

PART 1 (SECTIONS B THROUGH H)

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1. DESCRIPTION OF SERVICES AND BACKGROUND

The Contractor shall install a photovoltaic system not to exceed 1 MW capacity on the roof of the Federal Building, 2800 Cottage Way, Sacramento, California. The Contractor shall retain ownership of such system and sell to the General Services Administration (GSA) the output of such system. GSA will purchase the output of the system up to the full load of the circuit(s) to which the Contractor has connected for a fixed term of 10 years the beginning of power generation.

GSA has received a Self-Generation Incentive Program (SGIP) Conditional Reservation Notice Letter and Program Contract, reservation number PGE-06-110. The reservation dollar amount is \$2,998,305. Project Milestone Date is July 27, 2006. Application expiration date is March 29, 2007. The Contractor as system owner is entitled to receipt of the SGIP incentive, and is responsible for timely completion of all steps to qualify for the SGIP incentive, including but not limited to completing the system by the application expiration date.

The Sacramento Municipal Utility District (SMUD) has indicated a willingness to purchase the environmental qualities of the system output as renewable energy certificates (RECs) at a rate of \$0.06 per kwh for the duration of the contract. An agreement must be reached between the Contractor and SMUD for the Contractor to take advantage of this. SMUD is not currently under a written agreement with GSA to make such a purchase. In the event that the Contractor, despite all reasonable efforts to reach an agreement with SMUD for sale of system RECs for \$0.06 or more, cannot do so within 60 days of award of this contract, the Contractor may give notice to GSA that it desires a termination of this Contract, at no cost to either party. If GSA, on review of the Contractor's efforts to reach an agreement with SMUD, determines that the Contractor was unable despite diligent efforts to reach such an agreement with SMUD was unable to do so, then GSA will terminate the contract for the convenience of the government at no cost to either party.

The Contractor may take advantage of any tax incentives that are available to it as system owner; the Contractor is responsible for submitting supplemental terms and conditions that are consistent with maintaining the appropriate tax status.

If net metering is available, the Contractor may sell power to SMUD through such an arrangement at the Contractor's discretion, but only when all GSA load on the circuits used has been met. The Contractor may retain any revenue obtained from net metering. The Contractor is responsible for any contractual arrangements with SMUD, and for meeting SMUD requirements. GSA assumes no liability for the availability or lack of availability of net metering.

2. PERIOD OF PERFORMANCE

The construction phase of the contract will begin on the date of award, estimated to be July 25, 2006. The power purchase phase of the contract will begin on the date that GSA accepts that the system is safe and functional to produce power for building use, and continue for a period of 10 years.

The construction phase must be complete by March 29, 2007, in order to comply with the PG&E SGIP milestones. The Contractor is responsible for complying with this date, or obtaining an extension from PG&E in the event that materials cannot be obtained in time to meet this date. GSA will make reasonable efforts to assist with approval of an extension request based on inability to obtain materials in time to meet this date. However, GSA does not assume financial liability if the Contractor does not meet PG&E SGIP milestones for any reason.

The Contractor's schedule must also meet any deadlines associated with tax incentives, or the SMUD REC purchase, if the Contractor wants to take advantage of such incentives. GSA does not assume financial liability if the Contractor does not meet such deadlines.

3. PRICE SCHEDULE

At the commencement of the power purchase phase of the contract, the price per kwh of useful AC power provided to the building circuit(s) shall be \$0._____.

This price will be escalated by 1.5% each year, effective the anniversary date of the power purchase phase of the contract (i.e. the date the system went into production and GSA begins to pay for power).

During the power purchase phase of the contract, guaranteed minimum output to be available for sale to GSA, for each year, for weekdays 8 AM to 5 PM Monday through Friday excluding federal holidays, is:

January - March quarter:	_____	kwh
April - June quarter:	_____	kwh
July - September quarter:	_____	kwh
October - December quarter:	_____	kwh

If power production available to GSA for any given quarter is less than the guaranteed minimum output, the Contractor shall reimburse GSA within 30 days of the end of the quarter for any financial loss to GSA determined by the difference between the price of power under this contract, versus the cost of power to GSA from SMUD.

4. USE OF FEDERAL BUILDING ROOF

The Contractor will be granted a license to make use of the roof of the federal building for installation and maintenance of the photovoltaic system. The Contractor shall:

1. minimize roof penetrations, and properly seal where roof penetrations cannot be avoided;
2. avoid damage to the roof;
3. upon removal of the PV system, restore the roof to its preexisting condition;
4. not block accessibility by federal agencies to other rooftop equipment;
5. maintain the PV system and all electrical equipment following all applicable code requirements, and keep such equipment safe so as to avoid injury to personnel on the roof or surrounding areas;
6. regularly inspect the system for wind damage or loose components;
7. maintain electrical equipment only in electrical closet space approved for Contractor use by GSA;
8. perform construction and maintenance of the system in such a way as to avoid impact to GSA and tenant activities;
9. any power shutdown must be scheduled with GSA two weeks in advance and be at a time acceptable to GSA.

5. ACCESS TO SITE DURING CONSTRUCTION PHASE

During the construction phase, the Contractor must produce and submit work schedules, and update the schedule as changes are made. Site access must be arranged two weeks in advance, although GSA may permit access with less notice at GSA's sole discretion. If power outages or other disruptive activities are planned, these will require the approval of the GSA building manager, and will generally be required to be performed outside of normal working hours.

All contractor or subcontractor employees must submit background history forms and fingerprint cards as directed by the GSA building manager. Blank forms and fingerprint cards will be provided by GSA. Forms should be submitted three weeks prior to an employee requiring access to the site. Employees who are not cleared will not be permitted to work on site. Employees who are cleared will be given a badge, which must be worn at all times while on site.

6. ACCESS TO SITE DURING POWER PURCHASE PHASE

During the power purchase phase, the Contractor's personnel, or personnel of designated subcontractors, will be given reasonable access to the site for maintenance of the system. Maintenance activities must not disrupt or disturb GSA or building occupants, or cause any damage to the building or other systems in the building. If a disruptive activity (e.g. a power shutdown) is necessary for a maintenance or repair

activity, it must be scheduled at least two weeks in advance with the GSA building manager, and in general will be required to be performed outside of normal building working hours.

All contractor or subcontractor employees must submit background history forms and fingerprint cards as directed by the GSA building manager. Blank forms and fingerprint cards will be provided by GSA. Forms should be submitted three weeks prior to an employee requiring access to the site. Employees who are not cleared will not be permitted to work on site. Employees who are cleared will be given a badge, which must be worn at all times while on site.

7. COMPLIANCE WITH REGULATORY REQUIREMENTS

The contractor is responsible for compliance with all PG&E, SMUD, State, local and federal requirements during construction and during the power purchase phase of the contract. GSA, as a federal agency, is not subject to local jurisdiction permitting requirements. Construction, maintenance and operation of the system shall comply with OSHA, California OSHA, NFPA, NEC, IMC and IBC code requirements (current version).

The Contractor is responsible for executing an interconnection agreement with SMUD. GSA will make reasonable efforts to cooperate with the execution of such an agreement.

8. TAX EXEMPTION

Purchases by the federal government are exempt from state and local taxation. GSA's tax exemption number is 84-11084814. All invoices issued pursuant to this Agreement shall reflect GSA's tax exempt status.

9. DESIGN, INSPECTION AND ACCEPTANCE

The system designed and installed must substantially conform to the system proposed in the Contractor's Offer, unless GSA gives approval to make substantive changes.

The Contractor shall submit for approval design documents, to include drawings (to include details of any roof penetrations, specifications, electrical single-line diagrams, and complete product literature. A structural engineer shall stamp structural drawings, and an electrical engineer shall stamp electrical drawings. Five hard copy submittals shall be submitted, as well as a CD with electronic copies of all documents. The Contractor may not proceed with construction until approval of the design submittal has been received from GSA.

Upon completion of the system, a record document set of these documents shall be provided, updated to reflect all changes.

GSA and/or contractor personnel acting on behalf of GSA may inspect the system at any time during construction or after the system has been put in operation. The Contractor may be ordered to stop work, or shut the system down, if unsafe conditions or code violations are noted. GSA will inspect the system prior to accepting the system as ready to be put into operation and the power purchase phase of the contract permitted to begin.

The power purchase phase of the contract will not begin until the GSA Contracting Officer agrees that the system is complete, safe, functional, constructed to all code requirements, does not interfere with GSA or tenant operations, and otherwise meets all contract requirements. The Contracting Officer will notify the Contractor of this decision by letter. The Contractor should anticipate roughly two weeks between notifying GSA of completion, and GSA acceptance.

10. METER

The Contractor is responsible for providing a revenue-grade electrical meter, which will measure system production for billing. GSA may test the meter, or measure power by other means to check the meter. If discrepancies are noted GSA may require the Contractor to calibrate or repair the meter.

11. INVOICE REQUIREMENTS AND PAYMENT

Payment will be made only on receipt of an invoice meeting the requirements described herein. Invoices must reflect metering cycle, actual consumption as measured by the meter, and per kWh price. During each quarter, the invoice should list output sold to GSA to date and cumulative output sold to GSA for that quarter.

Invoices must contain the following additional information:

1. ACT number;
2. Contractor's account number as specified in section 5 above;
3. Building name, address, or other descriptive information to identify the location;
4. Contractor's name and remittance address.

Invoices shall be submitted monthly to:

General Services Administration
c/o Enovity Inc.
P.O. Box 36012
San Francisco, CA 94102

Payment is subject to the Prompt Payment Act.

12. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

12.1. CONTRACTING OFFICER (CO)

The Contracting Officer (CO) has the overall responsibility for the administration of this contract. He alone, without delegation, is authorized to take actions on behalf of the Government to:

1. Amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules.
2. Make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance.
3. Terminate the contract for convenience or default.
4. Resolving and issuing final decisions on actions taken under the "Disputes" clause of the contract.
5. Process assignment of claims (assignment of contract payments to another organization).
6. Process novation agreements

However, the Contracting Officer may delegate certain other responsibilities to his authorized representatives.

The Contracting Officer will initially be:

Patrick Jones
GSA PBS Real Property Programs Division (9PMFT)
450 Golden Gate Ave. 4E
San Francisco, CA 94102
415.522.3345

This appointment may subsequently be changed by a letter signed by the new Contracting Officer.

12.2. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) will initially be:

Mark Levi

GSA PBS Real Property Programs Division (9PMFT)
450 Golden Gate Ave. 4E
San Francisco, CA 94102
415.522.3374

This appointment may subsequently be changed by a letter signed by the Contracting Officer.

The responsibilities of the COR include, but are not limited to:

1. Determining the adequacy of performance by the contractor in accordance with the terms and condition of this contract.
2. Acting as the Government's representative in charge of program requirements.
3. Ensuring compliance with contract requirements.
4. Advising the Contractor of any proposed deductions for nonperformance or unsatisfactory performance.
5. Advising the Contracting Officer of any factors which may cause delay or change in performance of the work.

These and other responsibilities shall be delegated in writing upon award of the contract, with a copy of such delegation to the contractor

13. NOTICES AND CORRESPONDENCE

Correspondence, notices and documents required by this contract shall be submitted by the Contractor to the Contracting Officer's Representative or to the Contracting Officer.

The Contractor shall furnish to the COR contact information, to include mailing address, telephone number, fax number and email address, of an account representative who can receive official notices and correspondence from GSA, and who can formally represent the Contractor.

14. CONFIDENTIALITY

The awarded contract, to include prices, will be treated as a public document. Offers that do not result in award will be protected as confidential to the extent permitted by law. The awardee's offer, except for price information included in the contract, and other proprietary information from the awardee (Contractor) that is marked "proprietary" or "confidential" will be protected as confidential to the extent permitted by law. Nothing in this provision will be construed to prevent GSA from providing reference information regarding performance and integrity of the Contractor on request.

15. CONTRACTOR PERFORMANCE SYSTEM

Within 30 calendar days of contract award, the Contractor shall register with the NIH Contractor Performance System at cps.nih.gov.

16. TERMINATION

If the contract is terminated in accordance with the Termination for the Convenience of the Government clause after the Contractor has begun installation or otherwise incurred substantial costs, or after the power purchase phase of the contract has begun, the termination will be subject to a negotiated settlement. Depending on the circumstances, this may involve reimbursement of unamortized costs or purchase of the system at fair market value.

17. 52.241 UTILITY SERVICES PROVISIONS AND CLAUSES

17.1. 52.241-1 ELECTRIC SERVICE TERRITORY COMPLIANCE REPRESENTATION (MAY 1999)

(a) Section 8093 of Public Law 100-202 generally requires purchases of electricity by any department, agency, or instrumentality of the United States to be consistent with State law governing the provision of electric utility service, including State utility commission rulings and electric utility franchises or service territories established pursuant to State statute, State regulation, or State-approved territorial agreements.

(b) By signing this offer, the offeror represents that this offer to sell electricity is consistent with Section 8093 of Public Law 100-202.

(c) Upon request of the Contracting Officer, the offeror shall submit supporting legal and factual rationale for this representation.

17.2. 52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

17.3. 52.241-5 CONTRACTOR'S FACILITIES (FEB 1995)

(a) The Contractor, at its expense, unless otherwise provided for in this contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery through the meter. Title to all such facilities shall remain with the Contractor and the Contractor shall be responsible for loss or damage to such facilities, except that the Government shall be responsible to

the extent that loss or damage has been caused by the Government's negligent acts or omissions.

(b) Notwithstanding any terms expressed in this clause, the Contractor shall obtain approval from the Contracting Officer prior to any equipment installation, construction, or removal. The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit or license to enter the service location for any proper purpose under this contract. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the facilities of the Contractor required to be located upon Government premises. All applicable taxes and other charges in connection therewith, together with all liability of the Contractor in construction, operation, maintenance and repair of such facilities, shall be the sole obligation of the Contractor.

(c) Authorized representatives of the Contractor will be allowed access to the facilities on Government premises at reasonable times to perform the obligations of the Contractor regarding such facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(d) Unless otherwise specified in this contract, the Contractor shall, at its expense, remove such facilities and restore Government premises to their original condition as near as practicable within a reasonable time after the Government terminates this contract. In the event such termination of this contract is due to the fault of the Contractor, such facilities may be retained in place at the option of the Government for a reasonable time while the Government attempts to obtain service elsewhere comparable to that provided for hereunder.

17.4. 52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) *Measurement of service.*

All Energy furnished by the Contractor shall be measured by the meter, which is owned by the Contractor. Contractor shall read the meter as required for regular monthly billing. When more than a single meter is installed at the service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the contractor will adjust billing to GSA.

(b) *Continuity of service and consumption.* The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities.

18. 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice;
and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment*.-

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

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

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

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

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon delivery to the GSA Meter

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately submit DASRs to switch the Accounts to a provider designed by GSA. . Subject to the terms of this contract, the Contractor shall be paid for Energy up to the date that the Accounts are switched to a new provider, plus the difference between the Agreement price for the power purchased on behalf of GSA and the actual resale price (if positive), plus reasonable, out-of-pocket fees which the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. The Government shall not be responsible for any special, incidental, consequential or indirect damages as a result of the termination.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any material contract terms and conditions, or fails to provide , upon request, adequate assurances of future performance or if the Contractor fails to cure the default within 20 days of receipt of a notice to cure. In the event of termination for cause by the Government, the Government shall not be liable to the Contractor for any amount for supplies or services not received. The Contractor will be paid for goods or services received as described elsewhere in this contract. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) (Reserved)

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower

protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

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

(t) *Central Contractor Registration (CCR).*

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's

CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

19. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (JUNE 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

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

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

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- ___ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (24) 52.225-5, Trade Agreements (June 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- ___ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

- ___ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 1984) of 52.247-64.

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

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

20. 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The contracting officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

___ 552.237-70 Qualifications of Offerors

(b) Clauses.

X 552.203-71 Restriction on Advertising

___ 552.211-73 Marking

- 552.215-70 Examination of Records by GSA
- 552.215-71 Examination of Records by GSA (Multiple Award Schedule)
- 552.215-72 Price Adjustment--Failure to Provide Accurate Information
- 552.219-70 Allocation of Orders -- Partially Set-Aside Items
- 552.228-70 Workers' Compensation Laws
- 552.229-70 Federal, State, and Local Taxes
- 552.232-8 Discounts for Prompt Payment
- 552.232-23 Assignment of Claims
- 552.232-71 Adjusting Payments
- 552.232-72 Final Payment

- 552.232-73 Availability of Funds
- 552.232-78 Payment Information
- 552.237-71 Qualifications of Employees
- 552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
- 552.238-74 Industrial Funding Fee and Sales Reporting
- 552.238-75 Price Reductions
- 552.242-70 Status Report of Orders and Shipments
- 552.243-72 Modifications (Multiple Award Schedule)
- 552.246-73 Warranty - Multiple Award Schedule
- 552.246-76 Warranty of Pesticides

21. LABOR STANDARDS

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

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) *Payrolls and basic records.*

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The

Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

21.2. FAR 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled "Apprentices and Trainees." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Contracting Officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the

classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for Determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

22. INSTRUCTION TO OFFERORS

22.1. STEP 1: ATTEND PRE-PROPOSAL MEETING/SITE VISIT & SUBMIT DOCUMENT SECURITY AGREEMENT

There will be a site visit and pre-proposal conference to answer questions (or take questions for answer in writing, as appropriate) at the Federal Building, 2800 Cottage Way, Sacramento, California, at 10:30 AM PDST, Monday June 19, 2006. A room number will either be posted, or left with security personnel.

Attendance at this meeting and site visit is not mandatory, but is strongly encouraged. Ability to visit the roof at another date is not guaranteed.

A document security agreement, and associated policy statement, is being posted with this solicitation. Offerors should execute this agreement and bring a copy to the meeting/site visit, or otherwise submit this to Mark.Levi@gsa.gov, fax 415-522-3311. Receipt of this document by GSA is necessary for GSA to give the Offeror access to drawings or other site-specific information.

22.2. STEP 2: REQUEST INTERVAL METER DATA (HISTORICAL)

Submit request for interval meter data by email to Mark.Levi@gsa.gov not later than June 30, 2006. Requests must provide an address to which a CD with the data can be

provided by Fedex. It is suggested that requests for interval meter data be submitted earlier; efforts will be made to provide the data reasonably soon after requests are received.

22.3. STEP 3: SUBMIT QUESTIONS

Submit all questions by email to Mark.Levi@gsa.gov not later than June 30, 2006. Answers will be posted to the www.eps.gov website under the solicitation number. Late questions may or may not be answered or considered, depending on time availability. Questions may be submitted earlier, and may, depending on time availability, receive posted answers earlier.

22.4. STEP 4: SUBMIT QUALIFICATIONS DOCUMENTS

Submit the following qualifications related documents not later than 5:00 PM PDST on June 30, 2006:

1. Be registered on the Central Contractor Registration website at www.ccr.gov.
2. Submit a completed copy of "52.212-3 Offeror Representations and Certifications-Commercial Items (May 2004)" (contained below).
3. At least four references for photovoltaic systems installed in the last three years, or if operated through power purchase agreements or contracts, currently in operation. At least one of the references must be for a photovoltaic system installed and being operated under a power purchase agreement or contract. For each reference, provide a brief description of the system and contractual arrangement, a knowledgeable client contact name, address and telephone number.

Note: in selecting references to be submitted, pay attention to the evaluation factors.

4. Provide a short narrative description of how the installation will be financially supported. Identify any proposed financial backers. If the offer will be submitted by a joint venture, describe the joint venture and parties to the joint venture. Provide an audited financial statement for the last year; if a joint venture, provide an audited financial statement for each party to the joint venture for the last year.

These documents must be submitted to:
Patrick Jones
General Services Administration (9PMFT)
450 Golden Gate Ave. 4E
San Francisco, CA 94102
415.522.3345

Fax copies are acceptable; fax to 415.522.3311.

Offerors submitting complete qualifications documents will be provided with a CD containing detailed consumption information for accounts (interval meter data for accounts with interval meters, monthly summary data for other accounts), to assist with price proposal preparation.

Submission of qualifications related documents as described above is mandatory. Potential Offeror's not submitting such documents on time will not be considered. It is recommended that potential Offeror's who are undecided as to whether to pursue this contract submit qualifications related documents in order to preserve their competitive status; a binding offer is not created until signed SF 1449 and price proposal are submitted to GSA.

22.5. STEP 5: SUBMIT EXECUTABLE PRICE PROPOSAL AND OTHER FINAL DOCUMENTS

Not later than 5:00 PM PDST on Monday July 10, 2006, submit the following to:

Patrick Jones
General Services Administration (9PMFT)
450 Golden Gate Ave. 4E
San Francisco, CA 94102
415.522.3345

Fax copies are acceptable; fax to 415.522.3311.

1. Signed Standard Form 1449;
2. Pricing information as described in the "Price Schedule" herein;
3. Schematic system design, to include (1) system capacity (AC kW at inverter output and DC kW at inverter input); (2) estimated annual output in kWh; (3) inverter product literature; (4) PV array literature to include manufacturers; (5) description of the configuration; (4) description of anticipated roof penetrations needed; (5) schematic drawing of layout of the system on the roof, and locations of electrical equipment.
4. Proposed terms and conditions supplemental to those in this solicitation. Highlight any terms and conditions that change or contradict standard clauses or other terms and conditions in this solicitation. Note: pay attention to the evaluation factors. Conformity to this solicitation to the greatest extent possible is strongly encouraged; failure to do so may result in elimination of a proposal from the competitive range (i.e. exclusion from negotiations).

5. An signed copy of the PG&E SGIP contract. If the offeror is not selected for award this will be returned to the offeror without GSA signature. If the offeror is selected for award, this will be executed by GSA and submitted to PG&E. When submitting this contract, change the page 1 phrase "under California law" to "under federal law" in reference to GSA.

6. A completed SGIP "Proof of Project Advancement Checklist" with all required materials, assembled as a packet for submission to PG&E in the event that the offeror is selected for award.

23. EVALUATION AND AWARD PROCESS

23.1. EVALUATION FACTORS

Award will be on a best-value basis considering price and non-price factors, with price more important than non-price factors. Price evaluation will consider price per kWh and guaranteed minimum output.

Non-price factors include:

Factor 1: Past Performance and Experience

A satisfactory rating will be granted if the Offeror has (1) at least one installed and operating photovoltaic system, with a satisfied client, under a power purchase agreement or contract; (2) at least three additional photovoltaic systems installed with satisfied clients, which may or may not be under power purchase agreements or contracts. Additional evaluation credit may be granted for more extensive experience with photovoltaic installations installed under power purchase agreements or contracts; experience in California; experience in the SMUD service area; experience with the California SGIP program especially as administered by PG&E; and/or a particularly high level of satisfaction from clients. If the offeror is a joint venture or other teaming arrangement, these considerations will be applied to the parties to the joint venture or teaming arrangement cumulatively.

Factor 2: Financial Capability

This factor evaluates the risk to GSA of the Contractor not being able to complete the system and sell power over the term of the contract due to financial difficulties. A satisfactory rating will be granted if the Offeror demonstrates sufficient financial backing to reasonably mitigate the risk of financial failure. Additional evaluation credit will be granted for particularly strong financial backing.

Factor 3: Proposed System

A satisfactory rating will be granted if the proposed system (1) reasonably limits roof penetrations; (2) does not excessively interfere with GSA access to the roof or equipment on the roof; (3) puts electrical equipment in acceptable location(s); (4) has

little or no negative aesthetic impact on the building; (4) includes a maintenance program with only an acceptable disruption to GSA or tenants. Additional evaluation credit may be granted for systems that involve few or no roof penetrations; that involve electrical equipment with minimal space needs or other disruptive attributes; that involve particularly little impact on roof access; and/or that includes a maintenance program with little or no disruption to GSA or tenants.

Factor 4: Proposed Supplemental Terms and Conditions

A satisfactory rating will be granted if proposed supplemental terms and conditions are not disfavorable to GSA; do not compromise the financial and other objectives of the solicitation; and are not in violation of the Federal Acquisition Regulations (FAR) or federal law. Additional evaluation credit may be granted for supplemental terms and conditions that are particularly favorable to GSA.

Note: if supplemental terms and conditions are in violation of FAR or federal law, prior to opening negotiations the offeror may be contacted and requested to modify the supplemental terms and conditions so as to conform to FAR and/or federal law. If the offeror cannot or will not do so, the offeror will be excluded from the competitive range (i.e., eliminated from further consideration). This process in itself will be treated as seeking clarification, not opening negotiations per se.

23.2. EVALUATION PROCESS

Deadlines are specified above.

The goal is best value to GSA considering price, guaranteed minimum output, and non-price factors. The non-price factors are intended to mitigate risk to GSA, and to assure a system that will have minimum negative impact on the building and building occupants.

Price (price per kWh and guaranteed minimum output) is more important than the non-price factors. Non-price factors are weighted in the following order, from most important to least important: Factor 1, Factor 4, Factor 2, Factor 3.

GSA reserves the right to post substantive amendments to the solicitation at any time prior to 12 Noon Pacific Daylight Savings Time on July 5, 2006. GSA reserves the right to post amendments cancelling the solicitation or postponing the date for receipt of offers at any time; in the event of such postponement additional substantive amendments may also be posted. Note, however, that significant postponements are not anticipated due to the need to meet the PG&E SGIP contract award milestone.

This is a negotiated procurement. GSA anticipates creating a competitive range from the offerors, considering the price factors non-price factors. Notwithstanding any other aspects of the evaluation process, an offeror who will not or cannot bring its supplemental terms and conditions into conformity with FAR and federal law will be

eliminated from the competitive range, and not receive further consideration. A competitive range will be established based on the price and non-price evaluations. Offerors within the competitive range (i.e., offerors with relatively strong price and non-price evaluations who are determined to stand a reasonable chance of award after a negotiation process) will be invited for negotiations. Contract award to the most favorable offeror, price and non-price factors considered, will follow negotiations.

Negotiations are anticipated to begin on July 11, 2006, and conclude by July 17, 2006. This accelerated schedule is necessitated by the PG&E SGIP milestone requirement.

GSA may, at its sole discretion, elect not to award a contract if it determines that pricing is not satisfactory, or if the best value offer considering price and non-price factors is not in the best interests of the government. GSA will consider current SMUD electricity prices as a benchmark for evaluation of the per kWh price and will in all likelihood elect not to award a contract if the PV power purchase price is higher than SMUD kWh rates.

ATTACHMENT A

52.212-3 Offeror Representations and Certifications-Commercial
Items

52.212-3 Offeror Representations and Certifications-Commercial Items (May 2004)

(a) *Definitions.* As used in this provision:

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

"Forced or indentured child labor" means all work or service-

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

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

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

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

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

"Women-owned business concern" means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(1) *Small business concern*. The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

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

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) **Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.** [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

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

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less

<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

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

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

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are

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

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) Previous contracts and compliance. The offeror represents that-

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).*

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
—	—

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in

effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

