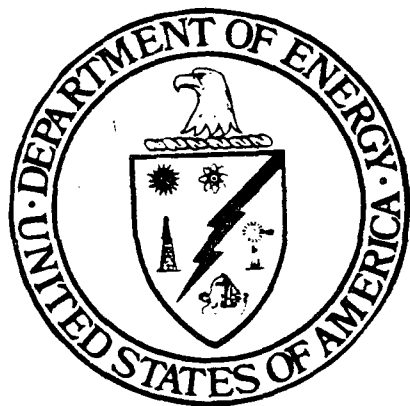


U.S. DEPARTMENT OF ENERGY

REQUEST FOR PROPOSAL

DE-RP-03-84 SF12194

GEOHERMAL DEEP DRILLING
PROJECT IN THE SALTON SEA
GEOHERMAL AREA



Approved with
indicated changes.
Raymond H. Waller, Jr.
[Signature]
2/27/84

CLOSING DATE: APRIL 26, 1984

This Solicitation is Unrestricted and
Contains No Set-Aside Provisions

TO: Offerors

SUBJECT: Executive Summary - Request for Proposal No. RP-03-84SF12194 for a
Geothermal Deep Drilling Project in the Salton Sea Geothermal Area.

INTRODUCTION

The Department of Energy (DOE) invites your submission of a proposal covering the requirements delineated in the attached documents.

This letter is a summary of the salient aspects of the solicitation. It is not an integral part of the solicitation. In the event of any conflict between this Executive Summary and the Request for Proposal (RFP), the RFP will prevail.

OBJECTIVE

The objective of the procurement is to deepen an existing well or drill a ^{*}new well to a depth on the order of 18,000 feet in the Salton Sea geothermal area to test for a vertical extension of the present geothermal reservoir and to make the well available for scientific experiments.

BACKGROUND

The Department of Energy, in conjunction with the U.S. Geological Survey, has since 1974 supported research aimed at the identification and evaluation of geothermal resources in the United States, and in research and development with respect to exploration, extraction, and utilization technologies. In this present effort, the Department of Energy is conducting a project to obtain scientific information and to evaluate the geothermal potential of the geological interval below the present productive area in the Salton Sea geothermal area. The project is expected to provide technical and scientific information from a pressure/temperature environment never before investigated.

This RFP solicits proposals for either deepening an existing geothermal well which has achieved a bottom hole temperature of 300°C (previous experience in the Salton Sea geothermal area indicates that this temperature can be reached at depths of 6,000 to 12,000 feet) or as an "add on" arrangement whereby a new well proposed for spudding prior to September 30, 1984 is deepened from its planned initial depth to the target depth. *new well?*

For purposes of this RFP, the term "initial depth" means a hole depth, not greater than 12,000 feet, at which a temperature of 300°C is achieved; the term "target depth" means a hole depth approximately 6,000 feet deeper than the "initial depth". As an example, if temperatures of 300°C are achieved at 10,000 feet, the "initial depth" would be 10,000 feet and the "target depth" would be 16,000 feet.

During the drilling operation and after target depth is reached, the well shall be made available for scientific measurements which will be performed and funded separately from the drilling operation being solicited by this RFP.

This RFP provides programmatic information and proposal requirements to parties interested in submitting proposals to DOE for evaluation and consideration. Proposals must set forth full, accurate, and complete information as required by the RFP (including enclosures). Proposals must be signed by a responsible official of the proposing entity authorized to contractually obligate the entity.

Evaluation Criteria

Your attention is called to Section D of the RFP which provides detailed coverage of the criteria to be used in evaluating the proposals. Only those criteria will be used in evaluating the proposals.

QUALIFICATION CRITERIA

As a prerequisite to evaluation, proposals must meet Qualification Criteria set forth in Section D.

CONTRACT TYPE CONTEMPLATED, ANTICIPATED TERM, AND ANTICIPATED LEVEL OF DOE FUNDING

It is the intent of the government to award a cost-type contract, on a cost-sharing basis, and proposals should be submitted on that basis. However, DOE reserves the right to consider proposals submitted on a basis other than cost-sharing if it is determined to be in the best interest of the Government. DOE reserves the right to make no awards. The anticipated term of the contract is 24 months. In order for proposers to appreciate the magnitude of the work solicited by this RFP, DOE anticipates an estimated DOE funding range of \$4,500,000 to \$5,500,000.

GOVERNMENT FURNISHED RESOURCES

No government furnished materials, equipment, or facilities or labor will be provided for the performance of work under this contract.

PREPROPOSAL CONFERENCE

A preproposal conference will be held on Tuesday, April 3, 1984, at the San Francisco Operations Office, 1333 Broadway, Oakland, CA., Room 620, beginning at 9:00 a.m.

SOLICITATION SCHEDULE

The anticipated schedule of significant events is as follows:

Solicitation Issued	-	Mar. 14, 1984
Preproposal Conference at DOE-SAN	-	Apr. 03, 1984
Proposals Due	-	Apr. 26, 1984

Written or Oral Discussions - May 11-23, 1984
(if required)
Selection for Negotiation - June 06, 1984
Contract Award - July 31, 1984

As indicated in Section C of the RFP, proposals are to be delivered to the San Francisco Operations Office no later than 3:00 p.m. local time on April 26, 1984.

QUESTIONS OR INQUIRIES

All questions or inquiries by prospective offerors concerning this RFP should be addressed to:

Lucy Garcia, Secretary, Source Evaluation Board
RFP DE-RP03-84SF12194
U.S. Department of Energy
1333 Broadway
Oakland, CA 94612

Written questions regarding the RFP, including the requirements to be satisfied under the proposed contract, will be responded to at the Preproposal Conference, provided they are received by the Secretary, SEB, at the DOE San Francisco Operations Office on or before March 29, 1984. Written responses to all substantive questions received in writing, as well as questions raised at the Preproposal Conference, will be provided to all recipients of record of the RFP as soon as possible following the Preproposal Conference.

Sincerely,



Earl Schalin
Contracting Officer
Contracts Management Division
San Francisco Operations Office
U.S. Department of Energy

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SECTION A

1. Solicitation Number: DE-RP03-84SF12194

2. Date of Issuance: March 14, 1984

3. Issuing Office: Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612

4. Subject: "Geothermal Deep Drilling Project in the Salton Sea
Geothermal Area"

5. Competition Restriction: None

6. Closing Date for Receipt of Proposals: 3:00 PM, local time,
April 26, 1984

7. DOE Contract: Lucy Garcia, Secretary, Source Evaluation Board
Telephone No. 415-273-7943

INTRODUCTION AND BACKGROUND

The Department of Energy in conjunction with the U.S. Geological Survey, has since 1974 supported research aimed at the identification and evaluation of geothermal resources in the United States, and in research and development with respect to exploration, extraction and utilization technologies. Presently, the Department of Energy is planning a project to obtain scientific information and to evaluate the geothermal potential of the geological interval below the present productive area in the Salton Sea geothermal area. The project is expected to provide technical and scientific information from a pressure/temperature environment never before investigated.

The Salton Sea geothermal area is one of a number of high-intensity geothermal fields which occur in a structural depression known as the Salton Trough. It is an actively growing rift valley where sedimentation has almost kept pace with tectonism. The region marks the transition between purely extensional tectonics of the East Pacific Rise and the transform fault tectonics of the San Andreas Fault system. It therefore represents one of the few places in the world where an extensional plate boundary is affecting the continental crust. The high heat flow of this tectonic setting is the ultimate origin of the geothermal resources of the Salton Trough.

The Salton Sea geothermal area, for purposes of this RFP, includes^s the Salton Sea Known Geothermal Resources Area (KGRA), the Brawley KGRA, other KGRA's and locations in the Salton Trough within the continental United States which might reasonably be expected to meet the desired criteria of 300°C downhole temperature and within a geological spreading zone.

This RFP solicits proposals for either deepening an existing geothermal well which has achieved a bottom hole temperature of 300°C (previous experience in the Salton Sea geothermal area indicates that this temperature can be reached at depths of 6,000 to 12,000 feet) or as an "add on" arrangement whereby a new well proposed for spudding prior to September 30, 1984 is deepened from its planned initial depth to the target depth.

new well?

For purposes of this RFP, the term "initial depth" means a hole depth not greater than 12,000 feet, at which a temperature of 300°C is achieved; the term "target depth" means a hole depth approximately 6,000 feet deeper than the "initial depth". As an example, if temperatures of 300°C are achieved at 10,000 feet, the "initial depth" would be 10,000 feet and the "target depth" would be 16,000 feet.

During the drilling operation and after target depth is reached, the well shall be made available for scientific measurements which will be performed and funded separately from the drilling operation being solicited by this RFP.

OBJECTIVES

The primary purpose of the Salton Sea Deep Drilling Project is to evaluate the geothermal potential of geologic formations deeper than the present productive geothermal zone of the Salton Sea geothermal area. In addition,

the project will provide for a wide range of scientific investigations to be carried out to obtain information about the deep thermal regime. These scientific investigations will include studies of (1) the metamorphism of an initially uniform pile of sediments and consequent changes in porosity and permeability, (2) circulation of deep brine and whether there are changes in salinity, sulfur, and metal content with depth, (3) possible zones of recharge where colder water is descending to be heated at greater depth, and (4) rock and fluid properties which can be used to interpret surface geophysical data, and to understand the geothermal and hydrogeologic systems. For further details on the objectives of the project, refer to the Statement of Work, Section E.

REPRESENTATIONS AND CERTIFICATIONS

SECTION B

Contract No.	Supplemental Agreement No.	Invitation for Bids No.	Request For Proposal No.
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THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF HIS OFFER THAT: (Check or complete ALL APPLICABLE BOXES OR BLANKS. The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.)

The proposer makes the following representations and certifications:

1. SMALL AND DISADVANTAGED BUSINESS CERTIFICATION (DOEPR 9-1.703-1)(JULY 1983)(Applicable to all proposals)

- (a) The offeror certifies that its organization is () is not () a small business concern as defined at Section 3 of the Small Business Act (15 U.S.C. 632 and SBA's rules and regulations set forth at 13 CFR 121.3-8). If an affirmative certification is made, the offeror shall complete the certifications at paragraph (b) and (c) of this section.
- (b) The offeror certifies that its organization is a small business as set forth in paragraph (a) of this section and that it is () or is not () owned and controlled by socially and economically disadvantaged individuals. Such a firm is defined as one:
 - (1) Which is at least 51 per centum owned by one or more such individuals or, in the case of publicly owned business, at least 51 per centum of the stock is owned by such individuals.
 - (2) Whose management and daily business operations are controlled by one or more such individuals; and
 - (3) Which certifies concerning said ownership and control is by the following: (i) United States citizens who are Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans or other specific minorities; or (ii) Any other individual found to be disadvantaged pursuant to section 8(a) of the Small Business Act (15 U.S.C. 632).

Failure to execute all parts of the representation will be deemed a minor informality and the bidder or offeror shall be permitted to satisfy the requirement prior to award.

2. SUBCONTRACTING REPRESENTATION (DOEPR 9-1.710-5)(1980 APR) (Applicable to all proposals expected to exceed \$500,000 or \$1,000,000 if solely for construction of a public facility.)

(a) The offeror represents that the following conditions prevail which determine whether the firm shall be required to submit a subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals:

- (1) He is () a small business as defined in accordance with 13 CFR, Part 121 of the SBA regulations;
- (2) Subcontracting possibilities are not offered with respect to this contract ();
- (3) The contract is not expected to exceed \$1,000,000 (if solely for construction of a public facility) or \$500,000 otherwise ()

(b) The offeror represents that he is not () required to submit plans for subcontracting with small and small disadvantaged businesses because he has properly executed one or more of the above representations.

3. TYPE OF BUSINESS ORGANIZATION (Applicable to all proposals)

He operates as () an individual, () a partnership, () a joint venture, () a nonprofit organization, () a not-for-profit organization, () an educational institution, () a hospital, () a State or local Government educational institution, () a hospital, () a State or local Government agency, () a corporation, incorporated under the laws of the State of _____.

4. CONTINGENT FEE (FPR 1-1.505) (Applicable to all proposals)

The offeror represents (a) that he has, () has not, () employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he () has, () has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Chapter I Subpart 1-1.5.)

5. EQUAL OPPORTUNITY (FPR 1-12.805-4) (Applicable to all proposals unless exempt)

The offeror represents that he () has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114 or the clause contained in Section 202 of Executive Order No. 11246, as amended; he () has, () has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

6. AFFIRMATIVE ACTION COMPLIANCE PROGRAM (FPR TEMP. REG. 19)(1970 SEP) (Applicable to all proposals in excess of \$50,000)

The offeror represents that (a) he () has developed and has on file, () has not developed and does not have on file, at each establishment an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) he () has not previously had contracts subject to written affirmative action program requirements of the rules and regulations of the Secretary of Labor because (check as applicable):

_____ offeror does not have 50 or more employees

_____ offeror has not had a Government prime contract or subcontract of \$50,000 or more, or

_____ offeror is exempt under 41 CFR 60-1 (list exemption)
_____.

7. EQUAL OPPORTUNITY COMPLIANCE (FPR Temp. Reg. 19)(1970 SEP) (Applicable to all proposals in excess of \$1,000,000)

The offeror represents --

a. That a full compliance review of the offeror's employment practices () has, () has not, been conducted by an agency of the Federal Government.

b. If a full compliance review has been conducted by an agency of the Federal Government, the most recent compliance review was conducted on _____ by _____
(Date) (Federal Agency)

- c. The proposed first-tier subcontractors which will be awarded subcontracts of \$1,000,000 or more are _____

Any offeror and his known first-tier subcontractors which will be awarded subcontracts of \$1,000,000 or more will be subject to full, preaward equal opportunity compliance reviews before the award of the contract for the purpose of determining whether the proposer and his subcontractors are able to comply with the provisions of the equal opportunity article.

8. CERTIFICATION OF NONSEGREGATED FACILITIES (FPR 1-12.803-10)(1968 JUL)

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this proposal, the offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

9. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER (Applicable to all proposals)

Each proposer shall furnish the following information by filling in the appropriate blocks.

- a. Is the proposer owned or controlled by a parent company as described below? () Yes () No. (For the purpose of this proposal, a parent company is defined as one which either owns or controls the activities and basic business policies of the proposer. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the proposer, such other company is considered the parent company of the proposer. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)
- b. If the answer to a. above is "Yes", proposer shall insert in the space below the name and main office address of the parent company.

Name of Parent Company

Main Office Address (No., Street, City, State, and Zip Code)

- c. Proposer shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941), or if he has a parent company, the E.I. No. of his parent company.

Employer Identification Number or that of Parent Company:

10. COST ACCOUNTING STANDARDS CERTIFICATION - NONDEFENSE APPLICABILITY
(FPR 1-3.1203-3 (b) (1982 JAN) Applicable to all proposals in
excess of \$100,000)

Any negotiated contract in excess of \$100,000 resulting from this solicitation shall be subject to the requirements of the clauses entitled Cost Accounting Standards - Nondefense Contract (FPR sec. 1-3.1204-2(a)) and Administration of Cost Accounting Standards (FPR sec. 1-3.1204-1(b)) if it is awarded to a contractor's business unit which (i) at the time of award is performing a national defense contract or subcontract of \$10 million or more subject to full (4 CFR 331) CAS coverage that was awarded during the contractor's current cost accounting period, (ii) received national defense CAS covered awards during the preceding cost accounting period of \$10 million or more, or (iii) received national defense CAS covered awards during the preceding cost accounting period of under \$10 million but such awards accounted for 10 percent or more of the business unit's sales for the preceding period, except contracts which are otherwise exempt (see FPR sec. 1-3.1203-2(a) and (c)(4)). Otherwise, an award resulting from this solicitation shall be subject to the requirements of the clauses entitled Consistency of Cost Accounting Practices - Nondefense Contract (FPR sec. 1-3.1204-2(b)) and Administration of Cost Accounting Standards (FPR sec. 1-3.1204-1(b)) if the award is (i) the first negotiated contract over \$500,000 in the event the award is to a contractor's business unit that is not performing under any CAS covered national defense or nondefense contract or subcontract, or (ii) a negotiated contract over \$100,000 in the event the award is to a contractor's business unit that is performing under any CAS covered national defense or nondefense contract or subcontract, except contracts which are otherwise exempt (see FPR sec. 1-3.1203-2(a) and (c)(4)). This solicitation notice is not applicable to small business concerns.

Certificate of CAS Applicability

The offeror hereby certifies that:

- A. It is currently performing a negotiated national defense contract or subcontract that contains a Cost Accounting Standards Clause (4 CFR 331), and it is currently required to accept that clause in any new negotiated national defense contracts it receives that are subject to cost accounting standards.
- B. It is currently performing a negotiated national defense or nondefense contract or subcontract that contains a cost accounting standards clause required by 4 CFR 331 or 332 or by FPR Subpart 1-3.12, but it is not required to accept the 4 CFR 331 clause in new negotiated national defense contracts or subcontracts which it receives that are subject to cost accounting standards.

- C. It is not performing any CAS covered national defense or nondefense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing in the event that it is awarded any negotiated national defense or nondefense contract or subcontract containing any cost accounting standards clause subsequent to the date of this certificate but prior to the date of the award of a contract resulting from this solicitation.
- D. It is an educational institution receiving contract awards subject to FPR Subpart 1-15.3 (OMB Circular A-21).
- E. It is a State, local, or federally recognized Indian tribal government receiving contract awards subject to FPR Subpart 1-15.7 (OMB Circular A-87).
- F. It is a hospital.

Additional Certification - CAS Applicable Offerors

- G. The offeror, subject to cost accounting standards but not certifying under D, E, or F above, further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement(s) where they have been submitted pursuant to CASB regulations (4 CFR 351).

DATA REQUIRED - CAS COVERED OFFERORS

The Offeror certifying under A or B above but not under D, E, or F above, is required to furnish the name, address (including agency or department component), and telephone number of the cognizant contracting officer administering the offeror's CAS covered contracts. If A above is checked, the offeror will also identify those currently effective cost accounting standards, if any, which upon award of the next negotiated national defense contract or subcontract will become effective upon the offeror.

Name of CO: _____

Address: _____

Telephone Number: _____

Standards not yet applicable: _____

11. INSURANCE ON GOVERNMENT PROPERTY (Applicable to all fixed price proposals)

The Offeror represents that the quoted price () does, () does not, include a charge or reserve for insurance (including self-insurance) covering damage to Government property (a) caused by any peril while the property is in transit off the Contractor's premises, or (b) caused by any of the excepted perils enumerated in the General Provisions.

12. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FPR 1-1.317) (Applicable to all proposals)

a. By submission of this proposal, each offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to award directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

b. Each person signing this proposal certifies that:

- (1) He is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- (2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

13. WOMAN-OWNED BUSINESS (FPR 1-1.340-1 (Applicable to all proposals))

The offeror represents that the firm submitting this offer is, is not, a women-owned business. A women-owned business is a business that is at least 51 percent owned by a woman or women who also control and operate the business. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are or are not women-owned if this information is available. (Approved by the Office of Management and Budget under OMB control number 3090-0075.)

14. COUNTRY OF MANUFACTURER (FPR 1-6.106)

The product which the offeror proposes to furnish is, is not, manufactured, mined, or grown in the United States. If the product is not manufactured, mined, or grown in the United States, the country of manufacturer is _____ . (Approved by the Office of Management and Budget under OMB control number 3090-0061.)

15. REGULAR DEALER-MANUFACTURER (Applicable to all proposals for supply contracts)

He is a regular dealer in (), manufacturer of (), the supplies offered.

16. CONTRACTOR'S DATA CERTIFICATION (Applicable to all proposals)

The offeror shall certify below whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer; if so, he shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the places of such delivery.

17. BUY AMERICAN CERTIFICATE (Applicable to all proposals for supplies and for services involving furnishing supplies.)

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

Excluded End Products

Country of Origin

18. PATENT AND DATA CERTIFICATION (OMB Circular A-124)(1982 FEB) (Applicable to all proposals)

I. PATENT CERTIFICATION

Choose
one

- A. The recipient is a "small business firm" as defined in Section 2 of Public Law 85-536 (15 USC 632) and implementing regulations of the Administrator of the Small Business Administration.
- B. The recipient is:
- A university or other institution of higher education, or
- An organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)); or
- A nonprofit scientific or educational organization qualified under a State nonprofit organization statute. Please identify the statute _____
- C. Other (not in one of the above categories)

NOTE: If a box in A or B above is checked, then the Patent Rights (Small Business Firms or Nonprofit Organizations) clause shall apply to the contract; and subparagraph "(h) Contractor Licensing", shall be deleted from the "Rights In Technical Data" Clause 9-9.202-3(e)(2) if included.

II. DATA STATEMENT (Applicable to all proposals)

The work to be performed and the known requirements for technical data as set forth in the solicitation have been reviewed. To the best of my knowledge:

Choose
one

- There will be no technical data withheld from delivery as being proprietary data.
- The technical data in the attached list will likely be used in conjunction with the performance under the contract and is represented as being proprietary data to be withheld from delivery.

19. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NEGOTIATED) (FPR Temp Reg. 50 and Supplements 1 & 2, 1980 (May) (Applicable to contracts expected to exceed \$500,000.)

1. This provision does not apply to small business concerns.
2. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract.
3. The offeror acknowledges that it is aware of the subcontracting plan requirements in this provision; and if it is the apparent successful offeror, and if the contract offers subcontracting possibilities, agrees to negotiate a plan which includes:
 - a. Percentage goals (expressed in terms of percentage of total planned subcontracting dollars) for the utilization as subcontractors of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals; (for the purposes of the subcontracting plan, the contractor may include all purchases which contribute to the performance of the contract, including a proportionate share of products, services, etc., whose costs are normally allocated as indirect or overhead costs.)

As part of its establishment of percentage goals the apparent successful offeror shall also include in its subcontracting plan:

- (1) A statement of: (a) total dollars planned to be subcontracted; (b) total dollars planned to be subcontracted to small business; and (c) total dollars planned to be subcontracted to small disadvantaged business.
 - (2) A description of the principal product and services areas to be subcontracted and an identification of those areas where it is planned to use (i) small business subcontractors, and (ii) small disadvantaged business subcontractors.
 - (3) A statement of the method used in developing proposed subcontracting goals for (i) small business, (ii) small disadvantaged business concerns (e.g., did the offeror use for subcontract solicitation purposes company source lists, the small business and disadvantaged small business source identification system provided by the Small Business Administration's Procurement Automated Source System, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations?)
 - (4) If the offeror includes indirect and overhead costs as an element in establishing the goals in the subcontracting plan, the method used in determining the proportionate share of indirect and overhead costs incurred with (i) small business, and (ii) small disadvantaged business subcontractors shall be explained.
- b. The name of an individual within the employ of the offeror who will administer the subcontracting program of the offeror and a description of the duties of such individual;
 - c. A description of the efforts the offeror will take to assure that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals will have an equitable opportunity to compete for subcontracts;
 - d. Assurances that the offeror will include the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals in all subcontracts which offer further subcontracting opportunities and to require all subcontractors

(except small business concerns) which receive subcontracts in excess of \$500,000, or in the case of a contract for the construction of any public facility, \$1,000,000, to adopt and comply with a plan similar to the plan agreed to by the offeror. Such assurances shall describe the offeror's procedures for the review, approval, and monitoring for compliance with such plans;

- e. Assurances that the offeror will submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with subcontract plan; and
- f. A recitation of the types of records the offeror will maintain to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the plan, including the establishment of source lists of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals; and efforts to identify and award subcontracts to such small business concerns. The records shall include at least the following (these records may be maintained on a plant-wide or company-wide basis unless otherwise indicated):
 - (1) Small and disadvantaged business source lists, guides and other data identifying small and small disadvantaged business vendors.
 - (2) Organizations contacted for small and disadvantaged business sources.
 - (3) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (a) whether small business was solicited, and if not why not; (b) whether small disadvantaged business was solicited, and if not why not; and (c) reasons for the failure of solicited small business or small disadvantaged business to receive the subcontract award.
 - (4) Records to support other outreach efforts:
 - o Contacts with minority and small business trade associations;
 - o Contacts with business development organizations;

- o Attendance at small and minority business procurement conferences and trade fairs.
- (5) Records to support internal activities to guide and encourage buyers:
 - o Workshops, seminars, training programs, etc.
 - o Monitoring activities to evaluate compliance.
- (6) On a contract-by-contract basis, records to support award data submitted to the Government to include name and address of subcontractor.

4. The offeror understands that:

- a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.
- b. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
- c. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the contractor in writing of his reasons for determining a subcontracting plan to be unacceptable. Such notice shall be given early enough in the negotiation process to allow the contractor to modify the plan within the time limits prescribed.
- d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- e. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to both small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals and that each such aspect of the offeror's plan will be judged independent of the other.

- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the government's contracting officer or as otherwise directed, with a copy to the prime contractor's designated small and disadvantaged business liaison.
5. The failure of any contractor or subcontractor to comply in good faith with (a) the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals or (b) an approved plan required by this Small Business and Small Disadvantaged Business Subcontracting Plan (Negotiated) provision, will be a material breach of such contract or subcontract.
6. Commercial Products. If a commercial product (defined below) is offered, the required subcontracting plan may relate to the company's production generally (both for commercial and noncommercial products) rather than solely to the item being procured under the government contract. In such cases, the contractor shall be required to submit one company-wide, annual plan to be reviewed for approval by the first agency with which it enters into a prime contract (which requires a subcontracting plan) during the fiscal year, or by another agency satisfactory to the Contracting Officer. The approved plan will remain in effect for the company's entire fiscal year for all of the company's or division's commercial products.

The term "commercial products" means products in regular production sold in substantial quantities to the general public and/or industry at established market or catalog prices. A product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product may be regarded for the purpose of this clause as a commercial product.

20. FACILITIES CAPITAL COST OF MONEY (FPR 1-3.808-5(a)(1982 NOV) (Applicable to all proposals resulting in contract which will be subject to the cost principles for contracts with commercial organizations, see FPR 1-15.2)

Facilities capital cost of money (see FPR Section 1-15.205-51(a)) will be an allowable cost under the contemplated contract, but only if the contractor specifically identifies or proposes it in the cost proposal

for the contract and elects to claim this cost by checking the appropriate box below. If the contractor does not specifically identify or propose facilities capital cost of money and does not elect to claim this cost, the contract will include the Waiver of Facilities Capital Cost of Money clause.

The prospective contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under this contract.

The prospective contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

21. PUBLIC OR PRIVATE ORGANIZATIONS FOR THE HANDICAPPED OR HANDICAPPED INDIVIDUALS (FPR 1-1.706-9)(1978 JUN) (Execute if a small business set-aside is involved and the offeror deems himself to be eligible.)

He is a public or private organization for the handicapped individual, as provided in the Small Business Act, as amended, and the regulations of the Small Business Administration.

The term "public or private organization" is one "*** (i) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (ii) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (iii) which, in the production of commodities and in the provision of services during any fiscal year in which it receives financial assistance under this subsection, employs handicapped individuals for not less than 75 per centum of the man-hours required for the production or provision of the commodities or services.***" (15 U.S.C. 636 (h)(1)(A))

The term "handicapped individual" means a "*** person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable***." (13 CFR 118.2(f))

22. CLEAN AIR AND WATER CLAUSE

The bidder or offeror certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed contract has [], has not [], been listed on the Environmental Protection Agency ^{list} of violating facilities.

zkwward

(b) He will promptly notify the Contracting Officer, prior to award² of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

23. LABOR SURPLUS AREA CONCERN (Applicable to all proposals)

new He () is, () is not, a labor surplus area concern. (For a definition of "labor surplus area concern", see FPR 1-1.801 (41 CFR 1-1.801)).

24. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

Should the offeror be awarded a contract, the offeror certifies that it will obtain, as a minimum, the following numbered representations and certifications prior to the award of all applicable subcontracts: 1, 5, 8, 13, 18, 22 and 23.

By _____
Signature of Authorized Individual

(Typed Name)

Name of Offeror _____

Title _____

Date _____

Offerors must set forth full accurate and complete information as required by this solicitation (including attachments). By signature hereto, or to an offer incorporating these representations and certifications, the offeror certifies its answers are accurate, current, and complete and that he is aware of the penalty prescribed in 18 U.S.C. 1001 for knowingly making a false or fraudulent statement in a matter within the jurisdiction of a Department of the United States.

Section C SOLICITATION
INSTRUCTIONS AND CONDITIONS

1. Order of Precedence. In the event of an inconsistency between provisions of this RFP, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the requirements.

2. Number and Type of Awards and Anticipated Effort

It is the intent of the Government to award one contract on a cost sharing basis and proposals should be submitted on that basis. However, proposals submitted on another basis will be considered if it is determined to be in the best interests of the Government. DOE reserves the right to make no awards. The anticipated term of the contract is 24 months.

3. Telegraphic or Alternate Offers

Neither telegraphic nor alternate offers are authorized.

4. Unnecessarily Elaborate Proposals

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

5. Proposal Submittal

It is particularly important that you recognize the initial evaluation of your proposal will be made upon a review of your written proposal only, although some independent investigations may be made with regard to the information furnished relative to the business factors listed under "Business Evaluation", Section D.

Therefore, you are cautioned to make certain that your written proposal properly reflects your ability to satisfy the requirements of this RFP and is as complete, detailed and thorough as possible.

Any inconsistency, whether real or apparent, between promised performance and proposed price should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and his financial ability to perform the contract and may be grounds for downgrading the proposal.

DOE reserves the right to select any proposal as a basis for negotiation or to reject any and all proposals.

6. Written and/or Oral Discussion

Written and/or oral discussions may be conducted with those offerors whose proposals are determined to be within a competitive range.

However, offerors are put upon notice that award may be made without discussion of the initial proposals received. Accordingly, proposals should be submitted initially on the most favorable terms which the offeror can submit to the Government.

7. Technical Data and Patent Articles

The section of this RFP which describes the work to be performed also sets forth DOE's known requirements for technical data. The Additional Technical Data Requirements clause, if included in this solicitation, provides the Government with the option to order additional technical data, the requirements for which are not known at the time of contracting. There is, however, a built-in limitation on the kind of technical data which may be required. This limitation is found in paragraph (e) of the Rights in Technical Data clause which provides that the Contractor may withhold delivery of proprietary data.

As required in the Representations and Certifications section it is necessary that your proposal state that the work to be performed and the known requirements for technical data as set forth in the solicitation have been reviewed, and either state that to the best of your knowledge no data will be withheld, or submit a list identifying the proprietary data, in sufficient detail to identify that proposed data to be withheld, which to the best of your knowledge will likely be used in the contract performance and will be withheld.

In the event that proprietary technical data is to be withheld in accordance with paragraph (e) of the Rights in Technical Data clause, the offeror shall provide a list of such proprietary data in sufficient detail, such as by document identification number, short nonproprietary title, and short nonproprietary description of purpose or use, so that DOE personnel may, by reviewing the list, evaluate the applicability of such proprietary technical data to the contract effort.

Contracts with small business firms and nonprofit organizations shall contain patent rights provisions commensurate with Public Law 96-517 and OMB Circular A-124.

Offerors and prospective Contractors, in accordance with applicable statutes and DOE Regulations (41 CFR 9-9.109-6), have the right to request in advance of or within 30 days after the effective date of contracting a waiver of all or any part of the rights of the Government in subject inventions.

8. Treatment of Proposal Information

- a. A proposal may include technical data and other data, including trade secrets and/or privileged or confidential commercial or financial information, which the proposer does not want disclosed to the public or used by the Government for any purpose other than proposal evaluation. To protect such data the offeror should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the proposal with the following notice:

NOTICE

The data contained in pages _____ of this proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential commercial or financial information, and such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Government shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the proposer.

References to the above notice on the cover sheet should be placed on each page to which the notice applies. Data, or abstracts of data, marked with this notice will be retained in confidence and used by DOE or its designated representative(s), including Government contractors and consultants, as set forth in DOEPR Section 9-3.150-4, solely for the purpose of evaluating the proposal. The data so marked will not otherwise be disclosed or used without proposer's prior written permission except to the extent provided in any resulting contract, or to the extent required by law. Proposers should be aware of the provisions of DOEPR Section 9-3.150-4 if they desire to modify the above notice or otherwise seek to limit the evaluation to the Government only. The restriction contained in the notice does not limit the Government's right to use or disclose any data contained in the proposal if it is obtainable from any source, including the proposer, without restriction. Although it is DOE's policy to treat all proposals as confidential, the Government assumes no liability for disclosure or use of unmarked data for any purpose. See FPR 1-3.103(b) regarding disclosure to other offerors.

- b. Should a contract be awarded based on a proposal submitted in response to this request, it is policy, in consideration of the award, to obtain unlimited rights for the Government in the technical data contained in the proposal unless the prospective contractor marks those portions of the technical information which he asserts as "proprietary data", or

specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the contract. "Proprietary data" is defined in DOEPR 9-9.201(b) as technical data which embody a trade secret developed at private expense, such as design procedures or techniques, chemical composition of material, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data: (1) are not generally known or available from other sources without obligation concerning their confidentiality; (2) have not been made available by the owner to others without obligation concerning their confidentiality; and (3) are not already available to the Government without obligation concerning their confidentiality. A proposer who receives a contract award will be required to mark the data identified as proprietary by specifying the appropriate proposal page numbers to be inserted in the Rights To Proposal Data clause specified below, which clause shall be included in the contract. Subject to the concurrence of the Contracting Officer, information unrelated to the contract may be deleted from the proposal by the contractor. The responsibility, however, of identifying technical data as proprietary or deleting it as unrelated rests with the prospective contractor.

This clause is intended to apply only to technical data and not to other data, such as privileged or confidential commercial or financial information.

RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages ___ of the Contractor's proposal, dated _____, which are asserted by the Contractor as being proprietary data, it is agreed that as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, and disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

- c. Under the Freedom of Information Act (5 USCA 552), the Government may be required to release your proposal in whole or in part to any requestor as provided in that Act. You are, therefore, cautioned to identify and mark those specific materials in your proposal which you consider to be information or data that is exempt from disclosure under 5 USCA 552.

9. Evaluation Assistance Outside The Government

In conducting this evaluation, the Government will utilize technical assistance and advice from qualified professional and scientific personnel both within the Government and from the Department of Energy's National Laboratories. In view of the possibility of DOE utilizing the Department of Energy's National Laboratories for evaluation assistance,

proposers are requested to state on the cover of their proposals that consent is or is not given for such "outside Government" individuals to have access to their proposals. The proposer is advised that DOE may be unable to give full consideration to a proposal submitted without such consent. Information contained in the proposals shall be treated in accordance with the policies and procedures set forth in paragraph 9-3.150 of the DOE Procurement Regulations.

10. Expenses Related To Offeror Submissions

This RFP does not commit the Government to pay any costs incurred in the submission of a proposal or in making necessary studies or designs for the preparation thereof.

11. Certification of Current Cost or Pricing Data

Offerors are put on notice that if a proposal is in an amount in excess of \$100,000, the Offeror may be required to submit a Certificate of Current Cost or Pricing Data, in accordance with FPR 1-3.807.3 and 1-3.807-4, effective as of the time agreement is reached on contract price. An Offeror, by submittal of a proposal, agrees to provide such certification, if requested by DOE.

12. Proposals

Proposals should address the Evaluation Criteria (Section D) and be prepared in accordance with the proposal preparation instructions. Submittals should be signed by an employee or official authorized to bind your firm contractually. An original and ten (10) copies of the proposal should be mailed or otherwise delivered to the 6th floor mailroom addressed as follows:

Department of Energy
San Francisco Operations Office
1333 Broadway
Oakland, CA 94612
ATTN: RFP Control - Mailroom, 6th Floor

To facilitate handling, please mark on the outside envelope containing your proposal or other matters related to this solicitation:

"Request For Geothermal Proposal No.DE-RP03-84SF12194
To Be Opened by Secretary Only"

Proposals are required to be received at the 6th floor mailroom of the DOE Oakland office by 3:00 p.m. local time on April 26, 1984.

If you do not intend to submit a proposal, a response to that effect is requested.

13. Expenditure of Funds Relative to the Proposed Procurement

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

14. Proposal Content

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

15. Availability and Obligation of Public Funds

The award of a contract resulting from this RFP is subject to the availability of funds.

16. Information of Award

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated procurement.

17. Disposition of Proposals

Proposals will not be returned (except for timely withdrawals), but will be retained by DOE for official record purposes.

18. Disposition of RFP Documents

Drawings, specifications, and other documents supplied with the RFP 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).

19. Alternate Proposal Information

Alternate proposals are not solicited, are not desired, and shall not be evaluated. The only exception is the alternate cost information concerning special coring options, as requested in the Business/Management Proposal Instructions, Item 23.B.1.j., on page 35.

20. Explanation to Offerors

Any explanation desired by an offeror regarding the meaning or interpretation of any requirements, specifications, etc., herein must be requested in writing and with sufficient time allowed for a reply to reach 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 to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

21. Late Proposals, Modifications of Proposals, and Withdrawals of Proposals

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:

- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to 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 or earlier);
- (2) It was sent by mail (or telegram if authorized) 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; or
- (3) It is the only proposal received.

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

d. The only acceptable evidence to establish:

- (1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither

postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "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 on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)

- (2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
- (e) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

Note: The term "telegram" includes mailgrams.

22. PROPOSAL PREPARATION INSTRUCTIONS

Your Proposal should be submitted in two separate volumes as follows:

Volume 1. - Technical Proposal

Volume 2. - Business/Management Proposal

No Cost Data or Cost Estimates Should Appear In
The Technical Volume

A. Technical Proposal Instructions

Since your Technical Proposal will primarily determine the capability of your organization to participate in this procurement, it should be specific and complete in every detail. The proposal should be practical and should be prepared simply and economically, providing straight-forward, concise delineation of effort and capability to satisfactorily perform the statement of work being sought. In order for your proposal to be evaluated fairly, it is suggested that the technical proposal be organized in such a way as to be responsive to the evaluation criteria discussed in Section D.

Your technical proposal should as a minimum contain the information specified below in accordance with the following format:

Page Limitation Guidance - The Technical Proposal should be typewritten on 8-1/2" x 11" pages and be limited to a maximum of 100 pages of space-and-one-half text or 65 pages of single-spaced text or 135 pages of double-spaced text. Space-and-one-half text is preferred. Personnel resumes, the Cover Sheet, Table of Contents, and section dividers will not be counted as part of the page limit guidance. However, figures, illustrations, tables and appendices to the Technical Proposal will be considered as a part of such page limit guidance.

1. Table of Contents
2. List of Tables and Drawings
3. Short Introduction and Summary

This section should contain an outline of the work to be done. Difficulties anticipated in doing the work should be identified and the proposed general approach toward solving the identified problems and accomplishing the work.

4. Site/Facilities/Equipment Data

This section should include a statement of the site availability to the offeror. *Evidence and documentation of site availability should be included in an appendix. If teaming arrangements are contemplated, letters of commitment for those team members who are not a part of or affiliated with the proposing organization should be included.

Site utilities (water, electricity, etc.) and facilities, such as well testing facilities, tanks, fluid disposal system, etc., should be described and any terms, conditions or restrictions as to their availability to DOE for use in performing the scientific investigations referred to in Section A, Objectives. The proposer should provide assurance that the drilling rig and other major equipment to be used are adequate to perform the statement of work.

5. Technical Discussion of the Work

This section should constitute the major portion of the technical proposal. It should include sufficient details to permit a comprehensive evaluation and should contain as a minimum the following:

- 5.1 Offeror's Proposed Statement of Work. The offeror should indicate whether the accomplishment of the work to be done will result from the deepening of an existing well or from drilling a new well.
- 5.1A Deepening an Existing Well. If offeror proposes to deepen an existing geothermal well, a summary of the drilling and casing programs, the logs, the fluid and rock properties, and the completion and production history of the well proposed to be deepened ~~should~~ ^{must} be included.

*not for
deepening a proposed well?*

The offeror should explain the specific geological, hydrological, geochemical and geophysical data obtained from the existing well and describe, as appropriate, on-site tests performed and techniques or procedures used. The offeror ~~should~~ indicate his willingness to provide to DOE all such information on the original well. In addition, the offeror ~~should~~ indicate any restrictions as to the use of or disclosure of such data by DOE. The offeror ~~should~~ indicate if the present well would be available to DOE, prior to deepening, to perform geothermal and scientific studies, and any terms, conditions or restrictions on such studies.

If the existing well has a bottomhole temperature less than 300°C, the offeror should submit a plan, consistent with accomplishment of the Statement of Work, for deepening the well from its present depth to the "initial depth" including the drilling, coring, casing and mud programs, and method of protecting ^{the} present productive intervals.

The offeror should specify the geological, hydrological, geochemical and geophysical data to be obtained in drilling to the "target depth." The offeror should also describe the wellbore data acquisition strategy, including techniques, procedures, and equipment to be used, assumptions on the amount of core to be taken, and the events which must occur prior to implementing a specific data acquisition strategy. The offeror should include a plan for testing production zones, if encountered prior to target depth. For planning purposes, two such zones should be assumed.

Offeror should indicate major difficulties envisioned in deepening the well to the "target depth" and in obtaining data, and proposed methods of resolving such problems.

- 5.1B Drilling A New Well. If offeror proposes to drill a new well, offeror should submit a program plan for the entire well including drilling, coring, casing and mud program, and the method of protecting any productive interval(s) above the "initial depth." The offeror should specify, separately, the geological, hydrological, geochemical, and geophysical data expected to be obtained in the interval between the surface and the "initial depth" and in the interval between the "initial depth" and the "target depth".

The offeror should state the wellbore data acquisition strategy, including techniques, procedures, and equipment to be used, the amount of core to be taken, and the events which must occur prior to implementing a specific data acquisition strategy for the depths, both below and above the "initial depth". The offeror should include a plan for testing production zones if encountered before "target depth." For planning purposes, two such zones should be assumed.

Offeror should indicate major difficulties envisioned in drilling the hole and in obtaining data, particularly for the intervals deeper than the "initial depth" and proposed methods for resolving such problems.

The offeror should indicate if the hole above the "initial depth" would be available to DOE for other scientific studies and any terms, conditions, or restrictions to DOE use of the hole for such studies. The offeror should indicate if there are any restrictions to the use of or publication of data obtained above the "initial depth".

- 5.2 The offeror should indicate the length of time the well would be available to DOE for scientific studies when "target depth" is reached and possible access to well, at subsequent dates, for additional scientific studies.
- 5.3 The offeror should describe the geological, hydrological, geochemical and geophysical data from other wells under the offeror's control and indicate any terms, conditions, or restrictions for DOE access to such data.
- 5.4 The offeror should indicate plans for the hole following completion of scientific studies (e.g., plugging at a specified depth and returning the well to productive status; abandonment of the hole; site restoration).
- 5.5 The offeror should include specific statements of any interpretations, deviations, or exceptions to the Statement of Work described in Section E of this RFP.
- 5.6 The offeror should provide evidence that the well has a potential to obtain temperatures of at least 300°C at the "initial depth" and to provide information on the geological spreading zone of a pull-apart basin.

5.7 In the event the offeror considers that the project requirements, both specified and implied, can be met by proposing alternatives that will provide an equivalent opportunity for scientific studies within the Salton Sea geothermal area, the offeror can propose such alternatives together with the rationale for equivalence.

6. Program Plan

This section should contain the offeror's proposed Program Plan which divides the entire program into work packages of finite tasks or segments of work. Each task should be identified for: personnel accountability; task product identification/application, start/complete schedule, travel, proposed subcontracts, labor hours by labor type, and material description and quantities.

Included in the Program Plan should be a summary of (1) labor hours for each labor type, (2) subcontracts, and (3) material description and quantities, planned for each month during the proposed period of performance of the contract. Cost estimates should not be included in this Plan.

7. Project Schedule

This section should include the period of performance, proposed duration of project in months by phase or task and milestone chart. Include time required for preparation and submission of required reports.

8. Project Organization

This section should show the project team or organization proposed for this contract, the relationship^{of} of this program to the overall company structure, and the function and responsibilities of the major subcontractors. As a minimum, it should contain the following:

8.1 Organization chart and a summary of the labor hours or percentage of time key personnel will devote to each major task of this project.

8.2 General organization experience and background of offeror on similar projects. Available specifications, photographs, technical descriptions of other data may be submitted to support the proposal, but are not required.

8.3 An estimate of the extent of subcontracting anticipated including a list of items or effort to be subcontracted. Cost estimates should not be included in this section.

9. Personnel Qualifications

This section should contain the names of key management and technical or supervisory personnel down to the third level of proposed project organization structure to be assigned for direct work on this contract, along with pertinent background information on each.

10. Environmental Requirement

Since it is probable that an environmental assessment or impact statement may be required in connection with this project, your proposal should include a brief (1 or 2 page) discussion of the environmental considerations pertaining to the proposed project. In the event any environmental assessments or impact statements have previously been prepared in connection with your efforts, either for the proposed site or for other sites utilizing the same or similar processes, those should be referenced and, if possible, copies thereof included with your proposal. Should an environmental assessment or impact statement be required for this project, the successful proposer will be required to provide such assessment or statement with the assistance of DOE. Your cost proposal should include whatever expenses you anticipate for the preparation of both the assessment and the statement.

11. Inspection System

Describe the inspection system that will be implemented to ensure that all supplies and services necessary in performance of the Statement of Work conform to drawings, specifications and contract requirements. Include who in the project organizational structure is responsible for performing Quality Control (QC) tests and inspections, what QC tests and inspections are planned, and what inspection records are to maintained.

12. Supporting Data and Other Information

This section should contain the following:

12.1 A listing of current or recent awards (within the last two years) in this or related fields. Include the name of the sponsoring agency, contract number, amount of contract, subject area of contract, name and phone number of Contracting Officer for any Government contracts cited. If necessary for evaluation, DOE may solicit from available sources experience data concerning proposer's past performance.

12.2 Any other pertinent technical information which will aid in evaluation of the proposal.

B. Business/Management Proposal Instructions

The business/management portion of your proposal should contain, as a minimum, the information set forth below, as your proposal will be evaluated not only on technical considerations, but also on business considerations. The costs of the portion of the well from the surface to "initial depth", as well as the interval from "initial depth" to "target depth" may be proposed for DOE funding, in whole or in part. However, if the DOE costs to reach "initial depth" would jeopardize or prevent reaching the "target depth" within the total DOE funds available, that proposal would not receive as high a consideration as one which permits reaching the "target depth" within the available funding.

} new
prefer deletion

1. The Proposal Data Summary (see Section C. Exhibit 1) should be submitted as the first part of the Business/Management Proposal.

Offerors must provide cost or pricing data submitted on the enclosed Optional Form 60 (see Section C, Exhibit 2). Your attention is specifically directed to the "Instructions to Offerors" and "Footnotes" set forth on Page 3 of the Optional Form 60. Anticipated cost increases over the two-year period should be set forth and explained in full detail.

- a. Direct Labor - Set forth the hours by labor category, the rate per hour, total, and discuss the basis for the rates; i.e., actuals of individuals, category averages, midpoint of effort, etc. Explain any escalation factors used.
- b. Overhead - This generally encompasses indirect costs which because of their incurrence for common or joint objectives are not readily subject to treatment as direct costs. Provide details of any current Government approval of proposed rates. If Government approval has not been obtained, furnish previous fiscal year burden cost by pool and base for each burden center and cost and base for proposed rates. Offerors should indicate if they operate under the "Negotiated Overhead Rates" system with the Government.
- c. Direct Materials - Provide unit cost of each item to be used, the basis for the cost, i.e., make, model, size, capacity, vendor quotes, engineering estimates, previous purchase, etc.
- d. Travel - Travel costs must be supported with the detailed information on what the offeror used in arriving at his estimate, including pertinent contractor travel policies. Details should include number of trips, destination, number of people per trip, cost of airfare, per diem rates, car rental rates, etc.
- e. Other Direct Costs - This includes such items as reports and presentations, reproduction costs, computer services, and facilities capital of money (if proposed). The bases for the estimates should be stated.
- f. General and Administrative Expense - Include same type of information requested in (b). Composite rates should be broken out separately to explain composition and basis.
- g. Labor Hour Summary - Provide summary schedule of labor hours by job category. This schedule should be for the total proposed effort and include the proposer's own direct labor hours and any labor hours being proposed for subcontractors and consultants.

- h. Tests - For the two intervals assumed to be tested for production (5.1A and 5.1B) and any other tests assumed, provide unit cost of individual tests to be performed based on appropriate cost elements (labor, overhead, materials, etc.) Provide unit cost for drilling rig standby time, including site services, while tests are being performed.
- Provide unit costs for support services in response to science investigations such as coring, sampling, flow testing, inserting instrumented sondes or viewers, and state the assumptions on which these costs are based.
- i. Site Restoration - Provide estimated costs for site restoration. In this regard, it is not intended that DOE have any residual obligation, monetary or otherwise, for site restoration upon completion of the scientific experiments.
- j. Propose alternate cost proposals for:
- (1) Complete coring of the well from "initial depth" to proposed "target depth", and
 - (2) Coring of an assumed specified footage per unit length of hole, e.g., 20 feet of continuous core for every 200 feet of hole.
- k. Subcontracts - Pursuant to FPR 1-3.814-3, a separate cost breakdown, in a format consistent with this format, should be furnished on any proposed subcontract. If it exceeds \$100,000, such a breakdown is required. The type of subcontract, and name and address of the proposed subcontractor shall be furnished, if known.
- l. Profit/Fee - Provide rationale for amount if a profit/fee is proposed.
- m. Cost of Money - DD Form 1861, Contract Facilities Capital and Cost of Money (Exhibit 3) should be used to calculate both the COM allocated to the contract and the Net Book Value (NBV) of the allocated Facilities Costs amount which should be used in developing the Capital Investment assigned weight. The submittal of DD Form 1861 is mandatory if Cost of Money is to be claimed or if Capital Investment is to be considered in the project/fee calculation. In other words, if no DD Form 1861 is submitted, COM is unallowable, and there will be no fee on the allocated NBV.

Under certain circumstances, a DD Form 1861 could be submitted and the contractor would not claim COM, but the allocated NBV would be used for profit/fee calculation.

- n. Insurance Coverage - If the ^{or proposed} existing well ~~which is proposed for deepening~~ is, or is planned as, a production well, the offeror may propose insurance to cover any loss of production capability which occurs as a result of the deepening or testing activities.

above "initial depth"

2. Other Contracts With DOE

If you have a DOE contract(s) under the cognizance of another DOE office(s), specify the office(s) concerned and the approximate total dollar amount of the contract(s) with that office. If you do not have a DOE contract with another DOE office, furnish a statement to that effect.

3. Government Facilities and Properties

If you propose to utilize government-owned facilities or property in the performance of the proposed work, you must furnish a list of such facilities or property and an indication of your right to use such items.

4. Financial Responsibility

Statements with supporting documentation, such as financial statements for the offeror's last two or three years, indicating financial responsibility of your firm.

5. Acceptance of Pro Forma Contract

A statement as to the acceptability of the Pro Forma Contract, including the Schedule and the Contract General Provisions, as set forth in Section E. Exceptions should be listed and explained, and proposed alternate language provided.

6. Contract Administration

To assist in our evaluation, and during performance of any resultant contract, it is anticipated that certain functions may be performed by personnel from other government agencies. Accordingly, it is requested that you include in your proposal the name and address of government agencies and specific personnel performing functions such as audits, inspections, property administration, contract administration, small business program reviews, equal employment opportunity reviews and similar services on governmental contracts which you may have been awarded in the past two years.

7. Place of Performance

All proposals should state the place of performance.

8. Letter of Commitment

Proposals where teaming arrangements are contemplated should include letters of commitments for those team members (if any) who are not a part of or affiliated with the proposing organization.

9. Certification

Each offeror should submit one signed copy of the Representations and Certifications (see Section B) with your proposal. All appropriate blocks must be filled in and those not applicable so noted.

10. Acknowledgment of Amendments to Solicitation

Receipt of an amendment to this RFP by an offeror must be acknowledged by (a) signing and returning the amendment or (b) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers. Failure to receive your acknowledgment prior to the hour and date specified may result in rejection of your offer.

11. Notice of Possible Availability of Loans for Bid and Proposal Preparation By Minority Business Enterprises Seeking DOE Contracts and Assistance

Section 211(c) (1) of the DOE Act (Public Law 95-91 as amended by Public Law 95-619) authorizes the Department of Energy (DOE) to provide loans to minority business enterprises to assist them in their efforts to participate in DOE acquisition and assistance programs. The loans are to enable the preparation of bids or proposals for DOE contracts to minority business enterprises to assist them in their efforts to participate in DOE acquisition and assistance programs.

The loans are limited to 75% of the costs involved. Availability of these loans is subject to annual appropriation of funds and the remaining availability of funds from such appropriations.

DOE does not warrant that such loans can be made available in sufficient time to prepare a bid or proposal for this solicitation. DOE does point out that the program includes provisions for a preliminary review in advance of a specific loan request.

Information regarding loan availability, eligibility criteria, and how to apply may be obtained from:

San Francisco Operations Office, U.S. DOE
1333 Broadway
Oakland, CA 94612
Attn: Minority Loan Program Office
(415) 273-4461

12. Small and Disadvantaged Business Subcontracting Plan
(Applicable if the resulting contract is anticipated to exceed \$500,000)

1. This provision does not apply to small business concerns.
2. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract subcontract.
3. The offeror acknowledges that it is aware of the subcontracting plan requirements in this provision; and if it is the apparent successful offeror, and if the contract offers subcontracting possibilities, agrees to negotiate a plan which includes:
 - a. Percentage goals (expressed in terms of percentage of total planned subcontracting dollars) for the utilization as subcontractors of small business concerns owned and controlled by socially and economically disadvantaged individuals; (for the purposes of the subcontracting plan, the contractor may include all purchases which contribute to the performance of the contract, including a proportionate share of products, services, etc., whose costs are normally allocated as indicated or overhead costs.)

As part of its establishment of percentage goals the apparent successful offeror shall also include in its subcontracting plan:

- (1) A statement of: (a) total dollars planned to be subcontracted; (b) total dollars planned to be subcontracted to small business; and (c) total dollars planned to be subcontracted to small disadvantaged business.
- (2) A description of the principal product and service areas to be subcontracted and an identification of those areas where it is planned to use (i) small business subcontractors, and (ii) small disadvantaged business subcontractors.
- (3) A statement of the method used in developing proposed subcontracting goals for (i) small business (ii) small disadvantaged business concerns (e.g., solicitation purposes company source lists, the small business and disadvantaged small business source identification system provided by the Small Business Administration's Procurement Automated Source System, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations.)

- (4) If the offeror includes indirect and overhead costs as an element in establishing the goals in the subcontracting plan, the method used in determining the proportionate share of indirect and overhead costs incurred with (i) small business, and (ii) small disadvantaged business subcontractors shall be explained.
- b. The name of an individual within the employ of the offeror who will administer the subcontracting program of the offeror and a description of the duties of such individual;
 - c. A description of the efforts the offeror will take to assure that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals will have an equitable opportunity to compete for subcontracts;
 - d. Assures that the offeror will include the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals in all subcontracts which offer further subcontracting opportunities and to require all subcontractors (except small business concerns) which receive subcontracts in excess of \$500,000, or in the case of a contract for the construction of any public facility, \$1,000,000, to adopt and comply with a plan similar to the plan agreed to by the offeror. Such assurances shall describe the offeror's procedures for the review, approval, and monitoring for compliance with such plans;
 - e. Assurances that the offeror will submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with subcontracting plan; and
 - f. A recitation of the types of records the offeror will maintain to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in the plan, including the establishment of source lists of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals; and efforts to identify and award subcontracts to such small business concerns. The records shall include at least the following (these records may be maintained on a plant-wide or company-wide basis unless otherwise indicated):

- (1) Small and small disadvantaged business source lists, guides and other data identifying small and small disadvantaged business vendors.
- (2) Organizations contacted for small and disadvantaged business sources.
- (3) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (a) whether small business was solicited, and if not why not; (b) whether small disadvantaged business was solicited, and if not why not; and (c) reasons for the failure of solicited small business or small disadvantaged business to receive the subcontract award.
- (4) Records to support other outreach efforts:
 - o Contacts with minority and small business trade associations;
 - o Contacts with business development organizations;
 - o Attendance at small and minority business procurement conferences and trade fairs.
- (5) Records to support internal activities to guide and encourage buyers:
 - o Workshops, seminars, training programs, etc.
 - o Monitoring activities to evaluate compliance.
- (6) On a contract-by-contract basis, records to support award data submitted to the Government to include name and address of subcontractor.

4. The offeror understands that:

- a. No contract will be awarded unless and until an acceptable plan is negotiated with the contracting officer which plan will be incorporated into the contract, as a material part thereof.
- b. An acceptable plan must, in the determination of the contracting officer, provide the maximum practicable opportunity for small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.

- c. If a subcontracting plan acceptable to the contracting officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault of negligence of the offeror, the offeror shall be ineligible for an award. The contracting officer shall notify the contractor in writing of his reasons for determining a subcontracting plan to be unacceptable. Such notice shall be given early enough in the negotiation process to allow the contractor to modify the plan within the limits prescribed.
 - d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the contracting officer in determining the responsibility of the offeror for award of the contract.
 - e. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to both small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals and that each such aspect of the offeror's plan will be judged independent of the other.
 - f. The offeror will submit, as required by the contracting officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the contracting officer. Subcontractors will also submit these reports to the government's contracting officer or as otherwise directed, with a copy to the prime contractor's designated small and disadvantaged business liaison.
5. The failure of any contractor or subcontractor to comply in good faith with (a) the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals or (b) an approved plan required by this Small Business and Small Disadvantaged Business Subcontracting Plan (Negotiated) provision, will be a material breach of such contract or subcontract.
6. Commercial Products. If a commercial product (defined below) is offered the required subcontracting plan may relate to the company's production generally (both for commercial and non-commercial products) rather than solely to the item being procured under the government contract. In such cases, the contractor shall be required to submit one company-wide, annual plan to be reviewed for approval by the first agency with which it enters into a prime contract (which requires a subcontracting plan) during the fiscal year, or by another agency satisfactory to the contracting officer. The approved plan will remain in effect for the company's entire fiscal year for all of the company's or division's commercial products.

The term "commercial products" means products in regular production sold in substantial quantities to the general public and/or industry at established market or catalog prices. A product which, in the opinion of the contracting officer, differs only insignificantly from the contractor's commercial product may be regarded for the purpose of this clause as a commercial product.

13. Contracts Payment Methods

Payments for amounts invoiced under an award, if any, resulting from this solicitation will be made either by check or by electronic funds transfer. The latter will be made through the Treasury Financial Communications System (TFCS) to a designated financial institution. The Government will determine the method of payment at the time of payment in accordance with with applicable Department of Treasury requirements.

Under the TFCS, payments can be made to financial institutions that have access to the Federal Reserve Communications Systems (FRCS) or to financial institutions that do not have access to the FCRS, through correspondent financial institutions or Federal Reserve Banks. TFCS payments will be accompanied by information messages regarding the invoice being paid and the contractor's account number at the financial institution.

Upon receipt of an award, a successful contractor will be required to provide certain payee bank account information needed for the making of TFCS payments. Refer to contract Article XI "Payment Methods".

14. Preproposal Conference

- (1) A preproposal conference will be held on Tuesday, April 3, 1984, at the San Francisco Operations Office located at 1333 Broadway, Oakland CA., in Room 620, beginning at 9:00 a.m. No security clearance requirements or special administrative arrangements are necessary to secure admittance.
- (2) Written questions regarding the RFP or the requirements to be satisfied under the proposed contract will be responded to at the conference, provided they are received by the Secretary, SEB, at the DOE San Francisco Operations Office on or before March 29, 1984. Other questions which arise immediately before or during the conference will be answered at the conference or in writing at a later date. A copy of all substantive questions, together with the Government's response, will be transmitted to each RFP recipient of record as soon as practicable.

PROPOSAL DATA SUMMARY

1. Name, address, county and Congressional district of offeror.
2. Total Estimated Cost by Phase or Task
3. Proposed Period of Performance
4. Principal Place of Performance
5. Type of Contract Proposed
6. Name of Individuals Authorized to Negotiate and Commit the Proposer to all of the Provisions of the Proposal

Name	Title	Telephone No.
------	-------	---------------

7. Number of Employees Currently Employed _____
8. DUNS Contractor Establishment Number _____
9. Dollar Volume of Business Per Annum _____
10. The Offeror agrees that the proposal will remain in effect for _____ days (120 days if not otherwise specified) from the date designated for receipt of proposals.
11. Name and Address of Cognizant Government Audit Agency
12. Subcontractor Information (If applicable)

Name
Description of Services
Basis for Selection
Type of Contract

INSTRUCTIONS TO OFFERORS

1. The purpose of this form is to provide a standard format by which the offeror submits to the Government a summary of incurred and estimated costs (and attached supporting information) suitable for detailed review and analysis. Prior to the award of a contract resulting from this proposal the offeror shall, under the conditions stated in FPR 1-3.807-3 be required to submit a Certificate of Current Cost or Pricing Data (See FPR 1-3.807-3(h) and 1-3.807-4).

2. In addition to the specific information required by this form, the offeror is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation which are reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. For effective negotiations, it is essential that there be a clear understanding of:

- a. The existing, verifiable data.
- b. The judgmental factors applied in projecting from known data to the estimate, and
- c. The contingencies used by the offeror in his proposed price.

In short, the offeror's estimating process itself needs to be disclosed.

3. When attachment of supporting cost or pricing data to this form is impracticable, the data will be described (with schedules as appropriate), and made available to the contracting officer or his representative upon request.

4. The formats for the "Cost Elements" and the "Proposed Contract Estimate" are not intended as rigid requirements. These may be presented in different format with the prior approval of the Contracting Officer if required for more effective and efficient presentation. In all other respects this form will be completed and submitted without change.

5. By submission of this proposal the offeror grants to the Contracting Officer, or his authorized representative, the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations prior to contract award.

FOOTNOTES

1. Enter in this column those necessary and reasonable costs which in the judgment of the offeror will properly be incurred in the efficient performance of the contract. When any of the costs in this column have already been incurred (e.g., on a letter contract or change order), describe them on an attached supporting schedule. Identify all sales and transfers between your plants, divisions, or organizations under a common control, which are included at other than the lower of cost to the original transferee or current market price.

2. When space in addition to that available in Exhibit A is required, attach separate pages as necessary and identify in this "Reference" column the attachment in which the information supporting the specific cost element may be found. No standard format is prescribed; however, the cost or pricing data must be accurate, complete and current, and the judgment factors used in projecting from the data to the estimates must be stated in sufficient detail to enable the Contracting Officer to evaluate the proposal. For example, provide the basis used for pricing materials such as by vendor quotations, shop estimates, or invoice prices; the reason for use of overhead rates which depart significantly from experienced rates (reduced volume, a planned major re-arrangement, etc.); or justification for an increase in labor rates (anticipated wage and salary increases, etc.). Identify and explain any contingencies which are included in the proposed price, such as anticipated costs of rejects and defective work, or anticipated technical difficulties.

3. Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with Government representatives on the use of forward pricing rates, describe the nature of the agreement. Provide the method of computation and application of your overhead expense, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates.

4. If the total cost entered here is in excess of \$250, provide on a separate page the following information on each separate item of royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description, including any part or model numbers of such contract item or component on which the royalty is payable; percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, a copy of the current license agreement and identification of applicable claims of specific patents shall be provided.

5. Provide a list of principal items within each category indicating known or anticipated source, quantity, unit price, competition obtained, and basis of establishing source and reasonableness of cost.

CONTINUATION OF EXHIBIT A—SUPPORTING SCHEDULE AND REPLIES TO QUESTIONS I AND V.

INSTRUCTIONS FOR DD FORM 1861
CONTRACT FACILITIES CAPITAL AND COST OF MONEY

PURPOSE. The purpose of this form is to compute the estimated facilities capital to be employed for a specific contract proposal. An intermediate step is to compute the estimated facilities capital cost of money, using the Facilities Capital Cost of Money Factors developed on Form(s) CASB-CMF. This procedure is intended to be fully compatible with Cost Accounting Standard 414 "Cost of Money as an Element of the Cost of Facilities Capital," and extend those criteria and techniques to prospective periods for forward pricing purposes. ASPR 3-1300 should be referred to for applicability and further explanation.

IDENTIFICATION. Identify the contractor, business unit and address. Identify the specific RFP or contract to which the computation pertains, by PIIN number. Identify the estimated performance period of the contract.

OVERHEAD POOLS (COL. 1). List all business unit overhead pools and direct-charging service/support centers whose costs will be allocated to this contract. The structure must be compatible with the contractor's cost proposal and Form(s) CASB-CMF.

COST ACCOUNTING PERIOD (COL. 2). This column is used only for the "projected" method of estimating contract facilities capital employed and cost of money. Each Overhead Pool listed must be further broken down by each Cost Accounting Period impacted by the Performance Period of the contract. The yearly breakdown must also correspond to yearly overhead allocation bases in the contractor's cost proposal, and to separate Forms CASB-CMF for each year listed. If the "historical" method is used, the column should be ignored.

CONTRACT OVERHEAD ALLOCATION BASE (COL. 3). For each Overhead Pool and Cost Accounting Period listed, record the same Contract Overhead Allocation Base amounts used in the pricing report to derive the pre-negotiation cost objective. Such amounts should be the same as those used for burdening contract overhead or applying service/support center use charges. The base units-of-measure must agree with those used on the Form(s) CASB-CMF.

FACILITIES CAPITAL COST OF MONEY FACTORS (COL. 4). Carry forward the appropriate estimated Facilities Capital Cost of Money Factors from the Form(s) CASB-CMF. Business units, overhead pools and cost accounting periods must agree.

FACILITIES CAPITAL COST OF MONEY AMOUNT (COL. 5). The product of each Contract Overhead Allocation Base (Col. 3) multiplied by its related Facilities Capital Cost of Money Factor (Col. 4).

CONTRACT FACILITIES CAPITAL COST OF MONEY (LINE 6). The sum of Col. 5. This represents the contract's allocable share of the business unit's estimated cost of money for the cost accounting period(s) impacted by the contract performance period. Therefore it represents a portion of the total(s) of Col. 5 of Form CASB-CMF.

FACILITIES CAPITAL COST OF MONEY RATE (LINE 7). The same Cost of Money Rate used in Col. 1 of the Form(s) CASB-CMF. Only one rate will be used in the facilities capital estimating process regardless of the length of the contract performance period.

CONTRACT FACILITIES CAPITAL EMPLOYED (LINE 8). The quotient of Line 6 divided by Line 7. This represents the contract's allocable share of the business unit's estimated facilities value for the cost accounting period(s) impacted by the contract. Therefore it represents a portion of the total(s) of Col. 4 of Form CASB-CMF.

SECTION D

PROPOSAL EVALUATION AND SELECTION

Proposals will be evaluated by DOE in accordance with the applicable procurement regulations and procedures and as provided herein. Selection of participant(s) will be made on the basis of the quality of the offeror's submission as measured by all evaluation factors set forth below and the overall value of the proposal to the Government. The source evaluation process is being conducted in accordance with the DOE Source Evaluation Board Handbook. A copy may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C., 20402.

I. Qualification Criterion

Prior to making a comprehensive evaluation, each proposal will be reviewed to determine that the following qualification criterion is met:

The proposal contains evidence that the offeror has access to a well or well site in the Salton Sea geothermal area (see Section A, Introduction, for definition) and that the site owner/leaseholder is either the prime offeror or contains a letter or other written evidence of commitment from the site owner/leaseholder (if not the offeror) in support of the proposed project. Such evidence should include a willingness to supply any information required by the offeror to complete the tasks in the Statement of Work. All conditions regarding access to the well must be delineated in the proposal.

II. Comprehensive Evaluation

Proposals meeting the Qualification Criteria shall be subject to a Comprehensive Evaluation involving technical evaluation criteria and the business evaluation criteria as follows:

A. Technical Evaluation Criteria

The following technical evaluation criteria will be used and will be numerically scored. Criterion 1 and Criterion 2 are approximately equal in importance. The subcriteria under both Criterion 1 and 2 are listed in descending order of importance.

1. The technical merit and overall potential of offeror's proposal to accomplish the proposed Statement of Work:
 - a. Likelihood of successfully accomplishing the proposed schedule (including environmental considerations), the overall drilling program and well completion, and the likelihood of maintaining well integrity, thus meeting the programmatic objectives.
 - b. Potential of the well to achieve a temperature of 300°C at ^{the} "initial depth" and to provide significant information on the geological spreading zone of a pull-apart basin.
 - c. Understanding of all technical aspects of the program, as evidenced by the proposal.
 - d. Comprehensiveness of well bore data acquisition strategy proposed for obtaining geological, hydrological, geochemical and geophysical data, including an explicit plan for obtaining core samples.
 - e. Quality and quantity of geological, hydrological, geochemical, and geophysical data from any previously drilled interval and from offeror's other existing wells, and accessibility of such data to DOE.
 - f. Adequacy and completeness of proposed program plan to accomplish the Statement of Work.
 - g. Length of time proposer offers well for scientific studies, including opportunity for future test periods.
2. The proposer's overall demonstrated ability, qualifications and experience to successfully complete the Statement of Work:
 - a. Related experience and qualifications of the offeror's organization and of the key personnel assigned to the project.
 - b. Demonstrated understanding of the operating conditions and problems likely to be encountered in completing the work and reasonableness of proposed solutions to problems identified.
 - c. Reasonableness of proposed project organization to accomplish the work.

B. BUSINESS EVALUATION

While cost, business terms, and other factors are important and will be considered by the Source Selection Official in the final selection of a contractor, they will not be numerically scored. Cost or pricing data will be evaluated to determine the realism of the proposed costs.

An unrealistic cost proposal may reflect adversely on an offeror's understanding of the project. However, cost may become the determining factor for award where selection is between acceptable proposals of substantially equal technical merit. The following business factors shall be considered in the evaluation:

1. The estimated cost to the Government and the reasonableness of the proposed cost.
2. Past performance, financial responsibility, cost controls, utilization of small business and disadvantaged business enterprises, performance of work in a labor surplus area, and other applicable laws or regulations.
3. The proposed contractual arrangement among the proposers, if teaming is proposed.

PRO FORMA CONTRACT/SCHEDULE

SECTION E

- EXHIBIT I - Statement of Work
- EXHIBIT II - Reporting Requirements
- EXHIBIT III - Small Business and Small Disadvantaged Business
Subcontracting Plan

General Provisions - (DOE/SAN Cost-Type Contracts with
Commercial Organizations dated
October 1, 1980) Attached

AWARD/CONTRACT

CONTRACT (Proc. Inst. Ident.) NO _____ 2. EFFECTIVE DATE _____ 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. _____ 4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1. RATING: _____

ISSUED BY CODE _____ 6. ADMINISTERED BY (If other than block 5) CODE _____ 7. DELIVERY FOB DESTINATION FOB DESTINATION OTHER (See below)

U. S. Department of Energy
 San Francisco Operations Office
 1333 Broadway
 Oakland, CA 94612

CONTRACTOR NAME AND ADDRESS CODE _____ FACILITY CODE _____ 9. DISCOUNT FOR PROMPT PAYMENT _____

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

SHIP TO/MARK FOR CODE _____ 12. PAYMENT WILL BE MADE BY CODE _____

Financial Management Division
 DOE/SAN
 1333 Broadway
 Oakland, CA 94612

THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c)(1)

ACCOUNTING AND APPROPRIATION DATA _____

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
SEE ATTACHED SCHEDULE					
DUNS Contractor Establishment No. _____					
Principal Place of Performance: _____					

21. ESTIMATED TOTAL AMOUNT OF CONTRACT \$ _____

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return TWO copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR BY _____ Signature of person authorized to sign

27. UNITED STATES OF AMERICA BY _____ Signature of Contracting Officer

24. NAME AND TITLE OF SIGNER (Type or print) _____ 25. DATE SIGNED _____ 28. NAME OF CONTRACTING OFFICER (Type or print) _____ 29. DATE SIGNED _____

55 DUNS

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ARTICLE I SCOPE OF WORK

- (a) The Contractor shall conduct a program entitled _____
_____ to accomplish the work set forth in:
- Exhibit I - Statement of Work
 - Exhibit II - Reporting Requirements
 - Exhibit III - Small Business And Disadvantaged Business
Subcontracting Plan
- (b) Work completed, including the submittal of the reports in an acceptable manner, are used to measure progress and as a basis for the approval of payments. Failure to comply with the reporting requirements may result in a delay in the payment of invoices until corrective action is taken.
- (c) All work shall be performed under the general guidance and direction of the Technical Manager whose responsibilities are defined in ARTICLE IV. Such guidance and direction shall not, however, effect any change in the specification requirements or cost structure of this contract, increase its estimated cost, or extend the period of performance. Such changes shall be made only by action of the Contracting Officer.

ARTICLE II PERIOD OF PERFORMANCE

The period of performance shall commence on _____ and expire on _____. The period of performance may be extended for additional periods by the written agreement of the parties.

ARTICLE III ESTIMATED COST AND SHARING RATIOS

- (a) The total estimated cost of the work is \$ _____
- (b) The estimated cost to the Government is \$ _____. These funds are available for operating expenses only and not for the purchase of capital equipment.
- (c) The estimated cost to the Contractor is \$ _____.
- (d) The Contractor's share is _____ percent of the total estimated cost of the work specified in paragraph (a) above and DOE share is _____ percent of such total estimated costs.
- (e) No fee shall be payable to the Contractor.
- (f) The Contractor will maintain records of all cost expenditures. Such records shall be subject to audit as provided in the General Provisions. Cost-Sharing on this Contract will commence with the first notice.

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ARTICLE IV TECHNICAL DIRECTION AND SURVEILLANCE

- (a) The work to be performed by the Contractor is subject to the surveillance and written technical direction of a "Technical Manager" who shall be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor within the requirements of the Article hereof entitled "Scope of Work," which approves approaches, solutions, designs, or refinements; defines or otherwise completes the general description of work; and otherwise furnishes technical guidance to the Contractor. The Technical Manager shall monitor the Contractor's performance with respect to compliance with the requirements of the Scope of Work, schedule and cost. Technical direction includes the process of conducting inquiries or transmitting information or advice by the Technical Manager, regarding matters within the requirements of the Scope of Work. Technical direction and management surveillance shall not impose tasks or requirements upon the Contractor additional to or different from the general tasks and requirements stated in the Article of this contract entitled "Scope of Work." The technical direction to be valid:
- (1) Must be issued in writing consistent with the general scope of the work; and
 - (2) Shall not commit the Government to any adjustment of the estimated cost and fee or other contract provisions.
- (b) In the event any Government technical direction is interpreted by the Contractor to fall within the clause of the General Provisions hereof, entitled "Changes" the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within ten (10) days after the Contractor's receipt of such direction. Such notice shall (i) include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "Changes" clause; and (ii) include the Contractor's best estimate as to revision in estimated cost, fee, performance time, delivery schedules and any other contractual provisions that would result from implementing the technical direction.

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- (1) If, after reviewing the information presented pursuant to paragraph (b) above, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and he considers such change desirable, he will issue unilateral direction to proceed pursuant to the authority granted him under the clause. If the Contracting Officer determines that such direction is technical direction authorized by this Article, the Contracting Officer will direct the Contractor to proceed with the implementation of such technical direction.
- (2) In the event the Contracting Officer determines that it is necessary to avoid a delay in performance of the contract he may, in writing, direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted under paragraph (b) above. Should the Contracting Officer later determine that a direction under the "Changes" clause is appropriate, the written decision issued hereunder shall constitute the required direction.
- (c) Failure of the Contractor and the Contracting Officer to agree on whether Government Direction is technical direction or a change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of the Clause of the General Provisions entitled "Disputes."
- (d) The only persons authorized to give technical direction to the Contractor are the Contracting Officer and any "Technical Manager" whom the Contracting Officer may appoint as contemplated by paragraph (a) above. Any action taken by the Contractor in response to any direction given by any person other than the Contracting Officer or Technical Manager whom the Contracting Officer may appoint shall be at the Contractor's own risk.

ARTICLE V GENERAL PROVISIONS

- (a) The Contractor shall comply with ^{all} clauses which are set forth in General Provisions "DOE/SAN Cost-Type Contracts with Commercial Organizations dated October 1, 1980," ^{except} as may be altered or modified hereunder and in the article hereof entitled "Alterations and Additions".
- (b) In relation to the clauses of the General Provisions to be utilized in subcontracts hereunder, the term "subcontractor" should be substituted for the term "Contractor" and the term "Contractor" should be substituted for the term "Government", "Contracting Officer" and "DOE" except that:
 - (1) Only the term "Subcontractor" should be substituted for the term "Contractor" in the following clauses:

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Examination of Records By Comptroller General
Contract Work Hours And Safety Standards Act - Overtime Compensation
Covenant Against Contingent Fees
Notice and Assistance Regarding Patent and Copyright Infringement
Patent Rights (Long Form) or
Patent Rights (Small Business Firms or Nonprofit Organizations)
(March 1982), as applicable
Audit
Authorization And Consent
Additional Technical Data Requirements
Rights in Technical Data
Reporting of Royalties
Notice to the Government of Labor Disputes
Preference For U.S. Flag Air Carriers; and

- (2) All references to "Government property" or "Government-furnished property" shall remain unchanged and title to any Government property shall remain in the Government in the clause entitled "Government Property"; and
- (3) The Government and the Contracting Officer shall also have the rights specified therein to conduct inspection of the work as outlined in the clause entitled "Inspection", and
- (4) The clause entitled "Assignment of Claims" is not applicable.
- (5) The clause entitled "Disputes" or any reference thereto should be deleted and the subcontract should in no way be given any direct right of appeal to the Contracting Officer or the Government.
- (c) In relation to Clause 36, Rights in Technical Data, Paragraphs (g) and (h) shall or shall not be applicable to this contract as follows:
- Paragraph (g) of Clause 36 is is not applicable to this contract.
- Paragraph (h) of Clause 36 is is not applicable to this contract.
- (d) The following Patent Rights clause shall be applicable to this contract:
- Clause 21, Patent Rights (Long Form)
- Clause 53, Patent Rights (Small Business Firms or Nonprofit Organizations) (March 1982)

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ARTICLE VI ALTERATIONS AND ADDITIONS

- (a) Paragraphs (b) and (c) of Clause 8, "Examination of Records By Comptroller General" are modified by deleting the words "unless DOE authorizes their prior disposition" and substituting the words "or such lesser time specified in either Appendix M of the Defense Acquisition Regulations or the Federal Procurement Regulations Part 1-20, as appropriate".
- (b) Paragraph (i) of Clause 9, Subcontracts, is deleted.
- (c) Clause 16, "Contract Work Hours and Safety Standards Act - Overtime Compensation" is deleted in its entirety and replaced with the following:

"CLAUSE 16 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (40 U.S.C. 327-333)

This contract, to the extent that it is of a character specified in the Contractor Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

- (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 shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 8 hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.
- (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 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 mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar

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day for which such individual was required or permitted to work in excess of 8 hours or 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/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) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (d) 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 (d) of this clause."

(d) Clause 21, "Patent Rights (Long Form)" is modified as follows:

The first sentence of paragraph (j)(2) is deleted and the following inserted therefor:

"The Contractor will include the clause entitled 'Patent Rights - Small Business Firms or Nonprofit Organizations (March 1982)', suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed in the United States by a small business firm or a nonprofit organization. In all other subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work, the Contractor will include the Patent Rights (long form) clause (41 C.F.R. 9-9.107-5(a)) or Patent Rights (short form) clause (41 C.F.R. 9-9.107-6) as appropriate, modified to identify the parties."

(e) Paragraph (c) of Clause 26, "Audit" is deleted in its entirety and replaced with the following:

"(c) Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on

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adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public or prices set by law or regulation, the Contracting Officer or his representatives, who are employees of the United States Government, shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation, pricing or performance of such contract change, or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. Additionally, in the case of pricing any change or modification to formally advertised contract, the Comptroller General of the United States, or his representatives who are employees of the United States Government, shall have such rights. The right to examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein."

- (f) Clause 38 "Printing" is deleted in its entirety and replaced with the following:

"CLAUSE 38 PRINTING

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single page, or not more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing. A unit is defined as one sheet, size 8 1/2 by 11 inches, one side only, one color.

- (1) The term "printing" includes the following processes: composition, platemaking, presswork binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

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- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4)."
- (g) Clause 40 "Stop Work Order" the third sentence of paragraph (a) beginning with the words "Upon receipt..." is deleted and the following substituted therefor: "Upon receipt of such an order the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage".
- (h) Paragraph (d) of Clause 30 "Disabled Veterans And Veterans of the Vietnam Era" and paragraph (b) of Clause 19 "Covenant Against Contingent Fees" are deleted in their entirety.
- (i) The Clause entitled "Consistency of Cost Accounting Practices - Non-defense Contract" and the Clause entitled "Administration of Cost Accounting Standards" are deleted in their entirety.
- (j) Clause 45 "Consistency of Cost Accounting Practices - Nondefense Contract" is deleted and replaced with the following:
- "CLAUSE 45 CONSISTENCY OF COST ACCOUNTING PRACTICES - NONDEFENSE CONTRACTS (FPR 1-3.1204-2(b)(1982 JAN) (Applicable if this contract exceeds \$100,000)
- (a) Unless the Administrator of General Services has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated by the Cost Accounting Standards Board, the Contractor, in connection with this contract, shall:
- (1) Comply with the requirements of 4 CFR Parts 401, Consistency in Estimating, Accumulating and Reporting Costs, and 402, Consistency in Allocating Costs Incurred for the Same Purpose, in effect on the date of award of this contract and administered under the Administration of Cost Accounting Standards clause. Compliance shall continue until the Contractor completes performance of work under this contract.
- (2) Follow consistently its cost accounting practices as required by regulations of the Cost Accounting Standards Board and administered under the Administration of Cost Accounting Standards clause. If any change is made in established practices or in disclosed practices for purposes of any contract or subcontract subject to those disclosure requirements, the change must be applied in a consistent manner to this contract. A change to

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these practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract.

The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in Section 332.51 of the Cost Accounting Standards Board's regulations, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this clause that will increase costs paid by the United States.

- (3) Agree to an adjustment of the contract price or cost allowance, as appropriate, if it or a subcontractor fails to comply with the applicable Cost Accounting Standards or to follow any cost accounting practice and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41, (50 U.S.C. App. 1215(b)(2)), or 7 percent per annum, whichever is less from the time the payment by the United States was made to the time the adjustment is effected.
- (b) The Contractor shall permit any authorized representatives of the head of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause until the expiration of 3 years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations (FPR) Part 1-20.
- (c) Unless a subcontract or Subcontractor is exempt under rules or regulations prescribed by the Administrator of General Services, the Contractor shall include the substance of this clause including this paragraph (c) in all negotiated subcontracts under this contract, except that it shall include the substance of the Cost Accounting Standards -- Nondefense Contract clause set forth in Section 1-3.1204-2(a) of the FPR in negotiated subcontracts under this contract with subcontractors that are currently performing a national defense contract or subcontract that contains the clause entitled Cost Accounting Standards and that are currently required to accept that clause in applicable negotiated national defense contracts. The Contractor may elect to use the substance of the solicitation notice set forth in Section 1-3.1203-3(b) of the FPR in his determination of applicability of cost accounting standards to subcontracts.

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(d) The administration of this clause by the Government shall be accomplished in conjunction with the administration of the Contractor's national defense contracts and subcontract, if any, subject to rules and regulations of the Cost Accounting Standards Board, pursuant to the Administration of Cost Accounting Standards clause. For ~~[the]~~ purposes of ~~[the]~~ Administration of Cost Accounting Standards clause contained in this contract, references to the Disclosure and Consistency of Cost Accounting Practices clause shall be deemed to include this Consistency of Cost Accounting Practices -- Nondefense Contract clause, and references to the Cost Accounting Standards clause shall be deemed to include the Cost Accounting Standards -- Nondefense Contract clause."

(k) Clause 46 "Administration of Cost Accounting Standards" is deleted in its entirety and replaced with the following:

"CLAUSE 46 ADMINISTRATION OF COST ACCOUNTING STANDARDS Nondefense Contracts (FPR 1-3.1204-2(c)) (1983 JUL) (Applicable if this contract exceeds \$100,000)

For the purpose of administrating Cost Accounting Standards requirements under this contract, the Contractor shall:

- (a) Submit to the cognizant Contracting Officer a description of the accounting change and the general dollar magnitude of the change to reflect the sum of all increases and the sum of all decreases for all contracts containing a Cost Accounting Standards clause, a Disclosure and Consistency of Cost Accounting Practices clause, or a Consistency of Cost Accounting Practices clause:
- (1) For any change in cost accounting practices required to comply with a new cost accounting standard in accordance with paragraph (a)(2) and (a)(3)(A) of the Cost Accounting Standards--Nondefense Contract clause within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring such change;
 - (2) For any change to cost accounting practices proposed in accordance with paragraph (a)(3)(B) or (a)(3)(C) of the Cost Accounting Standards--Nondefense Contract clause or with paragraph (a)(2) of the Consistency of Cost Accounting Practices--Nondefense Contracts clause not less than 60 days (or such other date as may be mutually agreed to) prior to the effective date of the proposed change; or
 - (3) For any failure to comply with an applicable Cost Accounting Standard or to follow a disclosed practice as contemplated by paragraph (a)(4) of the Cost Accounting Standards--Nondefense

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Contract clause of this contract or with paragraph (a)(3) of the Consistency of Cost Accounting Practices--Nondefense Contracts clause within 60 days (or such other date as may be mutually agreed to) after the date of agreement of such noncompliance by the Contractor.

- (b) Submit a cost impact proposal in the form and manner specified by the cognizant Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to (a)(1), (2) or (3) above.
- (c) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with paragraphs (a)(3) and (a)(4) of the Cost Accounting Standards--Nondefense Contract clause or with paragraphs (a)(2) and (a)(3) of the Consistency of Cost Accounting Practices--Nondefense Contracts clause.
- (d) When the subcontract is subject to either the Cost Accounting Standards--Nondefense Contract clause or the Consistency of Cost Accounting Practices--Nondefense Contracts clause, so state in the body of the subcontract and/or in the letter of award. Self-deleting clauses shall not be used.
- (e) Include the substance of this clause in all negotiated subcontracts containing either the Cost Accounting Standards--Nondefense Contract clause or the Consistency of Cost Accounting Practices--Nondefense Contracts clause. In addition, within 30 days after award of such subcontract, submit the following information to the Contract Administration Office cognizant of the Contractor's facility for transmittal to the Contract Administration Office cognizant of the subcontractor's facility.
 - (1) Subcontractor's name and subcontract number.
 - (2) Dollar amount and date of award.
 - (3) Name of Contractor making the award.
 - (4) A statement as to whether the subcontractor has made or proposes to make any changes to accounting practices that affect prime contracts or subcontracts containing defense or non-defense full or modified coverage clauses because of the award of this subcontract, unless such changes have already been reported.
- (f) For negotiated subcontracts containing the Cost Accounting Standards--Nondefense Contract clause, require the subcontractor to

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comply with all standards in effect on the date of final agreement on price as shown on the subcontractor's signed certificate of Current Cost or Pricing Data or date of award, whichever is earlier, of the subcontractor's most recent negotiated defense contract or subcontract containing the Cost Accounting Standards clause.

(g) In the event an adjustment is required to be made to any subcontract hereunder, notify the Contracting Officer in writing of such adjustment and agree to an adjustment in the price or estimated cost and fee of this contract, as appropriate, based upon the adjustment established under the subcontract. Such notice shall be given within 30 days after receipt of the proposed subcontract adjustment or such other date as may be mutually agreed to, and shall include a proposal for adjustment to such higher tier subcontract or prime contract as appropriate.

(h) When either the Cost Accounting Standards--Nondefense Contract clause or the Consistency of Cost Accounting Practices--Nondefense Contracts clause and this clause are included in subcontracts, the term "Contracting Officer" shall be suitably altered to identify the purchaser."

(1) Clause 53 "Certification - Wage and Price Standards" is deleted in its entirety and replaced with the following:

"CLAUSE 53 PATENT RIGHTS (Small Business Firms or Nonprofit Organizations) (March 1982) (DOEPR 9-7.302-53 and OMB Circular A-124)

a. Definitions

- (1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code (USC).
- (2) "Subject Invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract.
- (3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

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- (4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) "Small Business Firm" means a small business concern as defined in Section 2 of Public Law 85-536 (15 USC 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standard for small business concerns involved in Government procurement, contained in 13 CFR 121.3-8, and in subcontracting, contained in 13 CFR 121.3-12, will be used.
- (6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 USC 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- (7) "Patent Counsel" means the Department of Energy (DOE) patent counsel assisting the DOE contracting activity.

b. Allocation of Principal Rights

The contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 USC 203. With respect to any subject invention in which the contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

c. Invention Disclosure, Election of Title and Filing of Patent Applications by Contractor

- (1) The contractor will disclose each subject invention to the Patent Counsel (with notification by the Patent Counsel to the Contracting Officer) within two months after the inventor discloses it in writing to contractor personnel responsible for the Administration of patent matters. The disclosure to the Patent Counsel shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public

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use of the invention, and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Patent Counsel, the contractor will promptly notify the Patent Counsel of the acceptance of any manuscript describing the invention or of any on sale or public use planned by the contractor.

- (2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Patent Counsel within twelve months of disclosure to the contractor; provided that in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title terminates sixty days prior to the end of the statutory period.
- (3) The contractor will file its initial patent application on an elected invention within two years after election, or if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure to the Patent Counsel, election, and filing, may, at the discretion of the Patent Counsel be granted.

d. Conditions When the Government May Obtain Title

- (1) The contractor will convey to DOE, upon written request, title to any subject invention:
 - (i) If the contractor fails to disclose or elect the subject invention within the times specified in (c) above, or elects not to retain title.
 - (ii) In those countries in which the contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (c) above but prior to its receipt of the written request of the Patent Counsel, the contractor shall continue to retain title in that country; or

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- (iii) In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Contractor

- (1) The contractor will retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the subject invention within the times specified in (c) above. The contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the contractor is a part and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE, except when transferred to the successor of that part of the contractor's business to which the invention pertains.
- (2) The contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 10 CFR 781. This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, DOE will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with 10 CFR 781, any decision concerning the revocation or modification of its license.

f. Contractor Action to Protect Government's Interest

- (1) The contractor agrees to execute or to have executed and promptly deliver to the Patent Counsel all instruments necessary to:

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- (i) Establish or confirm the rights the Government has throughout the world in those subject inventions for which the contractor retains title, and
 - (ii) Convey title to DOE when requested under (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
- (2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under this contract in order that the contractor can comply with the disclosure provisions of (c) above and to execute all papers necessary to file patent applications on subject inventions. The disclosure format should require, as a minimum, the information requested by (c) (1) above. The contractor shall instruct such employees through the employee agreements or suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to United States or foreign statutory bars.
- (3) The contractor will notify the Patent Counsel of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by the Department of Energy. The Government has certain rights in this invention".
- (5) The contractor agrees to:
- (i) Provide a report prior to the close-out of the contract listing all subject inventions;
 - (ii) Provide notification of all subcontracts under this contract for experimental, developmental, demonstration, or research work, the identity of the patent rights clause therein, and a copy of each subcontract upon request;

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(iii) Provide promptly a copy of the patent application, filing date, serial number, patent number and issue date for any subject invention in any country in which the contractor has applied for a patent.

g. Subcontracts

- (1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed in the United States by a small business firm or a domestic non-profit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) The contractor will include in all other subcontracts, regardless of tier for experimental, developmental, demonstration, or research work the patent rights clause required by 41 CFR 9-9.107-5(a) or 41 CFR Section 9-9.107-6 as appropriate, modified to identify the parties.
- (3) In the case of a subcontract at any tier, DOE, the subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause.

h. Reporting on Utilization of Subject Inventions

The contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as DOE may reasonably specify. The contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. To the extent data or information supplied under this section is considered by the contractor, its licensee or assignee to be privileged and confidential, and is so marked, DOE agrees that, to the extent permitted by 35 USC 202(c)(5), it will not disclose such information to persons outside the Government.

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i. Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances, domestic manufacture is not commercially feasible.

j. March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in OMB Circular A-124 to require the contractor, an assignee or exclusive licensee of a subject invention, to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that:

- (1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by federal regulations and such requirements are not reasonably satisfied by the contractor, assignee, or licensees; or
- (4) Such action is necessary because the agreement required by (i) of this clause has not been obtained or waived, or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

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k. Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a non-profit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions and which is not, itself, engaged in or does not hold a substantial interest in other organizations engaged in the manufacture or sale of products or the use of processes that might utilize the invention or be in competition with embodiments of the invention (provided that such assignee will be subject to the same provisions as the contractor);
- (2) The contractor may not grant exclusive licenses under United States patents or patent applications in subject inventions to persons other than small business firms for a period in excess of the earlier of:
 - (i) Five years from first commercial sale or use of the invention; or
 - (ii) Eight years from the date of the exclusive license^{ed} — excepting that time before regulatory agencies necessary to obtain premarket clearance, unless on a case-by-case basis, DOE approves a longer exclusive license. If exclusive field of use licenses are granted, commercial sale or use in one field of use will not be deemed commercial sale or use as to other fields of use, and a first commercial sale or use with respect to a product of the invention will not be deemed to end the exclusive period to different subsequent products covered by the invention;
- (3) The contractor will share royalties collected on a subject invention with the inventor; and
- (4) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education.

1. Communications

The DOE central point of contact for communications or matters relating to this clause is the Patent Counsel."

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(m) Clause 56, "Subcontracting Plan for Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" is changed as follows: ✓

(1) The title of the clause is changed to "Small and Disadvantaged Business Subcontracting Plan". ✓

(2) The opening language of paragraph (a) is changed to read:

"(a) The contractor agrees to comply in good faith with the Small and Disadvantaged Business Subcontracting Plan which is hereby incorporated in and made a part of this contract. In this connection, the contractor shall:"

(3) The opening language of paragraph (a)(6) is changed to read:

"(6) Notify the Contracting Officer before soliciting bids, quotations, or proposals on any subcontract (including purchase orders) in excess of \$100,000, if:"

(4) Paragraph (c)(9) is changed to read:

"(9) Submit reports of subcontracts to small and disadvantaged business concerns on such forms as may be specified elsewhere in this contract."

(n) Clause 58, Payment Due Dates And Invoice Requirements is hereby added:

"CLAUSE 58 PAYMENT DUE DATES AND INVOICE REQUIREMENTS (AL 82-15) (1982 Nov.)(Applicable to contracts or modifications thereto awarded on or after October 1, 1982 for new work, when payments are to be made via the public voucher or invoice process pursuant to Federal Procurement Regulations 1-7.202-4 or 1-7.402-3, as amended by DOE Procurement Regulations 9-7.202-4 or 9-7.402-3, all titled 'Allowable Costs, Fee and Payment'. Contracts financed and paid in total through the advance payment/letter of credit drawdown process are exempt from these implementing Prompt Payment Act requirements.) ✓

(a) Payments pursuant to the provisions of paragraph (c) of the Allowable Cost, Fee (if any) and Payment clause of this contract shall be due thirty (30) calendar days after receipt of a proper invoice or public voucher by the Government office designated in this contract for invoice receipt provided the amounts claimed are reimbursable in accordance with other provisions of that clause.

(b) Upon submission by the Contractor of a 'completion invoice' or 'completion voucher' to the Government office designated in this contract, payment of otherwise allowable costs and fees determined to

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be reimbursable pursuant to the Allowable Cost, Fee (if any) and Payment provisions of this contract shall be due thirty (30) calendar days after the Contracting Officer approves the completion invoice or voucher for payment.

- (c) Notwithstanding any other directions pursuant to paragraph (b) of the Allowable Cost, Fee (if any) and Payment provisions, Contractor invoices or public vouchers shall include the Contractor's name and invoice date; contract number; cost amounts by elements of cost and fee amounts, if any, claimed currently; cumulative amounts of costs by element of cost and fee amounts claimed from inception of the contract through the current period; total estimated contract cost amount, fee amount, total contract amount and fee amount not subject to contract specified withholding, as appropriate; other substantiating documentation or information required by the contract; and name (where practicable), title, phone number, office name and complete mailing address of responsible official to whom payment is to be sent." Invoices are to be sent to the following address:

U.S. DOE SF FINANCE DIRECTOR
SAN FRANCISCO OPERATIONS OFFICE
1333 Broadway, 5TH FLOOR
OAKLAND, CALIFORNIA 94612

- (o) Clause 59, "Payrolls and Basic Records" is hereby added:

"CLAUSE 59 PAYROLLS AND BASIC RECORDS

- (a) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (b) The records to be maintained under paragraph (a) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and subcontractors will permit such representatives to interview employees during working hours on the job.

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- (c) The Contractor shall insert paragraphs (a) through (c) of this clause in all subcontracts and shall require their inclusion in all subcontracts of any tier."
- (p) Clause 2, "Limitation of Cost" is deleted in entirety and the following new clause entitled, "Limitation of Cost (Cost-Sharing)" is added as follows:

"CLAUSE 2 LIMITATION OF COST (COST-SHARING)

- (a) It is estimated that the cost ^{to} ~~of~~ the Government for the performance of this contract (exclusive of any fee) will not exceed the estimated cost to the Government set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such estimated cost, to the Government plus the share of the cost of performance agreed to be borne by the Contractor, as set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs which he expects to be incurred in the performance of this contract in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated total cost to the Government and to the Contractor then set forth in the Schedule, or if, at any time, the contractor has reason to believe that the total cost for the performance of the contract (exclusive of any fee) will be greater or substantially less than the then estimated total cost thereof, the Contractor shall notify the Contracting Officer in writing to that effect, giving his revised estimate of such total cost for the performance of this contract.
- (b) Except as required by other provisions of this contract, specifically ~~and~~ ^{and} stated to be an exception ~~from~~ ^{to} this clause, the Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost to the Government set forth in the Schedule, and the Contractor shall not be obligated to continue performance under the contract (including actions under the Termination clause) or otherwise to incur costs in excess of the estimated total cost set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such estimated total cost has been increased and shall have specified in such notice a revised estimated total cost which shall thereupon constitute the estimated total cost of performance of this contract. The increase in such estimated total cost shall be allocated in accordance with the formula set forth in the Schedule governing such increases. No notice, communication, or representation in any other form or from any person other than the Contracting Officer shall affect the estimated cost to the Government

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of this contract. In the absence of the specified notice, the Government shall not be obligated to reimburse the Contractor for any costs in excess of the estimated cost to the Government set forth in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination. When and to the extent that the estimated total cost set forth in the Schedule has been increased, any costs incurred by the Contractor in excess of the estimated total cost prior to such increase shall be allowable to the same extent and in the same percentage as if such costs had been incurred after the increase; unless the Contracting Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

- (c) Change orders issued pursuant to the Changes clause of this Contract shall not be considered an authorization to the Contractor to exceed the estimated cost to the Government set forth in the Schedule in the absence of a statement in the change order, or other contract modification, increasing the estimated cost.
- (d) In the event this contract is terminated or the estimated cost not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract based upon the share of costs incurred by each."
- (q) Clause 3 "Limitation of Funds" is deleted in its entirety and the following new clause entitled "Limitation of Funds (Cost-Sharing)" is as follows:

"CLAUSE 3 LIMITATION OF FUNDS (COST-SHARING)

(The following clause automatically applies in lieu of Clause 2 - Limitation of Cost (Cost-Sharing) in the event, and only during such period of time, or times as funds are specifically designated or shown in the schedule as allotted pursuant to this clause.)

- (a) It is estimated that the cost to the Government for the performance of this contract will not exceed the estimated cost to the Government set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such estimated cost to the Government plus the share of the cost of performance agreed to be borne by the Contractor, as set forth in the Schedule.

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- (b) The amount presently available for payment by the Government and allotted to this contract, the items covered thereby, the Government's share of the cost thereof, and the period of performance which it is estimated the allotted amount will cover, are specified in the Schedule. It is contemplated that from time to time additional funds will be allotted to this contract up to the full estimated cost to the Government set forth in the Schedule, exclusive of any fixed fee. The Contractor agrees to perform or have performed work on this contract up to the point at which the total amount paid and payable by the Government pursuant to the terms of this contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) If at any time the Contractor has reason to believe that the costs which he expects to incur in the performance of this contract in the next succeeding 60 days, when added to all costs previously incurred, will exceed 75 percent of the total of the amount then allotted to the contract by the Government, plus the Contractor's corresponding share, the Contractor shall notify the Contracting Officer in writing to that effect. The notice shall state the estimated amount of additional funds required to continue performance for the period set forth in the Schedule. Sixty days prior to the end of the period specified in the Schedule the Contractor will advise the Contracting Officer in writing as to the estimated amount of additional funds, if any, that will be required for the timely performance of the work under the contract or for such further period as may be specified in the Schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the Schedule or an agreed date substituted therefor, the Contracting Officer will, upon written request by the Contractor, terminate this contract pursuant to the provisions of the Termination clause on such date. If the Contractor, in the exercise of his reasonable judgment, estimates that the funds available will allow him to continue to discharge his obligations hereunder for a period extending beyond such date, he shall specify the later date in his request, and the Contracting Officer, in his discretion, may terminate on that later date.
- (d) Except as required by other provisions of this contract specifically citing, and stated to be an exception, from this clause, the Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the amount from time to time allotted by the Government to the contract, and the Contractor shall not be

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obligated to continue performance under the contract (including actions under the Termination clause) or otherwise to incur costs in excess of the total of the amount then allotted to the contract by the Government plus the Contractor's corresponding share, unless and until the Contracting Officer has notified the Contractor in writing that the amount allotted by the Government has been increased and has specified in such notice an increased amount constituting the total amount then allotted by the Government to the contract.

To the extent the total of the amount allotted by the Government plus the Contractor's corresponding share exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. Any increase in such estimated cost shall be allocated in accordance with the formula set forth in the Schedule governing such increases. No notice, communication, or representation in any other form or from any person other than the Contracting Officer shall affect the amount allotted by the Government to the contract. In the absence of the specified notice, the Government shall not be obligated to reimburse the Contractor for any costs in excess of the total amount then allotted by the Government to the contract, whether those excess costs were incurred during the course of the contract or as a result of termination. When and to the extent that the amount allotted by the Government to the contract has been increased, any costs incurred by the Contractor in excess of the total of the amount previously allotted by the Government plus the Contractor's corresponding share shall be allowable to the same extent and in the same percentage as if such costs had been incurred after such increase in the amount allotted; unless the Contracting Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

- (e) Change orders issued pursuant to the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the amount allotted by the Government in the Schedule in the absence of a statement in the change order, or other contract modification, increasing the amount allotted.
- (f) Nothing in this clause shall affect the right of the Government to terminate this contract. In the event this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract based upon the share of costs incurred by each.

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- (g) In the event that sufficient funds are not allotted to this contract by the Government to allow completion of the work contemplated by this contract, the Contractor shall be entitled to that percentage of the fee set forth in the Schedule equivalent to the percentage of completion of the work contemplated by this contract."
- (r) Clause 3, "Allowable Cost, Fixed-Fee and Payment" is retitled "Allowable Cost and Payment" and the following changes thereto are made:
- (1) Insert the following sentence in lieu of the second sentence of paragraph (c) of the clause: "After payment of an amount equal to 80 percent of the Government's share of the total estimated cost of performance of this contract set forth in the Schedule, the Contracting Officer may withhold further payment on account of allowable cost until a reserve shall have been set aside in an amount which he considers necessary to protect the interests of the Government, but such reserve shall not exceed 1 percent of the Government's share of such total estimated cost or \$100,000 whichever is less."
- (2) In paragraph (e) delete the words "and any part of the fixed fee."

ARTICLE VII WAIVER OF FACILITIES CAPITAL COST OF MONEY

The Contractor is aware that facilities Capital Cost of money is an allowable cost but waives the right to claim it under this contract.

(Include the following Article when Government property is to be acquired.)

ARTICLE VIII CONTRACTOR-ACQUIRED GOVERNMENT PROPERTY

Pursuant to the clause entitled "Government Property", the Contractor is hereby authorized to acquire the property listed on Attachment _____ to this contract.

(Include the following Article when Government property is to be furnished.)

ARTICLE IX GOVERNMENT PROPERTY

Pursuant to the clause entitled "Government Property", the Contractor is authorized to use ^{on} a no-cost non-interference basis in the performance of this contract the Government furnished property listed on Attachment _____ to this contract.

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ARTICLE X SITE RESTORATION

DOE shall not have any obligation, monetary or otherwise, for site restoration upon completion of the scientific experiments.

ARTICLE XI PAYMENT METHODS

- (a) Payments due for amounts properly invoiced in accordance with the terms and conditions specified elsewhere in the contract shall be made either by Treasury check(s) payable to the Contractor or by electronic funds transfer(s) to a financial institution designated by the Contractor. The method of payment shall be determined by the Government at the time of payment in accordance with applicable Department of Treasury requirements.
- (b) After award but no later than fourteen (14) days before an invoice or bill is submitted for payment, the Contractor shall designate a financial institution for the receipt of electronic funds transfer payments hereunder; and provide the appropriate Government representative (Contracting Officer or financial official as determined by the Government) with the name of the designated financial institution, financial institution's or correspondent financial institution's 9-digit American Bankers Association identifying number, telegraphic abbreviation of such financial institution and account number at the designated financial institution to be credited with the funds.
- (c) In the event the Contractor during the performance of this contract elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the information as specified in paragraph (b) above must be received by the appropriate Government representative thirty (30) days prior to the date such change is to become effective.
- (d) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

STATEMENT OF WORK

shall cataloged,
operations, and be distributed,
and stored as instructed.

The contractor shall deepen an existing well, or drill a new well, in the Salton Sea geothermal area (see Section A, Introduction, for definition) of Imperial Valley, California, to test for a vertical extension of the present geothermal reservoir. Geological, hydrological, geophysical, geochemical, production and related data that will permit evaluation of the fluid-bearing zones as a geothermal energy source shall be obtained, recorded and interpreted to the extent needed for drilling and well completion. In addition, the well and the surrounding field controlled by the offeror shall be made available for scientific experiments, approved by the DOE program manager, for periods of time which cumulatively equal 30 days (assumed for planning purposes) during the deepening of the well and for a period of approximately one year or more upon reaching total depth, or for a longer period as mutually agreed by the parties. (These scientific experiments will be performed by another contractor or contractors and funded separately from the tasks listed in this Statement of Work). The effort, as a minimum, shall include the following tasks:

Task 1. Drilling

The contractor shall deepen an existing well or drill a new well to the "target depth". (See Section A for definition of "target depth"). The well shall have a diameter appropriate to assure accomplishment of project objectives. The well may result from the deepening of an existing geothermal well or the deepening of a new well scheduled for spudding no later than September 30, 1984. The well shall have the integrity required for testing potentially productive zones, for conducting various scientific experiments (see Task 6), and for obtaining accurate and relevant data.

Task 2. Data Acquisition

The contractor shall obtain and record appropriate geological, hydrological, geophysical, geochemical, and other data that will permit a comprehensive evaluation of the geothermal potential of the drilled interval and an understanding of the total hydro-geologic setting. Potential production zones, if encountered, may be tested to obtain appropriate geothermal data or may be sealed off for possible re-entry for later testing, as mutually agreed by the parties. Data should include appropriate geophysical well logs, and core and fluid samples taken as necessary to characterize the lithology and fluid properties, and all other data pertinent to evaluating the well as a geothermal exploratory or production well.

Task 3. Data Sharing

The contractor shall make available to DOE all data of the type described in Task 2 obtained from any previously drilled interval and similar data from any other wells and surveys on the drilled and nearby leases under the control of the contractor. Data considered proprietary should be clearly marked.

Task 4. Equipment, Materials, and Supplies to be Furnished by Contractor.

The contractor shall obtain all labor, equipment, materials and supplies required in the performance of the statement of work, except for labor, equipment, materials, and supplies required for scientific investigations to be conducted by other parties in the well (See Task 6). The contractor shall maintain well control equipment in good condition at all times, and shall use all reasonable means to control and prevent blow-outs and fires and to protect the well. Contractor shall keep and furnish to DOE an accurate record of work performed and a copy of delivery tickets covering any material or supplies provided by contractor.

Task 5. Fluid Disposal

The contractor shall dispose of all produced geothermal fluids, drilling fluids and other wastes. Disposal shall meet all applicable Federal, State, and Local rules and regulations. The contractor shall also establish a means of disposal that can be used during the ensuing scientific investigations.

Task 6. Scientific Investigations

The contractor shall make the well available to DOE for the performance of scientific investigations for periods of time during drilling which cumulatively equal 30 days (assumed for planning purposes) and for a period of approximately one (1) year or for a longer period as mutually agreed by the parties, from the date the well reaches total depth. The contractor shall provide support services for site security and safety and assist in accessing the well and disposing of fluid withdrawn during scientific investigations.

Task 7. Inspection System

The contractor shall provide and maintain an inspection system acceptable to the Government to ensure that all supplies and services necessary in performance of the Statement of Work conform to drawings, specifications, and contract requirements.

REPORTING REQUIREMENTS CHECKLIST

PURPOSE

A checklist to identify and communicate additional reporting requirements which are not otherwise set forth in the General Purpose clauses of DOE contracts and agreements. It will be included as part of the contract or agreement. This form will be completed for each proposed contract or agreement and can be modified as required in Special Instructions to adapt it to a specific situation.

INSTRUCTIONS

Item 1 - Enter the title as indicated in the Procurement Request, Interagency Agreement, or initiating memorandum.

Item 2 - Enter the identification number of the Procurement Request or Interagency Agreement, the date of the memorandum, and contract number after award.

Item 3 - Check spaces to indicate plans and reports required. For each reporting requirement checked, indicate frequency of delivery in column provided using one of the frequency codes shown.

3.A.1 Management Plan - The contractor's plan to manage the effort described in the statement of work or similar document. It will contain management methodologies, control systems, and procedures he will use. Includes milestones and other planning schedules, organizational identification and descriptions, and special and critical plans, such as test plans, plans for handling of Government owned property. Work breakdown structures, key personnel identification, and methods for monitoring progress toward objectives may be required.

3.A.2 Milestone Schedule and Status Report - The contractor's milestone schedule for all work breakdown structure items, line items, or deliverables specified in the contract. Updated periodically (usually monthly) with status, progress toward completion, and percent completion of each line item and of the total contract.

3.A.3 Cost Plan - A baseline plan for incurring costs on a contract or agreement to measure progress in terms of cost; update and forecast contract fund requirements; plan funding changes; and develop fund requirements and budget estimates.

3.A.4 Manpower Plan - A baseline plan to allocate manpower to each reporting category identified in the contract or agreement.

3.A.5 Contract Management Summary Report - A single-page graphic presentation of integrated cost, major milestones, and manpower for rapid visual analysis and trend forecasting.

3.A.6 Project Status Report - A periodic report to communicate to DOE management an assessment of contract status, to explain variances and problems, and to discuss any other areas of concern or achievements.

3.A.7 Cost Management Report - A periodic report of the status of costs compared to the Cost Plan. Data is used to: report actual and projected accrued costs; evaluate performance against plan; identify actual and potential problem areas; construct cost experience for projects and budgeting efforts; and, to verify the reasonableness of contractors' invoices.

3.A.8 Manpower Management Report - A periodic report of the status of actual and projected manpower expenditure against the Manpower Plan. Data is used to evaluate performance against plan; identify actual and potential problem areas; and to construct manpower experience for projections and planning efforts.

3.A.9 Conference Record - Documentation of the contractor's understanding of significant decisions, direction or redirection or required actions resulting from any meeting with DOE representatives.

3.A.10 Hot Line Report - A hardcopy report by the fastest means available, (TWX, etc) documenting critical problems, emergency situations, and important technical breakthroughs.

3.B.1 Notice of Energy R&D Project - A formatted, two-page report to provide information on unclassified DOE R&D projects for dissemination to the scientific, technical, and industrial communities and to the public. Also provides information to the Smithsonian Scientific Information Exchange.

3.B.2 Technical Progress Report - A formal, structured technical report, submitted periodically to communicate project results for dissemination to Government agencies, the scientific, technical and industrial communities and the public.

3.B.3 Topical Report - A special technical report prepared when a project has reached a point at which a major milestone or a significant phase has been completed, when unexpected results have been achieved, when it is logical to summarize results achieved, or when a new scientific or technological finding is deemed to warrant prompt publication.

3.B.4 Final Technical Report - Technical Progress Report reporting final results of DOE supported RD&D and scientific projects.

3.C PMS/Mini-PMS

1) Cost Performance Report (PMS Application)

Format 1 - Reports current period and cumulative budget, actual costs and earned value data by work breakdown structure elements. Identifies cost and schedule variances and provides contractor's estimate to complete comparisons to budgets.

Format 2 - Reports current period and cumulative budget, actual costs, and earned value data by contractor functional elements.

Format 3 - Provides periodic updating to the established performance measurement baseline. Incorporates authorized contract changes and internal re-planning into the performance measurement baseline.

Format 5 - Provides a narrative analysis of contract variances.

2) Cost Schedule Report (Mini-PMS Application) - Periodic, usually monthly, report of cumulative budget, actual costs and earned value by summary work breakdown structure elements. Identifies cost and schedule variances and provides contractor's estimate to complete comparisons to budgets.

3) System Description (PMS Application) - Contractor's description of the management control system to be used in performing contract work. Must address all elements of the PMS criteria.

4) Summary System Description (Mini-PMS Application) - Contractor's summarized description of the management control system to be used in performing contract work.

5) WBS Dictionary - Lists and defines work breakdown structure. For more detailed instructions see PMS Manual.

Frequency Codes - Each code must have an identified time period (i.e., As Required - 5 days after event occurrence). These time periods are suggested in the solicitation and negotiated at contract award.

Item 4 - Identify any special reporting requirements not indicated in Item 3 and/or qualifier, to those selected. (Use additional sheets as necessary.)

Item 5 - Check appropriate blocks.

Report Distribution List - A comprehensive informative listing of reports by frequency of submission, addresses and number of copies for each addressee.

Reporting Categories (level of detail) - An identification by WBS level of task elements for which reporting will be required by DOE.

Item 6 - Signature of person or persons preparing the checklist and the date prepared. Preparation is by person or persons responsible for preparation of Procurement Request or Statement of Work.

Item 7 - Signature of the person reviewing the checklist and date reviewed.

REPORTS DISTRIBUTION LIST

REPORT/PLAN	FREQUENCY	NUMBER OF COPIES	ADDRESS
A. PROJECT MANAGEMENT			
a. <input checked="" type="checkbox"/> Management Plan	XO	2,5	A,B
b. <input checked="" type="checkbox"/> Milestone Plan & Management Report	XO	2,5	A,B
c. <input checked="" type="checkbox"/> Cost Plan	XOYC	2,5,1	A,B,F
d. <input checked="" type="checkbox"/> Manpower Plan	XO		
e. <input checked="" type="checkbox"/> Contract Management Summary Report	M	2,5	A,B
f. <input checked="" type="checkbox"/> Major Milestone Status Plot			
g. <input checked="" type="checkbox"/> Technical Status Report	M	2,5,1	A,B,F
h. <input checked="" type="checkbox"/> Cost Management Report	M	2,5	A,B
i. <input type="checkbox"/> Manpower Management Report			
j. <input type="checkbox"/> Funds Reconciliation Report			
k. <input checked="" type="checkbox"/> Conference Record	A	2,5	A,B
l. <input checked="" type="checkbox"/> Hot Line Report	A	2,5	A,B
m. <input type="checkbox"/> PMS (Earned Value)			
B. TECHNICAL INFORMATION REPORTING			
a. <input type="checkbox"/> Energy RD&D Work - In Progress (SSIE)			
b. <input checked="" type="checkbox"/> Technical Progress Report			
c. <input checked="" type="checkbox"/> Topical Report	A	2,5,1,1	A,B,C,E
d. <input checked="" type="checkbox"/> Final Technical Report	FY	2,5,1,1	A,B,C,E
C. OTHER			
a. <input type="checkbox"/> Travel Plan			
b. <input checked="" type="checkbox"/> Small and Disadvantaged Business Subcontracting Report (330 C)	Q	2	D

A. DOE
Ray Wallace
GHT
Mail Stop 5G-946B
1000 Independence Avenue, S.W.
Washington, DC 20585

B. DOE
John Crawford
SAN/FGS
1333 Broadway
Oakland, CA 94612

C. DOE
Technical Information Center (TIC)
P.O. Box 62
Oakridge, TN 37830

D. DOE
Maurice Carcamo
SAN/CM
1333 Broadway
Oakland, CA 94612

E. DOE
SAN/Office of Patent Counsel
1333 Broadway
Oakland, CA 94612

F. DOE
SAN/Financial Management Division
1333 Broadway
Oakland, CA 94612

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

SUBCONTRACTING PLAN

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE: _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

1. a. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited:

i. Small Business concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.

ii. Small Disadvantaged Business concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1. a. i. above, as a subset.

b. The following dollar values correspond to the percentage goals shown in 1. a. above:

i. Total dollars planned to be subcontracted to small business concerns: \$ _____.

ii. Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____.
This dollar amount is included in the amount shown under 1. b. i. above, as a subset.

c. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$ _____.

d. The following principal products and/or services will be subcontracted under this contract, and the distribution among small and small disadvantaged business concerns is as follows:

1. d. (Continued)

(Products/services planned to be subcontracted to small business concerns are identified by an asterisk (*); small disadvantaged concerns by a double asterisk (**).

(NOTE: ATTACHMENTS MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

- e. The following method was used in developing subcontract goals (i.e., statement explaining how the product and service areas to be subcontracted were established; how the areas to be subcontracted to small and small disadvantaged business concerns were determined; and, how small and small disadvantaged business concerns' capabilities were determined. Include identification of source lists utilized in making those determinations).
-
-
-

- f. Indirect and overhead costs (check one) have been _____, have not been _____, included in the goals specified in 1.a. and 1.b.

- g. If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated as subcontracts to small business and small disadvantaged business concerns.
-
-
-

2. The following individual will administer the subcontracting program:

Name: _____

Title: _____

Address: _____

Telephone: _____ - _____ - _____

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- a. Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
- b. Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- c. Assuring inclusion of small and small disadvantaged concerns in all solicitations for products or services which they are capable of providing.
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business and small disadvantaged business concern participation.
- e. Ensuring periodic rotation of potential subcontractors on bidder lists.
- f. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- g. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- h. Attending or arranging for attendance of company counsellors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- i. Arranging for or conducting motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.

2. (Continued)

- j. Monitoring attainment of proposed goals.
- k. Preparing and submitting periodic subcontracting reports required.
- l. Coordinating contractor's activities during conduct of compliance reviews by Federal Agencies.
- m. Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.
- n. Additions to (or deletions from) the duties specified above are as follows:

3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts:

- a. Outreach efforts will be made as follows:
 - i. Contacts with minority and small business trade associations
 - ii. Contacts with business development organizations
 - iii. Attendance at small and minority business procurement conferences and trade fairs
 - iv. Sources will be requested from SBA's PASS system.
- b. The following internal efforts will be made to guide and encourage buyers:
 - i. Workshops, seminars and training programs will be conducted
 - ii. Activities will be monitored to evaluate compliance with this subcontracting plan.
- c. Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.

3. (Continued)

d. Additions to (or deletions from) the above listed efforts are as follows:

4. The bidder (contractor) agrees that the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontracts, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractor's facilities to review applicable records and subcontracting program progress.
5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals," contained in the contract.
6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:
- a. Small and Small Disadvantaged Business concern source lists, guides and other data identifying small business and small disadvantaged business vendors.
 - b. Organizations contacted for small and disadvantaged business sources.

6. (Continued)

- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000; indicating on each solicitation: 1) whether small business concerns were solicited, and if not, why not; 2) whether small disadvantaged business concerns were solicited, and if not, why not; and 3) reasons for the failure of solicited small or small disadvantaged business concerns to receive the subcontract award.
- d. Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.
- e. Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.
- f. On a contract-by-contract basis, records to support subcontract award data to include name and address of subcontractor.
- g. Records to be maintained in addition to the above are as follows:

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Plan Accepted By: _____
Contracting Officer

Date: _____

NOTE TO CONTRACTING OFFICER: Upon incorporation of a plan into the contract, indicate herein the estimated dollar value of the contract:

\$ _____