included in the offered price. The Government will not pay any additional charges for billing services. The Contractor may only invoice for charges allowed under the terms and conditions of the contract. Each invoice shall be prepared in a manner consistent with installation requirements, if applicable, and to the utility regulatory agency/commission requirements, as applicable, as well as the requirements set forth in paragraph (g), Invoice, of the

CONTRACT TERMS AND CONDITIONS (RENEWABLE ENERGY) clause. Invoices shall be submitted each month with the Monthly Meter Reading Reports as detailed in paragraph (i)(2).

The Invoice and Paying Offices for each installation awarded under any resultant contract will be identified below.

<u>Invoicing Address</u>	<u>Paying Office</u>
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Information to be provided upon award

(g) METERING AND METER READING SERVICES.

(1) All electricity generated by the renewable project and furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the electricity furnished, the Contractor shall immediately notify the Contracting Officer and the parties shall agree upon the length of time of meter malfunction and the quantity of electricity delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 2.0 percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days.

(3) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding 2 years. The Government has the right to have representation during the inspection and test.

(4) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives.

(5) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of 2.0 percent under normal operating conditions.

(6) If net metering is available, the Contractor may sell power to the utility distribution company (UDC) through an arrangement adhering to the UDC rules, but only after all Government load has been met.

(h) **ORDERING.** For the purposes of this contract, the instantaneous load at the meter shall constitute an order for electricity to be furnished under this contract.

(i) **RECORD KEEPING.** The Contractor shall be responsible for taking the following actions. The following records shall be submitted on a monthly basis to DESC or to any party designated by DESC as authorized to request this data:

(1) **Outage Report.** The Contractor's monthly outage report will be prepared in an electronic database format compatible with Microsoft Access or an electronic spreadsheet format compatible with Microsoft Excel. Outage reports shall be submitted by the 25th of each month for the previous month. Outage reports shall be submitted to--

Name: _____

Contract Number _____

Address: _____

Phone number: _____

(2) **Meter Reading Report.** The monthly meter reading report shall show the current and previous month readings for all meters. The Contractor's monthly meter reading report will be prepared in an electronic database format compatible with Microsoft Access or an electronic spreadsheet format compatible with Microsoft Excel. Meter reading reports shall be submitted by the 25th of each month for the previous month. Meter reading reports shall be submitted to--

Name: _____

Contract Number _____

Address: _____

Phone number: _____

(j) **SERVICE POINT.** For this solicitation and any resulting contract, the service point is defined as the meter(s) being installed and served by the renewable power project. The location of the meter shall be recommended by the Contractor, however, the approval of the location shall be at the discretion of the Government prior to installation.

(k) **CONTRACTOR'S RESPONSIBILITY FOR RESTORATION.**

(1) Upon expiration or termination of this contract, the Government will--

(i) Direct the Contractor to remove the renewable system from the premises and restore the premises to its original condition at the Contractor's expense; or

(ii) Allow the Contractor to abandon the renewable system in place, as long as abandonment is consistent with applicable safety rules and reasonable engineering practices; or

(iii) Allow the Contractor to continue to operate the solar PV array and sell electricity to the applicable utility in accordance with the terms of the license.

(2) Removal of the renewable system and restoration of the premises shall be without expense to the Government and within a timeframe that is subject to the Government's approval. In the event the Contractor shall fail, neglect or refuse to remove the renewable system and restore the premises, the Government shall, consistent with applicable laws, have the option either to take over the renewable system as the property of the Government, without compensation, or to remove the renewable system and perform the restoration work all at the expense of the Contractor. In no event shall the Contractor have any claim for damages against the Government, their officers, agents, or employees, or their successors in interest, on account of taking over of the renewable system or on account of its removal.

(l) **CATASTROPHIC LOSS.** The Contractor shall propose how it plans to protect itself from a catastrophic loss including but not limited to vehicular damage, vandalism, and Acts of God or a public enemy that significantly affect the renewable power system(s). The Contractor will be expected to bring the system back into service expeditiously following any such catastrophic loss or event and shall identify in its proposal how it plans to accomplish this. In its plan, the Contractor shall identify any intent to rely on the Federal Emergency Management Agency or other Governmental relief agencies for financial assistance in recovering from any catastrophic loss and must identify to what extent, if any, the Contractor would expect reimbursement under the contract. If the Contractor has catastrophic insurance, the Contractor shall provide a copy of the coverage to the Contracting Officer.

Notes:

1.) **Fire Safety Installation Requirements**

1.0 MARKING

Marking is needed to provide emergency responders with appropriate warning and guidance with respect to isolating the solar electric system. This can facilitate identifying energized electrical lines that connect the solar modules to the inverter, as these should not be cut when venting for smoke removal. Marking and labeling shall be additional to current NEC article 690,

Solar Photovoltaic Systems.

Materials used for marking should be weather resistant. Use UL 969 as standard to weather rating (UL listing of markings is not required).

1.1 Main Service Disconnect

The marking should be placed adjacent to the main service disconnect in a location clearly visible from the location where the lever is operated.

1.1.1 Marking Content and Format

- MARKING CONTENT: CAUTION: SOLAR ELECTRIC CONNECTED
- RED BACKGROUND,

- WHITE LETTERING,
- MINIMUM 3/8" LETTER HEIGHT,
- ALL CAPITAL LETTERS,
- ARIAL OR SIMILAR FONT, NON-BOLD,
- REFLECTIVE, WEATHER RESISTANT MATERIAL SUITABLE FOR THE ENVIRONMENT (durable adhesive materials meet this requirement)

1.2 Marking for dc Conduit, Raceways, Enclosures, Cable Assemblies, and Junction Boxes

Marking is required on all interior and exterior dc conduit, raceways, enclosures, cable assemblies, and junction boxes to alert the fire service to avoid cutting them. Marking should be placed on all interior and exterior dc conduit, raceways, enclosures, and cable assemblies, every 10 feet, at turns and above and/or below penetrations and all dc combiner and junction boxes.

1.2.1 Marking Content and Format

- MARKING CONTENT: CAUTION SOLAR CIRCUIT
- RED BACKGROUND,
- WHITE LETTERING,
- MINIMUM 3/8" LETTER HEIGHT,
- ALL CAPITAL LETTERS,
- ARIAL OR SIMILAR FONT, NON-BOLD,
- REFLECTIVE, WEATHER RESISTANT MATERIAL (durable adhesive materials meet this requirement)

1.3 Inverters

The inverter is a device used to convert DC electricity from the solar system to AC electricity for use in the building's electrical system or the grid.

No additional markings are required for the inverter.

2.0 ACCESS, PATHWAYS AND SMOKE VENTILATION

Access and spacing requirements should be observed in order to:

- Ensure access to the roof
- Provide pathways to specific areas of the roof
- Provide for smoke ventilation opportunities area
- Provide emergency egress from the roof

Local jurisdictions may create exceptions to this requirement where access, pathway or ventilation requirements are reduced due to:

- Proximity and type of adjacent exposures
- Alternative access opportunities (as from adjoining roofs)
- Ground level access to the roof area in question
- Adequate ventilation opportunities beneath solar array (as with significantly elevated or widely-spaced arrays)
- Adequate ventilation opportunities afforded by module set back from other rooftop equipment (shading or structural constraints may leave significant areas open for ventilation near HVAC equipment, for example.)
- Automatic ventilation device.
- New technology, methods, or other innovations that ensure adequate fire department access, pathways and ventilation opportunities.

Designation of ridge, hip, and valley does not apply to roofs with 2-in-12 or less pitch. All roof dimensions measured to centerlines.

Roof access points should be defined as an area that does not place ladders over openings (i.e., windows or doors) and are located at strong points of building construction and in locations where it does not conflict with overhead obstructions such as tree limbs, wires, or signs

2.2 Commercial Buildings

2.2.1 Access

There should be a minimum six (6) foot wide clear perimeter around the edges of the roof.

Exception: If either axis of the building is 250 feet or less, there should be a minimum four feet (4') wide clear perimeter around the edges of the roof.

2.2.2 Pathways

Pathways should be established in the design of the solar installation. Pathways should meet the following requirements:

- a. Should be over structural members
- b. Center line axis pathways should be provided in both axis of the roof. Center line axis pathways should run on structural members or over the next closest structural member nearest to the center lines of the roof
- c. Should be straight line not less than 4 feet clear to skylights and/or ventilation hatches
- d. Should be straight line not less than 4 feet clear to roof standpipes
- e. Should provide not less than 4 feet clear around roof access hatch with at least one not less than 4 feet clear pathway to parapet or roof edge

2.2.3 Ventilation

- a. Arrays should be no greater than 150 by 150 feet in distance in either axis
- b. Ventilation options between array sections should be either:
 1. A pathway 8 feet or greater in width
 2. 4 feet or greater in width pathway **and** bordering on existing roof skylights or ventilation hatches
 3. 4 feet or greater in width pathway **and** bordering 4' x 8' "venting cutouts" every 20 feet on alternating sides of the pathway

3.0 LOCATION OF DC CONDUCTORS

Conduit, wiring systems, and raceways for photovoltaic circuits should be located as close as possible to the ridge or hip or valley and from the hip or valley as directly as possible to an outside wall to reduce trip hazards and maximize ventilation opportunities.

Conduit runs between sub arrays and to DC combiner boxes should use design guidelines that minimize total amount of conduit on the roof by taking the shortest path from the array to the DC combiner box. The DC combiner boxes are to be located such that conduit runs are minimized in the pathways between arrays.

To limit the hazard of cutting live conduit in venting operations, DC wiring should be run in metallic conduit or raceways when located within enclosed spaces in a building and should be run, to the maximum extent possible, along the bottom of load-bearing members.

2.) The Contractor shall be solely responsible for any repairs to portions of the roof that are covered by any portion of the solar PV array. The Government will inspect the roof space and make any necessary preliminary repairs prior to the Contractor commencing installation of the solar PV array.

3.) The Contractor shall not penetrate any portion of the roof during installation, operation, or maintenance of the solar PV array.

4.) The Contractor is responsible for coordinating with the roofing contractor or manufacturer holding the warranty to ensure that PV array installations do not void the remainder of the warranty. The contact information for the warranty provider is: Carlisle SynTec Corporation, 1-800-441-3433.

5.) The tree removal from the parking area, as specified in Attachment 2, will be completed at the expense of the Government.

6.) The clearance requirement for the Parking Lot Structure is 10 feet.

7.) Inverters do not need to be located on the ground (subject to structural limitations to roofs) in a shed provided by the vendor. The bidders should assume that the C-Site inverters will be located outdoors in a shed provided by the vendor, but the D-Site inverters can be located indoors on the 138 foot level and in close proximity to SWBD P3 (picture of area included separately).

8.) Lighting under the parking structure must be at least 0.75 foot candles. Down lighting fixtures must be used.

9.) The parking structure will drain to the parking lot below. Drainage then goes to the site storm water system. There are no specific drainage requirements for this structure.

10.) In the event of multiple contract awards, a separate license, as found in Attachment 3 FACILITY LICENSING AGREEMENT, will be executed for each awardee. Each license may be tailored to that award specifically.

G40 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) **DEFINITION.** Contracting officer's representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(DFARS 252.201-7000)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

II.03-15 CONTRACT TERMS AND CONDITIONS (RENEWABLE ENERGY) (DESC AUG 2009)

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due, as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as

soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the items

delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the

invoice only if required elsewhere in this contract.

(10) **Electronic funds transfer (EFT) banking information.**

(i) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures.

(iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item number or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) **Final decisions.** The Contracting Officer will issue a final decision as required by 33.211f--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) FEDERAL, STATE, AND LOCAL TAXES.

(1) As used in this clause--

(i) **Contract date** means the date when the contract becomes effective by written acceptance by the Contracting Officer.

(ii) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

(iii) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(iv) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(v) **Local taxes** means taxes levied by the political subdivisions (e.g., cities and counties) of the States, District of Columbia, or outlying areas of the United States.

(vi) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(vii) **Outlying areas** means--

(A) **Commonwealths.** Puerto Rico and The Northern Mariana Islands;

(B) **Territories.** American Samoa, Guam, and The U.S. Virgin Islands; and

(C) **Minor outlying islands.** Baker Island, Howland Island, Jarvis Island, Johnston Atoll; Kingman Reef, Midway Islands; Navassa Island; Palmyra Atoll; and Take Atoll.

(2) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided (see either the FEDERAL AND STATE TAXES/FEES clause or the FEDERAL, STATE, AND LOCAL TAXES AND FEES clause.

(3) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(4) The contract price shall be decreased by the amount of any after-relieved tax.

(5) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(6) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(7) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(8) The Contractor may take advantage of any tax incentives that are available as system owner.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted nor shall the Government be liable for any termination charges as defined in paragraph (l) above; the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Title to the electricity supplied by the Contractor under this contract shall pass to the Government upon delivery at the service point specified. The Contractor warrants that the electricity delivered to the Government from the Contractor's renewable project under this contract shall be free and clear of any liens, claims and encumbrances arising prior to delivery at the service point.

(o) **WARRANTY.** The Contractor warrants and implies that the electricity delivered hereunder conforms to the installation's distribution system, if applicable, and to the transmitting and/or distributing utility at the service point specified.

(p) **LIMITATION OF LIABILITY.** The Contractor shall not be liable for any consequential, special, incidental, punitive, exemplary or indirect damages or other business interruption damages, except to the extent caused by the Contractor's or its agent's gross negligence or willful misconduct.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).** See Clause I1.07, CENTRAL CONTRACTOR REGISTRATION.

NOTES: The Federal Government is exempt from the New Jersey Sales and Use Tax (SUT). The tax exemption certificate will be provided at the time of award.

(FAR 52.212-4, **tailored**/DESC 52.212-9F58)

ADDENDUM TO I1.03-15 (1) TERMINATION FOR THE GOVERNMENT'S CONVENIENCE

(1) **TERMINATION OF CONTRACT AND LICENSE CONTINUES.** Section (1), third sentence, is revised as follows: If the contract is terminated for convenience, but the license remains in effect such that the Contractor is able to serve other customers via the system, the Government will have no termination liability to the Contractor.

(2) **TERMINATION OF BOTH CONTRACT AND LICENSE.** Section (1), third sentence, is revised as follows: If the contract and license are both terminated before the expiration of the contract term, in consideration of the Contractor furnishing, at its expense, the renewable energy facility described herein, the Government shall pay termination charges, calculated as set forth in this clause.

(i) **Capital costs.** Costs incurred, based on prevailing rates at the time of contract award, on the purchase of property rights, buildings, construction, and equipment to be used in the production of goods or the rendering of services. Capital costs do not include labor costs, except for the labor used for construction. Capital costs are one-time expenses, and are fixed. The capital costs will be specified within the Contractor's price breakdown submitted as part of its price proposal, and will be agreed to by the Contractor and the Government prior to contract award.

(ii) **Salvage value.** The stipulated value of the renewable energy facility at the end of its useful life. The salvage value will be agreed to by the Contractor and the Government at the time of termination.

(iii) **Net facility cost.** Capital costs, as set forth above, less the negotiated salvage value of the renewable energy facility as of the effective date of termination.

(iv) **Termination charges.** The net facility cost set forth above less the total value of monthly invoices already paid or pending payment to the Contractor by the Government for services rendered under the contract as of the effective date of termination.

(3) If the Contractor has recovered the net facility cost, as set forth above, as of the effective date of the termination, there will be no Government liability for termination charges.

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

(8) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(9) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
 (ii) Alternate I (Oct 2001) of 52.219-9.
 (iii) Alternate II (Oct 2001) of 52.219-9.

(11) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(13) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting(Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

(17) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(18) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(20) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

(22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

(24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(25) (i) 52.222-50, Combating
Trafficking in Persons (Aug 2007) (Applies to all contracts).
 (ii) Alternate I (Aug 2007) of 52.222-50.

(33) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i)

through (vii) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Sep 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et. seq.).

(viii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).
Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(ix) 52.222-54, Employment Eligibility Verification (Jan 2009).

(x) 52.225-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

[X] (5) 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

[X] (14) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248) and similar sections in subsequent DoD appropriations acts).

[X] (17) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

[X] (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

[X] (20) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[] (ii) Alternate I (MAR 2000) of 252.247-7023.

[] (iii) Alternate II (MAR 2000) of 252.247-7023.

[] (iv) Alternate III (MAY 2002) of 252.247-7023.

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION

(a) **DEFINITIONS.** As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Commercial and Government Entity (CAGE) code means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “**NCAGE code.**”

Data Universal Numbering Systems (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System + 4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) within the Internal Revenue Service, and has marked the records

“Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation **“DUNS”** or **“DUNS+4”** followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) 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 separate from physical).

(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).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification and sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information

within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR records to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling **1-888-227-2423** or **269-961-5757**.

(FAR 52.204-7/DFARS 252.204-7004)
DESC I1.07 (JUL 2006/SEP 2007)

I226 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

NOTE: This contract is funded with annual appropriations. Fiscal law statute, 31 U.S.C 1341 Anti-Deficiency Act, requires the Government to include the clause below when the contract crosses fiscal years and is funded with annual appropriations. The fiscal year runs from Oct 1 through Sep 30. In the event Congress fails to pass the Federal Government Budget in time for the start of a new fiscal year, it will likely pass a Continuing Resolution. In the event of a Continuing Resolution, the Government will continue to make payment upon the receipt of a valid invoice. In the highly unlikely event that Congress fails to pass a Federal Government Budget or a Continuing Resolution, the Government has the authority to continue purchasing electricity under 41 U.S.C. Section 11. Under the authority of 41 U.S.C. Section 11, the Government will make payment upon receipt of a valid invoice. The purchasing of electricity is classified as subsistence for purposes of funding.

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-18)
DESC I226 (APR 1984)

SECTION J - LIST OF ATTACHMENTS

- ATTACHMENT 1: INSTALLATION DATA SHEET
- ATTACHMENT 2: INSTALLATION DRAWINGS/TECHNICAL REPORTS
- ATTACHMENT 3: FACILITY LICENSING AGREEMENT
- ATTACHMENT 4: FACILITY ACCESS REQUIREMENTS
- ATTACHMENT 5: PAST PERFORMANCE INFORMATION
- ATTACHMENT 6: SMALL BUSINESS SUBCONTRACTING PLAN (REQUIRED FOR LARGE BUSINESSES ONLY)
- ATTACHMENT 7: SYSTEM OUTPUT PROFILE
- ATTACHMENT 8: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) EVALUATION
- ATTACHMENT 9: SUSPECT AND COUNTERFEIT ITEMS
- ATTACHMENT 10: PPPL ELECTRICAL CONSTRUCTION REQUIREMENTS

**SECTION K –
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
(ALTERNATES I/II)(JUN 2008/APR 2002/OCT 2000)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) **DEFINITIONS.** As used in this provision--

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. **[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]**

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

is
 is not

a small business concern.

(2) **VETERAN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it—

is
 is not

a veteran-owned small business concern.

(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it—

is
 is not

a service-disabled veteran-owned small business concern.

(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

is
 is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

is
 is not

a woman-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

is

a women owned business concern.

(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.

(Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs)). The offeror represents as part of its offer that it--

is
 is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- is
 is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- has
 has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(iii) **ADDRESS.** The offeror represents that its address—

is
 is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that--

(i) It--
 is
 is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--
 is
 is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

Black American
 Hispanic American
 Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 Individual/concern, other than one of the preceding.

(d) REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

- (i) It--
[] has
[] has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

- (ii) It--
[] has
[] has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--

- (i) It--
[] has developed and has on file
[] has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--
[] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000).

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMG Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) TRADE AGREEMENTS CERTIFICATE (JAN 2005) (DFARS 252.225-7020). (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (MAR 2007), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

_____	_____
(Line item no.)	(Country of origin)

(g) BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006) (DFARS 252.225-7035). (Applies only if

DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (MAR 2007) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian and Canadian) end products:

(Line item number) (Country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line item number) (Country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

(Line item number) (Country of origin (if known))

(h) CERTIFICATION REGARDING RESPONSIBILITY MATTERS (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] have
[] have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] are
[] are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this provision; and

- (4) [] have
[] have not

Within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) **Examples.**

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

(Insert end product)

(Insert country of origin)

(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) [] The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) [] The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under

this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) **PLACE OF MANUFACTURE.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) **CERTIFICATES REGARDING EXEMPTIONS FROM THE APPLICATION OF THE SERVICE CONTRACT ACT.** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

does

does not

certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

does

does not

certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for those employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this provision applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

- TIN: _____
- TIN has been applied for.
- TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal government;

(4) TYPE OF ORGANIZATION.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: _____.

(5) COMMON PARENT.

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:
Name: _____

TIN: _____

(m) **RESTRICTED BUSINESS OPERATIONS IN SUDAN.** By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(FAR 52.212-3/I/II)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS

(a) DEFINITIONS. As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States** means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any

foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored) K1.05 (JUN 2005)

K33.01 AUTHORIZED NEGOTIATORS (DESC APR 2007)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

NAME	TITLE	PHONE NUMBER	E-MAIL ADDRESS

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)
K85 (OCT 2006)

K94 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
(i) The Offeror and/or any of its Principals--

- (A) [] are,
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (B) [] have,
[] have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

- (C) [] are,
[] are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

- (D) [] have,
[] have not

within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) **Examples.**

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitled the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a

delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror--

[] has,
[] has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

SECTION L - INSTRUCTIONS TO OFFERORS

L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALTERNATE D) (JAN 2004/OCT 1997)

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing, writing, or written** means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

(4) **Proposal revision** is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(5) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and

(ii) 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 paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) **Submission, modification, revision, and withdrawal of proposals.**

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or

It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, FACSIMILE PROPOSALS. Proposals 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 proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

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

THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED – IN WHOLE OR IN PART – FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF – OR IN CONNECTION WITH – THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM

ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION
AR CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS);
and

(2) Mark each sheet of data it wishes to restrict with the following legend:

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO
THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

(f) CONTRACT AWARD.

(1) The Government intends to award a contract or contracts resulting from this
solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in
accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's
interest.

(3) The Government may waive informalities and minor irregularities in proposals
received.

(4) The Government intends to evaluate proposals and award a contract after conducting
discussions with offerors whose proposals have been determined to be within the competitive range. If the
Contracting Officer determines that the number of proposals that would otherwise be in the competitive
range exceeds the number at which an efficient competition can be conducted, the Contracting Officer
may limit the number of proposals in the competitive range to the greatest number that will permit an
efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal
should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less
than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the
proposal.

(6) The Government reserves the right to make multiple awards if, after considering the
additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or
counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed
are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite
an acceptable total evaluated price, the price of one or more contract line items is significantly overstated
or understated as indicated by the application of cost or price analysis techniques. A proposal may be
rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the
Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source
selection authority in evaluating performance or schedule risk.

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

(11) If a post-award debriefing is given to requesting offerors, the Government shall
disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed
offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the
debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency
during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be
delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(FAR 52.215-1/Alternate I)

L2.36 PROPOSAL FORMAT AND CONTENT (RENEWABLE ENERGY) (DESC JUNE 2009)

(a) GENERAL.

(1) This section provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by these instructions and must be submitted in accordance with these instructions. The offeror shall comply with the requirements as stated in Section B and Section C. The Government will read/evaluate only the maximum number of pages allowed. Nonconformance with the specified organization, content, and page limitations may be cause for proposal rejection.

(2) The proposal shall be clear and concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply restate or rephrase the Government's requirements, but rather provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the offeror's proposal. Each proposal and each proposal volume submitted shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing.

(3) If an offeror chooses to submit more than one offer, it may do so by submitting a separate proposal submittal for each. Offers based on other pricing mechanisms or alternate methods of supplying renewable electricity may be considered.

(4) Offerors shall submit timely proposals to the following address:

DESC-A, ATTN: CANDIS SCHIEFER
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3827
FORT BELVOIR, VA 22060

(b) **FORMAT.** Offerors shall prepare the proposal as required below. The titles and contents of each section shall be as defined in the table below.

(1) The offeror shall prepare and submit an original and three hard copies in three-ring binders, and shall submit two copies on CD-ROM. All sections of the proposal shall be submitted on each CD. With the exception of the Price Proposal, the offeror shall submit proposal files in the Adobe Portable Document File (PDF) format that is text searchable and with a table of contents (roadmap) of the proposal structure. The offeror shall provide appropriate bookmarks and thumbnails. The minimum requirement is that a table of contents be linked to each file provided in the proposal via hypertext link. Additional hypertext links within the proposal are at the offeror's discretion. The Price Volume shall be submitted in file developed and saved using any of the following or later versions of Microsoft software: Word 2000, Excel 2000, PowerPoint 2000, and Windows 98. Each CD shall contain an electronic label, which is to be established when the CD is formatted. No password-protected, zipped, or self-extracting files shall be used. Each offeror shall provide virus-free CDs and shall submit confirmation with the proposal that they are virus-free. For both the hard copy and electronic proposals submissions, offerors shall include any appropriate markings, such as the legend prescribed by FAR 52.215-1(e), Restriction on Disclosure and Use of Data, if they wish to claim protection for portions of a proposal. Elaborate graphics, multi-media functions (e.g., video clips or sound bites), or other embellishments are unnecessary and are not desired. Limit pictures in the electronic proposal to the cover page only, and limit graphics in both forms of proposals to only those conveying data integral to the proposal.

(2) **PROPOSAL ORGANIZATION/PAGE LIMITS.** Offerors shall prepare the proposal as set forth in the table below. The titles and page limits of each volume shall be as defined in the table below.

Volume	Title	Maximum Page Limit
I	Technical Proposal (Written)	[200] pages
II	Past Performance	[40] pages
III	Contract Documentation	None
IV	Price Proposal	None

(3) **PAGES AND TYPING.** Page size shall be 8½ by 11 inches (Word for Windows portrait format) or 11 by 8½ inches (Word for Windows landscape format). Landscape pages may be used only for large tables, charts, graphs, and diagrams, not for pages of text. Page size 11 by 17 inches may only be used for tables, figures/diagrams, illustration/drawings, and maps. Pages sized 11 by 17 inches will be counted as two pages. Text shall be single-spaced, in 11-point Arial font. Arial font size of 10 point may be used for tables, captions, matrices, maps, and header and footer information. For charts, graphs, and figures/diagrams, the font shall be no smaller than 5 point. Use at least 1-inch margins on the top and bottom and 1-inch side margins. Pages will be numbered sequentially by volume. These page format restrictions shall also apply to responses to any Evaluation Notices. Page limitations shall be treated as maximums and, if exceeded, excess pages will not be read or considered in the evaluation of the proposal. Each page shall be counted except for the following: cover pages, table of contents, cross-reference matrix, tabs, and glossaries. The front and back of pages printed on each side are counted as separate pages.

(4) **CHANGE PAGES.** In response to requests for Proposal Revisions, change pages shall be submitted for the electronic copies of the proposal volumes. In the upper right corner of each change page, include the offeror name, exact location (i.e., volume, section, page number, etc.) within the original proposal, date of transmittal, and applicable discussion item number assigned by the source selection team. A change bar in the margin to indicate the changed part of each page shall mark changes.

(5) **CROSS-REFERENCE MATRIX.** The offeror shall provide a cross-reference matrix. The purpose of this matrix is to aid the Government's evaluation of the proposals, thereby ensuring no requirements have been overlooked. The offeror shall cross reference the offer and Section C to where each is addressed.

(6) **GLOSSARY OF ABBREVIATIONS AND ACRONYMS.** If appropriate, each volume may contain a glossary of all abbreviations and acronyms with an explanation for each. Glossaries will not count against the page limitations for their respective volumes.

(7) **EXCEPTIONS TO TERMS AND CONDITIONS.** Exceptions taken to terms and conditions of the request for proposal (RFP) shall be clearly identified after the table of contents in the offeror's proposal. Each exception shall be specifically related to each paragraph and/or specific part of the RFP to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the RFP. This information shall be provided in the format and content of the table below. If exceptions are not included in this format, no exceptions to terms and conditions will be assumed.

RFP EXCEPTIONS

RFP Document	Paragraph/ Page	Requirement/ Portion	Rationale
SOW, RFP Contract, etc.	Applicable page and paragraph numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met or discuss reasons why not meeting the Government's terms and conditions might be advantageous to the Government

(c) CONTENT.

(1) PROPOSAL PREPARATION INSTRUCTIONS – VOLUME I: TECHNICAL PROPOSAL.

(i) The Technical Proposal Volume should be specific and complete. In order to evaluate the technical proposals strictly on the merits of the material submitted, no contractual price information shall be included in the technical proposals.

(ii) The offeror shall submit design documents for approval; including drawings, details of any specifications, electrical single-line diagrams, and complete product literature. One original and three hard copy submittals shall be submitted as well as a CD with electronic copies of all documents.

(iii) The technical proposal shall describe the offeror's capability to provide the level of utility service required by the contract. It should be specific and complete in every detail. Proposals that merely offer to provide service in accordance with Section B and Section C will be considered technically unacceptable and will not be considered further.

(iv) The offeror must submit a definitive proposal to achieve the end results that are set forth in the Government's requirements. The technical proposal shall be prepared to specifically address the Mission Requirements subfactors.

(v) The Mission Requirements subfactors are Financial Capability, Implementation Plan, Performance Plan; and Quality Plan.

(A) Subfactor 1 – Financial Capability. The offeror shall submit documentation of financial capability. Financial capability shall demonstrate that the offeror is in sound financial condition and has the ability to secure the necessary financing to meet the financial and capital requirements of the utility system both now and in the future. If the offeror is securing financing from an outside source, it must provide an official letter from the financier confirming the financial arrangement.

(B) Subfactor 2 – Implementation Plan. The offeror shall submit an Implementation Plan and sufficient supporting information to meet the requirements of Section C. The Implementation Plan shall discuss the scheduling and phasing of the project to include procurement of materials, construction, installation of meters required for utility billing, meter readings and billing responsibilities. The Government desires to begin receiving electricity as of 12 months after the contract award date and expects to receive partial loads as construction progresses. The plan shall address timing and acceptance of partial loads as well as disposition of any excess electricity delivered from the solar PV array. Provide a letter from suppliers and/or manufacturers substantiating the availability of solar PV array materials to meet the proposed Implementation Plan. The offeror shall submit a system output profile in the form of a table, populated with the projected output of the proposed solar PV array in kilowatt-hours (kWhs). At a minimum, the table shall be broken down by each hour of each month. The offeror may, at its option, provide a more detailed breakdown to include daily and/or 15-minute output data. The offeror shall consider the delivery of partial loads in its submittal. The table shall be similar to that of Attachment 6, System Output Profile.

(C) Subfactor 3 – Performance Plan. The offeror shall submit a Performance Plan sufficient enough to meet the minimum solar PV array requirements for the line item(s) specified in Clause C810 STATEMENT OF WORK/SPECIFICATIONS. The Performance Plan shall describe in detail the following:

(1) The technical specifications of the solar PV array, including optimal size proposed for the installation, output profile, type of solar PV array, efficiency, degradation with environmental factors and age, and all other factors required to evaluate the performance of the proposed solar PV array.

(2) Detailed plan to safely invert, transform, and distribute the DC power from the solar PV array to the installation's electrical distribution system including interconnections.

(3) Solar PV array layout on provided Government property.

(4) Physical and electrical protection of the solar PV array and output power.

(D) Subfactor 4 – Quality Plan. The offeror shall submit a comprehensive Quality Plan and sufficient supporting information to meet the requirements of Section C. The Quality Plan shall identify the performance standards and/or specifications that the offeror will comply with for construction, operation, maintenance, management, environmental, disaster recovery, and safety. At a minimum, the Quality Plan shall address all applicable Federal, State, interstate, and local laws/regulations, the most current version of any facility-specific requirements and best engineering and management practices.

The Quality Plan shall also define, in detail, the offeror's operations and maintenance policies and procedures that implement all defined standards. The Quality Plan shall ensure contract requirements are met and that the system is being operated and maintained in a manner consistent with its long-term ability to provide safe, reliable, cost-effective, and compliant service.

(2) PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: PAST PERFORMANCE.

(i) The offeror shall submit to the Contracting Officer its past performance information and shall provide information about its past performance on solar PV projects of similar complexity, and its approach to accomplishing work required in the RFP.

(ii) The offeror shall provide references for up to six of its largest projects of similar scope. Projects cited and references should be recent (i.e., within five years of the date of the proposal). The references should be limited to a brief description of the project, along with the name of the client contact and phone number. If the offeror fails to provide valid client contacts, past performance references may not be considered. The Government may contact the offeror's references to determine customer satisfaction with various aspects of the offeror's performance.

(iii) The offeror shall provide references for any proposed subcontractors that will be performing a significant portion of the work and for each firm participating in a joint venture or teaming arrangement.

(3) PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: CONTRACT DOCUMENTATION.

Contract/Representations and Certifications. The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include—

(i) **A signed copy of the contract.** This includes completion of Blocks 17a, 17b, 30a, 30b, and 30c of the SF 1449. Signature by the offeror on the SF 1449 constitutes an offer that the Government may accept. The original copy should be clearly marked under separate cover and should be provided without any punched holes.

(ii) **Completion of Section K – Representations, Certifications, and Statements.**

(iii) **Subcontracting Plan (Large Businesses Only).** Each offeror, other than small businesses, shall submit a Subcontracting Plan as part of their proposal submission. The plan shall be prepared in accordance with FAR 52.219-9.

(4) PROPOSAL PREPARATION INSTRUCTIONS – VOLUME IV: PRICE PROPOSAL.

(i) **General.** These instructions are to provide assistance in the submission of information other than cost or pricing data that is required to evaluate the reasonableness, realism, and completeness of the proposed price. Compliance with these instructions is mandatory and failure to comply may result in rejection of the proposal. Offers should be sufficiently detailed to demonstrate their cost credibility. The burden of proof for cost credibility rests with the offeror.

(ii) Operations and Maintenance costs are those costs associated with the day-to-day operation of the utility system, and scheduled preventative and predictive maintenance. Typical cost categories might include, but are not limited to, all labor (direct and indirect), materials and procurement costs, insurance, equipment, general and administrative, and overhead costs. This cost shall be incorporated into the kWh rate.

(iii) **Organization.** Volume IV shall consist of the following sections:

(A) **Table of Contents.** The Price Volume shall be prefaced by a table of contents and shall specify, by page number, the location of information requested in these instructions.

(B) **Section 1 – Schedule B-1.** Include a completed copy of the RFP Schedule B-1, Utility Service Payment By The Government. The proposed dollars per kWh price shall be carried out to the fifth decimal place.

(C) **Section 2 – Cost Proposal, Introduction, and Pricing Assumptions.** Discuss the pricing methodology used to develop the offered price. The discussion of pricing methodology must explicitly show the offeror's calculation of cost per kWh. The offeror shall provide the breakdown of its proposed fixed kWh charge proposed in Schedule B-1. In particular, the offeror shall provide documentation on how the kWh rate base was developed, including tax credits, other incentives, sale of renewable energy certificates, and operation and maintenance. The offeror shall identify the total U.S. Federal Taxes included in the fixed kWh charge.

NOTE: Offerors shall use PV Watts Version 1 (<http://www.nrel.gov/rredc/pvwatts/version1.html>), with Philadelphia as the specified location, to prepare kWh production estimates to be submitted on Attachment 6 System Output Profile.

(DESC 52.215-9F94)

L5.05 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see FAR 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this provision, check here []. Alternate wording may be negotiated with the Contracting Officer.

(DLAD 52.233-9001)
DESC L5.05 (JUN 2001)

L74 TYPE OF CONTRACT

The Government contemplates award of a firm-fixed price utility services contract.

(FAR 52.216-1)
L74 (APR 1984)

SECTION M - EVALUATION FACTORS FOR AWARD

M810 EVALUATION FACTORS FOR AWARD (RENEWABLE ENERGY) (DESC JUNE 2009)

(a) This provision outlines factors and subfactors the Government will consider in evaluating proposals submitted in response to this solicitation.

(b) **BASIS FOR CONTRACT AWARD.** A detailed evaluation will be performed on each proposal submitted for the line item(s) contained in this solicitation. Prior to the Contracting Officer's determination as to whether discussions will be necessary, proposals that are determined to be technically unacceptable will be eliminated from consideration. Any resulting contract award will be made to the responsible offeror submitting the lowest priced, technically acceptable proposal. In the event of a tie between two or more lowest-priced proposals, award will be made to the offeror whose lowest-priced, technically acceptable proposal contains the largest solar PV array output, as measured in kilowatts.

(c) **RESPONSIBILITY.** Offeror responsibility shall be determined in reference to the criteria in Section L of this solicitation and the requirements contained in FAR Part 9. A prospective contractor must affirmatively demonstrate its responsibility; therefore, failure to supply any required documentation may render an offeror nonresponsible.

(d) **TECHNICAL ACCEPTABILITY.** The Government shall consider whether each offeror's proposal conforms to the solicitation's minimum technical requirements. A technically acceptable offer will include the required technical, management, and cost/financial information that establishes the offeror as being capable of fulfilling the requirements of the contract. Technical acceptability will be determined by an integrated assessment of two evaluation factors: Mission Requirements and Past Performance. If an offeror receives an evaluation rating of "unacceptable" on either of the aforementioned factors or, where applicable, subfactors, that offeror's proposal shall be deemed technically unacceptable.

(e) **ORDER OF IMPORTANCE.** Mission Requirements, Past Performance and Price evaluation factors will be evaluated as follows:

(1) **FACTOR 1 – MISSION REQUIREMENTS.** Mission Requirements will be evaluated utilizing the following subfactors: Financial Capability, Implementation Plan, Performance Plan, and Quality Plan. Each subfactor will be assigned an “acceptable” or “unacceptable” rating.

(i) **Subfactor 1 – Financial Capability.** The offeror’s financial capability will be evaluated for stability and adequacy to meet the long-term capital and cash needed to own, operate, and maintain the solar PV array based on the information required in Section L.

(ii) **Subfactor 2 – Implementation Plan.** The offerors shall be evaluated for their proposed implementation plan in accordance with Section C. The plan will be evaluated based on whether it credibly demonstrates the offeror’s ability to construct the solar PV array in a safe and timely manner and provide electricity to the installation in a well-orchestrated phased schedule. The offeror’s implementation plan will be evaluated to determine whether the system output profile submitted is realistic for the scope of this project. Unrealistic output projections will result in an unacceptable implementation plan.

(iii) **Subfactor 3 – Performance Plan.** The offerors will be evaluated on their proposed performance plan in accordance with the minimum solar PV array requirements specified in Section C. The performance plan must demonstrate the adequacy of the solar PV array to provide safe, reliable, noise free electricity subsequent to completion of the project’s construction phase. The evaluation will be based on the performance plan details submitted as required in Section L.

(iv) **Subfactor 4 – Quality Plan.** The offeror’s proposed quality plan will be evaluated to assess the following:

(A) The offeror must define appropriate standards and/or specifications to be met for construction, operations, maintenance and optimum system performance.

(B) The offeror must propose a comprehensive and realistic system of performance metrics, inspections, and record keeping for operation of the solar PV array at optimum performance throughout the contract term.

(2) **FACTOR 2 -- PAST PERFORMANCE.**

(i) This factor will be evaluated to assess whether the offeror’s record of recent relevant past performance indicates a substantial likelihood of successful performance under any resultant contract. In assessing past performance, the Government will use past performance data to evaluate the quality of the offeror’s past performance as an indicator of the offeror’s ability to perform the work required under this request for proposal (RFP). The Government will use the past performance information gathered from offeror-provided references. However, the Government reserves the right to only consider past performance under Department of Defense or Department of Energy contracts, and may use information gained from other sources known to the Government, provided such information is recent. Past performance information is considered recent if it is for work performed within the past five years.

(ii) In determining relevancy of a proposed past performance reference, the Government will consider the offeror’s experience in designing, constructing, owning, operating, and maintaining solar PV arrays of similar size and complexity as the systems contemplated by this RFP. An offeror with no relevant past performance history will receive a neutral rating.

(iii) Offerors will receive an overall “acceptable,” “unacceptable,” or “neutral” past performance rating based on the information evaluated above.

(3) **FACTOR 3 – PRICE.**

(i) Price evaluation will be the deciding factor in the final source selection decision among technically acceptable proposals for the line item(s) contained in this solicitation. The total evaluated price will be the fixed dollar per kilowatt-hour rate offered within Schedule B-1 of the offeror’s price proposal. The price proposal shall comply with paragraph (c)(4), Proposal Preparation Instructions – Volume IV: Price Proposal, of the PROPOSAL FORMAT AND CONTENT provision.

(ii) Fair and Reasonable Price. The offeror’s proposed price will be evaluated for price realism and price reasonableness in accordance with FAR Part 15. The Government will evaluate information provided in support of the offered price to determine if the costs reflect a clear understanding of the requirements, are consistent with the various elements of the offer’s technical proposal, are not

unbalanced, and are neither excessive nor insufficient for the effort to be accomplished. Unrealistic or unreasonable price proposals will not be considered for award.

(DESC 52.211-9FR9)