

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NO.	PAGE 1 OF 21	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				5. SOLICITATION NO. GS-00P-99-BSD-0117	6. SOLICITATION ISSUE DATE February 17, 1999	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.				
7. FOR SOLICITATION INFORMATION CALL			a. NAME Lindsey C. Lee, Contracting Officer	b. TELEPHONE NO. <i>(No collect calls)</i> (202) 501-2291	8. OFFER DUE DATE/LOCAL TIME March 16, 1999, 4:30 pm est.	
9. ISSUED BY General Services Administration Energy Center of Expertise (PNU) 1800 F Street, NW, Room 2301 Washington, DC 20405			CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 4911 SIZE STD: 4 million MWhrs	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See Block 9 Address - Deliver to: 1800 F Street NW, Room 2301 Washington, DC 20405			CODE	16. ADMINISTERED BY Environmental Protection Agency 1337 South 46 th Street Richmond, California 94804		
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U. S. Environmental Protection Agency Region 9 Laboratory 1337 South 46 th Street Building 201 Richmond, California 94804-4698			
TELEPHONE NO.			<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	See SUBMISSION REQUIREMENTS - PRICING SECTION C.1		1.7 mil. (est.)	kWh		
	TOTAL					
<i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA DCN# 990HLP007 Account No. 99T09HA0303G (70%) DCN# 9909HLP007 Account No. 9900B09HA0303G (30%)				26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>			29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/>	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Standard Form 1449 - Continued

BLOCK 10. Offers will be evaluated by adding a factor of ten percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment. For details regarding the application of the evaluation adjustment, see subpart 52.219-23 of the Federal Acquisition Regulation. The Small Business Size Standard for an electricity utility provider is 4 million mWh. Any utility supplier with sales exceeding this standard for three continuous calendar years is considered a large business for the purposes of this procurement.

□□□□**ALL QUESTIONS MUST BE SUBMITTED IN WRITING AND CAN BE SENT VIA:
ELECTRONIC MAIL AT lindsey.lee@gsa.gov OR BY
FACSIMILE TO THE ATTENTION Lindsey Lee at (202) 219-7680**

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A.1 GENERAL

The General Services Administration (GSA) is requesting proposals for electricity generated from 100% renewable generation sources, to be supplied to the Environmental Protection Agency (EPA) Laboratory located at 1337 South 46th Street, Building 201, Richmond, California. Proposals shall be for firm electricity, including firm transmission and distribution, as well as all ancillary services associated with a full requirements offering. The successful offeror (i.e. Contractor) will supply such electricity for thirty-six (36) successive billing cycles for the account. The expected initial delivery of renewable energy is scheduled for the May 1999 billing cycle. The contract length will be a total of thirty-six (36) complete billing cycles with a one (1) thirty-six month renewal option period.

- (a) All electricity ordered by the EPA shall be considered firm and guaranteed for delivery by the Contractor to the Delivery Point. The Contractor shall be liable for any and all penalties assessed to the EPA for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariffs of the interstate transmitting utility(ies) (if source of electricity is outside of California), the California Independent System Operator and the Pacific Gas and Electric Company (PG&E).

A.2 DELIVERY POINT

The "Delivery Point" for such electricity shall be the meter of the EPA Laboratory located at 1337 South 46th Street, Building 201; Richmond, California. The Delivery Point shall be where the facility takes title to the electricity.

A.3 BUNDLED SERVICE

The Government desires to have a single contract for all the services previously included in a fully regulated, bundled electric product. Therefore, this contract shall cover all electricity services, including those that will continue to be provided by PG&E. It shall be the Contractor's responsibility to coordinate with PG&E as necessary to resolve issues related to PG&E's regulated services and to ensure the reliable provision of electricity to the EPA facility.

Metering and billing services shall continue to be provided by PG&E. The EPA will purchase a meter and have it installed by PG&E.

A.4 NOMINATING AND BALANCING RESPONSIBILITIES

It is the Contractor's responsibility to conduct all required nominations on behalf of the EPA. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both PG&E and the interstate/intrastate transmission utilities. The renewable portion of this contract shall abide by the one year settlement period specified by the California Energy Commission disclosure regulations. Any costs and/or penalties associated with the managing and delivery of the renewable energy will be borne by the Contractor.

A.5 CREDIT FOR DEFAULT SERVICE

If at any time (unless under a condition of Force Majeure) the EPA Lab is forced to accept default service from PG&E serving in its capacity as the utility supplier of last resort, the Contractor shall be responsible for payment of any additional service costs incurred.

A.6 RISK OF LOSS

Risk of loss of electricity supplied under this contract shall remain with the Contractor until, and shall pass to the Government upon, delivery of said electricity to the Delivery Point of the EPA facility.

A.7 PROTECTION OF CONTRACT INFORMATION

The Government will take the necessary and usual steps to maintain the confidentiality of information submitted by Offerors prior to award of the contract. The Contractor is advised that the Government will make the awarded contract price publicly available for the full contract period.

A.8 PAYMENT AND BILLING

For the purposes of this contract, the Government shall pay the Contractor through monthly utility bills rendered by PG&E for the EPA account in accordance with PG&E's billing procedures which are fully regulated by the California Public Utility Commission (CPUC). This bill shall encompass ALL applicable charges and credits for the delivered electricity (generation, transmission, distribution, and adjustments). Payment shall be in accordance with FAR 32.9 (Prompt Payment), including the clause at 52.232-25. If payment is to be made by electronic funds transfer, the provisions of FAR 32.11 (including the clause at 52.232-33) shall apply.

It shall be the Contractor's responsibility to understand the specific details regarding PG&E's requirements for billing. The Contractor shall ensure that the data that is normally provided to full service customers appears on the bill. It shall also be the Contractor's responsibility to ensure that proper reimbursement for electricity delivered to the Delivery Point is obtained from PG&E in accordance with applicable procedures of the CPUC.

A.9 ANTI-DEFICIENCY

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341(a)(1)), nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of the contract or to involve the Government in an obligation for the future expenditure of moneys before an appropriation is made.

A.10 RENEWABLE POWER

The EPA would like to take advantage of the opportunity to reduce the environmental impact of their electricity consumption at the EPA Richmond, CA laboratory by choosing an electricity supplier that provides 100% renewable power. For the purposes of this contract, renewable power is defined as biomass, solar thermal, photovoltaic, wind, geothermal, small hydropower of 30 megawatts or less, digester gas and landfill gas. This is the definition for "renewable electricity generation technology" contained in California Public Utilities Code 383.5, but excludes waste tire and municipal solid waste generation technologies. In the case of a tie, priority will be given to renewable power from "New" renewable generation facilities. "New" facilities are those which became operational on or after September 23, 1996, per California law.

A.11 GREEN-e REQUIREMENTS

Green-e certification, including strict adherence to the Green Power Board's Code of Conduct (see Exhibit 1) is the minimum standard for this contract. This is the most efficient way for the EPA to ensure that the Contractor is adequately fulfilling its obligation to provide green power, as specified in this contract. The Contractor's product must be Green-e certified within 45 days of contract award. Failure to obtain the Green-e certification, failure to deliver 100% renewable energy, as measured by the one year settlement period described in Section A.4, or the loss of the Contractor's Green-e certification shall be grounds for Termination for Cause. The Contractor's liability to the EPA under a Termination for Cause shall be the cost of procurement, as well as any incidental or consequential damages incurred as a result of the termination.

Green-e requirements can and do change from year to year. Contractors will be expected to meet all new Green-e requirements, including the requirement that a percentage for renewable generation come from "new" sources (see Exhibit 2).

If the Green-e brand name ceases to exist, the Contractor shall be responsible for submitting to the Contracting Officer or his Authorized Representative a report that includes all the information specified in the Green-e Code of Conduct, Section VI Product Substantiation. The report shall be accompanied by a signed affidavit attesting to the

accuracy of the report. If the Contractor knowingly renders erroneous information, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract for cause.

A.12 CONTRACT ADMINISTRATION

After award, this contract shall be administered by the EPA Laboratory in Richmond, California. The Contracting Officers Representative (COR) for the administration of this contract is:

Ms. Jennifer Mann
Environmental Protection Agency
1337 South 46th Street
Richmond, CA 94804

Telephone: (510) 412-2314
Facsimile: (510) 412-2304
Email: mann.jennifer@epamail.epa.gov

A.13 YEAR 2000 COMPLIANCE

Due to the fact that this contract will require date/time processing involving dates subsequent to December 31, 1999, the Contractor shall:

(a) Certify with its offer that the information technology systems required for performance of this contract are Year 2000 compliant; or

(b) Upgrade the information technology systems required for performance of this contract to be Year 2000 compliant prior to the earliest date on which the information technology may be required to perform date/time processing involving dates later than December 31, 1999. The Contractor shall certify to the Government when such compliance is achieved.

- (c) **FAR 52.216-22 Indefinite Quantity (10-95)**
 [Reference FAR 16.506(e)]

B.2 CLAUSES IN FULL TEXT

FAR 52.212-2 Evaluation-Commercial Items (10-97)
 [Reference FAR 12.301(c)]

- (a) The Government will award a contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **Price and Technical Capability.**
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all the options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
 (End of provision)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (10-98)
 [Reference FAR 12.301(b)(4)]

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-10, Reserved.
- (3) 52.219-8, Utilization of Small Business Concerns and Small disadvantaged Business Concerns (15 U.S.C. 637 (d)(4)).
- (4) 52.219-9, Small, Small Disadvantaged and women Owned Small Business Subcontracting plan (15 U.S.C. 637 (d)(4)).
- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Public Law 103-355, section 7102, and 10 U.S.C. 2323 (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23
- (7) 52.222-26, Equal Opportunity
- (8) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (9) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (10) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (11) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).
- (12) 52.225-9, Buy American Act-trade Agreements Act-Balance of Payments Program (41 U.S.C. 10).

- _____ (13) [Reserved]
- _____ (14) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- _____ (15) 52.225-19, European Union Sanction for Services (E.O. 12849).
- _____ (16)(i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- _____ (16)(ii) Alternate I of 52,225-21.
- _____ (17) 52,239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- _____ (18) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996.)
- (End of clause)

FAR 52.233-2 Service of Protest (8-96)
 [Reference FAR 33.106]

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

Lindsey C. Lee
Contracting Officer
GSA
Energy Center of Expertise (PNE)
1800 F Street, NW, Room 2301
Washington, DC 20405

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

FAR 52.241-2 Order of Precedence--Utilities. As prescribed in 41.401(c)(1), insert a clause substantially the same as the following:

ORDER OF PRECEDENCE—UTILITIES (FEB 1995)

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

(End of clause)

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Firm Indexed Price. Offerors shall provide a fixed price bid, that is indexed to the EPA's current Full Service Schedule tariff, for electricity delivered to the Delivery Point. This price shall remain constant for the term of this contract.

Fixed Percentage of Full Service Schedule

□ □ □ . □ □ □ □ (to 4 decimal places) for Basic Contract Term

* For the purposes of this contract, current Full Service Schedules are those terms and conditions or Service Classifications now on file, or that will be on file during the term of this contract, with the CPUC under which PG&E provides bundled service to retail customers within its service territory, as may be modified or superseded from time to time during the term of the contract.

Offeror Defined Pricing. Offerors may propose alternate pricing approaches that the Government may find advantageous. Alternative offers must detail their advantages and value to the Government in terms understandable within a business context.

Notes and Instructions to Offerors Regarding Pricing

(1) The quantities shown in Exhibit 3 and Attachment 1 are estimated load requirements at the facility's meter and are based upon the best information available to GSA. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time period. Such estimates are being furnished for information purposes, and for computation of prices. The Government will not be penalized in any way for implementing energy efficiency measures that result in reduced load requirements. Since it is impossible to determine the precise quantities described in this solicitation that will be needed during the contract term, the Contractor shall be obligated to furnish all of the facility's electric requirements to the Delivery Point during the term of this contract.

(2) All costs to the EPA up to the Delivery Point are to be included in the price submitted above. This includes but is not limited to all applicable taxes and duties, fees, coordination costs, transmission charges, competition transition charges, public purpose programs and nuclear decommissioning charges etc. Specific adjustments which are not part of the Full Service Schedule shall be listed separately (such as connection costs, conservation incentives, rebates from the Renewables Fund, etc.)

(3) The EPA will pay for energy delivered to the Delivery Point specified herein. The Contractor will be responsible for all nominations and imbalance procedures and costs. Any costs or penalties incurred by Contractor's failure to deliver, nominate or balance will be the responsibility of the Contractor.

(4) Electric accounts of the Federal Government are exempt from local and State sales taxes.

C.2 EVIDENCE OF TECHNICAL CAPABILITY

(a) General: Due to the critical nature of the electricity procured under this solicitation, the ability of the offeror to follow through on the commitments made in this contract is crucial. Offerors are required to submit the information

outlined below so that the Government may make a determination of capability without requesting additional information from an offeror. The Contracting Officer reserves the right to request additional information not outlined below, if required.

(b) Qualification: To substantiate meeting general and special capability criteria, the offeror must submit evidence that they possess the following minimum qualifications:

(1) Evidence that they are registered by the California Energy Commission to sell renewable electric service and that the offer is consistent with State law governing the provision of electric utility service, including state utility commission rulings and electric utility franchise or service territories established pursuant to State statute, regulation, or territorial agreements [FAR 41.201(d)].

(2) Evidence that the offeror possesses, at a minimum, one year of experience (within the past two years) providing electricity to wholesale and/or retail customers at the time of contract award. To document this experience, the offeror shall submit the contact person, company name, and phone number of the 10 largest wholesale/retail electric customers of the last six months.

(3) The offeror must possess, or demonstrate the ability to obtain, transmission service agreements (network or point to point) in the offeror's name for the delivery of the energy to the Delivery Point of this contract.

(4) The offeror must include in its offer how it plans to supply ("supply plan") the energy required by this contract to the subject Delivery Point. Supply plans must include power source(s), power path(s), and address the issue of mitigation of transmission congestion. The supply plan shall also include a listing of the renewable electrical generation capacity that will originate from "old" sources and the amount of generation capacity that will be "new" sources as defined by California law. If the "new" renewable generation will be added after the contract start date, include the estimated on-line date for that generation.

(5) The evidence of capability required by the above is in addition to the general responsibility criteria set forth in FAR 9.104. In addition, the Government may conduct pre-award surveys in accordance with FAR 9.106 in order to obtain, from available sources, relevant information concerning the offeror's ability to satisfy the standards stated in FAR 9.106.

C.3 OFFEROR ACKNOWLEDGEMENT

By checking off the following, the offeror acknowledges understanding of the Government's requirements:

- Monthly bills will include all costs of delivery, including the costs associated with the services provided by PG&E, as well as any adjustments.
- The Offeror has referred to the GSA website and has verified that all contract amendments have been received and are thoroughly understood. The GSA website is located at <http://www.gsa.gov/pbs/xu/contracts.htm>.

C.4 REPRESENTATIONS AND CERTIFICATION

The offeror is advised that the following items **must** be executed in Clause 52.212-3 (Pages 12-15) of this RFP plus any other item(s) which may apply.

ITEMS: (b)(1), (b)(2), (c)(1), (c)(2), (c)(3), (d)(2), (d)(3), (h)(1), and (h)(2)

C.5 SUBMISSION OF PROPOSALS

Offerors must submit 1 original and 2 copies of the entire proposal, which includes both the offeror's pricing and evidence of responsibility. Proposals must be marked as RFP GS-00P-99-BSD-0117. Proposals must be received no later than 4:30 p.m. on March 16, 1999. Proposals must be sent to the following address:

General Services Administration
Energy Center of Expertise
1800 F Street, NW Room 2301
Washington, DC 20405
Attn: Lindsey C. Lee, Contracting Officer

**□□□□□□ OFFERORS ARE CAUTIONED THAT THE RECEIPT OF ALL AMENDMENTS MUST BE
ACKNOWLEDGED WITH OFFEROR'S PROPOSAL.**

D.1 PRICE EVALUATION

- A. The price of the delivered electricity shall be indexed to the current PG&E Full Service Schedule tariff. The lowest Firm Indexed Price shall be deemed the most advantageous to the Government. Index shall be presented as follows: 1_._._._ (to four decimal places)
- B. Offeror Defined Pricing, as defined and described by the offeror, will be compared to the Index price as presented in D.1.A. above to determine if it is advantageous to the Government. It is the sole responsibility of the offeror to explain the economic benefits of its offer.

D.2 DETERMINATION OF RESPONSIBILITY

Following the determination of the lowest priced proposal(s), the Government shall make a determination as to whether the offeror proposing the lowest priced proposal is responsible in accordance with the FAR at 9.104. Instructions regarding the Government's determination of responsibility are contained in the Evidence of Responsibility portion of this solicitation. If the offeror offering the lowest priced proposal(s) is found to be responsible, then that offeror shall be deemed eligible for award of the contract. In the event the offeror offering the lowest priced proposal is found to be not responsible, then that offeror shall not be considered for award and the next lowest priced offer shall be in line for award pending a responsibility determination.

D.3 BASIS FOR AWARD

In accordance with the price evaluation process outlined in D.1 and D.2 of this Section, the Government intends to award the contract to the lowest priced offer received from an offeror that is responsible and meets the solicitation's minimum qualifications. In the event two offerors submit the lowest price, the contract will be awarded to the offeror with the greatest amount of "new" (placed in service after September 23, 1996) renewable resource generation, in kWh, that is identified in the supply plan. Award may be made without negotiation of proposals. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a price, capability, and responsibility standpoint.

D.4 POST AWARD REQUIREMENT FOR SMALL BUSINESS SUBCONTRACTING PLAN

Depending upon the total dollar value of the resultant awarded contract and the size status of the Contractor, the Contractor may be required to submit a subcontracting plan for small businesses in accordance with FAR Clause 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996). A subcontracting plan for small, small disadvantaged and women-owned businesses will require a large business concern to develop a strategy to utilize disadvantaged business categories in the performance of the contract. Utility companies that have submitted and received approval of a commercial products subcontracting plan are exempt from this requirement. If required, the Contractor's plan must be submitted within two (2) weeks of the award of this contract.

FAR 52.212-3

Offeror Representations and Certification-Commercial Items (1-97)

[Reference FAR 12.301(b)(2)]

(a) Definitions. As used in this provision:

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

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

“Small disadvantaged business concern” means a small business concern that—

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by a economically disadvantaged Indian tribe or native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

“Women-owned small business concern” means a small business concern—

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

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

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

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M.)

(1) Taxpayer Identification Number (TIN).

TIN: _____

____ TIN has been applied for.

____ TIN is not required because:

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

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of a Federal, state, or local government;

____ Other. State basis. _____

(2) Corporate Status.

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

____ Other corporate entity;

____ Not a corporate entity;

____ Sole proprietorship

____ Partnership

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

(3) Common Parent

____ Offeror is not owned or controlled by a common parent:

____ Name and TIN of common parent:

Name _____
TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

(2) Small disadvantaged business concern. The offeror represents that it _____ is, _____ is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it _____ is, _____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Avg. Annual Gross Revenue</u>
____ 50 or fewer	____ \$1 million or less
____ 51 - 100	____ \$1,000,001 - \$2 mil
____ 101 - 250	____ \$2,000,001 - \$3.5 mil
____ 251 - 500	____ \$3,500,001 - \$5 mil
____ 501 - 750	____ \$5,000,001 - \$10 mil
____ 751 - 1,000	____ \$10,000,001 - \$17 mil

___ Over 1,000 ___ Over \$17 million

(7) Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either—

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Certifications and representations required to implement required to implement provisions of Executive Order 11246—

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)—

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that —

(i) It ___ has, ___ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in section 201 of Executive Order 11114; and

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

(3) Affirmative Action Compliance. The offeror represents that--

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor.

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

on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act—Trade Agreement—Balance of Payment Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled “Buy American Act –Trade Agreements—Balance of Payment Program”) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in Section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as “designated or NAFTA country end products” as those terms are defined in the clause entitled “Buy American Act—Trade Agreements—Balance of Payments Program”:

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as “Caribbean Basin country end products” as that term is defined in the clause entitled “Buy American Act—Trade Agreements—Balance of Payments Program”:

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act-North American Free Trade Agreement Implementation Act - Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled “Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program,”

and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded end Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic of NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end products listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals ___ are, ___ are not presently debarred, suspended, proposed for

debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

(End of provision)

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

_____ Black American

_____ Hispanic American

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

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

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

_____ Individual/concern, other than one of the preceding.

(i) 52.241-1 Electric Service Territory Compliance Representation. As prescribed in 41.501(b), insert a provision substantially the same as the following:

ELECTRIC SERVICE TERRITORY COMPLIANCE REPRESENTATION (FEB 1995)

(a) The Offeror represents as part of its offer that the Offeror's sale of electricity is in accordance with the terms and conditions of this solicitation and is ___ is not ___ consistent with Section 8093 of Public Law 100-202.

(b) The Offeror's supporting rationale is as follows

(End of provision)

Exhibit 1

The Green-e Renewable Electricity Branding Project

-- CODE OF CONDUCT --

DRAFT VII

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I. PREAMBLE

Creating environmentally preferable electricity services and products provides customers with choices that make a positive difference in the environment, encourages the development and deployment of clean renewable energy technologies, and opens exciting new market opportunities for entrepreneurs in the energy sector. In order to realize this potential, and to maintain and improve customer confidence, power marketers must provide customers with easily understood information about their electricity products and services, and adhere to the highest standards of professionalism in business practices. Signatories of this Code of Conduct pledge to abide by the standards reflected in this Code, and to cooperate with the Green Power Board in ensuring that these standards are effective in providing customers information about environmentally superior services and products in competitive electricity markets.

All power marketers committed to providing electricity supply from renewable resources, as defined by this Code of Conduct, are eligible to become signatories to the Green Power Board’s Code of Conduct. In addition to signing the Code, power marketers providing a product that reflects over 50% renewable electricity supply are eligible to use the Green-e assuming they meet additional eligibility requirements. Marketers with a product that reflects less than 50% renewable electricity content, but more than that contained in system power (to the nearest higher 10% increment), may sign the Code of Conduct and have the product verified. However, such products may not display the Green-e Brand, which is reserved for products that meet the minimum criteria listed below.

Environmental performance is at the heart of the classification of electric generation technologies as “environmentally preferable.” The Green Power Board has adopted a definition for renewable energy primarily based upon the existing law in states where the program is active. In addition, the Board is committed to developing and incorporating a new renewable energy supply requirement, improved emissions and other environmental performance standards and introducing a standard for low-impact hydro electric generation technologies over time. The Board anticipates that any substantive changes made to the Code of Conduct will be done with the advice of marketers and generators, and that most changes will be made on a prospective basis. The content of the Code of Conduct could also change to be consistent with changes in state and federal laws and regulations.

II. MISSION STATEMENT

The Green Power Board seeks to:

1. Bolster customer confidence in the reliability of retail electricity products reflecting renewable energy generation.
2. Expand the retail market for electricity products incorporating renewable energy, including expanding the demand for new renewable energy generation.

3. Provide customers clear information about retail “green“ electricity products to enable them to make informed purchasing decisions.
4. Encourage the deployment of electricity products that minimize air pollution and reduce greenhouse gas emissions.

III. DEFINITIONS

Eligible Renewable Resource Facility: A certified project generating electricity from a renewable resource.

Eligible Renewable Resource Product: A “green” electricity product that meets the following conditions:

- i) obtains at least 50% of its total electricity supply from “eligible renewable resource facilities;”
- ii) the non-renewable generation component of an eligible product must have an emissions rate per kWh for SO₂, NO_x, and CO₂ that does not exceed the average emissions rates for the fossil portion of system power; moreover, in no event may the total fossil emissions from an eligible product exceed the average system power emissions rate;
- iii) the product does not include nuclear power other than what is contained in any system power purchased for this product.

In addition, within one year from the initiation of this program, the Green Power Board will create a standard that includes a requirement for “new” renewable resource power supply (i.e., the generation of new “renewable” kilowatt hours that were not previously available in the marketplace) and low-impact hydro standard. These standards will be prospectively incorporated into the minimum criteria, and will be periodically reviewed and adjusted by the Board as necessary to meet the goals of this program.

Finally, it is the intent of the Green Power Board that the total emissions from an eligible renewable facility using waste fuel be a net emissions benefit. To achieve this, the total emissions from an eligible renewable facility using waste biomass fuel must be less than the emissions from the most common alternative method for disposing of that fuel plus the emissions associated with producing an equivalent quantity of system power. We do not anticipate a problem in this area, but the Green Power Board reserves the right to develop an official standard of this type in the future and verify compliance if necessary.

Eligible Retail Customers: Customers who satisfy their total external electricity need (i.e., power not generated on-site) from an “eligible renewable resource product.”

Environmentally Superior Product: A product that reflects 1) a greater proportion of renewable energy and 2) lower emissions per kilowatt hour of SO_x, NO_x, and CO₂ than system power.

Fossil Resources: Electric generation using natural gas, oil, coal, or petroleum coke or other petroleum based fuels.

Green Power: This term is synonymous with “eligible renewable resource product.”

Green Power Board (Board): The Governing Board for this project (see Attachment COC-A -- Governance Policies). The Board meets twice annually as a full board, and may convene meetings in subcommittee as necessary.

Green-e Brand: The certification mark, registered and owned by the Center for Resource Solutions, representing an electric power product conforming with and used in conformance with the requirements of this Code.

Green-e Certified Supplier: An electric power product supplier who has agreed to abide by the Code of Conduct and who sells products conforming with Board standards, including a minimum renewable resource content not less than the next 10% increment greater than the renewable resource content of system power. Board certified providers may not use the Green-e Brand in conjunction with any product unless the product reflects not less than 50% of its energy supply from renewable resources and meets the additional eligibility requirements.

Net System Power: Mix of electricity fuel source types based upon governmental reporting and record collection activities for electricity generation source that are not disclosed or marketed as specific purchases.

New Renewable Resource Power: Energy generated by a certified renewable resource facility that was not available in the marketplace prior to January 1, 1997 (either through a utility contract or otherwise). Examples: Power generated in excess of that provided for in a utility interconnection agreement/utility power purchase agreement; increased energy capacity resulting from re-powering a renewable resource facility; or power generated by a renewable resource facility not operational (not selling into the grid) prior to 1997.

Product: Under the Green-e Program a product is defined as a mix of specific purchase and possibly system power resources offered to consumers that conforms to the Program's resource content and emissions guidelines. Pricing variations that do not change a given product's resource mix, SO_x, NO_x, or greenhouse gas emissions, do not constitute different products.

Renewable Resources: Technologies using biomass (including waste-to-energy and land-fill gas); geothermal; small hydro-electric (≤ 30 MW); solar; wind or ocean-based renewable resources to generate electricity. This definition may be modified upon recommendation of a state or regional stakeholders advisory group establishing the Green-e Program. In California, the definition is intended to be consistent with California Resources Code Section 2805, Article 7, 381.b.3, and PURPA's relevant "technology definitions." In Pennsylvania, the definition of biomass excludes municipal waste incineration, coal and other fossil fuel incineration, and tire incineration. The Pennsylvania definition also includes use of approved energy efficiency measures (see "*Green-e Energy Efficiency Option: Marketer Guidelines*"). In all cases, the definition applies unless and until more rigorous standards are adopted by the Board.

Secondary Use of the Brand: Secondary use of the Brand includes any and all uses of the Brand by eligible retail customers, whether in advertising, public display or otherwise. Secondary use requirements are provided in the Green-e Compliance Review Procedures, Attachment C ("*Green-e Logo Use Standards and Guidelines: Large Customers*").

Specific Purchases: Electricity transactions which are traceable to specific generation sources by an auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity source claimed has been sold once and only once to retail consumers.

Supply: Specific purchases of power reflected in the product produced for ultimate sale and sold over the electric grid. This Code does not intend to assert that products reflect an actual physical relationship between electrons generated at a particular facility and those used by a particular customer.

IV. ETHICAL GUIDELINES

The following ethical guidelines, policies for censure, data for verification, and required customer contract information apply to a participating company's non-eligible products as well as their to eligible products.

Each company wishing to use the Green Power Board Brand (Green- \mathcal{E}) or to claim status as a Green Power Board Certified Supplier agrees to do the following:

1. Provide all customers, at the time of subscription, a one page summary of contract information (using the adopted format and guidelines) written in clear, simple and easily understood terms.
2. Provide a disclosure statement to prospective customers that lists (using the standard format provided) the resources from which the electricity in the product being marketed will be generated (prospective disclosure). The resource disclosure statement shall be provided with any mailed marketing materials, before switching a customer and once per year thereafter. If applicable, this information will also be posted on the company's website. The proposed format of the disclosure statement is listed in Attachment COC-B; in California, the final format will remain consistent with implementation of state of California disclosure requirements.
3. Provide customers with an annual report that includes data on the resources used to generate the past year's electricity purchased by the customer (historic disclosure - format consistent with Attachment COC-B).
4. Provide the Center for Resource Solutions with the information necessary to substantiate the portfolio electricity sources and air emission content required for program eligibility.
5. Agree to sell retail renewable energy only once and, in the case of a reseller that purchases a wholesale product for retail sale, to take reasonable measures, to ensure that suppliers (if different from the marketer) also do not sell renewable energy more than once.
6. Environmental marketing claims used in advertising will be factually based (and be objectively verifiable to the extent technically possible) and:
 - Be sufficiently clear and prominent to prevent deception;
 - Not represent that customers are actually delivered electrons from specific generation facilities;
 - Not overstate environmental attributes or benefits, expressly or by implication; and
 - Present comparative claims in a manner that makes the basis for the comparison sufficiently clear to avoid customer deception.
7. Disclose information, but not make specific claims about the attributes of system power purchased as part of an electricity product.
8. Use the Green-e Brand (Green-e) only in compliance with the Brand usage standards and guidelines outlined in the contract under "Use of Logo" and in accordance with the

Green-e Compliance Review Procedures, Attachment B (“*Green-e Logo Use Standards and Guidelines: Power Marketers*”), including using the specified artwork and colors as indicated. Violators of the usage standards and guidelines can lose their eligibility to use the Green-e upon action by the Board.

9. Submit to the Board only applications from “eligible retail customers,” as defined above, for licensed secondary Brand use.
10. Notify customers and the Green Power Board annually if/when an eligible product does not meet its eligibility requirements (e.g., if the renewables fraction is reduced by over 5 percent even after the four month remedy period) and:
 - i) allow the customer the option of canceling the service if the product reflects a lower renewable content than that for which they have contracted;
 - ii) provide the Center for Resource Solutions with the information required to substantiate claims for new product supply elements; and
 - iii) if this change results in a product that does not meet threshold criteria, notify customers that this product is no longer eligible to use the Green-e Brand.

V. GUIDELINES FOR PRESENTING CUSTOMER TERMS OF SERVICE INFORMATION

A summary of primary contract terms and provisions will be provided to potential customers so they have information for making informed decisions. A format for this summary sheet is provided in the Green-e Compliance Review Procedures, Attachment A (“*Price, Terms, and Conditions of Service*”). The Green Power Board will coordinate with appropriate regulatory officials to ensure that the content and format of this information is compatible with state regulations. The Green Power Board reserves the right to require additional information beyond that required by law and regulation. This information includes:

- Name of the Company and/or joint venture partners with whom the customer is contracting (if a subsidiary or joint venture, list name of parent company).
- Primary customer contact person and their phone number (and customer service number, email or website, if available).
- Brief summary (2 or 3 sentences) of the advantages of the portfolio being marketed (e.g., “Solar B Power is a competitively priced electric service product that reflects more than 50% power from solar thermal and solar electric “photovoltaic” renewable resources. Solar B Power has 75% lower air emissions (SO₂, NO_x, and CO₂ - greenhouse gases) than system power. Solar B subscribers purchase the power output from the newly constructed Solar III Power Tower and Sacramento photovoltaic facilities.”)
- Duration of the contract (contract length in months).
- The proposed rate structure, including fixed and variable charges.
- Price volatility or other price, environmental, or availability risks associated with the product.
- A disclosure statement indicating the percentage of the energy portfolio that will be contributed by various resources. (Prospective disclosure -- see label sample).

- The obligations/charges associated with changing from the current portfolio and/or retail provider to another (if any).

The resource disclosure statement shall be included in written marketing materials, at the time of subscription in a written report to customers once per year thereafter, and, if applicable, will be posted on the company's website.

VI. PRODUCT SUBSTANTIATION INFORMATION

An independent audit that verifies a marketer's purchases of renewable and non-renewable supply, consistent with a marketer's claims, will be kept on file at the Green Power Board (or its agent's) offices and will be made available upon request. The Green Power Board (or its agent) will verify each product the first year it is introduced, and will spot check products subsequently. Substantiation data must be provided each year, and this information must include:

- Verification that the appropriate information on renewable resource purchases and basic resource information has been filed with the Center for Resource Solutions;
- An affidavit that the product (averaged over one year) will be comprised of energy from the resources indicated (within $\pm 5\%$ or will be remedied within 4 months of receiving the tally of the average resource contributions for that year);
- An annual affidavit attesting to the product content for the past calendar year;
- Documentation using the program's adopted algorithms (or some other credible source such as EPA or local air district reports) that show the fossil portion of the product has the same or lower air emissions in each category than does the fossil portion of an equivalent amount of system power (or other undifferentiated power source).
- Data for verification of non-eligible product claims, prices or contract conditions may be requested of a marketer if complaints relevant to the Green Power Board's Code of Conduct provisions are received by the Board about a participating marketer's product(s) and/or professional conduct.

VII. CENSURE OF MARKETERS USING DECEPTIVE OR UNETHICAL PRACTICES OR ADVERTISING

Retail electric power marketers who do not adhere to the Code of Conduct or knowingly use deceptive or unethical practices/advertising will be denied the right to use the Green-e or statement of verification on any of their electricity products for 18 months. A repeat or egregious offender could be permanently censured at the discretion of the Board, and may be liable for damages incurred by this program and/or its Board as a result of these offenses.

In the event that the Board decides that a retail electric power marketer shall not be eligible to use the Brand, the Board may require the marketer to:

- Immediately desist using the Green-e; and
- Refrain from making public reference to participation in the Green-e Program's activities in marketing and other materials; and

- Allow any customer to terminate (without penalty) any existing contracts for previously Certified products and offer to compensate any customer for switching expenses.

Further, pursuant to the terms of this Code of Conduct and participation in the Green Power Board's activities, the Board reserves the right to:

- Notify the censured power marketer's customers in writing of the marketer's loss of authority to use the Brand;
- Provide such customers with a list of alternative suppliers offering products authorized to use the Brand.

Revised July 24, 1998

GREEN-E RENEWABLE ELECTRICITY PROGRAM

STANDARD FOR NEW RENEWABLES

On September 3, 1998 the Green Power Board finalized the following provisions for the Green-e standard on use of new renewable resources.

Definition of New Renewables

- 1) The Green-*e* definition of new renewables is consist with California state law, but with a "trigger" date of January 1, 1997. Green-*e* excludes the use of hydropower to meet the program's new resource requirements.

Certified vs. Verified Products

- 2) All products, whether wholesale or retail, must meet the new standard to remain Green-*e* certified. Green-*e* will, however, verify *wholesale* products that meet all Green-*e* criteria other than the new standard. These products will be unable to use the Green-*e* logo, which is used only to denote certified products. In all other respects, marketers with verified products will have equal standing within the Green-*e* program.

Standard Start Date

- 3) All products offered in California beginning 1/1/2000 must meet the new standard. In all other states, the new standard will begin one year after Green-*e* launch.

Percentage Requirements for New Resources

- 4) The new standard starts at 5% of total product content in the first year, increasing to 10% in the following year. Green-*e* has a goal of increasing the percentage further to 25% by year five, most likely in 5% increments over the course of the five years. Recognizing that market conditions may change, however, Green-*e* will only commit to the 5% and 10% standards at this time. Green-*e* commits to reviewing the standard level, at least two years before a change is made, to assess whether and how to meet the year five 25% new content goal. These standards are strict minimum standards.

Accounting/Audit Mechanism

- 5) Total demand for each certified product in a given year must be met with the appropriate level of new renewables required in that year, to be supplied *no later than* one year later. Using the year one standard as an example, the 5% new requirement in California for the year 2000 must be met *no later than* the end of 2001. That is, total demand for a certified product in the year 2000 must be met with 5% new renewables that is supplied *no later than* the end of the year 2001. Total demand for a certified product in year 2001 must be met with 10% new renewables by year end 2002.

Exhibit 3

Electrical Requirements of the Environmental Protection Laboratory

(See Attachment 1 for more detailed load data)

<u>Month</u>	<u>Demand</u>	<u>kWh Usage</u>
January	273	153,000
February	258	144,600
March	282	153,300
April	324	138,300
May	273	142,800
June	333	153,600
July	321	145,200
August	339	150,900
September	300	157,200
October	321	135,600
November	258	123,600
December	273	147,300
Total		1,747,400

Name and Address of Contracting Officers Representative:

Ms. Jennifer Mann
Environmental Protection Agency
1337 South 46th Street
Richmond, California 94804-4698
Telephone No. (510) 412-2314

Environmental Protection Agency Laboratory Account No.

YJT 01 13902-5

Payment Office Address

U.S. Environmental Protection Agency
Region 9 Laboratory
1337 South 46th Street
Building 201
Richmond, California 94804-4698