b. ECM Title and Executive Summary

(1) Detailed Description of ECM
(2) Location Affected
(3) ECM Interface with Government Equipment
(4) Proposed Equipment Identification - Provide manufacturer, model number and optional equipment proposed for each ECM component, including manufacturer's literature and specifications.
(5) Expected Measure Lifetime
(6) Physical Changes - List major physical changes to equipment or facilities required to install proposed ECM such as relocation or removal of equipment.
(7) Energy Savings Proposed

(a) Proposed ECM annual energy savings (in all applicable energy/demand reduction units)

(b) For each ECM proposed, provide a detailed energy analysis documenting the proposed annual energy savings performance of ECM after installation, startup and testing. Documentation of the analysis shall include, at a minimum:

- Offeror's assumptions on current facility or energy system operating conditions
- Offeror's assumptions on proposed facility or energy system operating conditions
- Energy savings calculations using formulas and procedures based on accepted engineering principles, including synergistic effects of other ECMs.
- Cite references used for data, assumptions or empirical formulas.

(8) Utility Interruptions - Specify extent of any utility interruptions needed for installation of proposed ECM.

(9) Agency Support Required - Specify any government agency support required during implementation of the ECM.

(10) Potential Environmental Impact - Briefly describe any potential environmental impact resulting from installed ECM.

(11) ECM Project Schedule - Provide a project schedule to include the duration of the following key phases:

(a) Investment Grade Facility Audits to confirm ECM performance *(assume Government facility audit review of 30 days unless otherwise specified in the delivery order).*

(b) Engineering/Design/Acceptance *(assume Government design review of 30 days unless otherwise specified in the delivery order).*

(c) Equipment Procurement/Lead Time (i.e., date required to acquire equipment and delivery on- site).

(d) Installation & Commissioning

B. Energy Baseline and ECM Performance Measurement

The contractor shall describe how it will provide a complete measurement and verification (M&V) plan for the proposed delivery order. The plan shall include, but not be limited to:

1. M&V Overview - Description of the measurement plan selected for this project referenced to the FEMP M&V Guide.

2. Specific M&V Plan - Define a site specific plan, which must include the following elements for each proposed ECM:

a. Objectives - a statement of what is to be estimated (i.e., gross annual Kwh savings on a project basis).

b. Parameters to be monitored - indicate parameters to be recorded that will be used in the estimation of annual energy savings, including variable load, hours of operation, installation status of measures, etc,; other parameters related to secondary objectives, such as in the case of lighting, may include reduction in lighting levels.

c. Sampling plan (if required), including:

(1) Designation of usage groups - define usage groups for areas with similar characteristics.

(2) Calculation of population(s) and sample sizes(s) by usage group - present the calculation and assumptions used to determine sample size by each usage group area.

d. Data collection plan, including:

(1) Specify data to be collected in terms of parameters, unit of measurement, points of measurements, length of time and intervals of measurements; raw, meter data (if available) as well as analyzed and summary data must be obtained.

(2) Identification of instrumentation and metering equipment name and documentation on equipment specifications of monitoring devices.

(3) Calibration of equipment - describe protocols for calibrating equipment.

(4) Data gathering and quality control - describe quality control procedures for checking completeness and accuracy of the recorded data.

(5) Period of monitoring - specify periods of monitoring including duration and frequency.

e. Analysis Method - describe in detail the method of analysis to estimate annual energy savings based on recorded data; include a discussion on relevant equations and assumptions, and document all calculations and assumptions.

3. Pre-Installation energy and facility performance baseline including:

a. equipment/systems,

b. baseline energy use,

c. factors which influence baseline energy use, and

d. system performance factors (e.g., lighting levels, temperature set points).

4. Post-installation facility conditions including

a. equipment/systems,

b. post-installation energy use, and/or

c. factors that influence post-installation energy use.

5. Determination of energy savings based on the selected approach and the pre and post-installation conditions.

6. Plan for future periodic (annual) measurements of ECM and facility performance and calculation of current period (year) savings.

7. Plan for resolving disputes regarding issues such as baseline, baseline adjustment, energy savings calculation and the use of periodic measurements.

C. Management Approach

- **Organization.** Show the organization for implementing and managing the site specific project. Proposed organization shall contain the responsibilities of each element shown on the organization chart. Identify primary personnel by name in each element. Show the lines of authority within the organization. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, the subcontractor(s), the subcontractor's primary personnel, and which element of the contractor's organization will manage the subcontract(s).

- **Maintenance and Operations.** Offeror Provided Maintenance and Operation - Show the organization structure and describe the approach for installed ECMs for performance of the delivery order's maintenance and operation requirements.

- **ECM Training.** Describe in detail how training for each ECM will be provided for Government personnel. Approach should be customized depending on the level of Operations and Maintenance responsibility to be assumed by Government personnel.

H.25.2 Format for Price Proposal:

The offeror shall prepare and submit Schedules DO-Ia, DO-II and DO-III for its Delivery Order proposals, unless specified otherwise in the solicitation for the delivery order. The selected offeror(s) ONLY shall also be required to prepare and submit Schedules DO-Ib, DO-IV and DO-V as part of their preaward requirements. These schedules are provided in Part III, Section J, Attachment 3 to this contract. Explanations of the forms and instructions for their completion of them are provided as follows:

Schedule DO-Ia — Proposed Annual Cost Savings and Contractor Payments:

Schedule DO-Ia is used to submit the offeror's proposed estimated annual cost savings, the proposed guaranteed annual cost savings, and the annual contractor payments for a specific ECM project (delivery order). The values submitted on Schedule DO-Ia are for 12-month periods, beginning after complete installation of ECMs by the contractor and acceptance by the Government. (See Part III, Section J, Attachment 1 for definition of acceptance.) Contractors shall submit Schedule DO-Ia with all delivery order proposals.

Each delivery order's solicitation document shall specify the fixed rates that will be used for utilities during the delivery order's period of performance. The annual cost savings in Column (a) of Schedule DO-Ia shall be based on the specified fixed rates for utilities.

This schedule is for a specific ECM project or delivery order. The offeror shall complete Schedule DO-Ia for each delivery order to reflect:

1. the estimated annual cost savings for each year of proposed delivery order term based on projected energy savings presented in the technical proposal for the delivery order, and

2. annual contractor payments for each year of the proposed delivery order term after ECM installation and acceptance by the Government.

Schedule DO-Ib — Annual Cost Savings and Contractor Payments:

Schedule DO-Ib is submitted to present the selected offeror's guaranteed annual energy savings, contractor payments and annual cancellation ceiling. Based on the detailed energy survey results, the selected contractor shall submit a completed Schedule DO-Ib, reflecting the contractor's guaranteed annual cost savings in column (a). The selected contractor shall submit a copy of the detailed energy survey findings, data, and calculations used to support Schedule DO-Ib.

The contractor shall receive monthly payments based on the annual fixed payment schedule, as established in each delivery order Schedule DO-Ib, column (b). This represents the delivery order price and should be supported by the information submitted in Schedule DO-III.

Column (c) of Schedule DO-Ib shall present cancellation ceilings for specified time periods to establish the maximum termination liability in the event of contract cancellation or termination for convenience.

The contractor shall adjust Schedules DO-Ia and DO-Ib to reflect the actual years included in the contractor's proposed delivery order term.

Schedule DO-II — Estimated Investment for each Delivery Order Project ECM:

Schedule DO-II presents the offeror's estimated investment for each ECM contained in a specific project or delivery order. Total ECM investment is used to establish bonding requirements for the ECM installation period.

The successful contractor(s) will be required to submit Schedule DO-II for specific delivery orders. This schedule is for a specific ECM project or delivery order. The Contractor shall complete Schedule DO-II for each delivery order to reflect the estimated implementation price, mark-up (up to the maximum proposed in Schedule IDIQ-I) and investment for each discrete ECM, and calculate the total implementation price and investment for all proposed ECMs for the delivery order. The total estimated implementation price is used to establish performance and payment bond amounts.

Schedule DO-III — Proposed Performance Period Cash Flow for Each Delivery Order Project ECM:

Schedule DO-III is submitted to present the Contractor's proposed project cash flow for a specific ECM project (delivery order). The schedule is divided into two sections. The Installation Phase section pertains to the debt service stream and the profit on investment. The Service Phase pertains to the price and profit associated with the services the contractor supplies to maintain and verify ECM performance during the delivery order period. The successful contractor(s) will be required to submit this schedule for specific delivery orders. The contractor shall also specify the finance charge applicable to amortizing the investment based on Schedule IDIQ-II.

This schedule is for a specific ECM project or delivery order. The contractor shall propose the estimated delivery order cash flows for each year of the proposed delivery order term to support the price proposal Annual Contractor Payments, Schedule DO-I.

Schedule DO-IV -- Buy Down/Buy Out for Accelerated Government Repayment to Contractor:

Schedule DO-IV is submitted to provide the buy down / buy out schedules for early payment of the capital investment for the delivery order installation price. Instructions for obtaining the values in Schedule DO-IV are found in the provision at Section G.5.

Schedule DO-V -- ECM Descriptions and Projected Energy Savings Table:

Schedule DO-V presents a summary of the proposed annual savings that will be achieved following the installation of the proposed ECM's. Also included in the schedule is the calculated simple payback of each ECM.

ECM No. - This number should be consistent throughout the contractors proposal to allow for verification of each ECM cost and feasibility.

C.2.1 Category - Each ECM should be identified as fitting in a technology category as described in Section C.2.1.

Annual Savings - The savings provided through an ECM shall be broken down into energy and O&M savings. The energy savings shall be presented in the energy type consumed by the equipment and also converted to BTU's for a project summary. Subsequent demand and dollar savings shall be derived from the utility rates presented for the project site.

Simple Payback - Shall be the Schedule DO-II Implementation price divided by the Annual Total Savings for each ECM.

H.26 PROPOSAL EVALUATION FOR DELIVERY ORDER ECM PROJECTS

Proposals will be evaluated using the criteria specified herein unless otherwise specified in the DO RFP for a delivery order project. Proposals will be evaluated using factors in two (2) categories: Technical and Price. Technical Evaluation Factors are more important than Price Evaluation Factors. The Government is more concerned about obtaining superior technical features (e.g., comprehensive technical proposals) than making an award at the lowest cost to the Government. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the proposed superiority of the technical proposal. The Government will select the contractor whose proposal is the best value to the Government to perform the delivery order. Award is conditioned upon the selected contractor meeting the preaward requirements as specified in the provision at Section H.29, "Preaward Requirements."

H.26.1 Technical Evaluation Factors

Factor 1 - ECM Descriptions & Projected Energy Savings
Factor 2 - Energy Baseline & ECM Performance Measurement
Factor 3 - Management Approach

Unless specified otherwise in the delivery order solicitation, Factors 1 and 2 are most important and Factor 3 is least important.

A. Factor 1 - ECM Descriptions and Projected Energy Savings

Each offeror will be evaluated on his/her demonstrated capability to provide each of the site specific

e. That the proposed mark-up(s) and finance charges proposed are the same as or lower than those contained in the IDIQ contract.

The price proposal will not be point scored.

H.27 REQUIREMENTS FOR INITIAL PROPOSAL CONTENTS FOR CONTRACTOR-IDENTIFIED DELIVERY ORDER ECM PROJECTS

A **Contractor-Identified ECM Project** is one identified by one of the multiple awardee IDIQ contractors for an ECM project within the applicable region or regions for that contractor's award. For an initial proposal to be submitted, it MUST be within the scope of the IDIQ contract, and the IDIQ contractor shall first obtain the concurrence of the DOE COR to

submit it. This request should be in writing and the request should provide sufficient information such that the DOE COR is able to discuss the request with the agency where the project is proposed to be performed. The DOE Contracting Officer will provide the requested concurrence, or nonconcurrence, in writing, and within thirty (30) days of the request.

The purpose of the initial proposal is to provide the minimum information required for the Government (specifically, the agency where the potential project would be performed) to review the merits of the project and its potential technical feasibility, and thereby make a determination as to whether the potential project will be pursued, and further, whether it will be pursued as a sole-source or competitive award. The DOE Contracting Officer will respond to the IDIQ contractor in writing within sixty (60) days of submission of its Contractor-Identified initial proposal, indicating whether or not the project will be pursued and by what means.

The Government shall not be liable for costs associated with audits and preparation of initial proposals for contractor-identified ECM projects. Further, the Government will not have the rights to the contractor's work products, such as surveys, data, feasibility study reports, and design documentation.

The initial proposal shall contain, at a minimum, the following information:

a. Identification of ECM Project: Identify the location of the ECM project (e.g., the Federal Agency, the facility manager's name and telephone number, the building and site address, etc.), and provide a narrative summary of the proposed ECM project to include, as a minimum: (a) proposed system or component upgrade, deficiency correction, repair or replacement; and (b) proposed system operational changes and estimated energy usage before and after implementation of the proposed ECMs.

b. Energy Savings Proposed: This section shall describe the estimated annual energy savings for the ECM project using Schedule DO-V (in all applicable energy/demand units). While a detailed energy analysis is not expected at this time, the contractor should submit its (a) assumptions on current facility or energy system operating conditions, (b) assumptions on proposed facility or energy system operating conditions, (c) energy savings calculations using formulas and procedures based on accepted engineering principles, including synergistic effects of other ECMs, and (d) references used for data, assumptions or empirical formulas. This section should contain only sufficient information for the Government to determine whether it is a feasible project.

c. Price Proposal: The contractor shall submit completed Schedules DO-Ia , DO-II and DO-III for the contractor-identified ECM project, with Rough Order of Magnitude Estimates.

H.28 INITIAL PROPOSAL REVIEW OF CONTRACTOR-IDENTIFIED DELIVERY ORDER ECM PROJECTS

The Government will review the initial proposal submitted and make a determination as to whether the contractor-identified ECM project is a project that the Government wants to pursue further, and notify the contractor of this determination, as indicated in Section H.27 above.

If the Government determines to pursue the contractor-identified ECM project, either as a competitive delivery order or a sole source delivery order project, a DO RFP will be issued to request a complete proposal in accordance with the requirements for proposal contents included in Section H.25, and it will be evaluated in accordance with the evaluation criteria in Section H.26, unless these two sections have been modified by the DO RFP for the project.

H.29 PREAWARD REQUIREMENTS

Preaward requirements, consisting of the successful accomplishment of a Detailed Energy Survey and the provision of evidence of adequate project financing and bonding, must be met before the Government will make an award to a selected contractor, as follows:

H.29.1 DETAILED ENERGY SURVEY

The selected contractor shall, within the time specified in the DO RFP from the receipt of Government's notice of intent to award, conduct a detailed energy survey of facilities and energy systems at the project site to confirm the contractor's ability to achieve the estimated annual cost savings (Schedule DO-Ia, column (a)) submitted in its price proposal. The detailed energy survey shall confirm or justify revisions to the DO RFP's provided or assumed facility and energy systems operating conditions and proposed contractor-established energy baseline submitted in its proposal.

a. The selected contractor shall prepare a report of the detailed energy survey that documents the relevant existing conditions of applicable Government facilities, including but not limited to:

- Building physical conditions
- Hours of use or occupancy
- Area of conditioned space
- Inventory of energy-consuming equipment or systems
- Energy-consuming equipment operating conditions and loads
- Baseline weather (i.e., Cooling and Heating Degree Days)
- Energy and energy cost savings estimates
- Site specific M&V Plan
- Proposed construction and M&V schedules.

The detailed energy survey report may indicate that existing conditions vary from Government provided or contractor acquired data or assumptions proposed for any of the individual ECMs. Any variance between survey findings and an individual ECM assumptions shall require the selected contractor to revise all supporting documentation for each affected ECM in its proposal. These revisions and supporting documentation shall be included as part of the detailed energy survey report. The detailed energy survey report shall fully document the existing building conditions and proposed energy baseline.

The selected contractor shall submit the detailed energy survey report to the Government for review and acceptance prior to delivery order award. Government acceptance of the detailed survey report establishes mutual agreement on the energy and facility baseline conditions and site specific M&V Plan for the delivery order.

b. Based on the detailed energy survey results, the selected contractor shall submit a completed Schedule DO-Ib, reflecting the contractor's detailed energy survey annual cost savings (Schedule DO-Ib, column (a)). The selected contractor shall submit a copy of the detailed energy survey findings, data, and calculations used to support Schedule DO-Ib. The selected contractor shall also resubmit Schedules DO-II and DO-III if they have been revised in light of the detailed energy survey. The selected contractor shall also submit a completed schedule DO-IV reflecting the buy down/buy out provisions, if required, for each year of the energy savings performance period. The instructions and format for Schedules DO-Ib through DO-V are described in the provision at Section H.25, "Requirements for Proposal Contents for

Delivery Order ECM Projects."

c. Unless otherwise specified in the DO RFP, if the Schedule DO-Ib Detailed Energy Survey annual cost savings are less than 90% of Schedule DO-Ia estimated annual cost savings contained in the contractor's proposal, then the Government may select the next ranked contractor's proposal for award, where award is again subject to meeting the preaward requirements. If the Government selects the next ranked contractor's proposal, the Government shall not be responsible for any costs incurred by the previous selected contractor as a result of this delivery order requirement and procedure.

d. Even if the Schedule DO-Ib Detailed Energy Survey annual cost savings are within the specified percentage of the estimated annual cost savings and negotiations are necessary, the Government may select the next ranked contractor's proposal, if the selected contractor does not negotiate in good faith. The Government shall not be responsible for any costs incurred, such as proposal preparation cost or the cost incurred in conducting the detailed survey.

H.29.2 Project Financing by Contractor for Delivery Orders

a. If the selected contractor is to provide its own financing for project execution, the selected contractor shall have up to the time specified in the delivery order, from Government's acceptance of the detailed energy survey annual cost savings (Schedule DO-Ib), to provide evidence of surety's commitment for bonding of proposed delivery order's building(s) and site in accordance with the provision at Section H.20, "Notice of Payment and Performance Bond Requirements".

b. Should the selected contractor fail, within the specified timeframe, to provide acceptable evidence of bonding capability, the Government may determine the offeror not acceptable.

H.29.3 Project Financing by Third Party

a. If the selected contractor requires third party financing for project execution, the selected contractor shall have up to the time specified in delivery order, from Government's acceptance of the detailed energy survey, annual cost savings (Schedule DO-Ib), to provide for delivery order projects proposed:

(1) proof of financing commitment; and
(2) evidence of surety's commitment for bonding

b. Proof of financing shall be provided by written statement(s) from the financier(s), signed by authorized corporate officer(s) indicating a firm commitment of funds for project financing.

c. The Government recognizes the unique aspects of third party financing of energy savings performance contracts. The Government is willing to discuss and consider third party financier needs during the delivery order term.

d. Should the selected contractor fail, within the specified timeframe, to provide proof of financing commitment and acceptable evidence of bonding capability, the Government may determine the contractor not acceptable.

52.219-9 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (AUG 1996)

52.219-16 LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-3 CONVICT LABOR (AUG 1996)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION (JUL 1995)

52.222-26 EQUAL OPPORTUNITY (APR 1984)

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

52.223-2 CLEAN AIR AND WATER (APR 1984)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT (AUG 1996)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-3 FEDERAL, STATE AND LOCAL TAXES (JAN 1991)

52.229-5 TAXES - CONTRACTS PERFORMED IN THE U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

52.232-17 INTEREST (JUN 1996)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.233-1 DISPUTES (OCT 1995)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.242-13 BANKRUPTCY (JUL 1995)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT (JAN 1997)

952.227-75 RIGHTS IN TECHNICAL DATA - LONG FORM (APR 1984)

952.208-70 PRINTING (APR 1984)

970.5204-2 SAFETY AND HEALTH (GOVERNMENT OWNED OR LEASED FACILITY) (APR 1984)

970.5204-59 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (JAN 1993)

THE FOLLOWING CLAUSES ARE APPLICABLE TO THE CONSTRUCTION PHASE(S) OF THE CONTRACT AND DELIVERY ORDERS

52.222-6 DAVIS-BACON ACT (FEB 1995)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

52.222-12 CONTRACT TERMINATION - DEBARMENT (FEB 1988)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)

52.225-5 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (MAY 1992)

52.227-4 PATENT INDEMNITY - CONSTRUCTION CONTRACTS (APR 1984)

52.228-2 ADDITIONAL BOND SECURITY (JUN 1996)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-4 PHYSICAL DATA (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21 SPECIFICATION AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

52.243-4 CHANGES (AUG 1987)

52.246-13 INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989) -- ALTERNATE III (APR 1984)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

52.249-10 DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984)

THE FOLLOWING CLAUSES ARE APPLICABLE TO THE SERVICES PHASE(S) OF THE CONTRACT AND DELIVERY ORDERS

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

52.222-43 FAIR LABOR STANDARD ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENTS (MULTIPLE YEAR AND OPTION CONTRACT) (MAY 1989)

52.227-3 PATENT INDEMNITY (APR 1984)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

52.232-25 PROMPT PAYMENT (MAR 1994)

52.243-1 CHANGES - FIXED PRICE (AUG 1987) ALTERNATE I (APR 1984)

52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Table of Contents

Attachment	Title
1	Definitions of Terms Applicable to this Contract
2	Indefinite Delivery, Indefinite Quantity (IDIQ) Schedules: IDIQ-I - IDIQ Contract Mark-up(s) IDIQ-II - IDIQ Contract Project Finance Charges IDIQ-III - IDIQ Contract Implementation Price Elements IDIQ-IV - IDIQ Contract Implementation Price Mark-up Elements IDIQ-V - IDIQ Contract Performance Period Price Elements IDIQ-VI - IDIQ Contract Performance Period Mark-up Elements
3	Delivery Order (DO) Schedules: DO-Ia - Proposed Estimated Annual Cost Savings and Contractor Payments DO-Ib - Annual Cost Savings and Contractor Payments DO-II - Estimated Investment for Each Delivery Order Project ECM DO-III - Proposed Performance Period Cash Flow for Each Delivery Order Project ECM DO-IV- Buy Down/Buy Out Schedule for Accelerated Government Prepayment to Contractor DO-V - ECM Descriptions and Projected Energy Savings Table
4	Anticipated Delivery Order Reporting Requirements
5	Standard Forms (SF) 25 and 25A, Performance and Payment Bonds (For use with delivery order projects)
6	DOE FEMP Delivery Order Evaluation Guidance
7	Intention to Propose Form
8	Past Performance Questionnaire
9	Site Tour Information and Request Form

NOTE: All Attachments indicated above are found at the end of this document.

U.S. DEPARTMENT OF ENERGY
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS
SOLICITATION NO. DE-RP36-97GO10218
SECTION K

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from bidders/offerors in connection with the award of contracts. To this end, **all bidders/offerors submitting a bid/proposal in response to this solicitation must complete *either* Items 1 through 8 and Item 44**, along with Items 9 and 10 *or* Items 1 through 8 and Item 44 **along with Items 11 through 13** of the form, depending on the method of solicitation. **Additional representations and certifications (Items 14 through 43) must be completed by the bidder/offeror if required by the solicitation, as indicated by the placement of an "X" to the right of the numerical designation for the Item.**

~~1. Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)~~
2. Taxpayer Identification (MAR 1994) (FAR 52.204-3)
3. Women-Owned Business Representation (OCT 1995) (FAR 52.204-5)
4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)
5. Small Business Program Representations (JAN 1997) (FAR 52.219-1)
6. [RESERVED]
7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)
8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.

9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2) **DO NOT COMPLETE**
10. Place of Performance - Sealed Bidding (APR 1985) (FAR 52.214-14) **THESE TWO**

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, 12, AND 13

11. Type of Business Organization (JUL 1987) (FAR 52.215-6)
12. Authorized Negotiators (APR 1984) (FAR 52.215-11) **COMPLETE THESE THREE**
13. Place of Performance (APR 1984) (FAR 52.215-20)

COMPLETE ITEMS 14 THROUGH 43 ONLY AS INDICATED

14. _____ Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-19)
15. _____ Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-21)
16. __X__ Certificate of Independent Price Determination (APR 1985) (FAR 52.203-2)
17. _____ Requirement for Certificate of Procurement Integrity (SEP 1995) (FAR 52.203-8) (SEALED BIDDING)
18. __X__ Cancellation, Recission and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
19. __X__ Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)
20. _____ Foreign Ownership, Control, or Influence Over Contractor (APR 1993) (DEAR 952.204-73)
21. _____ Economic Purchase Quantity - Supplies (AUG 1987) (FAR 52.207-4)
22. _____ Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.208-2)
23. __X__ Organizational Conflicts of Interest - Disclosure or Representation (DEC 1994) (DEAR 952.209-70)
24. _____ Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)
25. _____ Annual Representations and Certifications Sealed Bidding (DEC 1989) (FAR 52.214-30)
26. __X__ Period For Acceptance of Offer (APR 1984) (FAR 52.215-19)
27. __X__ Annual Representations and Certifications Negotiation (JAN 1997) (FAR 52.215-35)
28. _____ Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.222-19)
29. __X__ Affirmative Action Compliance (APR 1984) (FAR 52.222-25)
30. _____ Exemption From Application of Service Contract Act Provisions (OCT 1995) (FAR 52.222-48)
31. __X__ Clean Air and Water Certification (APR 1984) (FAR 52.223-1)
32. _____ Recovered Material Certification (MAY 1995) (FAR 52.223-4)
33. _____ Certification Regarding a Drug-Free Workplace (JUL 1995) (FAR 52.223-5)
34. __X__ Certification Of Toxic Chemical Release Reporting (OCT 1996)(FAR 52.223-13)
35. _____ Buy American Certificate (DEC 1989) (FAR 52.225-1)
36. _____ Balance of Payments Program Certificate (APR 1985) (FAR 52.225-6)
37. _____ Buy American Act-Supplies Under European Community Agreement Certificate (MAY 1993) (FAR 52.225.16)
38. _____ Patents - Notice of Government Licensee - (APR 1984) (FAR 52.227-7)
39. _____ Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)
40. _____ Royalty Payments (APR 1984) (DEAR 952.227-81)
41. _____ Cost Accounting Standards Notices and Certification (NOV 1993) (FAR 52.230-1)
42. _____ Permits, Authorities, or Franchises (APR 1984) (FAR 52.247-2)
43. _____ Certification Regarding Workplace Substance Abuse Programs at DOE Sites (AUG 1992) (DEAR 970.5204-57)
44. Signature/Certification

SECTION K
U.S. DEPARTMENT OF ENERGY
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF BIDDERS/OFFERORS

SOLICITATION NO. DE-RP36-97GO10218

1. ~~Contingent Fee Representation and Agreement (APR 1984) (FAR 52.203-4)~~

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract: and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

2. Taxpayer Identification (MAR 1994) (FAR 52.204-3)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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, state, or local government;

( ) Other. State basis. _____.

(d) Corporate Status.

( ) Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

( ) Other corporate entity;

( ) Not a corporate entity;

( ) Sole proprietorship

( ) Partnership

( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

( ) Name and TIN of common parent:

Name_____

TIN_____

3. Women-Owned Business (OCT 1995) (FAR 52.204-5)

(a) Representation. The offeror represents that it ( ) is, ( ) is not a women-owned business concern.

(b) Definition. "Women-Owned Business Concern" as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of a 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.

4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996) (FAR 52.209-5)

(a)(1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency:

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3 year period preceding this offer, had one or more contract terminated for default by any Federal agency.

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

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious,or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

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

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

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

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

5. Small Business Program Representations (JAN 1997) (FAR 52.219-1)

(a)(1) The standard industrial classification (SIC) code for this acquisition is _____ (insert SIC code).

(2) The small business size standard is _____ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents and certifies as part of its offer that it { } is, { } is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(c) Definitions. Small business concern, as used in this provision, 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 the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which 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.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

6. [RESERVED]

7. Certification of Nonsegregated Facilities (APR 1984) (FAR 52.222-21)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractors will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

8. Previous Contracts and Compliance Reports (APR 1984) (FAR 52.222-22)

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

IF SEALED BIDDING PROCEDURES ARE USED, COMPLETE ITEMS 9 AND 10.

9. Type of Business Organization - Sealed Bidding (JUL 1987) (FAR 52.214-2)

The bidder, by checking the applicable box, represents that--

(a) It operates as [ ] a corporation incorporated under the laws of the State of _____,
[ ] an individual, [ ] a partnership, [ ] a nonprofit organization,
or [ ] a joint venture; or

(b) If the bidder is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization,
[ ] a joint venture, or [ ] a corporation, registered for business in _____.
(country)

10. Place of Performance - Sealed Bidding (APR 1985) (FAR 52.214-14)

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
_____	_____
_____	_____
_____	_____

IF NEGOTIATION PROCEDURES ARE USED, COMPLETE ITEMS 11, 12, AND 13.

11. Type of Business Organization (JUL 1987) (FAR 52.215-6)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as [ ] a corporation incorporated under the laws of the State of _____, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or
[ ] a joint venture, or [ ] a corporation, registered for business in the country of _____.

12. Authorized Negotiators (APR 1984) (FAR 52.215-11)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

_____
_____
_____
_____

13. Place of Performance (APR 1984) (FAR 52.215-20)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____

COMPLETE ITEMS 14 THROUGH 42 ONLY AS INDICATED ON CHECKLIST.

14. Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JUL 1991) (FAR 52.219-19)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if Offeror has certified itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation).

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

_____
_____
_____
_____

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date _____.

Typed name of the officer or employee responsible for the offer _____.

* Subsections (27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

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

(End of certification)

(c)(1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed $100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds $100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has be reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

18. Cancellation, Recission and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

_____
_____
_____
_____

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the officer or employee responsible for the offer and date _____.

Typed name of the officer or employee responsible for the offer _____.

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

(End of certification)

(c) For procurements, including contract modifications, in excess of $100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed $100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds $100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in subparagraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 2 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

19. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (FAR 52.203-11)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) 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 awarding of a contract resulting from this solicitation.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352 title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

20. Foreign Ownership, Control, or Influence Over Contractor (APR 1993) (DEAR 952.204-73)

[NOTE: Offerors, and if applicable, parent organizations, who have (1) submitted this information previously; (2) received an affirmative FOCI clearance determination within the past five years; and (3) experienced no changes to the FOCI submissions previously filed need only have an authorized official of the respective organization complete the alternate certification to that effect at the end of this representations and certifications, identifying the DOE office to which they provided the information and the date of the prior representations and certifications. Failure to furnish the information upon request will render the offeror ineligible for award.]

(a) For purposes of this provision, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation, or person; or

(4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or significant quantity of special nuclear material as defined in 10 CFR Part 710 may result.

(c) If the offeror/bidder has not previously submitted responses to the following questions to DOE as part of the facility security clearance process, then it shall answer the following questions. Answer each question in either the "yes" or "no" column. If the answer is yes, furnish in detail on a separate sheet of paper all the information requested in parentheses. Copies of information which responds to these questions and which was submitted to other Government agencies may be submitted as responses to these questions if the earlier responses are accurate, complete, and current.

Question	Yes	No
1. Does a foreign interest own or have beneficial ownership in 5% or more of your organization's voting securities? (Identify the percentage of any class of shares or other securities issued which are owned by foreign interests, listed by country. If you answer "Yes" and have received from an investor a copy of Schedule 13D and/or Schedule 13G filed by the investors with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)		
2. Does your organization own 10% or more of any foreign interest? (Furnish the name of the foreign interest, address by country, and the percentage owned. Include name and title of officials of your organization who occupy positions with the foreign interest, if any.)		
3. Do any foreign interests have management positions such as directors, officers, or executive personnel in your organization? (Furnish full information concerning the identity of the foreign interest and the position he/she holds in your organization.)		
4. Does any foreign interest control or influence, or is any foreign interest in a position to control or influence the election, appointment, or tenure of any of your directors, officers, or executive personnel? (Identify the foreign interest(s) and furnish full details concerning the control or influence.)		
5. Does your organization have any contracts, binding agreements, understandings, or arrangements with a foreign interest(s) that cumulatively represent 10% or more of your organization's gross income? (Furnish the name of the foreign interest, country, nature of agreement or involvement. Agreements include licensing, sales, patent exchange, trade secrets, agency, cartel, partnership, joint venture, proxy, etc. Give overall percentage by country as related to total income and type of services or products in general terms. If you answer "Yes" and have received from the foreign interest a copy of Schedule 13D and/or Schedule 13G filed by the foreign interest with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)		
6. Is your organization indebted to foreign interests? (Furnish the amount of indebtedness as related to the current assets of the organization and identify the creditor. Include specifics as to the type of indebtedness and what, if any, collateral, including voting stock, has been furnished or pledged. If any debentures are convertible, specifics about the indebtedness, collateral, if any, and what will be received after conversions are to be furnished.		
7. Does your organization derive any income from Communist countries included in Country Groups Q, S, W, Y, and Z in Supplement No. 1 in 15 CFR Part 770? (Discuss in detail any income derived from Communist countries, including percentage from each such country as related to total income, and the type of services or products involved.		

8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names", or in some other method which does not disclose beneficial owner of equitable title? (Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)	
9. Does your organization have interlocking directors with foreign interests? (Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)	
10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classified information or a significant quantity of special nuclear material? (Provide complete information by identifying the individuals and the country of which they are citizens.)	
11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions? (Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)	

Certification

( ) I certify that the above entries made by me are accurate, current, and complete to the best of my knowledge and belief and are made in good faith.

Alternate Certification

( ) I need not complete this comprehensive representations because an affirmative FOCI clearance determination has been made based upon previous representations made to:

_____

[insert name of office and date of prior representations]

and I certify that the information remains accurate, current, and complete.

Company Name and Address: _____

Signature[1,2]: _____ Date: _____

Name: (Print) _____

Title: _____

[1](904.7003 requires signature by an authorized official, that is, an official identified in the organization's Articles of Incorporation or By-Laws as responsible for managing the business affairs of the organization, or any other employee, identified by name, of the organization if designated in writing by such an authorized official as having been delegated authority to execute FOCI representations and certification on behalf of the organization.)

[2]Before signing, please review your submission for completeness.

(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror/bidder will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror/bidder to mitigate or avoid FOCI. The contracting officer may require the offeror/bidder to submit such additional information as deemed pertinent to this determination.

(e) The offeror/bidder shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to submit the certifications in (c) above directly to the DOE contracting officer.

(f) Information submitted by the offeror/bidder in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

CONTENTS REVIEW
[Please Review Before Submitting]

Prior to submitting an FOCI submission, the offeror shall review the submission to ensure that:

(1) If the offeror is owned by a parent organization(s), the FOCI representations and certification have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization.

(2) if the offeror is a publicly traded company or a subsidiary of another corporation, the contractor and all tier parents have submitted the following information in addition to the executed FOCI representations and certification:

(a) the ultimate parent has submitted its most recent Annual Report, most recent Proxy Statement for its annual meeting of stockholders, and its Securities and Exchange Commission 10-K Report.

(b) subsidiaries have submitted separate consolidated financial information for their organization and all their wholly-owned and/or majority-owned subsidiaries and affiliates.

(c) the offeror and all tier parents have submitted a list identifying their respective organization's officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

(3) if the offeror is a privately owned company, the following information has been provided in addition to the executed FOCI representations and certification:

(a) Consolidated financial information for their organization and all their wholly- and/or majority-owned subsidiaries and affiliates.

(b) a list identifying the organization's owners, officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

Note: If any of these documents are missing, the contracting officer cannot complete award of the contract.

21. Economic Purchase Quantity - Supplies (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____

_____

_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different points, this information is desired as well.

		OFFEROR RECOMMENDATIONS	
ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

22. Jewel Bearings and Related Items Certificate (APR 1984) (FAR 52.208-2)

(a) This is to certify that--

(1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related Items clause, will be incorporated into one or more items/will not be incorporated into any item [delete one] covered by this offer;

(2) Any jewel bearings required (or an equal quantity of the same type, size, and tolerances) will be ordered from the William Langer Plant, Rolla, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and

(3) Any related items required (or equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.

(b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

Date of Execution_____

Solicitation No_____

Name_____

Title_____

Firm_____

Address_____

23. Organizational Conflicts of Interest - Disclosure or Representation (DEC 1994) (DEAR 952.209-70)

(a) It is Department of Energy policy to avoid situations which place an offeror in a position where its judgment may be biased due to any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to this solicitation, or where the offeror's performance of such work may provide it with an unfair competitive advantage. (As used herein, 'offeror' means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.) Therefore:

(1) As required by section 401 of Pub. L. 95-39 (42 U.S.C. 5918(a)) and section 10 of Pub. L. 95-70 (15 U.S.C. 789(a)), the offeror shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. The offeror may

also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

(2) The proposing entity shall assure that any consultants and subcontractors, identified in its proposal, which will perform services similar to those to be performed by the proposer, i.e., evaluation services or activities or technical consulting and management support services submit the same information as required by paragraph (a)(1) of this clause, either as part of the proposing entity's proposal, or directly to DOE prior to the time and date set for receipt of proposals, with identification of the solicitation and the offeror's proposal to which it relates.

(3) The proposing entity shall also assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the contract, submit such information.

(4) The proposing entity shall promptly provide to the DOE contracting officer information concerning any changes, including additions, in its relevant facts reported under paragraph (a)(1) of this clause, that occur between the submission of its proposal and the award of the contract or the time that the proposer is notified that it is no longer under consideration for award.

(b) In the absence of any relevant interests referred to above, the offeror or others specified above, shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to the work to be performed.

(c) If the proposing entity has submitted a Securities and Exchange Commission Form 10k to that agency, it shall include a copy of the form and a list of all attachments as part of its business management proposal (or cost proposal if no business management proposal is required).

(d) The contracting officer will review the statement submitted and may require the submission of additional relevant information. All such information, and any other relevant information known to the Department, will be used to determine whether an award to the offeror may create an organizational conflict of interest with respect to the offeror's (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. If such a conflict is found to exist, the Department, at its sole discretion, may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the offeror in face of an organizational conflict after including appropriate conditions mitigating such conflict.

(e) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated for default. The offeror may also be disqualified from subsequent related Department contracts, and be subject to such other remedial action as may be permitted or provided by law or in the resulting contract. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001.

(f) Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Department in the evaluation of proposals, and if the Department considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

(g) No award shall be made until the disclosure or representation has been evaluated by the Government. Failure to provide the disclosure or representation will be deemed to be a minor informality, and the offeror shall be required to promptly correct the omission.

24. Minimum Bid Acceptance Period (APR 1984) (FAR 52.214-16)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of _____ calendar days [the Contracting Officer shall insert the number of days].

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

25. Annual Representations and Certifications Sealed Bidding (DEC 1989) (FAR 52.214-30)

The bidder certifies that annual representations and certifications [check the appropriate block]:

[ ] (a) Dated _____ [insert date of signature of submission], which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

[ ] (b) Are enclosed.

26. Period For Acceptance of Offer (APR 1984) (FAR 52.215-19)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

27. Annual Representations and Certifications Negotiation (JAN 1997) (FAR 52.215-35)

The offeror certifies that annual representations and certifications [check the appropriate block]:

[ ] (a) Dated _____ [insert date of signature on submission] which are incorporated herein by reference, have been submitted to the contracting office issuing this solicitation and that the submittal is current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state):

[ ] (b) Are enclosed.

28. Walsh-Healey Public Contracts Act Representation (APR 1984) (FAR 52.222-19)

The offeror represents as a part of this offer that the offeror is [ ] or is not [ ] a regular dealer in, or is [ ] or is not [ ] a manufacturer of, the supplies offered.

29. Affirmative Action Compliance (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

30. EXEMPTION FOR APPLICATION OF SERVICE CONTRACT ACT PROVISIONS (OCT 1995) (FAR 52.222-48)

(a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [ ] /does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount prices) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor, and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor, and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

31. Clean Air and Water Certification (APR 1984) (FAR 52.223-1)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [ ], is not [ ] listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

32. Recovered Material Certification (MAY 1995) (FAR 52.223-4)

The offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

33. Certification Regarding a Drug-Free Workplace (JUL 1995) (FAR 52.223-5)

"Controlled substance" means a controlled substance in schedules I through V or section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, (other than an individual), responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing a drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

34. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) The offeror, by signing this offer, certifies that--

(Note: The offeror must check the appropriate box(es).)

[ ] (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--

[ ] (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

[ ] (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

[(iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

[(iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

[ ] (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

(End of provision)

35. Buy American Certificate (DEC 1989) (FAR 52.225-1)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

(List as necessary)

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

36. Balance of Payments Program Certificate (APR 1985) (FAR 52.225-6)

(a) The offeror hereby certifies that each end product or service, except the end products or services listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products or Services

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(b) For evaluation purposes only, each offer of an end product other than a domestic end product shall be increased by 50 percent. Any domestic end product offer that exceeds such evaluated other end product shall be considered unreasonable in cost or inconsistent with the public interest.

37. Buy American Act -- Supplies Under European Community Agreement Certificate (May 1993) (FAR 52.225-16)

The Offeror certifies that each end product, except those listed below is a domestic end product or a European Community (EC) end product (as defined in the clause entitled, Buy American Act--Supplies

regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.
(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor. (Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement: __/__/__
Name and Address of Cognizant ACO where filed _____. The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement.
The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: __/__/__
Name and Address of Cognizant ACO where filed: _____. The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

[ ] (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than $25 million (of which at least one award exceeded $1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding $1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices effecting existing contracts and subcontracts.
[ ] YES or [ ] NO

42. Permits, Authorities, or Franchises (APR 1984) (FAR 52.247-2)
(a) The offeror certifies that the offeror does [ ], does not [ ], hold authorization from the Interstate Commerce Commission or other cognizant regulatory body. If authorization is held, it is as follows:

under European Community Agreement), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a European Community Country (as defined in the clause entitled, Buy American Act--Supplies Under European Community Agreement).

(List as necessary)

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

38. Patents "Notice of Government Licensee (APR 1984) (FAR 52.227-7)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is _____ [Contracting Officer fill in], and the royalty rate is _____ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

[ ] Owner
[ ] Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

39. Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227-15)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data--General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____
_____
_____
_____

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

40. Royalty Payments (APR 1984) (DEAR 952.227-81)

In order that DOE may be informed regarding royalty payments to be made by a contractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by the Government, check one of the following:

( ) The Contract price includes no amount representing the payment of royalty by the offeror directly to others in connection with the performance of the contract.

( ) The contract price includes an amount for royalty payment expected to be made in connection with the proposed award. The Offeror shall set forth below: (1) the amount of each payment, (2) the names of the licensor, (3) either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

41. Cost Accounting Standards Notices and Certification (AUG 1992) (FAR 52.230-1)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or

_____
(Name of regulatory body)

_____
(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

43. Certification Regarding Workplace Substance Abuse Programs at DOE Sites (AUG 1992) (DEAR 970.5204.57)

(a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.

(b) The offeror/bidder certifies and agrees that it will provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.

(c) Failure of the offeror/bidder to certify in accordance with paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.

(d) In addition to other remedies available to the Government, this certification concerns a matter within the jurisdiction of an agency of the United States, and the making of false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., section 1001.

_____
Signature of officer/employee certifying regarding the offeror's workplace substance abuse program/Date

_____
Typed name and title of signatory

44. Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

_____
Signature of the Officer or EmployeeDate of Execution
Responsible for the Bid/Offer

_____
Typed Name and Title of the Officer or Employee
Responsible for the Bid/Offer

_____
Name of Organization

_____
Street

_____
City, State

_____
SOLICITATION NUMBER

NOTE: Additional Representations and Certifications may be required for specific delivery order projects awarded against the contracts resulting from this solicitation. (See the Provision at Section H.3.)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. All of these provisions are available on the Internet, in full text, at: http://farsite.hill.af.mil/vffar1.htm.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS:

FAR Clause No.	Clause Name
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-13	Preparation of Offers (Apr 1984)
52.215-33	Order of Precedence (Jan 1986)
52.215-34	Evaluation of Offers for Multiple Awards (Mar 1990)
52.215-38	Preparation of Offers-Construction (Jan 1991)
52.222-24	Preaward On-site Equal Opportunity Compliance Review (Apr 1984)

L.2 52.215-7 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.3 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals).

L.4 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.5 52.215-9 SUBMISSION OF OFFERS (MAR 1997)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

(d) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(e) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

L.6 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (MAY 1997)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

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

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(5) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals". Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(i) If an emergency or unanticipated event interrupts normal Government processes so that technical proposals cannot be received at the office designated for receipt of technical proposals 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 technical proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

L.7 52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS. (MAY 1997)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

L.8 52.215-15 FAILURE TO SUBMIT OFFER (JUL 1995)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.10 DISCUSSIONS WITH OFFERORS

The Contracting Officer may conduct written or oral discussions with all responsible offerors whose proposals have been determined to be within the competitive range. Offerors will be notified of the date, time, and place for any such discussions. Any such discussions will be conducted in accordance with DOE acquisition policies and procedures.

L.11 52.215-19 PERIOD FOR ACCEPTANCE OF OFFERS (APR 1984)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

L.12 TIME, DATE AND PLACE PROPOSALS ARE DUE

(a) Bid/Proposal Submission by U.S. Mail

Bids/Proposals must be received at the mailing address below:

U.S. Department of Energy
Golden Field Office
1617 Cole Blvd., Bldg. 17/2, Rm. 209
Golden, CO 80401-3393

by NO LATER THAN 3:00 p.m. local prevailing time on 09/30/97 (CAUTION: See bid/proposal submission instructions, including the provision describing treatment of Late Proposals, Modifications and Withdrawals in Section L of this solicitation.)

(b) Bid/Proposal Submission by Other than U.S. Mail

Offerors electing to submit bid/proposals by means other than the U.S. Mail, including commercial courier service, assume the full responsibility of insuring that proposals are received at the address in L.12 (a) above by the date and time specified above. Such bids/proposals must be closed and sealed as if for mailing.

L.13 ALTERNATE PROPOSAL INFORMATION - NONE

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.14 AMENDMENT OF THE SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment; (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; (3) letter or telegram; or 4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgement by the time specified for receipt of offers. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. All amendments will be issued via the Internet, as was the original solicitation. (See also Section L.17 below.)

L.15 QUESTIONS CONCERNING THE SOLICITATION

All questions concerning this solicitation must be submitted in writing. The Department of Energy will respond in writing to such questions. The DOE will continue to accept questions up to the closing date of the solicitation; however, time may not permit answers to questions received within fifteen (15) calendar days of the closing date for the solicitation. Answers will be provided either by amendment to the solicitation, or otherwise at the discretion of the Contracting Officer.

L.16 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.17 INTENTION TO PROPOSE

To enable us to anticipate the number of submissions to be evaluated, and to ensure that any Amendments to this solicitation are received by all potential offerors, it is required that all potential offerors complete the Intention to Propose form at Part III, Section J, Attachment 7 and mail, e-mail or fax it to the issuing office in accordance with the instructions on the form.

L.18 ANTICIPATED AWARD DATE

For purposes of price proposal preparation, offerors should use January 31, 1998, as anticipated award date.

L.19 52.215-16 CONTRACT AWARDS (OCT 1995)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror or offerors whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each 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.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of 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 offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(h) The Government may disclose the following information in post-award debriefings to other offerors: (1) the overall evaluated cost or price and technical rating of the successful offeror; (2) the overall ranking of all offerors, when any ranking was developed by the agency during source selection; (3) a summary of the rationale for award; and (4) for acquisitions of commercial end items, the make and model of the item to be delivered by the successful offeror.

L.20 NUMBER OF AWARDS

It is anticipated that there will be a minimum of one (1) and a maximum of six (6) awards resulting from this solicitation, for EACH of the two regions included in the solicitation, for a total maximum number of awards of twelve (12). The Government reserves the right to determine what number of awards will be made within that range.

L.21 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract resulting from this solicitation.

L.22 INFORMATION ON AWARD (APR 1984)

Written notice to unsuccessful offerors or bidders and contract award information will be promptly released in accordance with DOE regulations.

L.23 DEAR 952.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy
Golden Field Office, Bldg. 17/2
1617 Cole Blvd.
Golden, CO 80401-3393
Attn: Solicitation No.: DE-RP36-97GO10218

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy
Assistant General Counsel for
Procurement and Financial Assistance (GC-61)
1000 Independence Avenue, S.W.,
Washington, DC 20585
Fax: (202) 586-4546

L.24 CLASSIFIED MATERIAL - NONE (NOV 1987)

Performance under the proposed contract is not anticipated to involve access to classified material.

L.25 NOTICE OF LABOR PROVISIONS (APR 1984)

a. LISTING OF EMPLOYMENT OPENING (APR 1984)

Offerors should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal - State employment service system where a contract award is for $10,000 or more. (See clauses, "Affirmative Action for Special Disabled and Vietnam Era Veterans and "Affirmative Action for Handicapped Workers" of the Contract Clauses).

b. INFORMATION FROM DEPARTMENT OF LABOR (APR 1984)

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C. 20310, or from any regional office of

that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.26 52.209-7 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE--MARKETING CONSULTANTS (OCT 1995)

(a) Definitions.

(1) "Marketing consultant" means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a government contract by that offeror. An independent Contractor is not a marketing consultant when rendering:

(i) Services excluded in subpart 37.2;

(ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);

(iii) Routine legal, actuarial, auditing, and accounting services; or

(iv) Training services.

(2) "Organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit to the Contracting Officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

(1) The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12* months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly relating to such subject matter, to the Government or any other client (including any foreign government or person).

(6) A statement that the person who signs the certificate for the prime contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the required certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

* If approved by the Head of the Contracting Activity, this period may be increased up to 36 months.

L27 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of $1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of $1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

L.28 52.215-12 RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall -

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

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets _____ (insert numbers or other identification of sheets)"; and

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

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L.29 USE OF NON-GOVERNMENT PERSONNEL IN EVALUATIONS

The Government requires non-Government personnel from Federally-Funded Research and Development Centers (FFRDCs) (i.e., the Lawrence Berkeley Laboratory and the National Renewable Energy Laboratory), as well as from various private contractor consultants, as advisors/participants in proposal evaluation because the technical proposal evaluations require specialized training, experience and skill resources available from the FFRDCs and private contractor consultants that are not available within the Department of Energy.

L.30 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (UNRESTRICTED)

The Standard Industrial Classification (SIC) code for this acquisition is 8711. This acquisition is unrestricted and contains no set-aside provisions.

L.31 AN EQUAL RIGHTS NOTE

Wherever, in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

L.32 SITE TOUR INFORMATION AND SITE VISITS

Offerors will be offered the opportunity to inspect the four sites being used for evaluation purposes in this RFP prior to submission of their proposals. The purpose of the site visit is only to satisfy offerors regarding all general and local conditions that may effect the cost of contract performance, to the extent that the information is reasonably obtainable. Since all site specific proposals are based solely on the technical data package information provided by the Government, any discrepancies between the site and the data package will be settled by the information in the data package. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Due to the nature of this competitive procurement, it will not be possible to answer any site-specific questions or solicitation questions during the site walk-through tours. Any questions must be submitted in writing in accordance with Section L.15. Please note that all site-specific proposals must be based solely on the information in the site data packages. Any site-specific assumptions necessary for completion of your proposal must be clearly stated in your offer.

Tours of the four (4) sites will be conducted on the schedule provided in Part III, Section J, Attachment 9, "Site Tour Information and Tour Request Form." No opportunities for additional site visits will be provided after the tours. Offerors planning to attend the site tours must complete and submit the tour request form found in Attachment 9 of this solicitation. As instructed in the tour request directions, offerors must complete the request form and send it to the tour coordinator. All tour requests must be received by July 17, 1997, to allow time for schedule confirmation.

L.33 PROJECT SITE TECHNICAL DATA

A technical library has been established for all project site technical data required to propose against this solicitation. Also included in this library is other data and information, as indicated below, for a total of seven (7) hard copy packages available. These packages are broken down this way to allow the offeror to obtain only the information that it needs to respond to this solicitation. For example, if an offeror is only proposing for the Central Region of the