

C.11 GOVERNMENT PROJECTS (May 1998)

There shall be no restriction on Government projects of any kind including those that may provide energy conservation equipment, the removal of existing energy consuming equipment, or the addition of new energy consuming equipment for mission needs. The Government shall notify the Contractor when Government projects are to be implemented which may impact the installation or operations of Contractor installed ECMs. If the Government project affects determination of annual energy savings, then a baseline adjustment will be negotiated and incorporated into the delivery order by modification.

C.12 UTILITY ENERGY EFFICIENCY/RENEWABLE PROJECT FINANCIAL INCENTIVES (May 1998)

The implementation of an ECM may result in the Government being eligible for a financial incentive from the serving utility company. Unless otherwise specified in the delivery order, the Contractor shall be responsible for preparing any and all documentation required to apply for any applicable financial incentive. The Contractor shall submit the utility company application and documentation to the Contracting Officer for Government submission to the serving utility representative. When submitting any utility program application, the Contractor shall also submit a proposal as specified in the delivery order to address disposition of revenues acquired from the serving utility, which shall be negotiated with the Government.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (Alternate I) (May 1997)

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates. All shipments to and from the specific site covered by a delivery order shall be at the contractor's expense. The contractor shall supervise the packing, unpacking, and placement of equipment and systems and shall do so without charge to the Government.

D.2 MARKING (May 1997)

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicate whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer. Any reports or other products to be furnished hereunder shall be adequately packaged and marked to ensure safe delivery. All products must be clearly marked to identify the contents, the sender, the delivery order number, the indefinite quantity contract number, and the individual/office to which the reports or other products are being sent. Any reports or other products to be furnished hereunder shall be adequately packaged and marked to ensure safe delivery. All products must be clearly marked to identify the contents, the sender, the delivery order number, the indefinite quantity contract number, and the individual/office to which the reports or other products are being sent.

D.3 RESPONSIBILITY (May 1998)

The contractor shall be responsible for acquiring, shipping, marking, packaging, storing, and

installing supplies, equipment, and materials required to implement ECMs accepted and approved by the Contracting Officer.

D.4 DELIVERY AND STORAGE (May 1998)

The contractor shall properly store, adequately protect, and carefully handle all equipment and materials to prevent damage. Delivery orders may specify any special State and local requirements for hazardous waste handling, storage, shipping, and disposal as required for known or anticipated generation of hazardous waste.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (May 1997)

Inspection of all items under this contract shall be accomplished by the Government agency's Contracting Officer's Representative (COR), or any other duly authorized Government representative and will be conducted in accordance with the clauses of that title found in Section E below.

E.2 ACCEPTANCE (FEB 1987)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

E.3 52.246-12 INSPECTION OF CONSTRUCTION. (AUG 1996)

(a) Definition.

"Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not:

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed

work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.4 INSPECTION AND ACCEPTANCE OF INSTALLED ECMs (May 1998)

Each delivery order will specify the inspection and acceptance criteria.

(a) Upon full completion of construction, the Government and Contractor shall jointly inspect the installed ECMs. Inspections will be conducted simultaneously, when possible, by both the Government and Contractor representatives to facilitate mutual agreement on satisfactory delivery order performance.

(b) The Contractor shall notify the Contracting Officer, or any duly designated representative, fifteen (15) working days in advance of ECM installation completion (or such other notification period as may be specified in a delivery order) by submitting a written request for inspection. The request shall identify the location, describe the ECMs installed, schedule inspection/testing of ECMs for compliance to the terms of the contract and to verify energy savings potential, and recommend dates for inspection (if any).

(c) The Government shall provide written notification to Contractor of scheduled date and time for Government inspection/testing within ten (10) working days after receipt of inspection notification and request (or such other period as may be specified in delivery order).

(d) Each delivery order may include additional agency specific or site specific inspection and acceptance requirements. The Contractor shall review each delivery order to determine the applicable inspection and acceptance requirements for that delivery order.

(e) Government acceptance of installed ECMs shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.5 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

(a) Definitions.

"Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) terminate the contract for default.

E.6 52.246-20 WARRANTY OF SERVICE (APR 1984)

(a) Definitions: "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to

the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date the defect or nonconformance is detected by the Government. This notice shall state either (1) the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT AND DELIVERY ORDERS (May 1998)

The Contractor shall be required to commence work under this contract within [number of days specified in the delivery order] after receipt of the notice to proceed. Further, the Contractor will prosecute the work diligently and complete the installation of all ECMs in accordance with the schedule established in the delivery order. The total contract period will not exceed 25 years.

F.1.1 The IDIQ contract delivery order period shall consist of a maximum performance period of twenty-five (25) years with a maximum ordering period of 10 years from the date of IDIQ contract award for placement of delivery orders. The initial ordering period extends until April 9, 2000.

F.1.2 The delivery order's term shall be specified in each delivery order. The delivery order term is comprised of the implementation time for all ECMs after award (proposed by the contractor on Schedule H-1 initially, and then on H-5 of the revised proposal (in months)), and the performance period term (also proposed by the contractor on Schedule H-1 initially, and then on H-5 of the revised proposal (in years)). In no event shall a delivery order's contract term exceed twenty-five (25) years after the award of the IDIQ contract.

F.2 PRINCIPAL PLACE OF PERFORMANCE (May 1998)

The principal place of performance will be specified in each delivery order.

F.3 DELIVERABLES (May 1998)

The Contractor shall submit deliverables as specified in the delivery orders.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CORRESPONDENCE PROCEDURES (May 1998)**

To promote timely and effective administration, correspondence submitted under this contract shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), and if delegated, to the Government agency COR. An information copy of the correspondence shall be sent to the DOE Contracting Officer (see below paragraph (c)) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the Contract Form (Solicitation, Offer, and Award Standard Form 33) of this contract, or if a Standard Form 26 is used (Award/Contract), the Government Contract Administration Office designated in block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Angela Carroll Hart
Telephone Number: (423) 576-0999

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) DOE Contracting Officer Address. The Contracting Officer address is as follows:

Contracting Officer
Attn: (Insert Contract Number)
U.S. Department of Energy
Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, TN 37831

- 1) Administration of this IDIQ contract will be performed by the U.S. Department of Energy.
- 2) Administration of each delivery order will be performed by the Contracting Officer for the delivery order.

(e) Identification of Correspondence.

- 1) All correspondence and data submitted by the Contractor under this IDIQ contract shall reference the contract number.
- 2) All correspondence and data submitted by the Contractor under a delivery order shall reference this contract number and the delivery order number.

G.2 BILLING INSTRUCTIONS (May 1998)

(a) The Contractor shall submit the original and three copies of invoices or vouchers in accordance with the Payments provisions in the delivery order.

(b) Each invoice or voucher submitted shall include the following:

- (1) Contract Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice Number
- (5) Amount of Invoice
- (6) Period Covered or Items Delivered
- (7) Cumulative Amount Invoiced to Date

G.3 INVOICES (May 1998)

G.3.1 Start of Invoice Submittals

1. The Contractor may submit single invoices for ECM payments at the end of the first full month for which the cost savings accrue, where all ECMs have been installed, accepted and successfully operational for a 30-day test period; unless otherwise specified in the delivery order. The COR will make the determination of whether the ECMs have been performed in a satisfactory manner for the 30 day test period.
2. In return, the Contractor shall receive monthly payments based on the annual fixed payment schedule, as established in each delivery order [column (b) of Schedule H-5]. Payment of the Contractor's share of accrued savings of less than one month's duration shall be prorated at 1/30th the Contractor's share for each calendar day. Any credits becoming due to the Government may be applied against the Contractor's subsequent invoice with appropriate information attached. Payments will assume the Government is receiving the guaranteed level of annual cost savings from the implemented ECMs for a specific awarded delivery order until year end, when delivery of guaranteed annual cost savings will be verified according to the measurement and verification (M&V) methodology set forth in the delivery order.

G.3.2 Invoice Format

1. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original").
2. The invoices shall be mailed to the address specified in each delivery order.
3. The invoice must include the following:
 - a. Name and address of the Contractor
 - b. Invoice date
 - c. Contract number and delivery order number
 - d. Name and address of the individual to whom payment is to be sent (must be the same as that specified in the delivery order or on a proper notice of assignment)
 - e. Name, title, phone number, and mailing address of person to be notified in

the event of an improper invoice

- f. Monthly payment amount equal to 1/12 of annual Contractor payment less any adjustments for previous year's guaranteed cost savings shortfall and anticipated continuing guaranteed cost savings shortfall for the current year as a result of the annual energy audit (sometimes called annual verification report).
- g. Any other information or documentation required by the contract or delivery order in accordance with the site specific M&V plan.

G.4 PAYMENT TO THE GOVERNMENT FOR ANNUAL COST SAVINGS SHORTFALL (May 1998)

(a) If the actual cost savings in any year of performance of a delivery order is less than the guaranteed annual cost savings set forth in Schedule H-5 for the delivery order, the Contractor shall begin reimbursement to the Government for the shortfall within thirty (30) days after agreement has been reached on the annual energy audit results.

(b) Contractor failure to achieve the guaranteed annual cost savings specified in Schedule H-5, column (a) for the delivery order during a given year may result in a downward adjustment of monthly payments to the Contractor for the next year. Any downward adjustment shall reduce payments by the shortfall determined by the annual energy audit for the previous year's payments and a reduction for the anticipated shortfall for the next year. The reduction for the next year's anticipated shortfall shall continue until the Contractor has submitted evidence that the technical problem creating the shortfall has been fixed. This evidence shall be submitted to the Government Contracting Officer for the delivery order for review and approval prior to modifying the adjustment for the next year.

(c) This remedy is in addition to any other remedy the Government may have under the contract, delivery order, or under the law, including its right to terminate for default.

G.5 DISPOSITION OF ANNUAL COST SAVINGS OVERAGES (May 1998)

If after agreement has been reached on the annual energy audit results, the actual cost savings in any year of performance of a delivery order exceeds the guaranteed annual cost savings set forth in Schedule H-5 for the delivery order, the overage is retained by the Government.

G.6 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR) ADDRESS (JAN 1990)

(a) The COR's address is as follows:

(To Be Named)

(b) The Contractor shall use the COR as the point of contact on technical matters (see the Correspondence Procedures clause, above, for definition), subject to the restrictions of the clause entitled "Technical Direction" located in Part I, Section H.

G.7 CONTRACT ADMINISTRATION FOR THE GOVERNMENT (May 1998)

- G.7.1 The Contracting Officer for the IDIQ contract shall designate authorized representatives for administration of the IDIQ contract by providing the Contractor with the authorized representative's name, address, telephone number, fax number, and email address.
- G.7.2 The Contracting Officer for the IDIQ contract is the only individual that may designate another activity or activities to issue delivery orders under this contract.
- G.7.3 The Contracting Officer for a delivery order shall designate authorized representatives for administration of the IDIQ contract by providing the Contractor with the authorized representative's name, address, telephone number, fax number, and email address.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING (MAY 1997)

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

H.2 52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997) INCORPORATED BY REFERENCE

H.3 CONFIDENTIALITY OF INFORMATION (May 1997)

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the

Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by the Contracting Officer it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all subcontracts.

H.4 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (May 1997)

The Representations, Certifications and Other Statements of the Offeror, dated *****, for this contract are hereby incorporated by reference.

H.5 TECHNICAL DIRECTION (MAY 1997)

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

- (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) Causes an increase or decrease in the total price or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 - (3) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes Alternate I" of the contract.

H.6 MODIFICATION AUTHORITY (May 1997)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.7 GOVERNMENT PROPERTY AND DATA (May 1998)

(a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any real or personal property or data.

H.8 SMALL, SMALL DISADVANTAGED, AND WOMAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (MAY 1997)

The Small, Small Disadvantaged, and Woman-owned Small Business Subcontracting Plan submitted by the Contractor for this contract, and approved by the Contracting Officer on __ is, by reference, hereby incorporated in and made a material part of this contract. Any required revisions to the Plan shall be accomplished by contract modification.

H.9 ORDERING PERIOD LIMITATION (May 1998)

At the Government's discretion, the ordering period may end at the end of the five year legal authority that started with the issuance of the regulation on Energy Savings Performance Contracting on April 10, 1995. The Government intends to modify the contract to extend the ordering period specified in Clause B.5, "Ordering" at a future date.

H.10 FLOWDOWN OF SAFETY AND HEALTH CLAUSE (May 1997)

The clause at DEAR 952.223-71/DEAR 970.5204-2, appropriately adjusted to reflect the contractor/subcontractor relationship, shall be included in subcontracts awarded under this contract if the subcontractor will be performing work under the subcontract at a government-owned or leased facility where DOE has required the contractor to submit a management program and implementation plan (MPIP) in accordance with DEAR 970.5204-2. However, DOE reserves the right to require contractor to submit subcontractor MPIP's to the DOE Contracting Officer for review prior to approval by the contractor and prior to the start of work.

H.11 QUALITY ASSURANCE SYSTEM (May 1997)

In the conduct of the work performed under this contract, the contractor agrees to establish and/or maintain the quality assurance system described in the Contractor's proposal dated _____ and any revisions made thereto as a result of negotiations. If the Contractor has responsibility to perform activities in connection with a nuclear facility, as defined by Title 10, Section 830.3, Code of Federal Regulations, the applicability of the requirements in Section 830.120 shall be determined. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's quality assurance system.

H.12 DELIVERY ORDER REQUEST FOR PROPOSAL AND DELIVERY ORDER FORMATS (May 1998)

The Contracting Officer for this contract will provide prescriptive formats for the delivery order request for proposal and the delivery order, to indefinite quantity contractors upon award, and to authorized Contracting Officers from any Federal agency upon request. These formats are for use by ordering agencies in requesting offers from the contractor(s) for specific delivery order projects, and by contractors in developing their offers. These formats will provide, in contract chronological order, only those provisions and clauses throughout the contract which need to be addressed in developing the description of a specific project, and the differing or additional agency and site-specific requirements relative to it. In addition, they will include a standard format Attachment which provides the framework for the technical description of the specific project site (i.e., the site data package).

Ordering agencies will be required to use these formats, or comparable ones that they develop providing identical information, in requesting offers for specific projects and for placing delivery orders against this contract. The purposes for requiring use of the formats are to minimize the Government's cost of contract administration for this contract and its delivery orders, and to minimize contractor costs for delivery order proposal preparation. In general each delivery order shall:

- (1) incorporate the terms and conditions of this contract by reference;
 - (a) set forth the ECMs to be implemented and the technology categories in which they fall;
 - (b) contain the prices per energy unit to be used in calculating any savings shortfall;

- (c) contain the agreed upon/negotiated energy use baseline, to be defined by either the Federal agency or the contractor as specified in each order;
 - (d) set forth the measurement and verification (M&V) procedure and define the M&V intervals;
 - (e) set forth the value of factors needed to calculate energy savings (i.e. ton-hours of cooling, operating hours, etc.);
 - (f) set forth the estimated and guaranteed energy savings;
 - (g) set forth specific hazardous waste handling and storage requirements (e.g., PCB ballasts removed from lighting fixture retrofits);
 - (h) set forth time frame for completion of repairs;
 - (i) set forth applicable fire prevention procedures, rules, or regulations for fire prevention;
 - (j) set forth compliance requirements for the applicable agency's Spill Prevention Control and Countermeasures Plan;
 - (k) set forth agency- and/or site-specific inspection and acceptance criteria;
 - (l) set forth an installation plan due date and Government review and approval dates for the plan;
 - (m) set forth requirements for as-built drawings;
 - (n) include a Liquidated Damages clause and establish appropriate liquidated damages, at the discretion of the agency; and
 - (o) set forth security requirements.
- (2) set forth a delivery order maximum price;
 - (3) set forth packaging (preservation and packing) and marking requirements for deliverables;
 - (4) specify any Government Furnished Equipment or Government Furnished Information applicable to that order;
 - (5) set forth the Government's required delivery or performance date and the place of performance, indicating therein the Government facility to be utilized;
 - (6) set forth the applicable appropriation and accounting data; and
 - (7) be signed by the authorized Contracting Officer (CO).

Under no circumstances shall an order or a modification to an order be issued:

- (1) prior to contract issuance;
- (2) if the delivery requirements extend beyond 25 years after the award of the initial IDIQ contract; and
- (3) when the order requires access to classified material and security approval has not been provided for inclusion in the order.

The estimated delivery order price may not be exceeded without prior approval of the Contracting Officer.

The following schedules, which will have been completed for the award of the IDIQ contract, shall apply to all delivery orders issued under this contract.

- (1) SCHEDULE B-1 -- IDIQ Maximum Implementation Margins By Technology Category : Schedule B-1 specifies the maximum margins that will be applied to implementation expenses to derive implementation prices in all delivery orders issued under the contract.
- (2) SCHEDULE B-2 -- IDIQ Maximum Performance Period Margin : Schedule B-2 specifies the maximum margin that will be applied to performance period expenses to derive performance period prices in all delivery orders issued under the contract.
- (3) SCHEDULE B-3 -- IDIQ Maximum Finance Charge By Delivery Order Performance Period Term And Amount Financed: Schedule B-3 provides the maximum, fixed, annual percentage rate that, when added to the current Treasury Bill/Note rate will be the total annual percentage interest rate (not including financing procurement price as defined in H.44) that the contractor will charge the Government for financing all delivery orders issued under the contract. The interest rate that shall apply to an individual delivery order shall be based on the reference Treasury Bill/Note rate negotiated in the delivery order.

H.13 PROCEDURES FOR AWARDING DELIVERY ORDERS (May 1998)

The Government may have awarded more than one IDIQ contract for the work specified in the Statement of Work of this contract. The Contracting Officer or other authorized ordering official may issue delivery orders to the Contractor and/or the companion contractors during the terms of the respective contracts. Selection of the Contractor or a companion contractor for issuance of a specific delivery order will be made pursuant to either paragraph (a) or (b) below.

The DOE Contracting Officer or the designated Federal agency's contracting officer shall have the final decision authority as to the extent to which offers will be solicited for individual delivery orders, taking into account technical, economic, and performance risk considerations, and the factors described below. Such decision shall not be subject to dispute under the contract's "Disputes" clause.

No protest under 48 CFR (FAR) Part 33 is authorized in connection with the issuance or proposed issuance of a delivery order under this contract except for a protest on grounds that the delivery order increases the scope, period, or maximum value of the contract. The Department of Energy task and delivery order Ombudsman shall be responsible for reviewing complaints from any contractor arising from the Contracting Officer decision as to the extent to which offers will

be solicited for individual delivery orders, and for ensuring in general that all of the contractors receiving awards are afforded a fair opportunity to be considered. The DOE Ombudsman is **[to be inserted at award]**.

a) Single Source Awards - The Contracting Officer may issue a delivery order to any one of the contractors if he determines unilaterally that:

Competition is precluded by the urgency of the requirement; the delivery order requires the installation, operation and maintenance of ECMs that are highly specialized and only one contractor can provide the ECMs at the level of quality required; a contractor-identified delivery order project (may also be competitive); it is necessary to place an order to satisfy a minimum guarantee; or that the delivery order is a logical follow-on to a delivery order previously issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

b) Competitive Award - The contractor agrees that issuance of a delivery order in accordance with any of the procedures in this clause is deemed to have provided the Contractor with a "fair opportunity to be considered," as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

1. The Contracting Officer may issue delivery orders based on the evaluation criteria specified in Section H.15, "Proposal Evaluation for Government-Identified Delivery Orders". The Contracting Officer may base the issuance on any other evaluation factors deemed appropriate in the exercise of sound business judgment. The factors to be used in selecting the recipient of the delivery order, and their relative importance, will be specified in the delivery order request for proposal if different from those in H.15.

2. The Contracting Officer may issue delivery orders based on evaluation of performance of previous delivery orders. This may also be used as a means of selecting a limited number of contractors (i.e., less than the total number of contractors that received an award for the Statement of Work for this contract) that may submit proposals to be further evaluated in accordance with Clause H.15, "Proposal Evaluation for Government-Identified Delivery Orders".

H.14 REQUIREMENTS FOR PROPOSAL CONTENTS FOR GOVERNMENT-IDENTIFIED DELIVERY ORDERS (MAY 1998)*

The Government anticipates awarding fixed price delivery orders. Delivery order projects may be identified by either Federal agencies or by the contractor(s), and therefore provisions are provided for proposal preparation instructions and evaluation procedures for both scenarios (H.14 and H.15 for government-identified, H.16 and H.17 for contractor-identified). The H.14

instructions and procedures represent the MAXIMUM anticipated requirements for competitively proposing on a specific government-identified delivery order project. Ordering agencies may identify different instructions and procedures in the delivery order requests for proposal for their specific delivery order projects. However, the instructions and procedures provided below will apply unless other instructions are identified in the delivery order request for proposal which supersedes or revises them.

A **Government-identified delivery order project** is one identified by a Federal agency. As projects are identified by Federal agencies, the Contracting Officer for the requirement will issue a delivery order request for proposal inviting a contractor or contractors to submit a delivery order proposal. The contractor(s) shall submit the requested technical and price proposal in sufficient detail as will permit prompt evaluation, selection, and negotiation and/or acceptance of a proposal thereof in accordance with Sections H.15, H.12 and H.13 of this contract. Proposals shall be submitted initially on the most favorable terms from a technical and price standpoint to the Government. The Government reserves the right to accept or reject the initial proposal without further discussions.

As required by the delivery order request for proposal, the Contractor shall submit a technical and price proposal in accordance with the following requirements:

I. Format for Technical Proposal

The technical proposal shall be prepared in the following format, unless specified otherwise in the delivery order request for proposal:

1. Delivery Order ECM Descriptions, Projected Energy Savings, and Schedule
 - a. The Contractor shall complete and submit Schedule H-4 (leaving columns (f), (g) and (h) blank---see H.14 below under "II. Format for Price Proposal"), which provides a summary of the estimated energy and energy cost savings by ECM, technology category, and delivery order.
 - b. For each primary and associated ECM proposed, the Contractor shall submit narrative information for items, as applicable, in the format specified below:
 - (1) Technology Category Number of ECM
 - (2) ECM Number
 - (3) ECM Title and Executive Summary
 - (a) Detailed Description of ECM

- (b) Location Affected
- (c) ECM Interface with Government Equipment
- (d) Proposed Equipment Identification - Provide manufacturer, model number and optional equipment proposed for each ECM component, including manufacturer's literature and specifications.
- (e) Physical Changes - List major physical changes to equipment or facilities required to install proposed ECM such as relocation of equipment.
- (f) Energy Savings Proposed
 - (i) Proposed ECM annual energy savings (in all applicable energy/demand reduction units)
 - (ii) For each ECM proposed, provide a detailed energy analysis documenting the proposed annual energy savings performance of ECM. 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 after the ECM is implemented
 - 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.
- (g) Energy Cost Savings Proposed
 - (i) Proposed ECM annual energy cost savings (in

dollars)

- (ii) For each ECM proposed, provide a detailed energy cost savings analysis documenting the estimated annual energy cost savings generated by the ECM. Documentation of the analysis shall include, at a minimum, the offeror's approach, assumptions, and calculations used to apply the energy tariffs or rate schedules provided in the site data packages to estimated energy savings (in appropriate energy/demand units), to arrive at estimated energy cost savings.
 - (h) Utility Interruptions - Specify extent of any utility interruptions needed for installation of proposed ECM.
 - (i) Agency Support Required - Specify any government agency support required during implementation of the ECM.
 - (j) Potential Environmental Impact - Briefly describe any potential environmental impact resulting from installed ECM.
- c. Delivery Order Project Schedule - Provide a project schedule to include the duration of the following key phases:
- (1) Detailed Energy Survey, ECM and Other Selections, Feasibility Report, and Revised Proposal/ Negotiations and Acceptance: activities to perform the survey, confirm Government data, satisfy remaining data needs, revise ECM feasibility analyses based on discovered information, obtain Government agreement on final ECMs, develop design concepts for agreed upon ECMs, obtain Government agreement on equipment and subcontractor selections and other project details, develop a revised proposal, and negotiate in good faith to an accepted final proposal (*assume Government is involved and responsive in the joint decision-making and negotiations leading to a final accepted proposal*).
 - (2) Engineering/Design/Acceptance: activities to develop preliminary design submittals, with accompanying construction price, for review and approval; and then to develop final design submittals, with accompanying construction price and a revised feasibility study based on the

design-specific data, for review and approval (*assume Government design review of 30 days for the preliminary submittal comments and 15 days for the final submittal backcheck and approval unless otherwise specified in the delivery order*).

- (3) Equipment Procurement Approval/Lead Time (i.e., date Government approves equipment order, date order placed, and date of delivery on-site).
- (4) Installation & Commissioning /Acceptance: separate schedule for each phase of construction that will be individually inspected and accepted by the Government, commencing contractor payments from savings for that phase (*assume Government inspection and acceptance (or rejection) of construction 15 days from inspection request unless otherwise specified in the delivery order*).

2. Energy Baseline and Delivery Order Performance Measurement

The Contractor shall describe how it will provide a complete measurement and verification (M&V) plan for the delivery order that will verify that the guaranteed level of cost savings is delivered annually. The plan shall include, but not be limited to:

- a. M&V Overview - Description of the M&V option(s) selected for this project referenced to the FEMP M&V Guidelines where possible.
- b. Site-Specific M&V Plan - Define a site specific plan, which must include the following elements for each project:
 - (1) Objectives - a statement of what is to be determined (i.e., annual cost savings delivered .
 - (2) Equations proposed - indicate how the annual cost savings delivered by the project will be determined.
 - (3) Assumptions made - summarize the major assumptions made by the offered approach for determining annual cost savings delivered.
 - (4) Parameters to be estimated - indicate parameters to be estimated and the basis for those estimates.
 - (5) Parameters to be monitored - indicate parameters to be recorded,

the nature of the data (e.g., one time or periodic spot measurements, one time or periodic short term measurements, ongoing measurements at time intervals, etc.), and how the data will be used.

- (6) Sampling plan (if required), including:
 - (a) Designation of usage groups - define usage groups for areas with similar characteristics.
 - (b) 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.
 - (7) Data collection plan, including:
 - (a) Specify data to be collected in terms of parameters, unit of measurement, points of measurements, length of time and intervals of measurements;
 - (b) Identification of instrumentation and metering equipment - name and documentation on equipment specifications of monitoring devices.
 - (c) Calibration of equipment - describe protocols for calibrating equipment.
 - (d) Data gathering and quality control - describe quality control procedures for checking completeness and accuracy of the recorded data.
 - (e) Period of monitoring - specify periods of monitoring including duration and frequency.
 - (8) Analysis Method - describe in detail the method of analysis to estimate annual cost savings delivered by the project based on equations and estimated and monitored parameters; and document all calculations and assumptions.
- c. Pre-Installation energy and maintenance baseline including (1) equipment/systems, (2) system performance factors (e.g., lighting levels, temperature set points) , (3) baseline energy use and/or factors that influence baseline energy use, (4) baseline energy cost, and (5) baseline

maintenance cost.

- d. Post-installation energy and maintenance conditions including (1) equipment/systems, (2) system performance factors (e.g., lighting levels, temperature set points), (3) post-installation energy use and/or factors that influence post-installation energy use, (4) post-installation energy cost, and (5) post-installation maintenance cost.
- e. Anticipated circumstances requiring baseline adjustments and the approach for each.
- f. Determination of cost savings based on the selected approach(es) and the pre and post-installation conditions.
- g. Plan for development of annual verification reports, documenting whether the guaranteed level of cost savings was delivered by the project over the year, and Government review and acceptance.
- h. Plan for resolving disputes regarding issues such as baseline adjustments, implementation of data collection plans and calculations, etc.
- i. Plan for measurement and/or verification throughout the performance period so that annual cost savings achieved by the delivery order can be verified annually.

3. Delivery Order Management Approach

Describe and illustrate the overall management system and organization for implementing and managing the delivery order. The proposal shall identify the Offeror's responsibilities during each element of the project implementation period and performance period. Identify personnel integral to performance in each element. Show the lines of authority within the organization. The Offeror shall describe its organization to provide the offered implementation period services such as the detailed energy survey, revised ECM and other selections, feasibility report and revised delivery order proposal, designs, financing, construction, commissioning, and delivery of final post-acceptance documentation (as-builts, O&M manuals, etc.). The Offeror shall describe its organization to provide the offered performance period services such as training, operations, maintenance, repair, and savings measurement and verification. If portions of the project are to be subcontracted (e.g., design of an ECM), identify the subcontracted function, and which element of the contractor's organization will manage the subcontract(s).

II. Format for Price Proposal

The offeror(s) shall prepare and submit Schedules H-1 through H-4 for its Delivery Order Proposals, unless specified otherwise in the delivery order request for proposal. The selected offeror ONLY shall also be required to prepare and submit Schedule H-5 and revised Schedules H-2 through H-4, as part of their preaward requirements. The schedules, explanations of them, and instructions for their completion are provided as follows:

Schedule H-1: Schedule H-1 is used to submit the offeror's proposed estimated cost savings, the proposed guaranteed cost savings, and the contractor payments for each year of the delivery order performance period. The values submitted on Schedule H-1 are for 12-month periods, beginning after complete installation of all ECMs by the contractor and acceptance by the Government, or beginning after complete installation of the first phase of ECM construction by the contractor and acceptance by the Government. See Section H.44 for definition of acceptance. Contractors shall submit Schedule H-1 with all delivery order proposals.

Each delivery order's solicitation document shall specify the baseline energy tariffs that will be used 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 baseline energy tariffs , as supported by Schedule H-4 .

Schedule H-1 column (c) is the delivery order price, which shall be supported by Schedules H-2 and H-3. The contractor shall truncate Schedule H-1 to reflect the actual number of years included in the contractor's proposed delivery order performance period.

SCHEDULE H-1 -- Delivery Order Proposed Guaranteed Performance And Annual 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 Number	Contractor Name

Performance Period Year	(a) Estimated Annual Cost Savings \$	(b) Proposed Guaranteed Annual Cost Savings \$	(c) Total Annual Contractor Payments \$
ONE			
TWO			
THREE			
FOUR			
FIVE			
SIX			
SEVEN			
EIGHT			
NINE			
TEN			
ELEVEN			
TWELVE			
THIRTEEN			
FOURTEEN			
FIFTEEN			
SIXTEEN			
SEVENTEEN			
EIGHTEEN			
NINETEEN			
TWENTY			
TWENTY-ONE			

TWENTY-TWO			
TWENTY-THREE			
TWENTY-FOUR			
TWENTY-FIVE			
TOTALS			

- (a) The technical proposal and Schedule H-4 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) The contractor payment represents the delivery order price and should be supported by information submitted in Schedules H-2 and H-3.

Schedule H-2: Schedule H-2 presents the offeror's estimated implementation price by ECM, technology category, and entire delivery order. Total implementation price (Schedule H-2, column (e), last page total) is used to establish bonding requirements (see section H.37 for performance and payment bond requirements) for the delivery order implementation period.

Technology category numbers are defined in Schedule B-1. The contractor shall assign each ECM within a technology category, an ECM number, and then consistently utilize that number. The contractor shall complete Schedule H-2 on an ECM by ECM basis, group together all ECMs in the same technology category, provide technology category subtotals, and provide delivery order totals. Proposed survey, feasibility study, and design expenses related to specific ECMs, to be incurred after the contracting officer provides written notification of intent to award, shall be entered into Schedule H-2 column (a) for the specific ECM. Proposed construction expenses for ECMs are entered into column (b). Proposed survey expenses related to the delivery order and to be incurred after written notification of intent to award, but not traceable to specific ECMs, shall be listed as a separate ECM under technology category #16 "survey, feasibility study, and design"; the survey expenses shall be entered into Schedule H-2 column (a); and zero shall be entered into column (b). Total ECM implementation expense, which is the sum of columns (a) and (b), shall be entered into column (c). The implementation margins entered into Schedule H-2 column (d) shall not exceed the maximum implementation margins by technology category offered in Schedule B-1. Any proposal preparation, survey, feasibility study, and design expenses incurred prior to written notification of intent to award shall not be listed in Schedule H-2, and shall only be recoverable in implementation margins on delivery orders awarded in the future, if any. After receiving written notification of intent to award, contractors generally perform a detailed energy survey, verify the feasibility of each ECM, revise Schedules H-2 through H-4, and complete Schedules H-5 and H-6. On the revised Schedule H-2, previously proposed feasibility study expenses, incurred after written notification of intent to award, and while investigating ECMs for the delivery order that prove not to be feasible, shall be listed under technology category #16 separately for each non-feasible ECM investigated; the feasibility study expenses shall be entered into Schedule H-2 column (a); and zero shall be entered into column (b).

Contractors shall submit Schedule H-2 with all delivery order proposals. Schedule H-2 shall support the offered debt service (Schedule H-3, row (a)).

**SCHEDULE H-2 -- Delivery Order Implementation Price By ECM,
Technology Category, and Delivery Order**

Note: Use a separate page for ECMs in the same technology category. Provide the delivery order total on the last page.

Project Site		Delivery Order Number			Contractor Name		
			(a) Survey, Feasi- bility & Design Expense \$	(b) Construc- -tion Expense \$	(c)=(a)+ (b) Total Implemen- -tation Expense \$	(d) Imple- -mentation Margin (Not to exceed B-1) %	(e)=(c)x (1+d/100) Implemen- -tation Price \$
Tech No .	ECM No.	ECM Description - Title					
Technology Category Subtotal							
Delivery Order Total(last page only)							

Schedule H-3: Schedule H-3 is submitted to present the Contractor's proposed project cash flow for a specific delivery order. The schedule is divided into two sections. The top section summarizes the amount financed to implement the delivery order. The amount financed equals the total delivery order implementation price from Schedule H-2 plus the contractor financing procurement price (e.g., to arrange the financing). The amount financed is amortized over the performance period term and the offered annual debt service shall be entered in Schedule H-3 row (a). The total annual interest rate charged shall be entered in the Schedule H-3 footnote, and shall not exceed the like-term T-Bill/T-Note index, which shall also be entered in the H-3 footnote, plus the maximum finance charge of Schedule B-3.

The bottom section of Schedule H-3 details the proposed performance period expenses. If expenses are entered in the row labeled "other", the contractor shall itemize and describe the expenses on an attachment. Each year the sum of performance period expenses (row (b)) shall be increased by the performance period margin (row(c)) to arrive at the performance period price (row (d)). The proposed total annual contractor payment (row (e)) in any year shall equal the sum of debt service (row (a)) and performance period price (row (d)) . The performance period margin shall not exceed the maximum value in Schedule B-2.

The contractor shall submit Schedule H-3 with all delivery order proposals. Schedule H-3 shall support the price proposal in the initial offer (annual contractor payments, Schedule H-1, col. (c)), and the revised H-3 shall support the offered fixed annual contractor payments in the revised proposal (Schedule H-5, column (b)). The contractor shall extend H-3 to reflect the actual number of years proposed for the delivery order performance period.

SCHEDULE H-3 -- Delivery Order Contractor Cash Flow

Note: add columns to H-3 so that all years in the performance period are shown.

Project Site	Delivery Order Number	Contractor Name			
		Year 1	Year 2	Year 3	Year 4
AMOUNT FINANCED					
Implementation Price(H-2,col.e,DO total)(\$)					
Financing Procurement Price (\$)					
Total Amount Financed (\$)					
ANNUAL CASH FLOW (PERFORMANCE PERIOD)					
Debt Service:					
Interest (\$)					
Principal Repayment (\$)					
(a) Total Debt Service (\$)					
Performance Period Expenses:					
Management/Administration (\$)					
Operation (\$)					
Maintenance (\$)					
Repair and Replacement (\$)					
Measurement and Verification (\$)					
Permits and Licenses (\$)					
Insurance (\$)					
Property Taxes (\$)					
Other (describe & itemize on attach.)(%)					
(b) Subtotal Performance Period Expenses (\$)					
(c) Margin (not to exceed B-2)(%)					
(d)Performance Period Prices ((d)=(b)x(1+c/100))					
(e)Total Annual Contractor Payment ((e)=(a)+(d))					

Submit the following as applicable to above debt service:

Total Annual Interest Rate: _____% (not to exceed B-3 plus T-Bill/T-Note reference)

T-Bill/T-Note Reference: Term _____ years; Issue Date _____; Interest Rate _____%;

Source: _____ (e.g., Wall Street Journal, web site)