

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-09-0639-0001		PAGE 1 OF 30	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-09-R-0407-0001	
7. FOR SOLICITATION INFORMATION CALL:		a.NAME Cynthia Ralph (703) 767-8566				b. TELEPHONE NUMBER (no collect calls) Phone: See Block 7A Fax: (703) 767-8757	
9. ISSUED BY		CODE		SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) NAICS: 221119 SIZE STND: 4 million MWh*	
Defense Energy Support Center Electricity Branch, Installation Energy 8725 John J. Kingman Road, Suite 3827 Fort Belvoir, VA 22060-6222 Buyer/Symbol: Cynthia Ralph / DESC-AEA Email: cynthia.ralph@dla.mil Phone: (703) 767-8566 Fax: (703)-767-8757		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
		13b. RATING		K		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
		15. DELIVER TO		CODE		16. ADMINISTERED BY	
See Schedule				See Block 9			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY		CODE See Paragraph B of Clause C802	
Telephone No:		Fax No:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		See Part I, (1) (c)			
See Installation Data Sheet		Renewable Energy Certificates (REC) (Attach additional sheets as necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 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 1 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 AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
				LESLIE F. SIMPSON			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				42a. RECEIVED BY (Print)		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT (Location)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

NOTE: If you submitted an offer under the original solicitation, SP0600-09-R-0407 and intend to offer on the agencies/facilities contained in this supplemental solicitation, SP0600-09-R-0407-0001, then please only submit Standard Form 1449 (blocks 17a, 30a, b, and c), Attachment I (Supplemental Data Form), Commitment Letter and Attachment III (Final Pricing Sheet). All previously negotiated exceptions will be incorporated into any future contract under this supplemental.

Continuation of SF1449, Block 8:

TECHNICAL DATA & FINAL PRICING PROPOSAL

Due by **12:00 p.m.**, local Fort Belvoir, VA time on **May 5, 2009:**

1. Standard Form 1449
2. Certifications and Representations,
3. Technical Proposal, and
4. Past Performance Proposal,
5. Socioeconomic Proposal
6. Attachment III, Final Pricing
7. Provide a list of any exceptions to the solicitation

NOTE: All exceptions to the solicitation must be received with the Technical Data & Final Pricing Proposal. The Government reserves the right NOT to accept exceptions received after the Technical Data & Final Pricing Proposal due date.

TO VIEW ANY FEDERAL ACQUISITION REGULATION (FAR), OFFERORS MAY USE THE FOLLOWING WEBSITE:
<http://farsite.hill.af.mil/VFFARA.HTM>

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

PART I**1. SUPPLIES TO BE FURNISHED (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES)**

(a) The quantities shown below are the Government's requirements for the contract period. The Contractor shall furnish all Renewable Energy Certificates (RECs) as defined in the STATEMENT OF WORK/SPECIFICATIONS (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES) clause. Contract performance shall be accomplished in accordance with the terms and conditions of this contract.

(b) As used throughout this solicitation/contract, **kWh** means kilowatt-hour and **REC** means Renewable Energy Certificate, otherwise referred to as Renewable Energy Credits, Tradable Energy Certificates, or Green Tags.

(c) The Government is soliciting offers for RECs for the Environmental Protection Agency (EPA), Department of Energy Fermi National Accelerator Laboratory (DOE Fermi), Department of Energy Portsmouth/Paducah Project (DOE Portsmouth/Paducah), Department of Energy Princeton Plasma Physics Laboratory (DOE PPPL), Department of Energy West Valley (DOE West Valley), Food and Drug Administration (FDA), National Institute of Standards & Technology (NIST), Department of Interior (DOI), National Institutes of Health (NIH) and NASA Stennis Space Center.

AGENCY/ FACILITY	LINE ITEM NUMBER	TYPE	2009 QUANTITY/ kWh	2010 QUANTITY/ kWh	2011 QUANTITY/ kWh	2012 QUANTITY/ kWh
EPA	1150d	WIND sources online after 1/1/1999	65,000,000			
	1150e	LANDFILL GAS sources online after 1/1/1999	32,500,000			
	1150f	BIOMASS sources online after 1/1/1999	32,500,000			
DOE Fermi	1700d	Sources online after 1/1/1999*	13,500,000			
DOE Portsmouth/Paducah	2100a	Sources online after 1/1/1999*	4,500,000			
	2100b	Sources online after 1/1/1991**	4,500,000			
	2100c	Sources online after 1/1/1999*		12,500,000		
	2100d	Sources online after 1/1/1991**		12,500,000		
DOE West Valley	3615aa	Sources online after 1/1/1999*	6,250,000			
	3615ab	Sources online after 1/1/1991**	6,250,000			
FDA	2404a	Sources online after 1/1/1999*	974,000			
	2404b	Sources online after 1/1/1991**	974,000			
	2404c	LEED***	285,192	285,192		
NIST	2491a	Sources online after 1/1/1999*	2,250,000			
	2491b	Sources online after 1/1/1991**	2,250,000			
DOI	1198a	Sources online after 1/1/1999*	18,000,000			
	1198b	Sources online after 1/1/1999*		30,000,000		

NIH	2410z	Sources online after 1/1/1999*		17,750,000		
	2410aa	Sources online after 1/1/1991**		17,750,000		
	2410ab	Sources online after 1/1/1999*			17,750,000	
	2410ac	Sources online after 1/1/1991**			17,750,000	
	2410ad	Sources online after 1/1/1999*				17,750,000
	2410ae	Sources online after 1/1/1991**				17,750,000
NASA Stennis Space Center	2801c	LEED***	2,005,000	2,005,000		

*NOTE 1: In accordance with Executive Order 13423, New Renewable RECs from wind, solar, geothermal and biomass renewable facilities that have commenced operation on or after January 1, 1999.

**NOTE 2: Defined as RECs from wind, solar, geothermal and biomass renewable source facilities that have commenced operation on or after January 1, 1991.

***NOTE 3: Must meet the US Green Building product certification requirements.

NOTE 4: Each type of Renewable Energy Certificate being offered for the above line items must be specified individually on the Attachment III.

(d) The Government is soliciting offers for the following delivery years:

EPA – 2009 Delivery:

LINE ITEM NUMBER	DELIVERY INFORMATION
1150d	65,000,000 kWh delivered on 31 Dec. 2009
1150e	32,500,000 kWh delivered on 31 Dec. 2009
1150f	32,500,000 kWh delivered on 31 Dec. 2009

DOE Fermi - 2009 Delivery:

LINE ITEM NUMBER	DELIVERY INFORMATION
1700d	13,500,000 kWh delivered on 30 Sept. 2009

DOE Portsmouth/Paducah – 2009 & 2010 Deliveries:

LINE ITEM NUMBER	DELIVERY INFORMATION
2100a	4,500,000 kWh delivered on 30 Sept. 2009
2100b	4,500,000 kWh delivered on 30 Sept. 2009
2100c	12,500,000 kWh delivered on 30 Sept. 2010
2100d	12,500,000 kWh delivered on 30 Sept. 2010

DOE West Valley – 2009 Delivery:

LINE ITEM NUMBER	DELIVERY INFORMATION
3615aa	6,250,000 kWh delivered on 30 Sept. 2009
3615ab	6,250,000 kWh delivered on 30 Sept. 2009

FDA – 2009 Delivery:

LINE ITEM NUMBER	DELIVERY INFORMATION
2404a	974,000 kWh delivered on 30 Sept. 2009
2404b	974,000 kWh delivered on 30 Sept. 2009

FDA – 2009 & 2010 Deliveries (LEED):

LINE ITEM NUMBER	DELIVERY INFORMATION
2404c	Delivery 1: 285,192 kWh delivered on 30 June 2009 Delivery 2: 285,192 kWh delivered on 30 June 2010

NIST – 2009 Delivery:

LINE ITEM NUMBER	DELIVERY INFORMATION
2491a	2,250,000 kWh delivered on 30 Sept. 2009
2491b	2,250,000 kWh delivered on 30 Sept. 2009

DOI – 2009 & 2010 Deliveries:

LINE ITEM NUMBER	DELIVERY INFORMATION
1198a	18,000,000 kWh delivered on 30 Sept. 2009
1198b	30,000,000 kWh delivered on 30 Sept. 2010

NIH – 2010, 2011 & 2012 Deliveries:

LINE ITEM NUMBER	DELIVERY INFORMATION
2410z	17,750,000 kWh delivered on 30 Sept. 2010
2410aa	17,750,000 kWh delivered on 30 Sept. 2010
2410ab	17,750,000 kWh delivered on 30 Sept. 2011
2410ac	17,750,000 kWh delivered on 30 Sept. 2011
2410ad	17,750,000 kWh delivered on 30 Sept. 2012
2410ae	17,750,000 kWh delivered on 30 Sept. 2012

NASA Stennis Space Center – 2009 & 2010 Deliveries (LEED):

LINE ITEM NUMBER	DELIVERY INFORMATION
2801c	Delivery 1: 2,005,000 kWh delivered on 30 June 2009 Delivery 2: 2,005,000 kWh delivered on 30 June 2010

(e) The Government is soliciting offers on a **firm fixed price** basis for RECs.

(DESC 52.207-9F74)

B1.08-1 (DESC AUG 2007)

2. STATEMENT OF WORK/SPECIFICATIONS (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES)

(a) **STATEMENT OF WORK.** The Government is seeking the purchase of Renewable Energy Certificates (RECs) for the facility listed in the SUPPLIES TO BE FURNISHED (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES) clause. All offerors must provide RECs that meet the requirements as specified below:

EPA:

The renewable source facility must have commenced operation on or after January 1, 1999.

EPA Line Item 1150d: The Government will accept RECs from Wind resource facilities.

EPA Line Item 1150e: The Government will accept RECs from Landfill Gas resource facilities.

EPA Line Item 1150f: The Government will accept RECs from Biomass resource facilities.

DOE Fermi Line Item 1700d; DOE Portsmouth/Paducah Line Items 2100a & 2100c; DOE West Valley Line Item 3615aa; FDA Line Item 2404a; NIST Line Item 2491a; DOI Line Items 1198a & 1198b; NIH Line Items 2410z, 2410ab & 2410ad:

The Government will accept RECs from wind, solar, geothermal and biomass renewable resource facilities. The renewable source facility must have commenced operation on or after January 1, 1999.

DOE Portsmouth/Paducah Line Items 2100b & 2100d; DOE West Valley Line Item 3615ab; FDA Line Item 2404b; NIST Line Item 2491b; NIH Line Items 2410aa, 2410ac & 2410ae:

The Government will accept RECs from wind, solar, geothermal and biomass renewable resource facilities. The renewable source facility must have commenced operation on or after January 1, 1991.

FDA Line Item 2404c:

The RECs being procured are for LEED Certification for the FDA Jefferson Laboratories; Building 50 Fit-Out Floors 2-5 located in Jefferson, Arkansas and must meet the criteria outlined by the US Green Building products certification requirements.

NASA Stennis Space Center Line Item 2801c:

The RECs are being procured are for LEED Certification for the NASA Emergency Operations Center (Building 8000) and must meet the criteria outlined by the US Green Building products certification requirements.

(b) **RENEWABLE ENERGY CERTIFICATE VINTAGE.** For the purpose of this solicitation/contract, qualifying RECs must be generated in accordance with the following table:

EPA Line Items 1150d, 1150e & 1150f:

Preceding 6 months	Calendar Year	Following 3 months
01 July 2008 – 31 December 2008	01 January 2009 – 31 December 2009	01 January 2010 – 31 March 2010

The delivery date is **31 Dec. 2009**. The contract year for the delivery date, specified in the Invoice Schedule is defined in the table above. All RECs to be supplied must be generated during the 6-month period immediately preceding the calendar year and/or the three month period immediately following the calendar year.

DOE Fermi Line Item 1700d, DOE Portsmouth/Paducah Line Items 2100a & 2100b, DOE West Valley Line Items 3615aa & 3615ab, FDA Line Items 2404a & 2404b, NIST Line Items 2491a & 2491b and DOI Line Item 1198a:

Preceding 6 months	Calendar Year	Following 3 months
01 July 2008 – 31 December 2008	01 January 2009 – 31 December 2009	01 January 2010 – 31 March 2010

The delivery date is **30 Sept. 2009**. The contract year for the delivery date, specified in the Invoice Schedule is defined in the table above. All RECs to be supplied must be generated during the 6-month period immediately preceding the calendar year and/or the three month period immediately following the calendar year.

DOE Portsmouth/Paducah Line Items 2100c & 2100d and DOI Line Item 1198b:

Preceding 6 months	Calendar Year	Following 3 months
01 July 2009 – 31 December 2009	01 January 2010 – 31 December 2010	01 January 2011 – 31 March 2011

The delivery date is **30 Sept. 2010**. The contract year for the delivery date, specified in the Invoice Schedule is defined in the table above. All RECs to be supplied must be generated during the 6-month period immediately preceding the calendar year and/or the three month period immediately following the calendar year.

NIH Line Items 2410z, 2410aa, 2410ab, 2410ac, 2410ad & 2410ae:

	Preceding 6 months	Calendar Year	Following 3 months
Line Items 2410z & 2410aa	01 July 2009 – 31 December 2009	01 January 2010 – 31 December 2010	01 January 2011 – 31 March 2011
Line Items 2410ab & 2410ac	01 July 2010 – 31 December 2010	01 January 2011 – 31 December 2011	01 January 2012 – 31 March 2012
Line Items 2410ad & 2410ae	01 July 2011 – 31 December 2011	01 January 2012 – 31 December 2012	01 January 2013 – 31 March 2013

The delivery dates are **30 Sept. 2010, 30 Sept. 2011 and 30 Sept. 2012**. The contract years for the delivery dates, specified in the Invoice Schedule are defined in the table above. All RECs to be supplied must be generated during the 6-month period immediately preceding the calendar year and/or the three month period immediately following the calendar year.

NASA Stennis Space Center Line Item 2801c and FDA Line Item 2404c:

	Preceding 6 months	Calendar Year	Following 3 months
2009 Delivery	01 July 2008 – 31 December 2008	01 January 2009 – 31 December 2009	01 January 2010 – 31 March 2010
2010 Delivery	01 July 2009 – 31 December 2009	01 January 2010 – 31 December 2010	01 January 2011 – 31 March 2011

The delivery dates are **30 June 2009 and 30 June 2010**. The contract years for the delivery dates, specified in the Invoice Schedule are defined in the table above. All RECs to be supplied must be generated during the 6-month period immediately preceding the calendar year and/or the three month period immediately following the calendar year.

(c) **VERIFICATION.** An independent third party verification audit is required for this contract, whereas independent means the third party has no commercial interest in the sale of the RECs. All offerors must provide a verification plan that will be utilized under any resultant contract, which is subject to DESC's approval. At a minimum, the verification shall include an annual audit report, performed by a Certified Public Accountant, within 30 calendar days after the end of the delivery period. In the event additional time is required in order to submit the annual audit report, please indicate the number of days required on Attachment I. Any exceptions to the 30 calendar day requirement will be subject to DESC's approval. The audit report shall focus on the following areas of reporting as identified below:

(1) An affidavit attesting that the REC product content for the past calendar year was sufficiently generated in order to meet the quantity, renewable type, vintage and on-line date identified in the contract specifications.

(2) An affidavit that--

(i) The offeror has not sold and will not sell the renewable power twice (as either a renewable power product or as a REC product), and in the case of a reseller that purchases a wholesale product for retail sale, reasonable measure are taken to ensure that suppliers also do not sell renewable power more than once;

(ii) The seller has transferred to the Requisite Customer (or has permanently retired on behalf of the Requisite Customer) the right to all emission reduction credits/allowances directly attributable to the generating unit from which the RECs are based and to which the generator is entitled, without the emission credits/allowances having been sold off separately and/or used for compliance with any local, state, or Federal Government regulatory requirement. At a minimum, NOx, SOx, and greenhouse gas credits/allowances must be transferred or retired on behalf of the Requisite Customer.

(iii) The offeror has not sold and will not sell any emission allowances/credits, or other environmental attributes associated with renewable power/RECs; and

(iv) The renewable power/REC that is used to fulfill the requirement of this solicitation are also not being used and will not be used to meet any Federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

(v) The Contractor will forward the third party verification audit report to the purchaser and note any contract deficiencies.

The Contractor shall also provide the Requisite Customer with an Attestation Form, Attachment V (as required in Section 2b), with its invoicing, from the Renewable Generator and the REC Provider.

(d) **INVOICE AND PAYMENT.** All invoicing shall be based on the awarded amount for each line item awarded for the RECs delivered to the Government during the appropriate delivery period identified. Please refer to the Schedule as listed in Part I (1), Supplies To Be Furnished, paragraph (d). For intermittent resources, the Contractor shall only invoice for those RECs that have been generated and delivered to the Government. A true-up period will commence at the end of the performance period to ensure the total contracted quantity has been generated and transferred to the Government. The Contractor may only invoice for charges allowed under the terms and conditions of the contract.

Prior to payment of the invoice, Renewable Energy Certificate of Transfer (Attachment IV) and the Attestation Forms (Attachment V) completed by both the REC Provider and the Generator shall be submitted.

NOTE: All invoice packages shall utilize the resources listed in the Contractor approved Supply Plan (Attachment I). No deviations from the Supply Plan shall be permitted.

(1) For the purposes of this contract, the address designated to receive invoices, in accordance with paragraph (g) of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, shall be--

PRIMARY:

TO BE PROVIDED
AT TIME OF AWARD

WITH COPY TO:

Defense Energy Support Center
8725 John J. Kingman Road, Suite 3827
ATTN: Cynthia Ralph, DESC-AEA
Fort Belvoir, Virginia 22060

(2) For the purposes of this contract, the payment to which reference is made in paragraph (i) of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause refers to the payment made by the Government against the Contractor’s invoice.

(e) **RECORD KEEPING.** The Government reserves the right to validate source and transaction history, as indicated in (a) above, in order to verify the certification process utilized and to ensure proper reporting of the sale of renewable certificates under any resultant contract. The Contractor must meet all applicable Federal, State, and local documentation requirements necessary to successfully complete any contract. These records shall be made available to DESC or to any party designated by DESC as authorized to request this data.

(f) **RENEWABLE ENERGY CERTIFICATE OWNERSHIP.** Title of RECs and all environmental attributes, including any attendant emission credits, shall pass to the Government at the time of receipt of invoice.

(g) **POINT OF DELIVERY.** For this solicitation and any resulting contract, the delivery point for all documentation shall be--

PRIMARY:

TO BE PROVIDED
AT TIME OF AWARD

WITH COPY TO:

Defense Energy Support Center
8725 John J. Kingman Road, Suite 3827
ATTN: Cynthia Ralph, DESC-AEA
Fort Belvoir, Virginia 22060

(DESC 52.246-9F24)
C802 (DESC AUG 2007)

3. 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) Via the Internet at <http://fedgov.dnb.com/webform> or, if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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) I1.07 (ALTERNATE A) (APR 2008/SEP 2007)

4. TYPE OF CONTRACT

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(FAR 52.216-1) L74 (APR 1984)

**PART II
(INSTRUCTIONS AND EVALUATION)**

1. INSTRUCTIONS TO OFFERORS

(a) **OFFEROR'S PROPOSAL.**

(1) Offeror's are encouraged to offer the entire quantity of Renewable Energy Certificates (RECs) solicited per line item. An offeror may propose to supply a portion of the line item quantity if the full quantity cannot be provided. If an offeror chooses to submit more than one offer, it may do so by submitting a separate price submittal (Attachment III) for each.

(2) **PART I – EXECUTED RFP.** The original Part I shall contain original signatures. The executed RFP shall consist of the following:

(i) **Standard Form 1449, Solicitation, Contract, Order for Commercial Items, with Blocks 17, and 30A through 30C completed.** By completing Blocks 30A through 30C, the offeror agrees to the terms and conditions of the RFP.

(ii) **The Offeror Representations and Certifications.**

(iii) **The completed, signed Attachment III, Pricing.**

(iv) **FACSIMILE PROPOSALS.** Offerors may submit a facsimile proposal as a response to this solicitation. Facsimile proposals are subject to the same rules as paper proposals. The telephone number for the receipt of facsimile proposals is 703-767-8757. Initial proposals, modifications and proposal revisions submitted via facsimile must contain a signature.

(v) **E-MAIL PROPOSALS.**

(A) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.

(B) E-mail receiving data and compatibility characteristics are as follows:

(1) E-mail address(es): cynthia.ralph@dla.mil , leslie.simpson@dla.mil and desc.eteam@dla.mil

(2) The Defense Energy Support Center accepts attachments in--

(i) Adobe Acrobat;

(ii) Microsoft Excel;

(iii) Microsoft Word; and

(iv) Microsoft PowerPoint.

(C) Initial proposals, modifications and proposal revisions submitted via e-mail must contain a signature.

(D) Attachments that are not in .PDF file format must be sent password protected for "read only" to ensure the integrity of the data submitted.

(E) Proposals submitted electronically through a single e-mail must be no more than 15 MB. DESC's mail server will reject messages larger than 15 MB.

(F) The DESC e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as "Analysts" or using "3Xs" as placeholders in a document are found in the filter's adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.

(G) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(H) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

(3) **PART II – TECHNICAL PROPOSAL SUBMISSION.** To substantiate meeting general and special responsibility criteria and the evaluation criteria stated in the RFP, the offeror shall submit the following:

(i) A description of how the offeror intends to supply (supply plan) the RECs required by this solicitation. The Supply Plan (Attachment I) must include the power source (type of REC), location of source facility, a listing of the

renewable electrical generation capacity and the date the capacity came into service, which will satisfy the requirements of meeting “new” sources as outlined in Part I, (2)(a);

NOTE: After contract award, no deviations to the approved Supply Plan (Attachment I) shall be permitted.

(ii) A plan that will describe the verification method to be utilized. The plan submitted is subject to DESC’s approval. If an Independent Auditor is used, upon contract award the Government reserves the right to request the name of the auditor to be used if one is not previously identified; and

(iii) A signed commitment letter, on company letterhead, from the Renewable Generator or the authorized representative for the RECs, that states the Renewable Generator/authorized representative has committed to supply the RECs herein designated to the REC Provider. Failure to provide the commitment letter could preclude the offeror from further Government evaluation.

(4) **PART III – PAST PERFORMANCE.** Information collected in the Experience with Customers form (Attachment II) will be used to contact offeror’s customers and inquire about the offeror’s past performance regarding the sales, deliverance and invoicing of RECs. Offerors are cautioned to submit accessible references. References that cannot be contacted and/or verified will not be considered. By submitting this form, the offeror agrees to permit the Government's representatives to contact the customers listed and inquire about the past performance of the offeror. The offeror will be given an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. The offeror’s recent contracts will be examined to ensure that corrective measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken by the offeror to correct performance problems will be a reflection of management concern for customer satisfaction. However, such action may not mitigate all negative performance trends. Other past performance data available to the Government will be used in the evaluation of past performance.

(5) **PART IV – COMMERCIAL SUBCONTRACTING PLAN.** The Contractor shall submit a Commercial Subcontracting Plan in accordance with FAR Part 19.704 (see Attachment VI).

(6) **PART V - SOCIOECONOMIC SUBMISSION.** Provide the information requested in the SOCIOECONOMIC PROPOSAL provision.

(i) Offerors shall submit a plan that demonstrates their commitment to providing subcontracting opportunities to small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs). All offerors regardless of business size are required to provide socioeconomic commitment. Small businesses will be credited for the dollar value/percentage of the work they perform as if the work were subcontracted to a small business concern. Work performed by a small business in-house shall be identified in the socioeconomic plan.

(ii) As part of the plan, the offeror shall include--

(A) A description of the efforts the company will make to ensure that small businesses and/or HBCUs/MIs will have equal opportunity to compete for subcontracts under any resulting contract.

(B) A description of the offeror’s current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or HBCUs/MIs.

(C) The specific names of subcontractors to the extent they are known.

(D) A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or HBCUs/MIs during the contract period.

(E) Identification of the portion of the offeror’s proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or HBCUs/MIs.

(F) The types of performance data the offeror would accumulate and provide to the Contracting Officer regarding their support of small businesses and/or HBCUs/MIs during the period of contract performance.

(G) The name and title of the individual principally responsible for ensuring company support to such firms.

(DESC 52.215-9F67)

L805 (DESC AUG 2007)

2. EVALUATION – COMMERCIAL ITEMS (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES)

(a) **BASIS FOR AWARD.** The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) **RESPONSIBILITY.** Offeror responsibility shall be determined in reference to the criteria in the INSTRUCTIONS TO OFFERORS provision of this solicitation and the requirement 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.

(c) **EVALUATION FACTORS.** The following factors shall be used to evaluate offerors and are listed in relative order of importance:

1. Price
2. Past Performance
3. Socioeconomic Submission

Past Performance is significantly more important than Socioeconomic Submission. Past Performance and Socioeconomic Submission, when combined, are less important than Price.

(d) **QUANTITIES.** The Government does not intend to award more than the stated total quantities required for each solicited line item. However, the Government reserves the right to open negotiations to adjust the line item quantities if multiple awards are to be made.

(e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(FAR 52.212-2, **tailored**/DESC 52.212-9F73)
M2.15-1 (DESC MAR 2009)

3. AUTHORIZED NEGOTIATORS

The offeror 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

(DESC 52.215-9F28)
K33.01 (DESC APR 2007)

4. EXTENSION PROVISIONS (RENEWABLE ENERGY CERTIFICATES)

For line items priced as Firm-Fixed-Price, the Government may request extension of performance, one or more times, at the existing fixed price and in accordance with the existing contract terms and provisions, so long as the total additional performance does not exceed six months. If the Contractor declines to extend at the existing price, the Government may propose a new firm-fixed-price for the extension. Extension of Firm-Fixed-Price line items must be accomplished by agreement of all parties (bilateral modification). Failure to agree will result in expiration of the contract at the end of the current performance period.

(DESC 52.217-9F30)
I209.19 (DESC MAR 2006)

5. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond September 30, 2009. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond September 30, 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-19)
1227 (APR 1984)

6. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

(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.]

[X] (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).

[X] (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).

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

[X] (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.

[X] (iii) Alternate II (Oct 2001) of 52.219-9.

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

[X] (14) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

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

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

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

[X] (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).

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

[X] (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).

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

[X] (32) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

[X] (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).

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

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

[X] (39) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(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)

11.04 (DESC JAN 2009)

7. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

(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.

[X] 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.

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

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

[X](3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

[X](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](16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

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

(DFARS 252.212-7001)

11.05 (DESC SEP 2008)

8. INSTRUCTIONS (PARAGRAPHS) THAT HAVE BEEN TAILORED TO BE MORE CONSISTENT WITH COMMERCIAL PRACTICE UNDER FAR Part 52.212-1. ALL OTHER INSTRUCTIONS INCLUDED IN FAR 52.212-1 ARE HEREBY INCORPORATED BY REFERENCE (SEE BLOCK 27A OF STANDARD FORM 1449) – (ELECTRICITY) (RENEWABLE ENERGY CERTIFICATES)

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish renewable energy certificates (RECs) which it did not itself generate, is 500 employees.

(b) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers.

(c) **CONTRACT AWARD (Not Applicable To Invitation For Bids).** The Government intends to evaluate offers and award a contract without discussion with offers (except clarifications as described in Far 15.306(a)). Therefore, the offeror's initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. If the Contracting Officer determines that the number of offers 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 offers in the competitive range to the greatest number that will permit efficient competition among the most highly rated offers. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(d) **MULTIPLE AWARDS.** Offerors are encouraged, but not required, to offer the entire requested quantity of RECs. All bidders should be aware that DESC may make more than one award to multiple suppliers, in order to meet the total REC requirements of each of the individual line items. If an offeror chooses to submit more than one offer, it may do so by submitting a separate price submittal for each. Should an offeror state a minimum or maximum quantity limit, these qualifications should be stated in the offeror's original offer submittal. In the event such qualifications are received, and DESC want to award below the minimum quantity, DESC will then re-rank that offeror using such revised price. If DESC can not reach the contact person for that offer during the window in which prices are valid, then DESC may pass over that offeror for the next higher priced item.

(e) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, 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 offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer 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--

(A) 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 offers; or

(B) 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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers

may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(f) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$3,000 and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) 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. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) 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 52.212-1, tailored/DESC 52.212-9F31)
L2.08-6 (AUG 2007)

9. 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, 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)

10. AGENCY PROTESTS

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accountability Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000) L5.01-1 (APR 2006) - DLAD

PART III**OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS****OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)**

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)
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(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)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)

(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 it has 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)

K1.01-10 (JUN 2008/APR 2002/OCT 2000)**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)