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.20 RESERVED

K.21 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

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

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

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

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

(2) Retain the certifications in the files; and

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

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

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e.,

quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.22 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1984)

The offeror represents that --

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

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

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

K.23 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that --

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

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

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

K.24 952.226-73 ENERGY POLICY ACT TARGET GROUP CERTIFICATION.(SEP 1997)

(a) The offeror is:

(1) ___ An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent:

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination

thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) ___ An institution of higher learning determined to be a Historically Black College and University by the Secretary of Education pursuant to 34 CFR 608.2; or

(3) ____A small business concern, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that is owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) By submission of an offer, the offeror agrees to provide to the Contracting Officer, upon request, evidence satisfactory to the contracting officer that the offeror is an entity from the Energy Policy Act target group identified.

K.25 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)

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

(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 under section 313© of EPCRA, 42 U.S.C. 11023(c);

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

____(iii) 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 Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

____(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.26 SIGNATURE/CERTIFICATION

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

Signature of the Officer or Employee Date of Execution Responsib

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

Name and Address of Organization:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 198

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

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

L.2 CONSECUTIVE NUMBERING (APR 1984)

Due to automated procedures employed in formulating this document, provisions contained within it may not always be consecutively numbered.

L.3 CONTENT OF RESULTING CONTRACT (NOV 1987)

Any contract awarded as a result of this solicitation will contain PART I - The Schedule, PART II - Contract Clauses, and PART III - List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections, indicated by "[***]", will be filled in by the Contract Specialist after negotiations have been completed, or the contractors offer has been accepted.

L.4 DOE ISSUING OFFICE MAILING ADDRESS AND POINT OF CONTACT (OCT 1992)

U.S. Department of Energy
Headquarters Procurement Services
Program Services Division (HR-542)
1000 Independence Avenue, S.W.
Washington, DC 20585

Point of Contact: Steven C. Jones
Telephone No.: 202-426-0060 FAX No.: 202-426-0168
E-mail address: steven.jones@hq.doe.gov

L.5 52.215-5 SOLICITATION DEFINITIONS. (JUL 1987)

"Government" means United States Government.

"Offer" means proposal in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

L.6 52.215-7 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS. (APR 1984)

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

L.7 AMENDMENT OF THE SOLICITATION (APR 1984)

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an offeror must be acknowledged in accordance with the solicitation provision "Amendments to Solicitations." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

L.8 52.215-19 PERIOD FOR ACCEPTANCE OF OFFER (APR 1984)

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 210 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

L.9 TIME, DATE AND PLACE PROPOSALS ARE DUE (FEB 1997)

(a) Proposal Submission by U.S. Mail

Proposals must be received through the below mailing address:

Document Control Specialist, HR-562
U.S. Department of Energy
Headquarters Procurement Services

1000 Independence Avenue, S.W.
Washington, DC 20585-1615

by NO LATER THAN 4:30 p.m. local prevailing time on January 26, 1998. (CAUTION: See proposal submission instructions, including the provision describing treatment of Late Proposals, Modifications and Withdrawals).

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

Offerors electing to submit proposals by means other than the U.S. Mail, including commercial courier service, assume the full responsibility of insuring that proposals are received at the following hand-carry address by the date and time specified above:

Document Control Specialist, HR-562
U.S. Department of Energy
Headquarters Procurement Services
950 L'Enfant Plaza, Room 8101
Washington, DC 20024

Such proposals must be closed and sealed as if for mailing.

L.10 52.215-9 SUBMISSION OF OFFERS. (MAR 1997)

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages:

(1) addressed to the office specified in the solicitation; and

(2) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Offerors using commercial carrier services shall ensure that the proposal is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

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

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

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

(f) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be:

(1) submitted at no expense to the Government; and

(2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

L.11 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS. (MAY 1997)

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

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

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

(3) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

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

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

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

(d) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(e) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in

paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

(h) If an emergency or unanticipated event interrupts normal Government processes so that technical proposals cannot be received at the office designated for receipt of technical proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of technical proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

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

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

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

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

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

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

L.13 52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS. (APR 1984)

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

L.14 52.215-15 FAILURE TO SUBMIT OFFER. (MAY 1997)

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

L.15 52.215-16 CONTRACT AWARD. -- ALTERNATE II (OCT 1995)

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

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

© The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

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

on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

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

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

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

L.16 52.216-1 TYPE OF CONTRACT. (APR 1984)

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

L.17 INTENTION TO PROPOSE (APR 1984)

Please review this solicitation. To enable us to anticipate the number of submissions to be evaluated and to keep our "Source Lists" current, please complete the information in the Intention to Propose Attachment (see Part III, Section J) and mail to the address shown on the attachment by the earliest practical date.

L.18 FALSE STATEMENTS (NOV 1987)

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

L.19 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (APR 1984)

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

L.20 SITE TOUR PLAN

Offerors or quoters are urged to inspect the relevant sites for their price proposals. The purpose of the site visit(s) is to satisfy offerors regarding all general and local conditions that may effect the cost of contract performance. Since all site specific proposals are based solely on the technical data package information any discrepancies between the site and the data package will be settled by the information in the data package. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Tours of the four sites will be conducted on the following schedule:

National Agricultural Library, Monday, December 15, 1997
National Gallery of Art, Tuesday, December 16, 1997
General Services Administration, Wednesday, December 17, 1997
U.S. Coast Guard - Cape Cod, Friday, December 19, 1997

Several tours will be held at each site in order to accommodate all offerors. No opportunities for site visits will be provided after the initial tours. Offerors planning to attend the site tours must complete the tour request form found in Section J of this solicitation. As instructed in the tour request directions, offerors must complete the request form and fax it to the tour coordinator. All tour requests must be received by **December 5, 1997**, to allow time for schedule confirmation.

L.21 52.237-1 SITE VISIT. (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.22 PROJECT SITE TECHNICAL DATA

The solicitation technical library is located at Kinko's Inc. in Washington, DC and is open seven days a week, 24 hours per day. The complete address, fax and phone numbers, as well as point of contact necessary for ordering packages are as follows:

Kinko's Inc.
317 Pennsylvania Avenue, SE
Washington, DC 20003
Telephone: (202) 547-0421
FAX: (202) 543-8393
Contact: Raj Dwivedi
Reference: DOE NE/MA SUPER ESPC solicitation materials

Requests for the packages listed below should provide the following information:

(1) Your name, company name, shipping address and telephone number
(2) The numbered packages you wish to order
(3) Shipping method required/desired (UPS, overnight delivery, 2 day, 3 day or ground)
(Shipping charges will be added to the invoice for copying.)
(4) Credit card number and expiration date, and name on card

All copying and delivery costs are the sole responsibility of the offeror. Requests via fax are recommended to minimize the potential for errors with your order.

The copy center is open 24 hours a day, 7 days a week. Requests for technical data should indicate the data package (outlined below), the method of delivery (express mail, US mail, etc.) and the form of payment Offerors must request information from the "Department of Energy NEMA Super ESPC Solicitation Library". All copying and delivery costs are the sole responsibility of the offeror. Requests can be made by fax or by telephone.

There are four site data packages (packages 1 through 4) in the technical library. Each package includes all available data for each individual project site. Additionally, there are two SAVEnergy audit packages (packages 5 and 6). The packages are identified as follows:

Mid-Atlantic Region:

Package 1 - National Agriculture Library, Beltsville, Maryland

Package 2 - National Gallery of Art, Washington, D.C.

Northeast Region:

Package 3 - Leo W. O'Brien Federal Building, Albany, New York

Package 4 - U.S. Coast Guard Air Station, Cape Cod, Massachusetts

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Package 5* - SAVEnergy audit report for the Mid-Atlantic region.
NOTE: audit for National Agricultural Library ONLY.

Package 6* - SAVEnergy audit reports for the Northeast region.

***The SAVEnergy audit reports are made available to offerors for informational purposes. They are optional and are NOT necessary for offerors to propose against this solicitation. Offerors should prepare their proposals based on the site data packages (packages 1 through 4) ONLY. Some of the information from the SAVEnergy audit reports may have been use in the site data packages, however, all of the information required for the offeror to develop its proposal is included in the site data packages. See Clause L.40 for more information.**

Each of the site data packages (packages 1 through 4) contains information in the following categories:

a. General Site Information
b. Table of Required ECMs
c. Existing energy system specification and consumption data
d. Site utility rate and consumption data
e. Site maps and available building drawings
f. Site specific project requirements and rebate programs
g. Wage Determination Rates* (see Clause H.46)
h. Davis-Bacon Wage Rates (see Clause H.45)

*Wage Determination rates for the National Agriculture Library and the National Gallery of Art are located within Package 1.

As previously stated, all site specific proposals are to be prepared using technical data obtained exclusively from the technical library. Any assumptions used due to incomplete information should be clearly identified.

L.23 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (UNRESTRICTED) (APR 1984)

This acquisition is unrestricted and contains no set-aside provisions. The Standard Industrial Code (SIC) for this acquisition is 8711. Any firm whose average annual receipts over the last three years have not exceeded $20 million is considered to be a small business.

Subcontracting Goals: DOE believes this procurement provides significant opportunities for the use of small, small disadvantaged and women-owned business concerns as subcontractors. Accordingly, it is anticipated that an acceptable subcontracting plan will contain the following goal:

Small Businesses	20%*

*To include, to the maximum extent practicable, a 10% goal for small business concerns controlled by socially and economically disadvantaged

individuals or by women.

L.24 NUMBER OF AWARDS

It is anticipated that there will be a minimum of one award per contract region and a maximum of six awards per contract region, with a total maximum of twelve awards, resulting from this solicitation.

L.25 AN EQUAL RIGHTS NOTE (APR 1984)

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

L.26 ALTERNATE PROPOSAL INFORMATION - NONE (APR 1984)

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

L.27 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL (DEC 1996)

(a) General

Proposals are expected to conform to the solicitation provision entitled "Preparation of Offers" and be prepared in accordance with this section. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable. The Government shall not be responsible for evaluating information that does not follow the prescribed format below.

(b) Overall Arrangement of Proposal

(1) The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of each proposal volume is also shown below. Note that if an offeror is proposing for BOTH regions included in this solicitation, that Volume I will be utilized for both, but that SEPARATE Volumes II and III are required, for EACH region.

Proposal Volume - Title			Number of Copies
Volume I	-	Offer & Other Documents	3
Volume IIA	-	Technical/Northeast Region	12
Volume IIB	-	Technical/Mid-Atlantic Region	12
Volume IIIA	-	Cost/Price/Northeast Region	3
Volume IIIB	-	Cost/Price/Mid-Atlantic Region	3

(2) Signed Originals. Copy No. 1 of the Volume 1 proposal shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

(c) Each volume designated above is to be packaged individually. This does not preclude packaging more than one volume in a single overall package. Mark the Volume numbers on the outside of the individual package or packages.

(d) The technical and price proposals for the four sites included in this RFP will be evaluated for purposes of making selections of IDIQ contract awardees. These same sites are intended to be projects for initial minimum order quantity delivery orders issued against the IDIQ contracts.

L.28 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, OFFER AND OTHER DOCUMENTS

(a) General

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, make or buy program, justification for noncompetitive proposed subcontracts, identification of technical data to be withheld, request for waiver of patent clauses, any deviations taken, etc. Although it incorporates them by reference, it does not physically include the other volumes.

(b) Format and Content

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

(1) The Proposal Form fully executed.
(2) Offeror Representations, Certifications, and Acknowledgments fully executed.
(3) Additional information to be furnished by the offeror.
(4) Subcontracting Plan.
(5) Exceptions and Deviations taken to the model contract.
(6) Summary of Exceptions and Deviations taken in other Volumes.

(c) The Proposal Form, Standard Form (SF) 33, "Solicitation, Offer and Award"

(1) Use of the Form. The Proposal Form is to be executed fully and used as the cover sheet (or first page) of each copy of Volume I, Offer and Other Documents.

(2) Acceptance Period. The acceptance period entered on the Proposal Form by the offeror shall not be less than 210 calendar days from the date specified in the solicitation for receipt of offers.

(3) Signature Authority. The person signing the Proposal Form

must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

(d) Offeror Representations, Certifications, and Other Statements of Offerors.

Offeror Representations, Certifications, and Other Statements of Offerors (see Part IV, Section K) are to be executed fully and a copy included in each copy of Volume I, Offer and Other Documents.

(e) Additional Information to be Furnished

(1) Government Property

(i) Unless otherwise stated, the offeror is expected to furnish all property (including, but not limited to facilities, equipment, special tooling, and material) necessary for the performance of the work defined in this solicitation. Government property as used herein means all Government-furnished property, together with all property acquired by the Contractor, title which vests in the Government.

(ii) Indicate in this Volume I whether or not the proposal is based on the use of Government property. If the offeror proposes to use Government property to perform the work (whether or not such property is presently in the possession of the offeror), provide the particulars in the Cost/Price Proposal volume, along with a statement signed by an executive corporate official (or the equivalent in a non-corporate entity) which:

(a) Expresses the offeror's unwillingness or financial inability to acquire the necessary property with the Offeror's resources; or

(b) Explains that time will not allow the Offeror to make the necessary arrangements to obtain timely delivery of such property to meet the Government's requirements even though the Offeror is willing and financially able to acquire the property. Such an explanation is to include cost benefit studies that treat lease versus buy versus use of the Government property. In this case, existing Government property, if available, may be provided until the property acquired by the offeror is delivered, installed, etc.

(f) Subcontracting Plan

(1) The contractor shall complete and submit a Subcontracting Plan. The plan is will be in accordance with Clause I.26 FAR 52-219-9 SMALL BUSINESS, SMALL DISADVANTAGED AND WOMAN-OWNED SMALL

BUSINESS SUBCONTRACTING PLAN. Information the offerors subcontracting plan should include can be found in Clause I.26 (d). See also - clauses entitled "Subcontracts (Fixed-Price Contracts)" and "Competition in Subcontracting" located in Section I. The contractors negotiated subcontracting plan will be incorporated into any resulting contract as Attachment D to that contract.

(2) The offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation.

NOTE: DOE believes that this procurement provides significant sub subcontracting plan will contain at least the following goal:

Small Businesses 20%*

*To include, to the maximum extent practicable, a 10% goal for sma

(g) Exceptions and Deviations to the Model Contract

(1) The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Representations, Certifications, and other Statements of the offeror form, the requirements of this Section, and other matters included in Volume I - Offer and Other Documents, including the reporting requirements.

(h) Summary of Exceptions and Deviations Taken in Other Volumes

The offeror shall summarize each technical, cost, business, or other exception taken elsewhere, and provide specific cross references to its full discussion.

(i) Offeror shall provide evidence of acceptance onto the DOE Qualified List of Energy Service Companies or shall show evidence of actions taken in applying for acceptance onto the Qualified List. In order to be eligible for a contract award a contractor must be listed on DOEs Qualified list of Energy Service Companies. The List and how to obtain an application for the list can be located on the Internet at the following:
http://www.eren.doe.gov/femp/escolst.html

L.29 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL

a. General Requirements. Technical Proposals shall be precise, factual, complete and descriptive in sufficient detail to allow the Government to evaluate the offeror's proposed approach and qualifications to perform the required services. Technical proposal evaluation factors are provided in Section M.

In order that your Technical Proposal may be evaluated strictly on the

merit of the material submitted, no contractual cost/price information is to be included in your Technical Proposal. Where estimated manhours will provide clarity, they shall be quoted in manhour figures only, with no indication as to the cost of these manhours.

NOTE: If an offer is being submitted for BOTH regions (Northeast and Mid-Atlantic), then two Vol. II, technical volumes (IIA and IIB), one for each region, must be submitted.

b. Proposal Length Requirements. The proposal text should be typed in 12 pitch (or equivalent) and printed, unreduced in size, on 8-1/2" by 11" paper. In no case shall the General Regional Contract Capabilities - Part I, exceed fifty (50) pages in length, excluding exhibits, relevant appendices and personnel biographies. Part II narrative description of technical approach shall not exceed twenty-five (25) pages in length for each site plus a maximum of five (5) pages for each site specific ECM. Appendices or attachments to each five page ECM narrative is allowed to provide supporting information such as manufacturer's data and assumptions/analyses for ECM proposed energy savings. Illustrations shall be legible, and foldouts shall, in general be held to 11" wide by 17" long in size. A limited number of foldouts may be longer, as appropriate (e.g. progress flow sheets, work breakdown structure, etc.). Technical Proposals exceeding the stipulated page limit will be evaluated on the first 50 pages only for Part I and first 25 pages only for each site plus the first 5 pages (and ECM appendices or attachments) per ECM for Part II.

c. Format and Content

Volume II, Technical Proposal, shall include the following components:

- Table of Contents and List of Tables and Figures
- Technical Discussion
- Technical Exceptions and Deviations

These major headings may be subdivided or supplemented by the offeror as appropriate.

(1) Table of Contents and List of Tables and Figures. A suitable table of contents shall be provided for each section for ready reference to key paragraphs, figures, and illustrations.

(2) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Part IV Section M, and at a minimum cover the subordinate factors or subcriteria listed thereunder, if any. It should be presented in as much detail as practical and include the following aspects for appropriate criteria or subordinate factors.

(i) Specific statement of the problem(s). Discuss major difficulties anticipated, if any.

(ii) Principles and techniques which may be applied in the

solution(s) of the problem(s), and an evaluation of the various methods considered and substantiation of those selected. Indicate degree of success expected.

(iii) Complete detailed statement of proposed solution(s), including preliminary design layout, sketches, and other information of components as applicable.

(iv) Other Pertinent Information. This section shall contain any other pertinent information which will supplement or aid in the understanding and evaluation of the Technical Proposal.

(3) Summary of Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation.

Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. **However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of the proposal(s) as unacceptable.**

d. The Technical Proposal shall consist of the following sections, in the order listed, and shall provide a response to each item.

L.29.1 PART I - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT -- GENERAL REGIONAL CONTRACT CAPABILITIES

Criterion 1. Past Performance

Energy Project Experience: The offeror will provide up to 5 references, for previous energy conservation projects, in which construction has been completed and ECMs have been operational for at least one year. Each project should have an installed cost of greater than $250,000. Projects may include those with the Federal Government, state or local governments, and commercial customers. If the offeror consists of a partnership/joint venture, provide five (5) references for the partnership/joint venture. At least two (2) references should be provided for subcontractors who are proposed for delivery of services in their respective region. Include for each reference the following:

1. Project Title
2. Contract Number
3. Project Location (complete mailing and street address)
4. Project Dates
5. Client Contact Information (for federal contracts - the name of the Contracting Officer or Project Manager and their full

address, phone and FAX numbers)
6. Proposers role in projects listed; including their role in design, implementation and financing of the project and whether the proposer was the prime or the subcontractor
7. Types of ECMs implemented
8. Project Installation Cost
9. Describe project performance in terms of schedule, budget (e.g. on time, on budget, early, late and explanations for delays and budget overruns), quality control and workmanship.
10. Subcontractors
11. Any termination actions taken by client
12. If applicable, for any energy savings performance or other

(a) initial energy consumption of client facilities
(b) the annual energy and cost savings proposed in the Contract; and
(c) the actual annual energy and cost savings achieved.

Attached to this solicitation is a Past Performance Questionnaire (Attachment 4). The offeror is responsible for forwarding this Questionnaire to each of its past performance references. The appropriate client reference will complete the questionnaire and forward it **directly** to the official Government designee (identified in Attachment 4). A "Client Authorization Letter" (Attachment 3) is provided as an example letter which may be sent with the Past Performance Questionnaire. It is the offerors responsibility to ensure that all submissions of Past Performance Questionnaires have been completed and sent to the appropriate Government designee, as addressed on the questionnaire, by the date stated for receipt of proposals in Clause L.9. The information contained in the Past Performance questionnaire is considered sensitive and shall not be released to the offerors.

Criterion 2. **ECMs and Related Technical Capability**

For each ECM Technology Category in section C.2.1 describe:

- The offering firm's capability to successfully implement the ECMs representative of each Technology Category.
- How the offeror will acquire the skills and capabilities to successfully implement ECMs representative of each Technology Category required which are currently outside the firm's current capability or experience.
- The baseline development and measurement & verification (M&V) methods proposed for determining energy savings performance of installed ECMs required. The offeror shall demonstrate an understanding of DOE/FEMP M&V Guidelines (which can be found on the Internet@: http://www.eren.doe.gov/femp/new_fed.html

for Federal Energy Projects for each technology category covered in C.2.1.

- Specify the level of operation, maintenance, and repair responsibility the Offeror shall assume.
- Describe the preventative maintenance, inspection, and repair program to be provided.
- Identify ECMs for which contractor would provide Government employee training.

Criterion 3. **Regional Projects Management Approach**

-- **Regional Project Delivery & Management Organization.** Describe and illustrate the overall management system and organization for managing projects within the contract region. Particular emphasis should be placed on how cost, schedule, and technical performance status is determined, assessed, and projected through contract completion, on a company level. It shall include the method of price tracking, reporting, and control on the management level. Proposal shall contain the responsibilities of each element of project implementation and continuous performance based services shown on the organization chart. Identify personnel integral to performance in each element. Show the lines of authority within the organization. The Offeror shall describe its organization to provide operations, maintenance, repair and training services for projects throughout the contract region. Specify criteria used to establish location of local service point(s) and available hours of service. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, and which element of the contractor's organization will manage the subcontract(s).

-- **Personnel Qualifications** - Functional areas include, but are not limited to: facility auditing and energy engineering analysis, design and engineering, installation, operations and maintenance, performance measurement and verification. Provide personnel qualifications which include education, dates of employment, pertinent experience in facility energy engineering, operation and maintenance and project and installation management, any professional certifications and licenses held, labor category and organizational position (corporate as well as project). Provide contingency plan which ensures performance in absence of primary personnel.

-- **Subcontracting**

- Subcontracting and Subcontract Management: This subsection shall describe the subcontract management system to be used under the contract. Particular emphasis should be placed on procedures for source selection and how performance status is determined, assessed, and projected through subcontract completion.

  -- The offeror shall select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed subcontractors shall be discussed as well as non-competitive selection of proposed subcontractors. Non-competitive selection of proposed subcontractors must be justified.

  -- Failure to select proposed subcontractors on a competitive basis may adversely affect the standing of the Offeror unless it is demonstrated that competition is not feasible nor practicable.

  -- Describe extent of proposed small, small disadvantaged and women-owned small business participation or efforts which will be used to obtain such participation.

L.29.2 PART II - DELIVERY ORDER -- TECHNICAL APPROACH FOR SITE SPECIFIC PROJECTS

For each of the Project Sites, for the region(s) for which the offeror is proposing, identified in the technical data package referenced in Clause L.22, Project Site Technical Data, the Offeror shall prepare a technical narrative addressing the technical approach **for the required technology categories and specified facilities within the site data packages *ONLY***. All technical data necessary for the site specific technical and price proposal is located in the solicitation technical library. All site specific proposals are to be prepared using technical data obtained exclusively from the technical library. Any assumptions made due to incomplete information should be clearly identified in the offeror's proposal. Separate Criteria 4, 5 and 6 information shall be provided for each project site. The technical approach shall be prepared in the following format:

Criterion 4. ECM Descriptions and Projected Energy and related Operations and Maintenance Savings

The Offeror shall complete and submit Schedule H-7 for each project site ECM. For each project site, the offeror shall submit narrative information for items, as applicable, in the format specified below for each required ECM:

ECM No. _____

ECM Title and Executive Summary

- **Detailed Description of ECM**

- **Energy System and Location Affected** (e.g. Chilled Water, Steam Distribution)

- **ECM Interface with Government Equipment**

- **Proposed Equipment Identification** - Provide manufacturer, model number and optional equipment proposed for each ECM component, including manufacturer's literature and specifications.

- **Physical Changes** - List major physical changes to equipment or facilities required to install proposed ECM such as relocation of equipment.

- **Energy and related O&M Savings Proposed**

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

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

    - Offeror's assumptions on current facility or energy system operating conditions

    - Offeror's assumptions on proposed facility or energy system operating conditions

    - Energy savings calculations using formulas and procedures based on accepted engineering principles, including synergistic effects of other ECMs.

    - Cite references used for data, assumptions or empirical formulas.

- **Utility Interruptions** - Specify extent of any utility interruptions needed for installation of proposed ECM.

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

- **Potential Environmental Impact** - Briefly describe any

potential environmental impact resulting from installed ECM.

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

  -- Investment Grade Facility Audits to confirm ECM performance *(assume Government facility audit review of 30 days)*.

  -- Engineering/Design/Acceptance *(assume Government design review of 30 days)*.

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

  -- Installation & Commissioning

Criterion 5. **Energy Baseline and ECM Performance Measurement**

The Offeror shall describe, using the terminology and protocols of the FEMP M&V Guidelines, how it will provide a complete measurement and verification (M&V) plan for each of the proposed ECMs. The plan shall include, but not be limited to:

- Site-Specific and baseline M&V Plan - Define a site specific plan, which must include a the following elements for each project:

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

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

  -- Sampling plan (if required), including:

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

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

  -- Data collection plan, including:

    - Specify data to be collected in terms of parameters, unit of measurement, points of measurements, length of time and intervals of

measurements; raw, meter data (if available) as well as analyzed and summary data must be obtained.

- Identification of instrumentation and metering equipment - name and documentation on equipment specifications of monitoring devices.

- Calibration of equipment - describe protocols for calibrating equipment.

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

- Period of monitoring - specify periods of monitoring including duration and frequency.

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

- Pre-Installation energy and facility performance baseline including (1) equipment/systems, (2) baseline energy use, (3) factors which influence baseline energy use, and (4) system performance factors (e.g., lighting levels, temperature set points).

- Post-installation facility conditions including (1) equipment/systems, (2) post-installation energy use, and/or (3) factors that influence post-installation energy use.

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

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

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

Criterion 6. **Site Management Approach**

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

subcontract(s).

- **Operations and Maintenance.**

  Offeror provided Operations and Maintenance - Show the organization structure and describe the approach for installed ECMs for performance of the delivery order's Operation and Maintenance requirements. The Operations and Maintenance requirements for each site specific project shall be as specified in the site data packages for each of those specific projects.

- **ECM Training.**

  Describe in detail how training for each ECM will be provided for Government personnel. Approach should be customized depending on the Operations and Maintenance functions to be performed by Government personnel.

L.30 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, PRICE PROPOSAL - OTHER

(a) General: The Price Proposal consists of the offeror's price to perform the work as set forth in the Statement of Work. The Delivery Order Schedule H-1 column (c) total is considered to be the price proposed by the contractor. Since each Price Proposal will be evaluated to determine such matters as the reasonableness of price, and an understanding of the magnitude of effort, it should be accurate, complete and well documented. **Offerors are requested to provide documentation providing evidence of catalog prices or published price lists to support the reasonableness of proposed prices, or a portion of a proposed price, where possible.** Contractual price information is not to be included in the Technical Proposal, Volume II, or the Offer and Other Documents, Volume I. Pricing exhibits to be completed are attached to this solicitation. (See Part III, Section J).

NOTE: If an offer is being submitted for BOTH regions (Northeast and Mid-Atlantic), then two Vol. III (IIIA and IIIB), price volumes, one for each region, must be submitted.

(b) As a minimum, the Price Proposal shall contain the information specified below:

Each offeror is cautioned that adequate pricing details, as applicable, must accompany the price proposal.

(1) Estimating Procedure - Provide an explanation of the offeror's estimating procedures. Discuss the rationale used to determine the various price elements. Provide an explanation of any escalation applied, including the basis for the escalation rate. For effective discussions, it is essential that there be a clear understanding of:

(i) The existing verifiable data;

(ii) The judgmental factors applied in projecting from known

data to the estimate;

(iii) The contingencies used by the offeror in the proposed price;

In short, the offeror's estimating procedures need to be explained.

(2) Other - The offerors should provide any other information or supporting documentation as deemed appropriate.

(3) Audit and Contract Administration Cognizance - Provide the name, address, and telephone number of the Government audit office and contract administrative office for the offeror and any proposed subcontractors.

(4) Modifications to Price Proposal - Any modification to the Price Proposal shall clearly indicate the price impact of the modification to the same level of detail shown in the original proposal. Once the prospective Contractor has been selected, the prices submitted with this proposal shall not be subject to increase, unless changes are made in the requirements of the request for proposals. Furthermore, increases shall be considered only in regard to those requirements that are actually affected by the changes (whether they are initiated by the Government or the offeror), and then only to the extent that such increases will be considered separately, and not as part of a combined overall negotiation of the price for the proposed contract.

(5) Exceptions and /Deviations - The Offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the Price Proposal. Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of such proposal(s) as unacceptable.

L.30.1 PART I - SCHEDULES TO BE INCORPORATED INTO THE INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

L.30.1.1 Price Schedules Required The offeror shall prepare and submit the following price schedules. The schedules listed below will be incorporated into the resultant contract.

1. Section A - a completed Standard Form 33;

2. Section B - Completed Schedules
   B-1 - Indefinite Delivery/Indefinite Quantity, Mark-up
   B-2 - Indefinite Quantity Contract, Finance Rates

B-3 - Installation Price
B-4 - Mark-up Elements
B-5 - Energy Savings Performance Period Price

L.30.1.2 Instructions for Completing Schedules

The offeror shall provide its proposed maximum mark-up percentage that will apply to all delivery orders in Schedule B-1. The price proposal shall also indicate the offeror's handling of five components of price that the successful contractor will address in submitting a proposal for a delivery order. These components will be explained in Schedules B-2, B-3, B-4 and B-5. Instructions for completing schedules are provided below.

The composition of each price element must be explained and shall remain constant so that the mark-up may be applied consistently for all subsequent delivery orders.

1. Schedule B-1 -- Indefinite Delivery/Indefinite Quantity Contract, Mark-up, The offeror shall complete Schedule B-1 by proposing the maximum mark-up that will be applied to all delivery orders under the proposed IDIQ contract. Separate mark-ups must be proposed for each technology category and for the performance period services.
The offeror shall propose the types or categories of costs that are included in its mark-ups, which listing shall be included in any resultant indefinite quantity contract awarded and apply to delivery orders issued under the contract. The types or categories of costs that should be included in a mark-up based on the offeror's accounting system would include the following:

- indirect labor and associated fringe benefits that cannot be directly attributed to a specific task and therefore must be distributed across several tasks or projects, which is normally included in indirect costs (e.g., overhead),
- indirect costs such as material handling costs, overhead costs (excluding fringe benefits), and general and administrative expenses,
- profit to the contractor.

These types, categories or elements of costs shall not be recovered by the contractor except through the mark-ups proposed, negotiated, and included in the indefinite quantity contract for application to delivery orders placed. The mark-ups shall not include construction/installation price, Energy Savings Performance Period price, or project finance charges. The mark-ups proposed are to be maximum figures and may be voluntarily decreased by the contractor in subsequent delivery order proposals.

a) Technology Category. ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule B-1.

b) Multiple Technology Category Projects. If an ECM project has more than one technology category, the costs will be broken down into technology categories according to the schedule. The mark-up for each technology category will be applied to the categorical cost for that part of the project and summed to obtain the proposed contractor payment.

2. Schedule B-2 -- Indefinite Quantity Contract, Project Finance Charges: The offeror shall complete Schedule B-2 by proposing the maximum, fixed, annual percentage rate that, when added to the current Treasury Note rate (as defined by the US Treasury) will be the total percentage project finance charge (not including finance processing fees) that the contractor will charge the Government as a total finance charge for all ECM projects or delivery orders. The finance charge rate that shall apply to an individual delivery order shall be based on the most recent applicable Treasury Note rate prior to the date of the delivery order. If the offeror is proposing different finance charges for the periods of the IDIQ contract, the offeror shall propose the Treasury Note term applicable to each proposed financing period.

   Finance charges are the contractor's costs of financing the construction/installation price of an ECM project (delivery order) after installation, inspection and acceptance by the Government.

3. Schedule B-3 -- Installation Price: The offeror shall complete Schedule B-3 by proposing the elements of direct cost that compose installation price under the proposed IDIQ contract. Installation price elements will remain unchanged through the term of the contract.

4. Schedule B-4 -- Mark-up Elements: The offeror shall complete Schedule B-4 by proposing the elements of mark-up under the proposed IDIQ contract. Mark-up elements will remain unchanged through the term of the contract.

5. Schedule B-5 -- Energy Savings Performance Period Price: The offeror shall complete Schedule B-5 by proposing Energy Savings Performance Period (ESPP) price elements under the proposed IDIQ contract. Price elements will remain unchanged through the term of the contract. ESPP price shall be the estimated direct costs for operation and maintenance for the specific delivery order's ECM project. Examples of the types, categories or elements of ESPP costs would be direct labor, material and spare parts required to perform operation and maintenance of the installed ECMs for the delivery order.

L.30.1.3 Financial Condition and Capability Statement

1. Provide a current balance sheet, profit and loss statement for all quarters reported on the current fiscal year, and an audited financial statement for each of the last three fiscal years.

2. Describe fully any assets other than cash, accounts receivable, land, buildings, and equipment carried on the above balance sheet.

3. Describe fully the impact of this project on the offeror's organization and any contingency, limitation, and conditions affecting availability of funds for this project.

4. Please provide (showing calculations) your liquidity ratios, i.e., Current Ratio = Current Assets/Current Liabilities and the Quick ("a services industry, then provide information to support the fact that your company is financially capable of performing the required work.

L.30.2 PART II - DELIVERY ORDER -- PRICE PROPOSAL FOR SITE SPECIFIC PROJECTS

The schedules listed below will be incorporated into any resultant delivery order.

1. Offerors shall indicate on each site specific price proposal that offers are valid for not less than ninety (90) days after receipt of an award for the indefinite quantity contract.

2. The offeror's price proposal for each site specific project shall be based on the technical approach **for the required technology categories and the specified facilities within the site data packages *ONLY***. The offerors price proposal for each site specific project shall consist of:

   Completed Schedules H-1 through H-3 and H-6

   These schedules shall be completed for each site within a contract region, and a summary H-1 schedule shall also be provided for each contract region. Offerors shall submit documentation providing evidence of catalog or market price to support the reasonableness of its proposed price whenever possible.

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

The four data packages in the technical library for the IDIQ project sites (See L.22, "Project Site Technical Data") contain identified energy system retrofits on which the offeror is required to submit proposals. The offeror shall prepare and submit Schedule H-1 for each identified ECM project covered by this solicitation.

Each delivery order's solicitation document shall specify the fixed rates that

will be used for utilities during the delivery order's period of performance. The estimated annual cost savings and the proposed guaranteed annual cost savings established in Columns (a) and (b) of Schedule H-1 shall be based on the specified fixed rates for utilities.

The offeror shall complete Schedule H-1 for each delivery order to reflect:

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

ii. proposed guaranteed annual cost savings for each year of proposed delivery order term, and

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

The contractor shall adjust Schedule H-1 to reflect the actual years included in the contractor's proposed delivery order term.

b) Schedule H-2 presents the offeror's estimated investment for each ECM contained in a specific project or delivery order. Total ECM investment is used to establish bonding requirements for the ECM installation period. See Section H for details.

The three data packages in the technical library for the IDIQ project sites (See L.22, "Project Site Technical Data") contain identified energy system retrofits on which the offeror is required to submit proposals. The offeror shall prepare and submit Schedule H-2 for each identified ECM project covered by this solicitation.

The Contractor shall complete Schedule H-2 for each delivery order to reflect the construction/installation price, maximum mark-up and total for each discrete ECM and calculate the total estimated investment for all proposed ECMs for the delivery order. The total estimated investment is used to establish performance and payment bond amounts. See section H for details.

c) Schedule H-3 presents the Contractor's proposed project cash flow for a specific ECM project (delivery order). The schedule is divided into two sections. The Installation Phase section pertains to the debt service stream and the profit on investment. The Service Phase pertains to the price and profit associated with the services the contractor supplies to maintain and verify ECM performance during the delivery order period. The successful contractor(s) will be required to submit this schedule for specific delivery orders.

The four data packages in the technical library for the IDIQ project sites (See L.22, "Project Site Technical Data") contain identified energy system retrofits on which the offeror is required to submit proposals, as well as submitting a proposal for the indefinite quantity contract. The offeror shall prepare and submit Schedule H-3 for each identified ECM project covered by this solicitation.

The Contractor shall propose the estimated delivery order cash flows for each year of the proposed delivery order term to support the price proposal [Annual Contractor Payments, Schedule H-1, Column (c)].

d) Schedule H-6 Schedule H-6 presents a summary of the proposed annual savings that will be achieved following the installation of the proposed ECMs. Also included in the schedule is the calculated simple payback of each ECM.

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

ECM No. - This number should be consistent throughout the contractors proposal

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

Simple Payback - Shall be the Schedule H-2 Implementation price divided by the Annual Total Savings for each ECM.

L.31 CLASSIFIED MATERIAL - NONE (NOV 1987)

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

L.32 NOTICE OF LABOR PROVISIONS (APR 1984)

a. LISTING OF EMPLOYMENT OPENING (APR 1984)

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

b. INFORMATION FROM DEPARTMENT OF LABOR (APR 1984)

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C. 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.33 RESPONSIBLE PROSPECTIVE CONTRACTORS (APR 1984)

(a) The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 and DEAR 909.104-1 apply.

(b) DOE may conduct preaward surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.34 DISCUSSIONS WITH OFFERORS

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

L.35 INFORMATION OF AWARD (APR 1984)

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

L.36 DISPOSITION OF SOLICITATION DOCUMENTS (APR 1984)

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

L.37 DISPOSITION OF PROPOSALS OR BIDS (APR 1984)

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

L.38 DEAR 952.233-2 SERVICE OF PROTEST (MAR 1997)

(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:

Document Control Specialist - Protests
U.S. Department of Energy
Headquarters Procurement Operations
950 L'Enfant Plaza, Room 8101 (HR-562)
Washington, DC 20024
Facsimile: (202) 426-0170

(b) The copy of any protest shall be received in the office designated

above within one day of filing a protest with the GAO.

© Another copy of a protest lodged with the General Accounting Office shall be furnished to the following address within one day after the filing of the protest with the General Accounting Office:

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

L.40 AVAILABILITY OF SAVEenergy AUDIT REPORTS

DOE made twenty (20) competitive awards in September of 1994 for acquisition of SAVEnergy audits of federal facilities. One of the purposes of the audits was to identify potential ESPC projects. The four sites included in this solicitation were audited in accordance with the scope of the SAVEnergy Audit program, and reports were provided by the contractors who performed the audits. The audit reports are included in the materials available in the technical data library for this solicitation (See provision L.22) should offerors wish to obtain and review them prior to submitting an offer. Offerors are cautioned that the site data packages themselves contain all information required to submit a proposal, and that these reports may have been used as one of the many tools used to construct the data packages. They are NOT part of the site data packages.

L.41 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW. (APR 1984)

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

L.42 ANTICIPATED AWARD DATE

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

L.43 QUESTIONS CONCERNING THE SOLICITATION

All questions concerning this solicitation must be submitted in writing. The Department of Energy encourages the use of electronic means (e-mail) for submission of questions. The Department of Energy will respond in writing if such questions are received by the Government within fourteen calendar days of the date the solicitation is issued. The DOE will continue to accept questions up to the closing date of the solicitation, however, time may not permit answers to questions received after the first fourteen calendar days of

the solicitation period to be prepared and issued.

L.44 CONTRACT BASE PERIOD

BASE PERIOD

Total Maximum Firm Fixed Price of Contract, inclusive of contracts issued for all awardees: $1,500,000,000 ($750,000,000 maximum per contract region)

Minimum Firm Fixed Price of each Contract, per awardee: $150,000

L.45 USE OF NON-GOVERNMENT PERSONNEL IN EVALUATIONS

The government requires non-government personnel from Federally-Funded Research and Development Centers (FFRDCs) (Lawrence Berkeley Laboratory and National Renewable Energy Laboratory as advisors in proposal evaluation because aspects of the technical proposal evaluation require specialized training, experience and skills available from the FFRDCs that are not available in the Department of Energy.

L.46 52.215-8 AMENDMENTS TO SOLICITATIONS. (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL (JULY 1991)

a) Proposals will be evaluated in accordance with applicable DOE acquisition policies and procedures. Evaluation will be performed to determine the offeror's potential for completing the work as specified in the RFP, cost/price reasonableness, and ranking with competing offerors.

b) Award will be made to that responsible offeror(s), whose offer(s), conforming to this RFP, is (are) considered most advantageous to the Government, considering the evaluation criteria in this Section M.

M.2 EVALUATION CRITERIA

Proposals will be evaluated using the criteria specified herein. Proposals will be evaluated using factors in two (2) categories: Technical and Price. Technical Evaluation Factors are more important than Price Evaluation Factors. The Government is more concerned about obtaining superior technical features [*comprehensive technical proposals*] than making an award at the lowest cost to the Government. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of the technical proposal. Offerors are encouraged to submit creative and innovative approaches to the Statement of Work.

A. TECHNICAL CRITERIA. Technical aspects of proposals will be evaluated in accordance with the following criteria:

1. Criterion 1 - Past Performance

Each offeror will be evaluated on their performance under existing and prior projects for similar energy conservation projects. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire Form, identified in Section J, will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

The evaluation of prior performance capabilities will include: the offeror's demonstrated capability to design, implement, and maintain energy conservation projects of similar size and technologies to those required; the offeror's demonstrated ability to provide quality control, quality workmanship and conformance to specifications; the offeror's development, implementation, and adherence to work schedules and the offeror's timely completion of deliverables; the offeror's accurate estimation, management and adherence to cost savings targets; the offeror's skills in efficiently and effectively allocating and directing personnel and resources, including management of subcontracts and the offerors use of small, small disadvantaged and women-owned small business subcontracting; the content and accuracy of technical,

business, cost and/or other reports; offeror's compliance with contract terms and conditions; offerors professionalism, flexibility and cooperative behavior, as well as their responsiveness to inquiries from technical and contract representatives; offeror's ability to finance energy conservation projects, offerors performance and management of energy conservation projects, offeror's overall contract performance.

Note: Firms lacking relevant past performance experience shall receive neutral evaluations for past performance.

2. Criterion 2 - ECMs and Related Technical Capability

Each offeror will be evaluated on their demonstrated technical capabilities to successfully implement each of the ECMs representative of each technology category cited in the Statement of Work (Section C.2.1.). Offeror's will be evaluated on: how they will obtain skills and capabilities (through subcontracting) to successfully implement ECMs representative of each technology category that are currently outside of the offeror's current capabilities; offeror's demonstration of baseline development and their Measurement and Verification (M&V) methods for determining energy savings performance of installed ECMs; offeror's demonstrated understanding of the DOE/FEMP M&V guidelines for Federal Energy Projects for each of the technology categories in Section C.2.1.; the offeror's demonstrated responsibility for operations, maintenance and repair of offered ECMs and the preventive maintenance, inspection and repair programs to be provided and the extent to which the offeror's training approach demonstrates understanding of the Government training needs.

3. Criterion 3 - Regional Projects Management Approach

Each offeror will be evaluated on their demonstrated capability to manage regional projects and to provide a suitable organizational structure to support contract performance. Elements to be evaluated include: the extent to which the organization covers all key elements of successful performance based project management and provides clear assignment of responsibility for all project phases; overall management system is demonstrated to be adequate to successfully perform under the contract; how costs, schedule, and technical performance status is determined through contract completion, on a company level; including methods of price tracking, reporting and control on the management level; description of organization and how it will provide operations, maintenance, repair and training services throughout the contract; verified qualifications of primary personnel (prime and subcontractor) with demonstrated education, experience and success in facility auditing and energy engineering analysis, design and engineering, installation, operations and maintenance, performance measurement and verification; suitability of contingency plan provided to ensure performance in absence of primary personnel; verification that proposed subcontracting and subcontract management indicates effective management approach to select subcontractors and provide quality control and oversight of subcontractor work; verification that subcontractors are selected on competitive basis to the maximum practicable extent, with an emphasis on small, small/disadvantaged and woman-owned small businesses.

4. Criterion 4 - ECM Descriptions and Projected Energy and related Operations and Maintenance Savings

Each offeror will be evaluated on their demonstrated capability to provide ECMs for each of the required technology categories and facilities cited in the data packages and to demonstrate the ability to accurately project energy savings, or to determine that cost effective ECMs do not exist. Elements to be evaluated include the proven technical feasibility, reasonableness, and acceptability of the proposed ECMs; the level and reasonableness of the proposed energy savings; verification that the energy analysis is based on sound assumptions and engineering principles; verification that impacts on Government facilities and operations are acceptable and reasonable; the suitability and service life of selected equipment for each proposed ECM; verification that potential environmental impacts are adequately addressed; verification that proposed project implementation schedules are realistic and reasonable.

5. Criterion 5 - Energy Baseline and ECM Performance Measurement

Offerors will be evaluated on the following measurement elements and capabilities: the baseline and M&V plan demonstrates a clear understanding of compliance with FEMP M&V guidelines; verification that the sampling and data collection plans are acceptable and reasonable and that they are based on proposed ECMs; methods to establish pre and post-installation conditions and determine energy savings are adequate and reasonable; plan for future periodic (annual) measurement of ECMs and facility performance and calculation of current period (year) savings; the M&V plan is consistent with DOE/FEMP M&V guidelines; plan for resolving disputes regarding issues such as baseline, baseline adjustment, energy savings calculations and the use of periodic measures.

6. Criterion 6 - Site Management Approach

Each offeror will be evaluated on the following elements of site management capabilities: the proposed organization to manage and accomplish the proposed ECMs is well suited and addresses all key elements to ensure successful project implementation and maintenance of ECM performance; offeror's organization structure is adequate to provide required operation and maintenance of installed ECMs, whether specific operation and maintenance are done by the contractor or by the Government (and/or Government M&O contractor); offeror's proposed training is appropriate and suitable for the proposed O&M functions to be performed by the Government.

B. RELATIVE RANKING OF TECHNICAL CRITERIA.

PART I - General Regional Contract Capabilities

Criterion 1 - Past Performance
Criterion 2 - ECMs and Related Technical Capability
Criterion 3 - Regional Projects Management Approach

PART II - Technical Approach for Site Specific Projects
Criterion 4 - ECM Descriptions & Projected Energy Savings
Criterion 5 - Energy Baseline & ECM Performance Measurement
Criterion 6 - Site Management Approach

Criterion 2 and 4 are most important and are equivalent. Criterion 3 is next in importance, followed by Criterion 5, 1 and 6 in descending order.

C. PRICE CRITERIA. The price is considered to be the sum of proposed prices in Schedule H-1, column © for all site specific proposals. The prices proposed will be evaluated to establish:

Price Proposal Evaluation Factors

1. The mark-ups and finance charges (Schedules B-1 and B-2) will be evaluated for consistency of application within the proposed price. Mark-ups and finance charges will not be utilized independently as price factors in award decision.

2. Price proposals will be evaluated to assess:

   a. The completeness and realism of the proposed price (i.e. sum of annual contractor payments -- Schedule H-1) with regard to the offeror's understanding of the work.

   b. The reasonableness of the proposed price.

   c. The verification that for each year, the proposed guaranteed cost savings exceed the proposed price (for each site specific proposal and sum of all site specific proposals).

3. The price proposal will not be point scored.

Note: An unrealistic price proposal may be evidence of the offeror's lack of, or poor understanding of the RFP requirements.

M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (APR 1984)

The technical proposal is of greater importance than the price proposal. However, if, after evaluation of the Technical and Price Proposals, two or more competing overall proposals are within the competitive range, evaluated total price to the Government may be the deciding factor for selection, depending on whether the most acceptable overall proposal (excluding price consideration) is determined to be worth the price differential, if any.

M.4 ELIGIBILITY FOR AWARD AND AWARD OF INITIAL DELIVERY ORDERS

The Government intends to make multiple awards to responsible offerors as evaluated in accordance with the criteria set forth in M.1 above. The Government will make award to offerors whose proposals will be most

advantageous to the Government, considering technical, price and other factors.

The Government reserves the right to determine which successful contractor awarded an IDIQ contract will be selected for award of a delivery order for a specific ECM project.

Firms must be on DOE's Qualified List of Energy Service Companies at time of award to be eligible for award. Instructions for application to the Qualified List are presented in 10 CFR 436 (b) "Methods and Procedures for Energy Savings Performance Contracting". The List and how to obtain an application for the list can be located on the Internet at the following: http://www.eren.doe.gov/femp/escolst.html

M.5 PREAWARD SURVEY

The government may make a preaward survey of the best conforming offeror to determine whether such offeror is qualified and capable of performing the contract. The preaward survey will involve examination of the offeror's subcontracting and financial plans and status.

CONTENTS

Schedule No.	Title
B-1	INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (Mark-up)
B-2	INDEFINITE QUANTITY CONTRACT (Project Finance Charges)
B-3	INSTALLATION PRICE
B-4	MARK-UP
B-5	ENERGY SAVINGS PERFORMANCE PERIOD PRICE

	SCHEDULE B-1 -- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT	
TECHNOLOGY CAT. NO.*	TECHNOLOGY CATEGORY	MARK-UP %
1	Boiler Improvements	
2	Chiller Improvements	
3	Building Automation Systems/Energy Management and Control Systems	
4	Heating, Ventilating, and Air Conditioning (not including boilers, chillers, and EMCS)	
5	Lighting Improvements	
6	Building Envelope Modifications	
7	Chilled Water and Chilled Water Piping Systems, Hot Water and Steam Distribution Systems	
8	Electric Motors	
9	Refrigeration	
10	Electrical or Cogeneration Systems	
11	Renewable Energy Systems	
12	Electrical Distribution Systems	
13	Water and Sewage Systems	
	Performance Period Services	

*Refers to renewable energy technology categories in Section C.2.1.

SCHEDULE B-2 -- INDEFINITE QUANTITY CONTRACT (Project Finance Charges)						
Financing Period	**Treasury Note Index**	**< $500K**	**$500K - $1M**	**$1M - $3M**	**$3M - $7M**	**$7M +**
0-3 Years	3 year					
4-6 Years	5 year					
7-10 Years	10 year					
11-15 Years	(Offeror must specify Index here)					

The finance rate charge that shall apply to an individual Delivery Order shall be based on the most recent applicable Treasury Note rate prior to the date of the Delivery Order. Additional financing periods may be proposed by the offeror. The offeror shall amend the schedule to correspond to any such revisions.

SCHEDULE B-3 -- INSTALLATION PRICE
PRICE ELEMENTS

Installation Price includes the direct costs of all tasks required to install ECMs up to and including Government acceptance, such as feasibility studies, pre-installation measuring and monitoring of existing system or equipment energy use, design and engineering, purchase of equipment, labor to install ECMs, commissioning, testing, startup, post-installation measurement of energy use to determine energy savings performance. Price elements submitted on this schedule shall not include any indirect costs such as overhead, financing costs, or profit, nor duplicate those indirect costs included in Schedule B-4 Mark-Up elements.

SCHEDULE B-4 -- MARK-UP
MARK-UP ELEMENTS

Mark-up includes all indirect cost elements such as overhead and general & administrative expenses, profit and other non direct cost elements or markups. The mark-ups submitted in Schedule B-1 will be applied to the installation price

and energy savings performance period price submitted for each delivery order.

SCHEDULE B-5 ENERGY SAVINGS PERFORMANCE PERIOD PRICE
PRICE ELEMENTS

Energy Savings Performance Period Price includes the direct costs of all tasks required to maintain energy savings performance after Government acceptance of installed ECMs. Price elements on this schedule include such items as

direct costs for labor or subcontractor to operate, maintain, and repair installed ECMs, measure and monitor ECM equipment or system for periodic performance verification, project management costs to provide service support. Price elements submitted on this schedule shall not include any direct costs for ECM installation through government acceptance or elements in the mark-ups. The mark-up for Performance Period Services in Schedule B-1 shall be applied to the performance period price for each Delivery Order.

Attachment B

CONTENTS

Schedule No.	Title
H-1	DELIVERY ORDER - PROPOSED GUARANTEED PERFORMANCE AND CONTRACTOR PAYMENTS
H-2	DELIVERY ORDER - ECMs - TOTAL INVESTMENT
H-3	DELIVERY ORDER - CONTRACTOR CASH FLOW
H-4	GUARANTEED - DELIVERY ORDER - GUARANTEED PERFORMANCE AND CONTRACTOR PAYMENTS
H-5	CANCELLATION CEILINGS
H-6	ECM DESCRIPTIONS AND PROJECTED ENERGY SAVINGS TABLE
H-7	ECM SUMMARY TABLE

Contractor Name _____

SCHEDULE H-1 -- DELIVERY ORDER
PROPOSED GUARANTEED PERFORMANCE AND CONTRACTOR PAYMENTS

The Contractor shall complete the following statement:
If selected, the Contractor shall complete the installation of all proposed ECMs not later than _____ months after delivery order award.

Project Site:	**Delivery Order No.**		
Year	**(a) Estimated Annual Cost Savings $(d)**	**(b) Proposed Guaranteed Annual Cost Savings $**	**(c) Annual Contractor Payments $**
ONE			
TWO			
THREE			
FOUR			
FIVE			
SIX			
SEVEN			
EIGHT			
NINE			
TEN			
ELEVEN			
TWELVE			
THIRTEEN			
FOURTEEN			
FIFTEEN			
TOTALS			

(a) The technical proposal supports this estimate of annual cost savings as "REASONABLE"
(b) The "PROPOSED GUARANTEED ANNUAL COST SAVINGS" is based on achieving contractor guaranteed performance per site-specific

M&V Plan agreed to in delivery order.

(c) This represents the delivery order price and should be supported by information submitted in Schedule H-3.

(d) Please attach explanation if estimated annual cost savings varies.

Contractor Name _____

SCHEDULE H-2 -- DELIVERY ORDER
ECMs-TOTAL INVESTMENT

Project Site: Delivery Order No._____

Total Investment

T.C. No.*	ECM No.	Equipment Description Title	Installation Price	Mark-up	Total Investment**

	TOTAL				

* Technology Category Number -refers to renewable energy technology categories in Section C.2.1.
The installation price for each ECM shall include design, project management, labor, material, shipping, testing, and startup involved to complete the installation of the ECM. This figure shall not include any expenses incurred during the Energy Savings Performance Period (e.g, O&M of ECMs) of the delivery order. The Energy Savings Performance Period of the delivery order begins upon acceptance by the Government, which indicates the ECMs are operational and comply with delivery order requirements. Total Investment for all ECMs will be used to establish Payment and Performance Bond Requirements. **Total Investment=Installation Price X (1 + mark-up)

SCHEDULE H-3 -- DELIVERY ORDER
CONTRACTOR CASH FLOW

Project Site:Delivery Order No. _____

	19__	19__	19__	19__ _	20__	TOTALS*
Initial Capitalization (Installation Phase)						
Total Investment (H-2 Total)						
Financing Procurement Cost						
Total Capital Required						
Annual Cash Flow (Service Phase)						
Debt Service:						
Interest						
Principal Repayment						
Total Debt Service						
Expenses:						
Management/Administration						
Operation						
Maintenance						
Repair and Replacement						

Measurement and Verification						
Permits and Licenses						
Insurance						
Property Taxes						
Other:						
Subtotal Service Phase Expenses						
Mark-up (applied to service phase expenses)						
Total Service Phase Expense (sub. x mark-up)						
Total Annual Contractor Payments (Total Debt Service + Total Service Expenses)						

Submit the following as applicable to above debt service: Total Finance Charge: _____ %
T-Bill/T-Note Reference: Term ____ years; Issue Date _____; Interest Rate _____%; Source: _____
(e.g., Wall Street Journal, Web site) *Offerors must complete totals

Offeror Name _____

SCHEDULE H-4 GUARANTEED -- DELIVERY ORDER
GUARANTEED PERFORMANCE AND CONTRACTOR PAYMENTS

The Contractor shall complete the following statement:

If selected, the Contractor shall complete the installation of all proposed ECMs not later than _____ months after delivery order award.

Project Site:	Delivery Order No.	
Year	(a) Guaranteed Annual Cost Savings $	(b) Annual Contractor Payments $
ONE		
TWO		
THREE		
FOUR		
FIVE		
SIX		
SEVEN		

EIGHT		
NINE		
TEN		
ELEVEN		
TWELVE		
THIRTEEN		
FOURTEEN		
FIFTEEN		
TOTALS		

(a) The "GUARANTEED ANNUAL COST SAVINGS" is based on achieving contractor guaranteed performance per site-specific M&V Plan agreed to in delivery order.

(b) This represents the delivery order price and should be supported by information in Schedule H-3.

Offeror Name _____

SCHEDULE H-5

CANCELLATION CEILINGS	
Time Period	Cancellation Ceiling ($)
After Installation of ECMs	
After ECM Acceptance - End of Year One	
After ECM Acceptance - End of Year Two	
After ECM Acceptance - End of Year Three	
After ECM Acceptance - End of Year Four	
After ECM Acceptance - End of Year Five	
After ECM Acceptance - End of Year Six	

After ECM Acceptance - End of Year Seven	
After ECM Acceptance - End of Year Eight	
After ECM Acceptance - End of Year Nine	
After ECM Acceptance - End of Year Ten	
After ECM Acceptance - End of Year Eleven	
After ECM Acceptance - End of Year Twelve	
After ECM Acceptance - End of Year Thirteen	
After ECM Acceptance - End of Year Fourteen	
After ECM Acceptance - End of Year Fifteen	

Cancellation Ceilings for each time period specified above establish the maximum termination liability in the event of contract cancellation or termination for convenience. FAR 52.217-2 or 52.249-2 will apply.

Contractor Name

SCHEDULE H-6

ECM DESCRIPTIONS AND PROJECTED ENERGY SAVINGS TABLE

		Annual Savings						
gy /	ECM No.	(kWh, therms, etc.)	(Equiv. Btu's)	Demand Reduction	Energy Dollar Savings	O&M or Other Savings	Total Savings	Simple ECM Payback

's -Use 1kWh = 3,414 Btu

ollars Saved = Based on rate structure provided in solicitation or site data package and calculated l demand reductions

ayback = Schedule H-2 Installation Price divided by ollars Saved

with multiple energy type impacts show each impact on a separate line using the same ECM No. hing impacts should be treated the same by showing both the energy use increase and decrease.

Contractor Name

SCHEDULE H-7

ECM SUMMARY TABLE

hnology Category No.	ECM No.	(kWh, therms, etc.)	(Equiv. Btu's)	Demand Reduction

iv Btu's - Use 1kWh = 3414 Btu

ECMs with multiple energy type impacts show each impact on a separate line using the same ECM No.
l switching impacts should be treated the same by showing both the energy use increase and decrease.

ATTACHMENT C

U S DEPARTMENT OF ENERGY
REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE
***

2. IDENTIFICATION NUMBER
DE-AC01-98EE73584

3. PARTICIPANT NAME AND ADDRESS

***

4. PLANNING AND REPORTING REQUIREMENTS

A. General Management Plan — Frequency

- X Status Report — M
- _ Summary Report

B. Schedule/labor/cost

- _ Milestone Schedule/Plan
- _ Labor Plan
- _ Facilities Capital Cost of Money Factors Computation
- _ Contract Facilities Capital Cost of Money
- _ Cost Plan
- _ Milestone Schedule/Status
- _ Labor Management Report
- X Cost Management Report — M

C. Exception Reports

- _ Task Management Plans
- _ Conference Record
- _ Hot Line Reports
- X Subcontracting Reports — A

D. Performance Measurement

- _ Management Control Systems Description
- _ WBS Dictionary
  - _ Index
  - _ Element Definition
- _ Cost Performance Reports

E. Financial Incentives — Frequency

- _ Statement of Income and Expense
- _ Balance Sheet
- _ Cash Flow Statement
- _ Statement of Changes in Financial Position
- _ Loan Drawdown Report
- _ Operating Budget
- _ Supplementary Report

F. Technical

- _ Notice of R&D Project (Required with any of the Following)
- _ Technical Progress Report
  - _ Draft for Review
  - _ Final for Approval
- _ Topical Report
- _ Final Technical Report
  - _ Draft for Review
  - _ Final for Approval

- _ Software
- X Other (Specify)
  1. Deliverables as Specified by Delivery Order.

  2. See Enclosure 1 to Attachment C

_ Format 1 - WBS
_ Format 2 - Function
_ Format 3 - Baseline

5. Frequency Codes

A - As Required
C - Change to Contractual Agreement
X - With Proposal/Bid/Application or Significant Changes
M - Monthly
O - Once After Award
Q - Quarterly
S - Semi-Annually
F - Final (end of effort)
y - Yearly or upon renewal

6. Special Instructions (Attachments)

X Report Distribution List/Addresses
_ Reporting Elements
_ Due Dates
_ Analysis Thresholds
_ Work Breakdown Structure
_ Other

Enclosure 1 to Attachment C- Reporting Requirements Checklist

SCHEDULE OF DELIVERABLES FOR DELIVERY ORDERS

Item	Description	Frequency	Due	Copies	Delivered to:
001	Certificate of Insurance	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
	Performance Bond	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
	Payment Bond	One time	15 days after award of delivery order	1	Contracting Officer for delivery order
002	Work Schedule	Monthly	10 days before work start	2	o Contracting Officer for delivery order (1 copy) o Contracting Officer's authorized representative for delivery order (1 copy)
003	Work - Outside Normal Hours	Per occurrence	5 days before work start	3	o Contracting Officer for delivery order (1 copy) o Contracting Officer's authorized representative for delivery order (2 copies)
004	ECM Installation Plan	One time	Per delivery order and, again if additional ECMs are added through modification to the	5	o Contracting Officer for delivery order (3 copies) o Contracting Officer's authorized representative for delivery order (2 copies)

			delivery order		
005	ECM Installation Quality control Inspection Program	One time	With Item 005 above	5	o Contracting Officer for delivery order (3 copies) o Contracting Officer's authorized representative for delivery order (2 copies)
006	Notification of Utility Interruption	Per occurrence	20 working days prior to outage	3	o Contracting Officer for delivery order (1 copy) o Contracting Officer's authorized representative for delivery order (2 copies)
007	O&M Manuals	One time	With training class	6	o Contracting Officer for delivery order (1 copy) o Contracting Officer's authorized representative for delivery order (1 master for reproduction and 4 copies)
008	ECM Performance Verification	Per ECM	Upon ECM installation	5	o Contracting Officer for delivery order (3 copies) o Contracting Officer's authorized representative for delivery order (2 copies)
009	As-built Drawings	Per ECM	90 days after Government's acceptance	3	o Contracting Officer for delivery order (1 copy) o Contracting Officer's authorized representative for delivery order (2 copies)
010	Annual Energy Audit for ECM Performance	Annually	15 days after audit	5	o Contracting Officer for delivery order (3 copies) o Contracting Officer's authorized representative for delivery order (2 copies)

Enclosure 1 to Attachment C

Report Distribution List

MANAGEMENT PLAN	FREQUENCY	NO. OF COPIES	ADDRESS
MILESTONE SCHEDULE AND STATUS REPORT (535)	M	2	A
COST AND LABOR REPORT			
MANPOWER PLAN (534P)			
MANAGEMENT PLAN			
MILESTONE SCHEDULE AND STATUS REPORT (535)			
COST AND DELIVERABLES BY DELIVERY ORDER	A	2	A
MANPOWER PLAN (534P)			
PROJECT STATUS REPORT			
COST MANAGEMENT REPORT (533M)			
MANPOWER MANAGEMENT REPORT (534M)			
CONTRACT MANAGEMENT SUMMARY REPORT (536)			
HOT LINE REPORT			
CONFERENCE RECORD			
NOTICE OE ENERGY RD&D PROJECT (538)			
TECHNICAL PROGRESS REPORT*			
DRAFT FOR REVIEW			
FINAL APPROVAL REPORT*			
TOPICAL REPORT			
FINAL TECHNICAL REPORT*			
DRAFT FOR REVIEW			
FINAL APPROVAL REPORT*			

*COPIES FOR TIC SHALL BE REPRODUCIBLES

ADDRESSEES:

A. U S Department of Energy
Technical-Project Officer
Attn:

1000 Independence Ave., S.W.
Washington, D.C. 20585

B. U S. Department of Energy
Technical Information- Center (TIC)
Special Assistant for Reproductlon
and Processing
Post Office Box 62
Oak Ridge, TN 37830

C. U S Department of Energy
Head, Financial Performance Branch, HR-562
Office of Headquarters Procurement Services
1000 Independence Ave., S.W.
Washington, DC 20585

D. U.S Department of Energy
Office of the Controller
Accounting Systems Branch, CR-44
Washington, DC 20545

E. U S. Department of Energy
Headquarters Procurement Services (HR-542)
Attn: Contracting Officer
1000 Independence Ave., S.W.
Washington, D.C. 20585

F. DCASMA

Attachment D

SUBCONTRACTING PLAN

ATTACHMENT 1 -- INTENTION TO PROPOSE

SOLICITATION NUMBER: [DE-RP01-98EE73584]

WE _____ DO INTEND TO SUBMIT A PROPOSAL.

We will be submitting a proposal for:

	YES	NO
Northeast Region	_____	_____
Mid-Atlantic Region	_____	_____

WE _____ DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

_____

_____

_____

PLEASE RETAIN _____ DELETE _____ FROM SOURCE LIST

AUTHORIZED SIGNATURE: _____

TYPED OR PRINTED NAME AND TITLE: _____

Phone Number _____ FAX No. _____

E-mail address _____

DATE: _____

NAME AND ADDRESS OF FIRM OR ORGANIZATION (Including Zip Code)

_____

_____

_____

NOTE: Unless otherwise stated in the solicitation, no other solicitation material should be returned if you do not intend to submit a proposal.

MAIL TO: Steven C. Jones, HR-542
U.S. Department of Energy
Headquarters Procurement Services
1000 Independence Ave., S.W.
Washington, DC 20585
FAX Number (202)426-0168

ATTACHMENT 2 -- SITE TOUR INFORMATION AND REQUEST FORMS

U.S. Department of Energy, Federal Energy Management Program
IDIQ Request For Proposal DE-RP01-98EE73584

Tour Introduction

The U.S. Department of Energy welcomes your participation in the Northeast/Mid-Atlantic Regional IDIQ Request for Proposal process. As explained in Section L.20 of the RFP, the purpose of the site tours is to familiarize prospective offerors with the proposal sites. These tours are not required in order to prepare the site specific offers since the proposal is to be based only on the information contained in the site specific technical data packages. If you have not already obtained the complete technical data package please refer to Section L.22 of your RFP for ordering information.

Due to the nature of this competitive procurement it will not be possible to answer any site specific questions or solicitation questions during the site tour. Any questions must be submitted in writing to the point of contact identified in Section L.4. Answers to questions and solicitation amendments will be posted as soon as possible to DOE's web site: "Current Business Opportunities, Headquarters Procurement Services" at http://www.pr.doe.gov/solicit.html Please note that all site specific proposals must be based solely on the information in the technical data package. Any site specific assumptions necessary for completion of your proposal must be clearly identified.

Northeast/Mid-Atlantic Super IDIQ ESPC Proposal Tour Instructions

Since each tour group must be limited in size, a number of tours are scheduled in advance. You must complete the tour reservation form following this page in order to reserve a tour space. Each company will be limited to three tour participants in order to provide tour spaces for the anticipated number of offerors. The tour reservation form should be completed and returned to the tour coordinator as soon as possible. Tour requests made after December 5, 1997, may not be confirmed prior to tour date and may not be honored if no tour slots are available. The tours for the Mid-Atlantic region proposal sites will be held on December 15th and 16th, The Northeast region proposal site tours will be held on December 17th and 19th. Tour group participants should plan to arrive at the facility at least one half hour prior to their scheduled tour time. Tour site dates, directions, addresses and other pertinent data are shown below.

MID-ATLANTIC REGION
Tour Site #1, National Agriculture Library, Beltsville, Maryland, December 15th, 1997

National Agriculture Library (NAL)
U.S. Department of Agriculture
10301 Baltimore Ave.
Beltsville, Maryland 20705

Directions:

From: Washington National Airport - (approximately 20 miles) head north on I-395 toward Washington. Exit at South Capitol Street. Follow South Capitol Street over Frederick Douglas Memorial Bridge to I-295 North. On I-295 North follow signs indicating "To I-95 North" - Baltimore. Stay in left lane to exit onto Baltimore-Washington Parkway. Take Parkway to I-95 North - Silver Spring. Follow I-95 to Exit 25A (Baltimore Blvd. - Laurel/U.S. #1 North). Library is located 3/10 mile from exit on right. Visitor parking available.

Metro: Board airport shuttle bus from outside main terminal to Metro. Board Yellow Line train to L'Enfant Plaza. Transfer to the Orange Line. Ride the Orange Line train to the New Carrollton station. Take a taxi to NAL in Beltsville (approximately seven miles).

From: Baltimore-Washington International Airport (BWI) - (approximately 25 miles) follow signs out of airport to Baltimore-Washington Parkway, exit toward Washington. Take the Parkway to exit I-95 North - Silver Spring. Follow I-95 North to exit 25A (Baltimore Blvd. - Laurel/U.S. #1 North). Library is located 3/10 mile from exit on the right. Visitor parking is available.

BWI Limo Service: (301)441-2345 or 1-800-284-6066. Dispatch hours are from 7:00am to 8:00pm. Call 24 hours in advance for reservations to the airport. The fee is $18.00 one way.

From: Dulles International Airport - (approximately 40 miles) take Dulles Airport Access road to I-495 North (Capitol Beltway) toward Frederick and Baltimore. Follow Beltway signs indicating "495 East to Bethesda-Baltimore." Continue on I-495 East to I-95 South, take Exit 25A (Baltimore Blvd. - Laurel/U.S. #1 North). Library is located 3/10 mile from exit on the right. Visitor parking is available.
From: South Agriculture Building - (approximately 15 miles) head east on Independence Avenue up Capitol Hill (caution - road curves left two blocks past the Capitol). Travel past Robert F. Kennedy Stadium to I-295 North (signs indicate "I-95 North"). Follow to the Baltimore-

Washington Parkway. Take BW Parkway to I-95 North - Silver Spring. Follow I-95 to exit 25A (Baltimore Blvd. - Laurel/U.S. #1 North). Library is located 3/10 mile from exit on the right. Visitor parking is available.

Metro: ride the Orange Line from the Smithsonian Station (12th and Independence Ave.) to the New Carrollton Station. Take a taxi to NAL in Beltsville (approximately seven miles).

Tour Site #2, National Gallery of Art, Washington, D.C., December 16th, 1997

National Gallery of Art
6th and Constitution Ave., N.W.
Washington, D.C. 20565

Directions: the Gallery is located in Washington, D.C. , in an area defined by Constitution and Madison Avenues to the North and South and 3rd and 7th Streets to the East and West, respectively. Tour participant access to the Gallery is limited to the main lobby of the East Building off 4th Street. PARKING IS EXTREMELY LIMITED IN THE VICINITY OF THE GALLERY. Tour participants are encouraged to use the Metro System. The Archives-Navy Memorial is the nearest station. Arriving at National Airport take the yellow line directly to the Archives-Navy Memorial station. Arriving at Dulles, take Highway 66 to the Roosevelt Bridge and proceed down Constitution Ave. to the Gallery. Parking garages in the area include: Atlantic Garage at 601 Penn Ave. North Building/(202)466-4300 and Colonial Parking at 601 Penn Ave., NW. Note: garages in this area fill up early.

Facility Map: will be provided for viewing by tour participants on the day of the tour.

Camera Policy: cameras not permitted.

Tape Recorder Policy: tape recorders not permitted.

NORTHEAST REGION
Tour Site #3, General Services Administration, Albany, New York, December 17th, 1997

Leo W. O'Brien Federal Building
Clinton Ave. & No. Pearl
Albany, New York

Directions:

From : Albany Airport - from the Airport Exit follow signs to Albany and Albany Shaker Road. Turn left on Albany Shaker Road and go straight until the road ends at the RCA Building (with Nipper on top). Make a right turn onto Broadway and go through one traffic light. The Federal Building will be on your right after you go through the traffic light.

From: the thruway - take Thruway Exit 23 and follow signs for I-787 North and Downtown Albany. Exit right at the Route 9 North and 20 West sign, and then go straight to the Clinton Avenue Exit. As you come off of the ramp, the Federal Building will be on your right.

Tour Site #4, U.S. Coast Guard Air Station, Cape Cod, Massachusetts,

December 19h, 1997

U.S. Coast Guard Air Station
Cape Cod
Otis ANGB, MA 02542

Directions:

From :Logan Airport - Exit airport through Sumner Tunnel ($1.00 Toll) toward Downtown Boston. End of tunnel stay to right and follow signs to Rt. 93 South. Take left up on to Rt. 93 South, to Rt. 3 South, to Rt. 6, Exit 2, to 130 South, to Snake Pond Rd. There is a large sign "Mass. Military Resv.". Follow road to Sandwich Gate, take middle road (Turpentine Road) to first blinking traffic light, take right, on Lee Road, take next left on East Hospital Rd., Building 5215 is large, two story brick building, second building on the left, second floor. If lost call (508)968-6494 for directions.

From: Greene Airport, Warwick, RI - Rt. 95 North to 44 East to Cape Cod, to 495 South to 28 South to second rotary after bridge, 3/4 way aroung rotary to Mass. Military Resv. (Connery Ave.) to Main Gate, first right after main gate, West Hospital Road, bear to left, go past small fire station to stop sign, continue straight, second building on left on East Hospital Rd., Bldg. 5215, 2nd floor.

Cameras - No.

Tape Recorders - Yes.

U.S. Citizenship Required - Yes.

Security Clearance - No.

Northeast/Mid-Atlantic IDIQ Tour Request Form

Instructions:

1. Select tour team for each of the tours identified below.
2. Fill in name for each tour member for each tour.
3. Fill in company name and contact name and phone number.
4. Send completed request form to: Attn: Paul J. King, FAX number (617)565-9723, phone number (617)565-9712, e-mail address paul.king@hq.doe.gov

Tour Site #1, National Agriculture Library, Beltsville, Maryland, December 15th, 1997

Company Information

Company Name _____

Contact Name _____

Contact Phone Number _____

Contact Fax Number _____

Tour Group

Name _____

Name _____

Name _____

Tour times (indicate 1st, 2nd and 3rd choice)

9:00-11:00am _____, 12:00-2:00 pm _____,

3:00-5:00pm* _____

*only if necessary

Tour Site #2, National Gallery of Art, Washington, D.C., December 16th, 1997

Tour Group

Name _____

Name _____

Name _____

Tour times (indicate 1st, 2nd and 3rd choice)

9:00-11:00am _____, 12:00-2:00 pm _____,

3:00-5:00pm* _____

*only if necessary

Tour Site #3, General Services Administration, Albany, New York, December 17th, 1997

Tour Group

Name _____

Name _____

Name _____

Tour times (indicate 1st, 2nd and 3rd choice)

9:00-11:00am _____, 12:00-2:00 pm _____,

3:00-5:00pm* _____

*only if necessary

Tour Site #4, U.S. Coast Guard Air Station, Cape Cod, Massachusetts, December 19h, 1997

Tour Group

Name _____

Name _____

Name _____

Tour times (indicate 1st, 2nd and 3rd choice)

9:00-11:00am _____, 12:00-2:00 pm _____,

3:00-5:00pm* _____

*only if necessary

ATTACHMENT 3 SAMPLE CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the Department of Energy RFP number DE-RP01-98EE73584 for the procurement of energy savings services. Increased emphasis has been placed on past performance as an evaluation factor under this RFP. Clients of offerors responding to this solicitation must be identified and participation requested.

You are hereby authorized to respond to inquiries concerning performance on instrument number _____. **Please complete the attached questionnaire and return it directly to the person indicated in the questionnaire.**

Your cooperation is appreciated. If you have any questions, please direct them to _____.

Sincerely,

PAST PERFORMANCE QUESTIONNAIRE - ATTACHMENT 4
Solicitation Number DE-RP01-98EE73584

The information contained in this Questionnaire shall be considered sensitive and **shall not** be released to the Offeror. The Government reserves the right to obtain additional information from this Respondent. With the completion of the Questionnaire please forward to:

Mr. Steven C. Jones, HR-542
U.S. Department of Energy
Office of Headquarters Procurement Services
1000 Independence Ave., SW
Washington, DC 20585
FAX Number (202)426-0168

I. CONTRACT IDENTIFICATION

1. Contractor (Company/Division):

_____

_____

_____ _____

_____

a. Indicate whether the contractors company was the prime contractor or a subcontractor: Prime_____ Subcontractor_____

2. Contract Number: _____
3. Brief Description of Requirement (Energy conservation project/facility energy management services):

_____

_____

_____

4. Contract Type: _____

5. Unusual Contract Features or Conditions:

_____

6. Contract Revisions:

Were there any requirement descopes, partial terminations, major waivers/deviations, or other important changes to the contract terms and conditions? Why did they occur? Were any due to poor contractor performance? What were the adverse impacts to program goals?

_____

_____

7. Contract Value:

	Initial Amount	Current Amount*
Estimated Savings	$_____	$_____
Contractor Payments	$_____	$_____
Guaranteed Savings	$_____	$_____
Value	$_____	$_____

* Should reflect any contract value increases/decreases since initial contract award.

II. PAST PERFORMANCE EVALUATION

Please rate the contractor as "Outstanding" (O), "Very Good" (VG), "Adequate" (A), "Poor" (P), "Unacceptable" (U), or "Not Applicable" (N/A) in the following areas. Please give a short narrative as to why you chose the adjective you did, especially for those areas which are other than "adequate".

A. QUALITY OF PRODUCT OR SERVICES

1. Overall performance in design, implementation and maintaining energy conservation projects.

   Rating _____ Comment: _____

2. Quality control, workmanship, and conformance to specifications.

   Rating _____ Comment: _____

_____

B. TIMELINESS OF PERFORMANCE

1. Development, implementation and adherence to work schedules.

Rating _____ Comment:_____

_____

_____

_____

2. Timely completion of deliverables.

Rating _____ Comment:_____

_____

_____

_____

C. COST CONTROL

1. Accurate estimation, management and adherence to cost savings targets.

Rating _____ Comment: _____

_____

_____

_____

2. Price

If there was any change in the contractor payments or savings to the Government that was the Contractor's fault, please explain the reasons why. Could it have been avoided?

Rating _____ Comment:_____

_____

_____

_____

3. Change proposals submitted were reasonably priced and contained all appropriate supporting documentation.

Rating _____ Comment:_____

_____

_____

_____

D. BUSINESS PRACTICES

1. Contractor's skills in efficiently and effectively allocating and directing personnel and resources, including management of subcontracts and contractors use of small, small disadvantaged and woman-owned business subcontracting.

   Rating _____ Comment:_____
   _____
   _____

   _____

2. Content and accuracy of technical, business, cost and/or other reports.

   Rating _____ Comment:_____
   _____
   _____

   _____

3. Compliance with contract terms and conditions.

   Rating _____ Comment: _____
   _____

4. Contractor's professionalism, flexibility and cooperative behavior, as well as their responsiveness to inquiries from your organization's technical and contract representatives.

   Rating _____ Comment: _____
   _____
   _____

   _____

5. Ability to finance energy conservation projects.

   Rating _____ Comment: _____
   _____
   _____

   _____

E. CUSTOMER SATISFACTION

1. Please comment on the strong and weak points of the contractor's

performance and management of the energy conservation project.

2. Please comment on the overall satisfaction of your organization's technical monitors with contractor performance.

III. RESPONDENT INFORMATION

A. Name of evaluator(s): _____

B. Organization name and mailing address:

C. Telephone number: _____

D. Facsimile number: _____

E. Your role in the program/contract: _____

PAST PERFORMANCE QUESTIONNAIRE

Attachment 5

STANDARD FORMS (SF) 25 AND 25A

PAYMENT AND PERFORMANCE BONDS

NAME(S) & TITLE(S) (Typed)	1. B	2.	

7540-01-152-8060 EXPIRATION DATE 12-31-92 25-107 STANDARD
M 25 (Rev. 1-90)
ous edition not usable Prescribed by GSA -

CORPORATE SURETY(IES) (Continued)

NAME & ADDRESS SURETY C		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SIGNATURE(S)	1	2		
NAME(S) & TITLE(S) (Typed)	1	2		
NAME & ADDRESS SURETY D		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SIGNATURE(S)	1	2		
NAME(S) & TITLE(S) (Typed)	1	2		
NAME & ADDRESS SURETY E		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SIGNATURE(S)	1	2		
NAME(S) & TITLE(S) (Typed)	1	2		
NAME & ADDRESS SURETY F		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SIGNATURE(S)	1	2		
NAME(S) & TITLE(S) (Typed)	1	2		
NAME & ADDRESS SURETY G		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SIGNATURE(S)	1	2		
NAME(S) & TITLE(S) (Typed)	1	2		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SIGNATURE(S)	1	2		
NAME(S) & TITLE(S) (Typed)	1	2		

BOND PREMIUM	RATE PER THOUSAND $	TOTAL $

INSTRUCTIONS

is form is authorized for use in connection Government contracts. Any deviation from orm will require the written approval of the	designated "SURETY(IES)" on the face of the form insert only the letter identification of the sureties.

inistrator of General Services.

ert the full legal name and business address
Principal in the space designated
cipal" on the face of the form. An
rized person shall sign the bond. Any
n signing in a representative capacity (e.g.,
torney-in-fact) must furnish evidence of
rity if that representative is not a member of
rm, partnership, or joint venture, or an
r of the corporation involved.

Corporations executing the bond as sureties
appear on the Department of the Treasury's
f the approved sureties and must act within
mitation listed therein. Where more than
orporate surety is involved their names and
sses shall appear in the spaces (Surety A,
y B, etc.) headed "CORPORATE
ETY(IES)." In the space

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning it's financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix and adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25 (REV. 1-90) BACK

PAYMENT BOND (See instructions on reverse)	DATE BOND EXECUTED (Must be same or later than date of contract)	FORM APPROVED OMB NO. 900 0-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS). Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS CONTRACT DATE | CONTRACT NO.

OBLIGATION:
We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:
The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications
of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:
The principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
	1. Seal)	2.	3.	Corporate Seal
SIGNATURE(S)				

SURETY D				
NAME(S) & TITLES(S) (Typed)	1	2	3	

INDIVIDUAL SURETY(IES)

SURETY C SIGNATURE(S)	1. (Seal)	2. (Seal)	
NAME(S) (Typed)	1	2	

CORPORATE SURETY(IES)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SURETY J	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

NAME(S) & TITLE(S) (Typed)	1.	2.		
NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT $	Corporate Seal
SIGNATURE(S)	1.	2.		
NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25-A (REV. 1-90) BACK

SURETY G