

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

April 9, 2014

BOARD OF PUBLIC WORKS MEMBERS

KEVIN JAMES
PRESIDENT

MONICA RODRIGUEZ
VICE-PRESIDENT

MATT SZABO
PRESIDENT PRO TEMPORE

MICHAEL DAVIS
COMMISSIONER

BARBARA ROMERO
COMMISSIONER

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

ARLEEN P. TAYLOR
EXECUTIVE OFFICER

<http://www.bpw.lacity.org>

#1 BOS

Mayor Eric Garcetti
Room 305
City Hall
Attn: Mandy Morales

City Council
Room 395
City Hall

Subject: AUTHORITY TO APPLY, ACCEPT, NEGOTIATE, AND EXECUTE AGREEMENTS FOR CONTRACT FUNDING FROM THE U.S. DEPARTMENT OF ENERGY AND LEONARDO TECHNOLOGIES, INC. FOR ALTERNATIVE FUEL VEHICLE PROGRAMMATIC SUPPORT OF THE LOS ANGELES CLEAN CITIES COALITION

As recommended in the accompanying report of the Director of the Bureau of Sanitation, which this Board has adopted, the Board of Public Works requests that the City Council, subject to concurrence of the Mayor, authorize the Director of the Bureau of Sanitation, or his designee, to accept \$30,000 in grant funds from the U.S. Department of Energy and Leonardo Technologies, Inc. for alternative fuel vehicle programmatic support of the Los Angeles Clean Cities Coalition, and to execute and submit all documents, including, but not limited to, applications, agreements, or amendments, subject to the approval of the City Attorney as to form and legality, which may be necessary to secure the awarded grants in an amount not to exceed \$30,000 for the period, November 16, 2013 until November 15, 2014.

It is also requested, that the Bureau of Sanitation be authorized to receive contract funds and appropriate up to \$30,000 into the Environmental Affairs Trust Fund, Fund 537, Dept. 50, Account (FY 2014 Clean Cities - Programmatic Support); and to also, transfer and appropriate \$26,000 from the Environmental Affairs Trust fund, Fund 537, Dept. 50, Account (FY 2014 Clean Cities - Programmatic Support) to Fund 100, Dept. 82, Account 1070, As-Needed Salaries.

FISCAL IMPACT

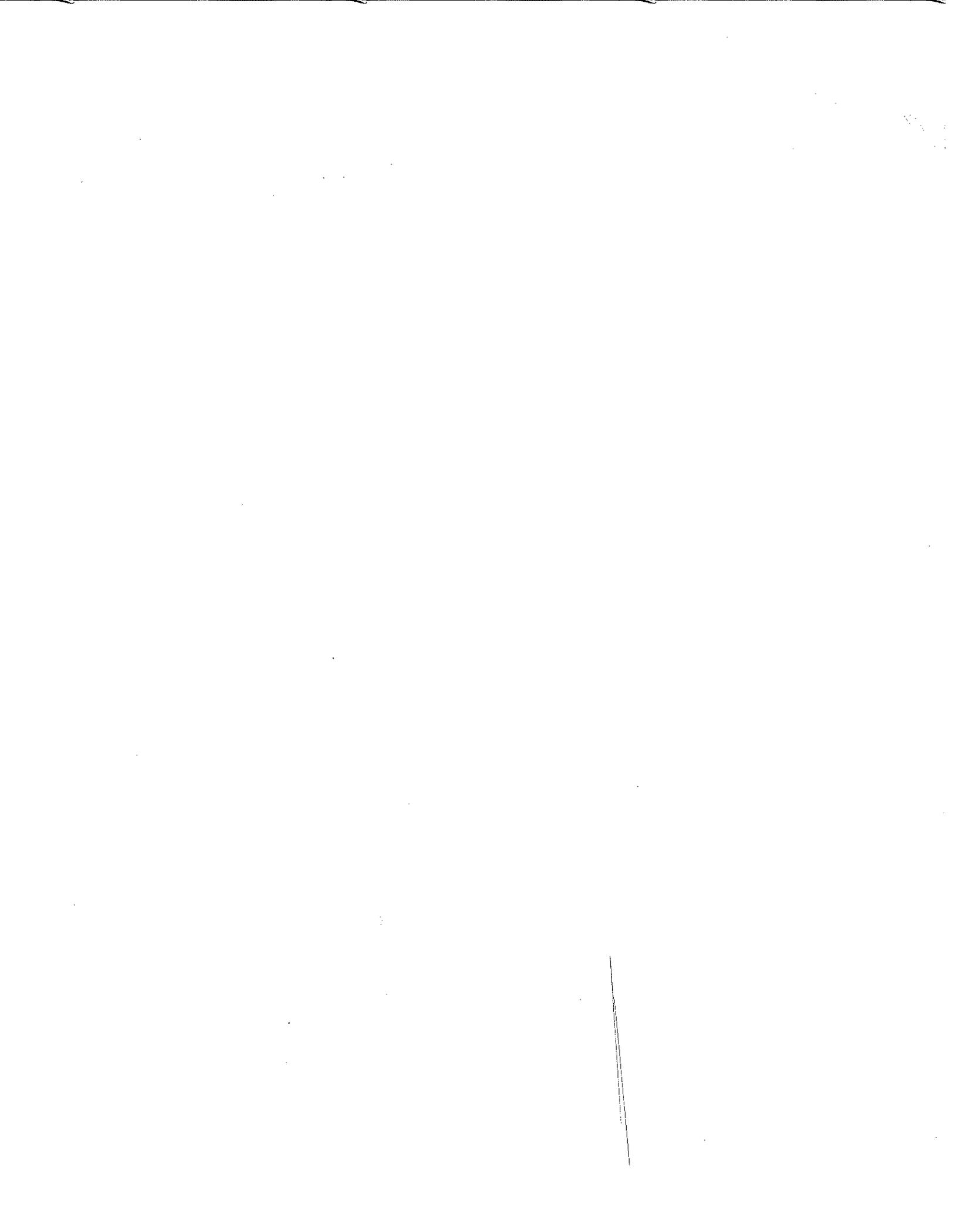
There is no fiscal impact to the General Fund.

Respectfully submitted,

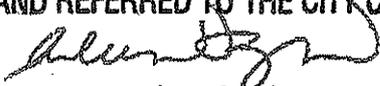

Arleen P. Taylor, Executive Officer
Board of Public Works

APT:mp





DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
BOARD REPORT No. 1
April 9, 2014

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
APR - 9 2014
AND REFERRED TO THE CITY COUNCIL

Executive Officer

CD: All

AUTHORITY TO APPLY, ACCEPT, NEGOTIATE, AND EXECUTE AGREEMENTS FOR CONTRACT FUNDING FROM THE U.S. DEPARTMENT OF ENERGY AND LEONARDO TECHNOLOGIES, INC. FOR ALTERNATIVE FUEL VEHICLE PROGRAMMATIC SUPPORT OF THE LOS ANGELES CLEAN CITIES COALITION

RECOMMENDATIONS

1. Approve and forward this report forthwith, with its transmittals, to the Mayor and the City Council, with the recommendation that the City Council, subject to concurrence of the Mayor, authorize the Director of the Bureau of Sanitation, or his designee, to execute and submit all documents, including, but not limited to, applications, agreements, or amendments, subject to the approval of the City Attorney as to form, which may be necessary to secure the awarded grants in an amount not to exceed \$30,000 for alternative fuel vehicle programmatic support for the period, November 16, 2013 until November 15, 2014.
2. Authorize the Bureau of Sanitation to receive contract funds and appropriate up to \$30,000 into the Environmental Affairs Trust Fund, Fund 537, Dept. 50, Account (FY 2014 Clean Cities – Programmatic Support).
3. Authorize the Bureau of Sanitation to transfer and appropriate \$26,000 from the Environmental Affairs Trust Fund, Fund 537, Dept. 50, Account (FY 2014 Clean Cities – Programmatic Support) to Fund 100, Dept 82, Account 1070, As-Needed Salaries.
4. Authorize the Controller to make technical adjustments as necessary.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund.

TRANSMITTALS

1. A copy of the funding award letter (Transmittal 1).
2. A copy of the draft contract with a summary of deliverables required to qualify for funding from the U.S.DOE Clean Cities Program (Transmittal 2).

Bureau of Sanitation

Board Report No.1

April 9, 2014

Page 2

DISCUSSION

The U.S. Department of Energy (U.S. DOE) Clean Cities Program advances the nation's economic, environmental, and energy security by supporting local actions to reduce petroleum consumption in transportation. A national network of nearly a hundred (100) Clean Cities coalitions brings together stakeholders in the public and private sectors to deploy alternative and renewable fuels, idle-reduction measures, fuel economy improvements, and emerging transportation technologies. The City of Los Angeles received the Clean Cities designation in 1996 from the U.S. DOE. The City has established similar goals of reducing emissions from the use of petroleum derived fuel. Since 1999, the City has increased the number of alternative fuel vehicles by an overall average of 17 percent.

As of July 1, 2010, the City's Bureau of Sanitation (Sanitation) became the lead agency for the Los Angeles Clean Cities Coalition (Coalition) (C.F. 94-2103) and has coordinated all the tasks required by the U.S.DOE Clean Cities Program. The mission of the Coalition is to support the City's effort to purchase clean fueled vehicles and to develop associated infrastructure.

The City's coordinator (Coordinator) convenes fleet manager and stakeholder meetings to introduce new alternative fuel vehicles and advanced technologies. Whenever possible, the new vehicles are made available for drive and ride events to assist the fleet managers with purchasing decisions. The Coordinator also conducts an annual survey of vehicles, infrastructure, and emission reductions to monitor the City's progress in greening its fleets. Recently, the television show MotorWeek filmed a segment highlighting Sanitation's alternative fuel solid resource collection vehicle fleet. This MotorWeek segment was first aired on December 21, 2013 and continues to air on the Internet. Sanitation's solid resource collection vehicle fleet will soon achieve 100% alternative fuel status.

Each Clean Cities Coalition must be re-designated every three years. The last re-designation of the Coalition occurred in December 2012. The re-designation outlines the Coalition's ongoing goals and direction for the next three years. Sanitation remains committed to continuing the U.S. DOE Clean Cities Program and will continue to coordinate the Coalition's activities with City-wide departmental fleet managers, non-profit groups, local utilities and agencies, such as the South Coast Air Quality Management District.

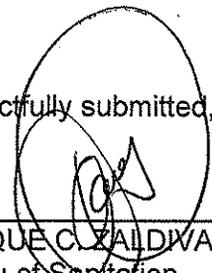
An award of \$30,000 has been offered by the U.S.DOE through its prime contractor, Leonardo Technologies, Inc. to help the City continue to support the Coalition for the period between November 16, 2013 and November 15, 2014 (Transmittal 1). Acceptance of this funding will allow the City to supplement Coordinator staff time (\$26,000) with as-needed staffing support. In addition, four thousand dollars (\$4,000) is set aside for travel costs to allow the Coordinator to attend at least one peer exchange or workshop event.

The U.S. DOE provides annual funding to each Clean Cities Coalition in return for meeting the minimum requirements for programmatic support from the U.S. DOE Clean Cities Initiative (Transmittal 2). Approval of this report assists Sanitation to continue its commitment to increase the number of alternative fuel and advanced technology vehicles in its fleets and to generate air quality benefits in a cost-effective manner. This contract amendment will bring the total award to \$120,000.

STATUS OF FINANCING

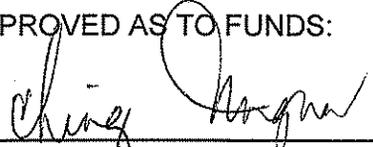
The contract for \$30,000 will expand current Los Angeles Clean Cities Coalition activities (C.F. 10-1518). Grant funds received from the U.S. DOE via Leonardo Technologies, Inc. will be deposited into the Environmental Affairs Trust Fund, Fund 537, Departmental Revenue Source 381100 (Reimbursement from Other Agencies General). Front funding will be provided by the Environmental Affairs Trust Fund.

Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

APPROVED AS TO FUNDS:

fr 
VICTORIA SANTIAGO, Director
Office of Accounting

4/28/14

Prepared by:
Melinda Bartlett (213) 485-3951

Bureau of Sanitation
Board Report No. _____
February XX, 2014
Page 4

TRANSMITTAL 1

DEPARTMENT OF PUBLIC WORKS / BUREAU OF SANITATION

Notice of intent to award funding from the U.S.DOE Clean Cities Program:



November 26, 2013

Mr. Wayne King
City of Los Angeles
Public Works Department/Bureau of Sanitation, Regulatory Affairs Division
1149 S. Broadway, 10th Floor
Los Angeles, CA 90015

Subject: Notice of Intent to Award - Subcontract 5085-CCC-PPM4002 Modification 06,
Los Angeles Clean Cities Coalition

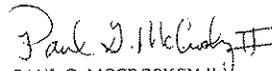
Mr. King,

As the prime contractor under the Department of Energy (DOE) Program and Performance Management, Leonardo Technologies Inc. (LTI) has recently approved and issued a Firm Fixed Price subcontract modification award the City of Los Angeles Clean Cities Coalition Program. The current effective period of performance of the existing subcontract agreement is 11/16/2009-11/15/2013. The monetary award to date is \$90,000.00.

DOE Clean Cities Coalition program office has approved continued award to your coalition for FY14 in the amount of \$30,000.00. The pending subcontract modification agreement extends the period of performance through 11/15/2014 and increases total subcontract value to \$120,000.00. As stated in the opening paragraph, your existing subcontract agreement has expired on 11/15/2013. Any incurred costs after that date shall be at your own risk until the pending subcontract modification is fully executed.

If you have any questions, please do not hesitate to contact at pmccroskey@lti-global.com or at 740-968-2222 x 104.

Sincerely,


PAUL G. MCCROSKEY II
LTI Contracts Manager

Leonardo Technologies, Inc.

Bureau of Sanitation
Board Report No. _____
February XX, 2014
Page 5

TRANSMITTAL 2

DEPARTMENT OF PUBLIC WORKS / BUREAU OF SANITATION

Scope of work summary for funding from the U.S. DOE Clean Cities Program and contract documents, Contract Period (November 16, 2013 – November 15, 2014):

REPORTING

1. Complete Annual Coalition Questionnaire by 03/15/14; Quarterly Alternative Fuel Price Reports by 01/15, 04/15, 07/15, and 10/15/14 including responding to periodic data requests from U.S. Department of Energy (DOE) and other periodic data requests from Program Staff;
2. Provide Alternative Fuels Data Center/NREL updates on AFV refueling site openings, closings and status changes (public vs. private, hours, etc.) on an on-going basis;

COMPLIANCE AND INFORMATION

1. Remain in compliance with annual and/or 3 or 5-year re-designation process during the entire reporting period. Last required re-designation completed on 12/20/12;
2. Keep regional DOE Program Management Contact (PMC - Regional Manager) Manager and Coordinator Council members apprised of issues, developments, success stories, etc. via monthly regional conference calls, webcasts, e-mails, etc. must participate in a minimum of 6 per contract period;

MEETINGS

1. Organize/hold stakeholder meetings and/or events at a minimum of 4 per contract period;

DATA REQUEST

1. Review unresponsive alternative fuel station(s) data and provide feedback or alternative points of contact when requested by National Renewable Energy Laboratory (NREL) or their subcontractor
2. Provide data or information as need to other City Departments or the U.S.DOE staff concerning alternative fuel technologies, City participation, vehicle counts, emission reductions;

TRAINING OR PLANNING ACTIVITIES

1. Attend the DOE National or Regional Peer Exchange, and/or a regional/national industry conference which is deemed mission appropriate by regional DOE PMC (Regional Manager);
2. Participate in training or planning activities related to Clean Cities program tools;
3. Complete an annual operating plan by 10/07/14;

OUTREACH

1. Conduct focused outreach to fleets and/or fuel providers at a minimum of 8 per contract period;
2. Engage in communications and outreach activities related to successes or media.

LTI



SECTION A – SUBCONTRACT FORM

A. 1 SUBCONTRACT NUMBER: S085-CCC-PPM4002 Mod 06

A. 2 EFFECTIVE DATE: November 16, 2009

A. 3 AWARDED BY: Leonardo Technologies, Inc.
P.O. Box 178
Bannock, OH 43972

A. 4 AWARDED TO: City of Los Angeles
Public Work Department/Bureau of Sanitation
1149 S. Broadway, 10th Floor
Los Angeles, CA 90015

A. 5 SUBCONTRACT TITLE: Clean Cities Coalition Programmatic Support

A. 6 TYPE OF SUBCONTRACT: Firm Fixed Price w/Cost Reimbursable Travel

A. 7 PERIOD OF PERFORMANCE: November 16, 2009 to November 15, 2014

A. 8 APPLICABLE PRIME CONTRACT: DE-FE0004002

A. 9 AUTHORIZED WBS JOB NUMBERS: 520.03.01.000

A. 10 SIGNATURE

THIS SUBCONTRACT MODIFICATION is made and entered into by and between Leonardo Technologies, Inc. (hereinafter referred to "LTI" and/or "Prime Contractor") and City of Los Angeles (hereinafter referred to as "Subcontractor").

WHEREAS, the U.S. Government awarded prime contract to LTI to provide Program & Performance Management Services (PPM) for the National Energy Technology Laboratory (NETL); and

WHEREAS, Prime Contractor desires to employ Subcontractor to perform certain services under that prime contract, as set forth more fully within this subcontract; and

WHEREAS, Subcontractor represents that it has the personnel and resources and desires to perform such services; and

WHEREAS, Prime Contractor and Subcontractor desire to define herein their mutual rights and obligations with respect to the performance of the subcontract, consistent with Federal and State laws; and

WHEREAS, Prime Contractor and Subcontractor intend that the terms and conditions of this subcontract comprise the entire subcontract and may not be supplemented or altered by communications external to this subcontract.

NOW THEREFORE, the parties hereto agree as follows:

Either party may execute the contract and any additional documents including, but not limited to, modifications, or representations and certifications related to the contract by facsimile or electronic signature. The other party shall be entitled to rely on such facsimile or electronic signature as evidence that the contract has been duly executed by an authorized representative. Further, neither party shall contest the validity of the contract based on the use of facsimile or electronic signatures.

Each party acknowledges having read this entire subcontract and with the full power and authority to execute this subcontract, agrees to perform in accordance with the terms and conditions contained herein.

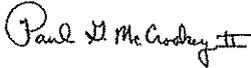
IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this SUBCONTRACT MODIFICATION, effective as of the date indicated in paragraph A.2 above.

PRIME CONTRACTOR:

SUBCONTRACTOR:

LEONARDO TECHNOLOGIES, INC.

CITY OF LOS ANGELES



Digitally signed by Paul G. McCroskey II
DN: cn=Paul G. McCroskey II,
o=LTI, ou=Contracting,
email=pmccroskey@lti-
global.com, c=US
Date: 2013.11.15 18:28:32 -05'00'

(Signature)

(Signature)

Paul McCroskey
(Name)

Enrique C. Zaldivar
(Name)

Contracts Manager
(Title)

Director, Public Works Department, Bureau of Sanitation
(Title)

November 15, 2013
(Date)

(Date)

CONTRACT ATTESTATION
Interim City Clerk Holly L Wolcott

APPROVED AS TO FORM
MICHAEL N. FEUER, City Attorney

City of Los Angeles, Contract Number: _____

Date: _____

Clerk Stamp Below:

By _____

John A. Carvalho
Title: Deputy City Attorney

Date: _____

1. The purpose of this modification is to increase subcontract value, increase subcontract funding, extend the period of performance and incorporate a revised statement of work.
2. Subcontract value is hereby increased by \$30,000.00 from \$90,000.00 to \$120,000.00:

B.2 SUBCONTRACT VALUE

Previous Award Value	\$90,000.00
FY14 Value	\$ 30,000.00
Total Subcontract Value	\$120,000.00

3. Subcontract funding is hereby increased by \$15,000.00 from \$90,000.00 to \$105,000.00:

B.3 AVAILABLE FUNDING

Previous Award Funding	\$90,000.00
FY14 Funding	\$ 15,000.00
Total Subcontract Funding	\$105,000.00

4. Article A.7 and F.1 are hereby deleted in their entirety and replaced with the following:

A.7 PERIOD OF PERFORMANCE: November 16, 2009 to November 15, 2014

F.1 PERIOD OF PERFORMANCE

The work to be performed under the subcontract (Reference Section, B) shall commence on the effective date of the subcontract and shall continue through the end of the period specified in article A.7.

5. Attachment A is hereby deleted in its entirety and replaced the following:

ATTACHMENT A – STATEMENT OF WORK

**Task 520.03.00 H
FY14 Clean Cities Coalition Programmatic Support**

STATEMENT OF WORK

1. Objectives

As authorized by the Energy Policy Act of 1992, Section 505, the goal of the U.S. Department of Energy’s (DOE) Clean Cities Initiative is to decrease the nation’s dependence on petroleum in the transportation sector through public/private Clean Cities partnerships formed around the country by:

- Accelerating the development of a sustainable alternative fuels market;
- Accelerating the use of idle reduction technologies;
- Accelerating the use of hybrid vehicles;
- Increasing the use of alternative fuel blends in petroleum fuels; and
- Promoting informed consumer choice on fuel economy.

Clean Cities coalitions are the force behind petroleum displacement activities in the geographic areas that they serve. They provide the organization, the motivation, and the staff to direct and sustain local activities.

The objective of this effort is to help fund activities related to validating, collecting, and reporting critical data and performance metrics that are needed to gauge consumer acceptance and track the growth/adoption of petroleum reduction technologies and practices in the market marketplace. It is anticipated that this information will be gathered in conjunction with Clean Cities outreach activities or via direct interaction between Clean Cities coalitions and key stakeholders (like fuel providers, vehicle & service providers, fleet managers, local/regional/state government agencies, etc.). This funding will support local Clean Cities efforts that help the coalition's measure and assess local market conditions and evaluate the potential for petroleum reduction in their community.

Officially-designated (or officially-approved for designation) Clean Cities coalitions are the only parties eligible for this funding. An "active" coalition is one with a valid and approved memorandum of understanding with U.S. Department of Energy (DOE). "Approved for designation" means that DOE has authorized a designation ceremony for a coalition.

Furthermore, an "active" coalition is one that, at a minimum, undertakes activities such as (but not limited to):

- facilitating the sales of alternative fuel vehicles (AFVs), hybrids, alternative fuels and blends, and idle reduction technologies by interacting with perspective fleet customers and industries;
- organizing and holding outreach events;
- holding public education and outreach campaigns;
- organizing and hosting stakeholder meetings;
- developing fund-raising strategies and/or writing grant applications;
- providing project management services to select Clean Cities projects;
- providing technical assistance and specialized training to early adopters of advanced vehicle technologies;
- participating in DOE-organized training sessions, Clean Cities program review and government/industry collaborative meetings*;
- and submitting an Annual Report and Quarterly Fuel Price Reports.

* *These may be done in person or remotely via teleconference/webcast, on an "as needed basis". Up to two such events may be required during the calendar year. Although the Clean Cities coordinator is encouraged to participate in these activities personally, they may designate any active member of their coalition to represent them after consulting with the DOE regional manager.*

In addition to the base level of effort for all coalitions, supplemental activities are required for elected Coordinator Council members and National Clean Fleets Partnership Account Managers. These activities are detailed in Section #5 and #6 below.

2. Statement of Work

The contractor shall provide programmatic support to the Clean Cities Program under this task in the following activity areas:

- **Funding Opportunity Announcement Merit Review Support** - The contractor shall provide Advisory Reviewer support for the Comprehensive Merit Review process associated with Clean Cities Funding Opportunity Announcements. Reviewers shall independently review each assigned application against the published criteria and provide written documentation of the strengths and weaknesses for each criterion. Applications will be rated using the Technical Rating Standards. Reviewers will record their strengths and weaknesses. Reviewers will then record their independent rating for each criterion for each application based on the pre-established criteria.
- **Data Collection, Reporting, Assessment** - The contractor shall provide support for the data collection efforts listed below which are associated with Clean Cities and petroleum reduction activities in the coalition area of responsibility.
- **Coalition Technical Assistance and Activities Support** - The contractor shall provide support for activities listed below which are associated with the deployment of Clean Cities petroleum reduction technologies and practices.

Deliverable Requirements:

In the event that any of these deliverable requirements are canceled/eliminated for any reason by NETL, the aforementioned requirement is self-deleting.

1. **The 2013 Coalition Annual Report is to be completed no later than 3/15/14.** As the information is critical to the Clean Cities program, coordinators are to complete and submit the online Clean Cities Annual Questionnaire by the due date. Extensions may be provided on a limited basis. All requests should be sent to Leonardo Technologies, Inc. (LTI) / DOE Regional Project Manager. The deliverable date can be substituted if approved by the PPM (LTI) Task Lead and DOE Regional Project Manager.

2. **Complete Quarterly Alternative Fuel Price Report by due dates specified by PPM (LTI)/DOE.** NOTE: Quarterly Alternative Fuel Price Reports are due in January, April, July, and October. All must be completed. Reports will be submitted to PPM (LTI) Task Lead. **It is the intention of DOE that the report data be compiled and recorded within a two week period prior to the due date**

Jan: due 1/15/2014
Apr: due 4/15/2014
July: due 7/15/2014
Oct: due 10/15/2014

3. **In compliance (i.e. remain current) with annual and/or 3-year re-designation process during the entire reporting period.** NOTE: Must indicate date the coalition's renewal is due in the comments section of the invoice report template.

4. **Provide LTI Task Lead, on behalf of DOE, updates on AFV refueling site openings, closings and status changes (public vs. private, hours, etc.) on an on-going basis and provide a review of unresponsive stations data when requested by LTI on behalf of DOE. For EVSE, only public access electric charging points are required to be submitted.** NOTE: AFV refueling site information should be provided thru the Alt Fueling Station Locator website as stations open and/or close in coalition area (<http://www.afdc.energy.gov/locator/stations/#places/new>). New stations should NOT be submitted via the Alt Fuel Price Report (see item #2). If reviews of unresponsive stations are needed, this assistance will be requested by LTI on behalf of DOE during 2014 for stations that have been unable to be confirmed or reached.

5. **Participate in DOE-organized training sessions, Clean Cities program review and government/industry collaborative meetings.** These may be done in person or remotely via teleconference/webcast, on an "as needed basis". Up to two such events may be required during the calendar year. Although the Clean Cities coordinator is encouraged to participate in these activities personally, they may designate any active member of their coalition to represent them after consulting with the DOE regional manager.

NOTE: In the unlikely event that DOE training sessions, events or meetings are not held, or otherwise canceled or eliminated, during the contract period this requirement is self-deleting.

6. **Submit/update a 12 month Annual Operating Plan for the Coalition to PPM (LTI) Task Lead and DOE Regional Project Manager by October 7, 2014.** It is up to the coalition to determine the appropriate 12 month period (i.e. fiscal year, calendar year, etc.) for planning coalition activities, but one must be completed and submitted during the contract period.

NOTE: At a minimum, the AOP will include annual goals/objectives for:

- Vehicle purchases, infrastructure development, and fuel use/displacement
- Stakeholder meetings and events
- Outreach/education activities
- Coalition fundraising and operational budget
- New stakeholder recruitment

- Travel Plan/Conference, Meeting, Training Attendance (DOE & Industry)
- Resource Allocation Plan

DUE DATE OCTOBER 7, 2014

7. **Keep PPM (LTI) Task Lead, DOE Regional Project Manager and Coordinator Council members apprised of issues, developments, success stories, etc. via monthly regional conference calls, webcasts, emails, etc.**

MUST PARTICIPATE ON SIX (6) REGIONAL CALLS PER CONTRACT PERIOD

8. **Organize/hold stakeholder meetings and events.** Provide agenda and/or meeting summaries from stakeholder meetings and outreach/training events.

Activity Expectation: It is expected that coalitions have a mix of different types of meetings/events/activities that are mission-appropriate, demonstrate value for the coalition and contribute to the petroleum reduction goals of the Clean Cities program. Preferred activities include stakeholder meetings, fuel/technology-specific workshops and training classes, and fuel/technology-specific or project-oriented working group meetings. Other activities, such as exhibiting at community expos, giving presentations to various community groups, etc., are less desirable and will be approved on a case-by-case basis by the DOE Regional Project Manager. Board meetings do NOT count toward this requirement. It is recommended that future Annual Operating Plans should include the list of planned events. Coalitions should submit proposed events for the contract year to their DOE Regional Project Manager, if they have questions about eligibility.

FOUR (4) COALITION ACTIVITIES PER CONTRACT PERIOD

9. **Conduct dedicated outreach to fleets, and/or fuel providers.** Coalition must have significant contact with fleets and/or fuel providers in each contract reporting period (e.g. 1:1 meetings and/or various consultations to provide specific technical or project assistance). Additionally, must provide documentation of the contacts (including name, company affiliation and email/phone), along with the summary/outcomes of each contact.

Activity Expectation: It is expected that coalitions are actively engaged in meeting fleets and fuel providers to provide information and help facilitate the transition of a fleet to alternative fuel or advance technology vehicles or a fuel provider offering alternative fuels to fleet and general public customers.

- These contacts could range from initial meetings with fleets and/or fuel providers that would put them in touch with the appropriate local or industry contacts to further discuss specifics to working closely with the fleets and/or fuel providers to develop a project and apply for funding.
- To get credit for this activity, the contacts need to be new fleets/fuel providers that you have not met with or worked with previously or an existing stakeholder/customer that is investigating new vehicle or fuel options (i.e. something different than what they are currently using).
- This could be a mix of cold calls with appropriate follow-up, fleets calling for assistance, references from other stakeholders or industry partners, follow-up from coalition activities or events, demonstration of Clean Cities tools and web-based resources, etc.

EIGHT (8) PER CONTRACT PERIOD

10. **Participate in Training or Planning Activities related to Clean Cities Program Tools.** Coalition must complete one (1) of the following deliverables:
- a. **Participate/assist NREL (and other program support National Laboratories) with the development and review of tools/products, webinars, beta-testing, CCU course development, etc.** Prior written approval from Regional Manager is required to claim this activity.

1 ACTIVITY PER CONTRACT YEAR.

- b. **Participate in at least one Special projects/ad hoc program assignments (from either HQ, PMC or NREL/or other national laboratories).** This activity could involve speaking at events, webinars, representation at meetings, etc. Prior written approval from Regional Manager is required to claim this activity.

1 ACTIVITY PER CONTRACT YEAR.

- c. **Complete a minimum of 4 Clean Cities University training courses during the contract period. NOTE: Only new CCU courses will be accepted for FY14. Courses that are repeated from prior years will not be accepted for this deliverable.**

4 COURSES PER CONTRACT YEAR.

- d. **Lead and/or provide substantial assistance with local efforts related to completing or updating a Plug-In Electric Vehicle Community Readiness Scorecard.** This task will involve the following:
- Promote the scorecard to local EV planning decision makers: Identify, convene and/or perform necessary outreach with key officials to: 1) identify those in your community that should provide information, data or fill out portions or for the entire scorecard; 2) Get buy in from the community and promote working on completing the scorecard to assess community readiness. Examples of officials (but not limited to these) includes those decision makers working on policy and implementation of codes and standards, permitting, city or regional planning, zoning, utility policies, education and others as necessary.
 - Create an account for your community
 - Submit a list of responsible parties/agencies with contact names, emails and phone numbers and what agency, authority or company they work for.
 - Ensure completion of the scorecard via the on-line portal.
 - For entities for whom the scorecard is completed for the first time, submit a brief summary of at least one area where the entity is deficient and how it will be addressed. For an updated score card provide the entities old and new score and actions taken to improve the score.

11. Engage in Communications and Outreach Activities. Coalition must complete one (1) of the following deliverables:

- a. **Develop and submit Case Studies/Success Stories/Lessons Learned related to coalition stakeholders, projects, activities, etc.** The case study should focus on details related to how the coordinator or coalition were involved (i.e. the process) versus simply reporting results/promotion of a stakeholder product. A template will be provided for the required format.

1 CASE STUDY PER CONTRACT YEAR.

- b. **Produce and submit a video for inclusion on CCTV.** The video should focus on a coalition activity and be submitted in accordance with CCTV procedures.

1 VIDEO PER CONTRACT YEAR.

- c. **Engage in the development and distribution of media outreach related to coalition activities.** This includes development of a standard coalition press kit and should include one unique press release, media advisory, PSA, etc.

1 PRESS KIT INCLUDING 1 UNIQUE MEDIA OUTREACH PIECE (press release, media advisory, etc.). PER CONTRACT YEAR.

d. Lead and/or provide substantial assistance with local efforts related to the implementation of IdleBox tools. This task will include the following:

- Promote the IdleBox to fleet managers, city officials, or associations that represent businesses, such as local Chambers of Commerce, by meeting with at least two entities (fleets, city officials, or business association).
- Present the Idle Reduction Basics presentation and Technology Solutions presentation, if appropriate, to organization leadership or membership.
- Share the appropriate Idle Reduction Savings worksheets.
- Ask the leadership to commit to creating an idle reduction policy by signing the Organizational Pledge Form.
- Present IdleBox products available to organizations that will help promote the new idle reduction policy.
- Send Press Release announcing an organization's pledge to reduce idling or offer the stakeholder press release template.
- Follow-up with organization to measure progress and assess needs.

Submit a list of responsible parties/companies with contact names, emails and phone numbers and what they have committed to do for an Idle Reduction strategy. Please note any assistance that the organization may need in the future, or as a coordinator, any additional products needed/lessons learned in the IdleBox to assist with your work.

A template has been created and will need to be used in order to satisfy this deliverable.

In the event that any of these deliverable requirements are canceled/eliminated for any reason by NETL, the aforementioned requirement is self-deleting.

3. Deliverables (for Coalition Support Contracts only)

The mid-year and final reports shall be submitted in accordance with the LTI- prepared invoice/report tool and its accompanying checklist. Invoices must be provided to LTI within 45 days after the end of the reporting period. In addition, the Contractor shall submit the following:

Deliverable Activity:

1. Copy of Coalition Annual Report or proof of completion.
2. Proof/documentation of completion
3. Date of re-designation renewal
4. Proof/documentation of dates completed
5. Proof/documentation of attendance dates completed
6. Copy of Annual Operating Plan
7. Provide dates when completed
8. Copy of agenda and/or meeting summaries from stakeholder meetings and special outreach/training events.
9. Provide documentation of the contacts (including name, company affiliation and email/phone), along with the summary/outcomes of each contact.
10. Proof/documentation of dates completed
11. Proof/documentation of dates completed

FY14 Deliverable Due Dates

Based on ONE invoice submitted at the end of the contract year

	Deliverable Description	Due 10/31/14 or on date indicated below	
1	Annual Report	3/15/2014	
2	Alternative Fuel Price Report	1/15, 4/15, 7/15, 10/15	4 total
3	Compliance w/ 3-year designation process (Must indicate date the coalition's renewal is due in the comments block)	x	
4	AFV refueling site openings, closings, and status changes	x	
5	Participate in DOE-organized training sessions, Clean Cities program review and government/industry collaborative meetings.	x	
6	12-month Annual Operating Plan	10/07/2014	1 total
7	Monthly regional conference calls, webcast, email, etc.	x(6)	6 total
8	Organize stakeholder meetings and events	x (4)	4 total
9	Conduct outreach to fleets and/or fuel providers	x(8)	8 total
10	Participate in training or planning related to Clean Cities tools	x	
11	Engage in communications and outreach activities	x	
	<i>Value of all items completed in each period</i>	<i>\$30,000</i>	

Final Deliverables due by 10/31/14

FY14 Deliverable Due Dates
Based on TWO invoices submitted during the contract year

	Deliverable	Due on 4/30/14 or on date indicated below	Due on 10/31/14 or on date indicated below	
1	Annual Report	3/15/2014		
2	Alternative Fuel Price Report	x (1/15, 4/15)	x (7/15, 10/15)	4 total
3	Compliance w/ 3-year designation process (Must indicate date the coalition's renewal is due in the comments block).	x	x	
4	AFV refueling site openings, closings, and status changes	x	x	
5	Participate in DOE-organized training sessions, Clean Cities program review and government/industry collaborative meetings.		x	
6	12-month Annual Operating Plan	10/7/2014	10/07/2014	1 total
7	Monthly regional conference calls, webcast, email, etc.	Demonstrate progress towards meeting this deliverable	x(6)	6 total
8	Organize stakeholder meetings and events	Demonstrate progress towards meeting this deliverable	x (4)	4 total
9	Conduct outreach to fleets and/or fuel providers	Demonstrate progress towards meeting this deliverable	x (8)	8 total
10	Participate in training or planning related to Clean Cities tools		x	
11	Engage in communications and outreach activities		x	
	<i>Value of all items completed in each period</i>	<i>\$15,000</i>	<i>\$15,000</i>	

Final Deliverables due by 10/31/14

6. All other terms and conditions of the work order remain unchanged and in full force and effect.

(End of document)

LTI



ANNUAL REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEPT 2007)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) *Definitions.*

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

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to

the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

TIN: 95 6000 735

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other - Non Profit.

(f) *Common parent.*

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

Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business

Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

K.4 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

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

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

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

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 2004) -
ALTERNATE I (MAY 2004)**

SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541330 [*insert NAICS code*].

(2) The small business size standard is \$14M/year.

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

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

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

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

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

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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

(i) It is, [X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office,

or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision— “Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*]

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

_____ Black American.

_____ Hispanic American.

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

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

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

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

K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR

52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, 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); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has 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.

(2) *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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:_____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that -

- (a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that -

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more fulltime employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas..

K.10 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

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

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure

Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

K.12 52.222-38 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

K.13 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

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

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

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

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2)(a) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

K.14 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(b) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.15 ORGANIZATIONAL CONFLICTS OF INTEREST – DISCLOSURE OR REPRESENTATION

To avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the offeror may have which relates to the work to be performed under the resulting agreement or where the Offeror's performance of such work may provide it with an unfair competitive advantage:

(a) The offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the resulting agreement and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.

[N/A]

(b) The statement submitted will be reviewed and may require additional relevant information from the offeror. All such information, and any other relevant information known will be used to determine whether an award to the offeror may create an organizational conflict of interest. If such organizational conflict of interest is found to exist, (1) appropriate conditions may be imposed to avoid such conflict or mitigate such conflict in the resulting agreement, or (2) the offeror may be disqualified.

(c) In the absence of any relevant interests referred to above, the offeror shall execute the following statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest.

I certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the instructional work or services to be performed under the resulting agreement and bearing on whether offeror has a possible conflict of interest with respect to: (1) being able to render impartial, technically sound and objective assistance or advice, or (2) being given an unfair competitive advantage.

[N/A]

SIGNATURE DATE

[N/A]

NAME (type/print)

(d) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of

any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting agreement may be terminated for default. The offeror may also be disqualified from subsequent related agreements, and be subject to such other remedial action as may be permitted or provided by law or in the resulting agreement.

- (e) Depending on the nature of the work activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the Statement of Work contained in the solicitation, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered in the evaluation of proposals, and if the proposed excluded work is considered to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.
- (f) No award shall be made until the disclosure or representation has been evaluated. Failure to provide the disclosure or representation will be deemed to be a minor informality (FAR 14.405) and the offeror shall be required to promptly correct the omission.

K.16 (3) The Offeror certifies that fees to be paid for services to be performed under the resulting agreement shall not exceed the lowest fees charged by Offeror to others for performing the same/similar services under the same/similar conditions of sale.

K.17 VENDOR SIGNATURE/CERTIFICATION

By typing the name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the applicant to the conduct of a project), the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature

Enrique C. Zaldivar,
Director, Public Works Department / Bureau of Sanitation

Date of Execution

City of Los Angeles, Public Works Department, Bureau of Sanitation
1149 S. Broadway, 9th Floor
Los Angeles, CA 90015



Vendor Business Representations

We appreciate your assistance in furnishing the following information so that we may enter your company into our Vendor File. This allows us to pay you properly and consider you as a source of supply for future purchases. In addition, it helps us to meet socioeconomic subcontracting reporting requirements under our various Federal contracts.

Primary Address		
Business Name (This name will be reflected on your Subcontract)		
City of Los Angeles		
Address Line 1		
Public Works Department/Bureau of Sanitation		
Address Line 2		
1149 S. Broadway, 10 th Floor		
City	State	ZipCode/4digits
Los Angeles	CA	90015
Name of Subcontract Primary Point of Contact		
Wayne King, Los Angeles Clean Cities Coordinator		
E-Mail Address		
wayne.king@lacity.org		
Telephone Number	Fax Number	
213-485-3936	213-485-3939	

Remit Payment Address		
Business Name (who the check will be made out to and sent)		
City of Los Angeles		
Address Line 1		
Public Works Department/Bureau of Sanitation		
Address Line 2		
1149 S. Broadway, 9 th Floor		
City	State	ZipCode/4digits
Los Angeles	CA	90015
Name of Accounting/Payment Point of Contact		
Arnii Aguilar		
E-Mail Address		
arnii.aguilar@lacity.org		
Telephone Number	Fax Number	
213-485-2371	213-485-4269	

Tax and Identification Data			
Tax Identification Number (or Social Security Number)			
95 6000 735			
IRS Form 1099-MISC Needed?	Yes	No	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Type of Organization			
Corporation	Joint Venture	Partnership	Sole Proprietorship
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			Government
			<input checked="" type="checkbox"/>
DUNS Number 101054885			
NAICS Code: 541620, 921120, 921190			
Central Contractor Registration (CCR)			

Primary Products or Services
Clean Cities Coalition Programmatic Support

Socioeconomic Status		
(See following page for definitions related to this section)		
According to SBA size standards, company is:	Small	Large
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Number of employees in company, including affiliates	500 or Less	> 500
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Veteran-Owned Small Business	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disabled Veteran	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Women-Owned Small Business	Yes	No
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Small Disadvantaged Business	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If "Yes", check qualifying category:		
<input type="checkbox"/>	Black American	
<input type="checkbox"/>	Hispanic American	
<input type="checkbox"/>	Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)	
<input type="checkbox"/>	Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)	
<input type="checkbox"/>	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)	
<input type="checkbox"/>	Handicapped Workshop	
<input type="checkbox"/>	Historically Black College or University / Minority Institution	
HUBZone Small Business	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Vendor Representation	
This information is accurate as of the date below.	
Signature	Date
Printed Name	
Enrique C. Zaldivar, Director, Public Works Department / Bureau of Sanitation	

Please Return Completed Form To
PPMVENDORS@LTI-GLOBAL.COM
LTI Technical Services, Inc.
P.O. Box 178
Bannock, OH 43972

Socioeconomic Definitions

"Handicapped Workshop" means a workshop approved by the Committee for Purchase from People Who are blind or severely Disabled (41 U.S.C. 46-48).

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"HUBZone Small Business" means a small business concern that appears on the List of Qualified Historically Underutilized Business Zone (HUBZone) Small Business Concerns maintained by the Small Business Administration. This list is available on the SBA's website at <http://www.sba.gov/hubzone>.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this definition, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small Disadvantaged Business" means an offeror that represents that it is a small business and either--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
 - (a) No material change in disadvantaged ownership and control has occurred since its certification;
 - (b) Where the concern is owned by one or more disadvantaged individuals, 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); and
 - (c) It is identified, on the date of its representation, as a certified small disadvantaged business (SDB) concern in the database maintained by the Small Business Administration at <http://www.sba.gov/content/disadvantaged-businesses>; or
- (2) For a prime contractor, it has 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 part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since it submitted its application. In this case, a contractor must receive certification as an SDB by the SBA prior to contract award.

"Small Business" means any concern that --

- (1) In connection with subcontracts of \$10,000 or less has a number of employees, including its affiliates, that does not exceed 500 persons; and
- (2) In connection with subcontracts exceeding \$10,000, has a number of employees or average annual receipts, including its affiliates, that does not exceed the size standard in 13 CFR Part 121 for the product or service it is providing on the subcontract. These size standards are available on the SBA's website at <http://www.sba.gov/size>.

"Veteran-Owned Small Business" means a small business concern --

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

"Women-Owned Small Business" 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.

LTI Small Business Policy

It is the policy of LTI, Inc. to provide maximum practicable opportunities in its acquisitions to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns consistent with efficient performance.

