

**L.9 FALSE STATEMENTS**

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.10 DISCUSSIONS WITH OFFERORS**

DOE intends to make award(s) based on initial offers received in response to this solicitation. However, the Contracting Officer may, at her discretion, establish a competitive range of offerors prior to selection and conduct written or oral discussions with all responsible offerors whose proposals have been determined to be within that competitive range. Offerors will be notified of a competitive range, if established, and of the date, time, and place for any discussions. Any such discussions will be conducted in accordance with DOE acquisition policies and procedures.

**L.11 PERIOD FOR ACCEPTANCE OF OFFERS**

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 150 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.12 TIME, DATE AND PLACE PROPOSALS ARE DUE****(a) Bid/Proposal Submission by U.S. Mail**

Bids/Proposals must be received at the mailing address below:

U.S. Department of Energy  
Golden Field Office  
Attn: Solicitation No. DE-RP36-98GO10219  
1617 Cole Blvd., Bldg. 17/3rd Floor Reception  
Golden, CO. 80401

by NO LATER THAN 3:00 p.m. local prevailing time on 6/1/98 (CAUTION: See bid/proposal submission instructions, including the provision describing treatment of Late Proposals, Modifications and Withdrawals in Section L of this solicitation.)

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

Offerors electing to submit bid/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 address above by the date and time specified above. Such bids/proposals must be closed and sealed as if for mailing.

**L.13 ALTERNATE PROPOSAL INFORMATION - NONE**

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

**L.14 AMENDMENTS TO SOLICITATION**

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. 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. Alternative (2) is preferred but not required. The Government must receive the acknowledgement by the time specified for receipt of offers. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. All amendments will be issued via the Internet, as was the original solicitation. Requests for mailed copies will be accepted.

**L.15 DISPOSITION OF SOLICITATION DOCUMENTS**

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.16 ANTICIPATED AWARD DATE**

For purposes of price proposal preparation, offerors should use October 15, 1998 as the anticipated award date.

**L.17 CONTRACT AWARDS**

(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.

(c) 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.18 NUMBER OF AWARDS**

It is anticipated that there will be a minimum of one (1) and a maximum of three (3) awards resulting from this solicitation. The Government reserves the right to determine what number of awards will be made within that range.

#### **L.19 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract resulting from this solicitation, with all projects to be awarded by delivery orders against the awarded contract(s).

#### **L.20 INFORMATION ON AWARD**

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

#### **L.21 FAR 52.233-2 and DEAR 952.233-2 SERVICE OF PROTEST (AUG 1996)**

(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:

U.S. Department of Energy  
 Golden Field Office, Bldg. 17 Reception  
 1617 Cole Boulevard  
 Golden, CO. 80401  
 Attn: Solicitation No. DE-RP36-98GO10219

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GAO.

(c) Another copy of a protest lodged with the GAO shall be furnished to the following address within the time described in paragraph (b) of this clause:

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

**L.22 CLASSIFIED MATERIAL - NONE (NOV 1987)**

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

**L.23 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.24 RESERVED**

**L.25 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.26 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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.27 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (UNRESTRICTED)**

The Standard Industrial Classification (SIC) code for this acquisition is 8711. This acquisition is unrestricted and contains no set-aside provisions.

#### **L.28 PROJECT SITE TECHNICAL DATA**

All the technical data that is required in order to submit a proposal is provided with this solicitation, in Part IV, Section J, Attachment 5. The technical data at this Attachment 5 includes all the following categories of information:

- a. General Site Information
- b. Table of Required PV System/ECM installations, as applicable
- c. Existing energy system specification and consumption data
- d. Site utility rate and consumption data
- e. Site specific project requirements and rebate programs

The site specific proposal is to be prepared using the technical data included in this Attachment ONLY. Any assumptions made and used in preparation of the proposal, due to incomplete information, or any other reason, should be clearly identified and documented in the proposal, with support provided for the assumption(s).

**L.29 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL**

(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.

(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.

<u>Proposal Volume - Title</u>	<u>Number of Copies</u>
Volume I - Offer & Other Documents	1
Volume II - Technical	7
Volume III - Cost/Price	2

(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. External markings and place for submission are indicated in the solicitation.

**L.30 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 acknowledgements, 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 Acknowledgements fully executed.
- (3) Summary of plan for competition in Subcontracting.
- (4) Exceptions and Deviations taken to the model contract, if any.
- (5) Summary of Exceptions and Deviations taken in other Volumes, if any.
- (6) Evidence of inclusion on DOE Qualified List of ESCOs.

(c) The Proposal Form:

- (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 that prescribed in the solicitation provision entitled "Offer Acceptance Period", which shall apply if no other period is offered. (See Section L.11.)
- (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) Competition in Subcontracting:

- (1) See clauses entitled "Subcontracts (Fixed-Price Contracts)" and "Competition in Subcontracting" of the contract clauses.
- (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. A general summary of the offeror's plan for competitive solicitation of proposed subcontractors shall be discussed in this section, to include indication of when if ever non-competitive selection of proposed subcontractors would be considered to be justified.

(f) 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.

(g) 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.

(h) Offeror shall provide evidence of acceptance on the DOE Qualified List of Energy Service Companies or shall show evidence of actions taken in applying for acceptance onto the Qualified List.

### L.31 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL

a. General Requirements. Technical Proposals shall be precise, factual, complete and descriptive in ONLY 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 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.

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 the site plus a maximum of five (5) pages for the site specific PV/ECM. Appendices or attachments to the five page PV/ECM narrative is allowed to provide supporting information such as manufacturer's data and assumptions/analyses for PV/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 the site plus the first 5 pages (and PV/ECM appendices or attachments) per PV/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.31.1 PART I - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT -- GENERAL CONTRACT CAPABILITIES**

**Criterion 1. References for Past Performance**

The offeror will provide up to 4 references, in tabular format, for previous (construction completed) photovoltaics projects, each with an installed cost greater than \$50,000. The offeror will include for each reference the following:

1. The project title
2. The contract number
3. The project location
4. The project dates
5. Client contact information (contact name of contracting officer and project manager, full addresses, phone numbers)
6. Describe the type of PV system and any energy conservation measures that were implemented.
7. Annual non-renewable (defined as grid-connected electricity, natural gas, diesel fuel, propane or other) fuel saved from the project.
8. Project cost
9. Subcontractors

The references provided should be aware that they may be contacted by DOE relative to the project they performed, and be willing to take the time when contacted to provide past performance information, against which the offeror will be evaluated.

In addition, offerors are authorized to provide information as part of their submission on problems encountered on the identified contracts and the offeror's corrective actions.

## Criterion 2. Technical Capability

### 1. PV and Energy Efficiency Project Experience

The offeror shall briefly describe either of the following options in order to demonstrate their ability to implement the types of PV systems and associated PV/ECMS as specified in Section C. of this RFP.

- Option 1: Describe at least two (2) previous projects implemented by one or more of the offeror's project team members that incorporate both photovoltaics (PV) and energy-efficiency measures. (Note: each project could have been implemented by different team members) or;
- Option 2: Describe at least two (2) previous photovoltaics projects and at least two (2) energy efficiency projects implemented by one or more of the offerors project team members. (Note: each of the projects could have been implemented by different team members) .

Projects described must be installed and the combined size of the all PV systems described as part of one project must be at least 5 KW. The PV projects described must be one of the following types:

- PV module to generate electricity to meet a direct load.
- PV modules with battery storage.
- PV modules with battery storage and generator back-up (where the generator charges the batteries).
- A grid connected system which feeds power into the customer side of the utility meter during off-peak hours.

If the projects described under either option do not include all of the following components of a PV system, in addition to describing the projects, the offerer must explain how they would obtain the expertise needed to supply the component if called for in a project under this RFP.

The components include: photovoltaic (PV) modules, batteries, controllers, engine generators (or an interface between the PV system and a facility provided engine generator), inverters; as well as energy conservation measures (ECMS) and facility energy management services that demonstrate the offeror's ability to successfully implement the types of projects it proposes to offer agencies under this contract.

For each of the projects, identify whether they were financed through an Energy Savings Performance Contract (ESPC).

The description of each project shall include the project title, contract number (if applicable), location, dates and the name, complete mailing and street addresses, fax number and telephone number of the customer project manager, contracting officer or technical representative. In addition to project client contacts, the offeror should address, at a minimum, the following items:

- Role in projects listed, such as design, financing or constructing the project, and whether the team member was the prime or a subcontractor ;
- Types of PV and ELMS successfully implemented;

- If applicable, for energy savings performance or other performance based contracts, specify:
  - (a) The initial energy consumption of client facilities;
  - (b) The annual (non-renewable) energy and cost savings proposed in the contract; and
  - (c) The Operations and maintenance cost savings
  - (d) The actual annual energy and cost savings achieved.
    - Total Project Cost
    - Describe project performance in terms of schedule and budget (e.g. on time/on budget, early, late, under/over budget, reasons), quality control and workmanship
    - Subcontractors used in the project
    - Describe any contract termination actions taken by client.

## 2. Energy Project Financing Experience.

The offeror shall describe the approach to providing project financing for previous performance based energy services contracts. Describe financial instruments or approaches used on previous projects (provide site specific examples of financing approaches, as applicable to performance based, contractor financed projects identified in L.36.1, Criterion 1, "References for Past Performance") and identify financier points of contact, and phone numbers.

- Identify sureties the firm has utilized to acquire performance and payment bonds during the construction phases, and provide surety points of contact and phone numbers.
- The offering firm's capability to successfully implement the PV systems and ECMs using an energy service performance contract shall be described.

## 3. Qualifications of Personnel

The Offerer shall provide personnel qualifications and experiences for the following functional areas:

- (a) facility auditing and energy engineering analysis,
- (b) design and engineering of PV systems and energy efficiency measures,
- (c) installation of PV systems and energy efficiency measures,
- (d) operations and maintenance of PV systems, energy efficiency measures and diesel or propane power generators,
- (e) performance measurement and verification.
- (f) ability to deal with environmental issues that arise in conjunction with replacing equipment and disposing of obsolete equipment.

Furthermore, 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).

4. **Project Management:**

- **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.
  - (a) 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.
  - (b) 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.
- **Level of operation, maintenance, and repair responsibility the Offeror shall assume.** The Offeror shall describe its ability to provide organization operations, maintenance, repair and training services for projects throughout the U.S. and U.S territories. Specify criteria used to establish location of local service point(s) and available hours of service. Furthermore, the offeror shall describe the preventative maintenance, inspection, and repair program to be provided.
- **Overall Management:** The Offeror shall describe and illustrate the overall management system and organization for managing projects under the proposed contract. 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).
- **Government training:** Identify PV systems and ECMs for which contractor would provide Government employee training.

**L.31.2 PART II - DELIVERY ORDER -- TECHNICAL APPROACH FOR SITE SPECIFIC PROJECTS**

For each of the Project Sites identified in the technical data package at Attachment to the solicitation, the Offeror shall prepare a technical narrative addressing the technical approach for required PV system and ECMs. 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. The technical approach shall be prepared in the following format:

**Criterion 3. Technical response to site data package**

**1. Descriptions of PV\ECMs and projected energy savings**

For the project site described at Attachment 5 to this solicitation, the offeror shall provide a summary table DO-IV Schedule identifying all the PV and ECM measures that they would propose

for the site. The PV/ECMs should be organized in two primary subgroups; 1) ECMs (such as lighting changeouts) to reduce the load on the PV system, 2) ECMs that involve fuel switching to reduce the load on the PV system. The total conventional energy load reduction due to the PV system and all ECMs proposed shall be identified. The offerer shall submit narrative information, as applicable, in the format specified below for each proposed PV and/or PV/ECM:

- **PV system and/or ECM No. and Name**
- **Location Affected**
- **PV system or ECM Interface with Government Equipment**
- **Proposed Equipment Identification** - Provide manufacturer, model number and optional equipment proposed for each PV system and/or ECM component, including manufacturer's literature and specifications.
- **Physical Changes** - List major physical changes to equipment or facilities required to install proposed PV system and/or ECM such as relocation of equipment.
- **Non-renewable Energy Savings Proposed** (Non-renewable energy sources include grid-connected electricity, natural gas, propane, diesel fuel)
  - Proposed PV system and/or ECM annual non-renewable energy savings (in all applicable energy/demand reduction units)
  - For each PV system and/or ECM proposed, provide a detailed energy analysis documenting the proposed annual non-renewable conventional energy savings of the PV system and/or 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 PV systems and other ECMs.
    - Cite references used for data, assumptions or empirical formulas.
- **Operations and Maintenance (O&M) Cost Savings** - Specify the dollar value to the agency from savings in O&M.
- **Agency Support Required** - Specify any government agency support required during implementation of the PV/ECM.

- **PV system Project Schedule** - Provide a project schedule to include the duration of the following key phases:
    - Investment Grade Facility Audits to confirm PV system and/or 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
2. **Site-Specific Monitoring and Verification Plan** - Define a site specific plan, which must include 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 conventional energy savings, including variable load, hours of operation, installation status of measures, etc.
  - 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.
      - Data collection plan, including:
        - (1) 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.
        - (2) Identification of instrumentation and metering equipment - name and documentation on equipment specifications of monitoring devices.
        - (3) Calibration of equipment - describe protocols for calibrating equipment.
        - (4) Data gathering and quality control - describe quality control procedures for checking completeness and accuracy of the recorded data.

- (5) 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 conventional 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 conventional energy savings based on the selected approach and the pre and post-installation conditions.
  - Plan for future periodic (annual) measurements of PV system and/or 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.
3. **Site Management.** 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).
- **Maintenance and Operations.** Show the organization structure and describe the approach for installed PV system and ECMs for performance of the delivery order's maintenance and operation requirements.

### L.32 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, PRICE PROPOSAL - OTHER

- (a) General Requirements: The Price Proposal consists of the offeror's price to perform the work as set forth in the Statement of Work, for the site described in the technical data package at Attachment 5 to this solicitation. The Delivery Order Schedule DO-Ia column (b) total is considered to be the price proposed by the contractor. Since the Price Proposal will be evaluated to determine such matters as the realism and reasonableness of price and the realism of estimated savings, as well as an understanding of the magnitude of the effort, it should be accurate, complete and well documented. Offerors are therefore requested to provide adequate supporting documentation for the implementation and performance period pricing submitted in Schedules DO-II and DO-III, to include manhours proposed, published price lists, catalog pricing, the bases of estimates used, etc. necessary for the evaluators to make overall

determinations of realism and reasonableness. The inclusion of inflation rates in the schedule pricing should not occur. If inflation is included in the calculations, however, an explanation of the method used and rationale therefor must be provided. Contractual price information is not to be included in the Technical Proposal, Volume II, or the Offer and Other Documents, Volume I.

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

(1) **Estimating Procedure:** Provide a summary explanation of the offeror’s estimating procedures in general, sufficient that there be a clear understanding of how the offeror:

- (i) develops/gathers verifiable data;
- (ii) applies judgmental factors in projecting from known data to the estimate;
- (iii) uses contingencies in proposed pricing;

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

(3) **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.32.1 PART I - SCHEDULES TO BE INCORPORATED INTO THE INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**

**L.32.1.1 Price Schedules Required** The offeror shall prepare and submit the following price schedules. The schedules listed below will be incorporated into the resultant contract.

Section B - Completed IDIQ Contract Schedules (See Part III, Section J, Attachment 2):

IDIQ-I	IDIQ Contract Mark-ups
IDIQ-II	IDIQ Contract Project Finance Charges
IDIQ-III	IDIQ Contract Implementation Period Price Elements
IDIQ-IV	IDIQ Contract Implementation Period Mark-up Elements
IDIQ-V	IDIQ Contract Performance Period Price Elements
IDIQ-VI	IDIQ Contract Performance Period Mark-up Elements

**L.32.1.2 Instructions for Completing Schedules**

**Schedule IDIQ-Ia - IDIQ Contract Mark-ups:** The offeror shall complete Schedule IDIQ-Ia by proposing the maximum mark-ups that will be applied to all delivery orders under the proposed IDIQ contract, by technology category.

NOTE: The mark-up is the percentage difference between the contractor’s proposed payment and the amortized construction/installation price and performance period costs for the PV/ECM project. Separate mark-ups must be proposed for each technology category and for the project performance period. 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:

Implementation Price Mark-up Elements:

Costs to perform surveys prior to establishment of feasibility

- indirect labor
- overhead costs other than labor
- sales, general and administrative expenses
  
- ESCO markup of subcontractor supplied equipment, material, or labor
- ESCO profit

Performance Period Mark-up Elements:

- 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-up proposed, negotiated, and included in the indefinite quantity contract for application to delivery orders placed. The mark-up shall not include the implementation price, Performance Period price, or project finance charges. The mark-up proposed is to be a maximum figure and may be voluntarily decreased by the contractor in subsequent delivery order proposals.

PV/ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule IDIQ-I.

**Schedule IDIQ-II - IDIQ Contract Project Finance Charges:** The offeror shall complete Schedule IDIQ-II by proposing the maximum, fixed, annual percentage rate that, when added to the current Treasury Note rate (as defined by the source for it indicated on the schedule) 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 PV/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 a PV/ECM delivery order project through installation, inspection and acceptance by the Government.

**Schedule IDIQ-III – IDIQ Contract Implementation Period Price Elements:** The offeror shall complete Schedule IDIQ-III by proposing the elements of direct cost that compose implementation price under the proposed IDIQ contract. Installation price elements will remain unchanged through the term of the contract. The types of elements that should be included in this list are feasibility studies for the project, as follows:

- engineering design
- construction financing
- direct costs for installed equipment
- direct material costs
- direct labor costs
- quality assurance, control and inspection
- commissioning

**Schedule IDIQ-IV – IDIQ Contract Implementation Period Mark-up Elements:** The offeror shall complete Schedule IDIQ-IV by proposing the elements of implementation period mark-up under the proposed IDIQ contract. Mark-up elements will remain unchanged through the term of the contract.

**Schedule IDIQ-V -- IDIQ Contract Performance Period Price Elements:** The offeror shall complete Schedule IDIQ-V by proposing performance period price elements under the proposed IDIQ contract. Performance period price elements will remain unchanged through the term of the contract. Examples of performance period price elements are the direct costs of all tasks required to maintain energy savings performance after Government acceptance of installed PV/ECMs. Price elements on this schedule include such items as:

- \* direct costs for labor or subcontractor to operate, maintain, and repair installed PV/ECMs, measure and monitor PV/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-up.

**Schedule IDIQ-VI – IDIQ Contract Performance Period Mark-up Elements:** The offeror shall complete Schedule IDIQ-V by proposing the elements of performance period mark-up under the proposed IDIQ contract. Mark-up elements will remain unchanged through the term of the contract.

#### **L.32.2 PART II - DELIVERY ORDER -- PRICE PROPOSAL FOR SITE SPECIFIC PROJECT**

The technical data package at Attachment 5 to this solicitation contains identified energy system retrofits on which the offeror is required to submit a proposal. The offeror shall prepare and submit each of the Schedules below for the identified PV/ECM project covered by this solicitation.

The offeror shall prepare and submit Schedules DO-Ia, DO-II, DO-III and DO-IV for its delivery order proposals. The schedules are provided in Part III, Section J, Attachment 3 to this RFP. Explanations of these schedules and instructions for their completion are provided below.

Since the price proposal will be evaluated to make determinations of price realism and reasonableness, of an understanding of the magnitude of the effort and an understanding of the requirement of the RFP, the offeror is required to provide adequate supporting documentation with the DO schedules for the implementation and performance period pricing, as well as for estimated savings proposed in the various DO schedules composing the price proposal. All pricing, savings and payments information proposed will also be required to be traceable from one schedule to another.

**Schedule DO-Ia -- Proposed Estimated Annual Cost Savings and Annual Contractor Payments**

Schedule DO-Ia is used to submit the offeror's proposed **estimated** annual energy cost savings, and proposed annual contractor payments for a specific PV/ECM delivery order project. The values submitted on Schedule DO-Ia are for 12-month periods, beginning after completion by the contractor of the implementation period for all PV/ECMs, and acceptance by the Government. The estimated annual energy cost savings proposed for each year of the proposed delivery order performance period shall be based on projected energy savings presented in the technical proposal for the delivery order project. The annual contractor payments proposed shall be for each year of the proposed term after PV/ECM implementation and acceptance by the Government. The estimated annual cost savings in Column (a) of Schedule DO-Ia shall be based on the specified fixed rates for utilities.

**Schedule DO-II -- Proposed Implementation Period Investment for each Delivery Order Project PV/ECM**

Schedule DO-II shall be submitted with estimated implementation period pricing. It reflects the equipment proposed for installation for each PV/ECM indicated along with its implementation price, the contract mark-up (up to the maximum proposed in Schedule IDIQ-I) applied to this pricing, the subtotals of investment for each discrete PV/ECM, and then the calculations of the total estimated implementation, or investment, for all proposed PV/ECMs for the proposed delivery order project. Also provided in the schedule is a column (a) for indication of the average annual operations, maintenance and repair (O&M) during the performance period for each PV/ECM contained in the proposed delivery order project.

The total PV/ECM implementation period investment is used to establish performance and payment bond requirements for the PV/ECM implementation period.

**Schedule DO-III -- Proposed Performance Period Cash Flow for Each Delivery Order Project PV/ECM**

Schedule DO-III shall be submitted for the proposed PV/ECM project with estimated pricing. The schedule presents the offeror's proposed project cash flow for the PV/ECM delivery order project proposed. The schedule is divided into two sections. The Implementation Period section pertains to the total investment, which should trace back to the DO-II, plus the debt service stream and the profit on that investment. The Performance Period section pertains to the total expenses associated with the services the offeror supplies to manage the project, and maintain and verify PV/ECM performance during the performance period of the delivery order term. The offeror shall propose the estimated delivery order cash flow for each year of the proposed term.

As required at the base of the Schedule, the offeror shall specify the total finance charge being applied in the Schedule pricing to amortize the investment (up to the maximum, based on the proposed Schedule IDIQ-II), the Treasury note index used, its issue date and the dated source used for the Treasury note index indicated.

OFFERORS SHALL PROVIDE ADEQUATE SUPPORTING DOCUMENTATION FOR THE IMPLEMENTATION AND PERFORMANCE PERIOD PRICING SUBMITTED IN THESE SCHEDULES DO-II AND DO-III, TO INCLUDE PRICE LISTS, CATALOG PRICING, THE

BASES OF ESTIMATES USED FOR MANHOURS, ETC. The inclusion of inflation rates in the schedule pricing should not occur. If inflation IS included in the calculations, however, an explanation of the method used and rationale therefor must be provided.

**Schedule DO-IV -- PV/ECM Descriptions and Projected Energy Savings/Energy Supplied Table**

Schedule DO-IV shall be submitted for the proposed delivery order project. The schedule presents a summary of the proposed estimated annual cost savings that will be achieved following the installation of the PV/ECM's included in the proposal. Both the PV/ECM number and technology categories, per Section C.2.1 numbering shall be provided, as well as an adequate description of the PV and each ECM and the other indicated energy information. The PV/ECM numbers indicated in this schedule shall be consistent throughout the offeror's proposal, both technical and price. The annual savings requested for each PV/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.

OFFERORS SHALL PROVIDE ADEQUATE SUPPORTING DOCUMENTATION FOR THE ESTIMATED SAVINGS SUBMITTED IN SCHEDULE DO-IV.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 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 proposed superiority of the technical proposal. In summary then, the BEST VALUE to the Government will be assessed, considering both technical and price proposals. Offerors are encouraged to submit creative and innovative approaches to the Statement of Work. (Also see Section M.2.)

#### A. TECHNICAL CRITERIA

Technical aspects of proposals will be evaluated in accordance with the following criteria:

##### Criterion 1 - Past Performance References

Each offeror will be evaluated on his/her performance under existing and prior projects for similar products or services. 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. 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. Both responsiveness to the quantity of references and from whom, as indicated as required in Section L, and the quality of the references provided will be evaluated.

Note: Firms lacking relevant past performance experience shall receive no more than a neutral/average evaluation for this past performance references criterion.

##### Criteria 2. Technical Capability

#### 1. PV and Energy Efficiency Project Experience

The evaluation of prior performance capabilities will include:

- The offeror's demonstrated capability to manage, design, implement, finance, operate and maintain the full range of photovoltaic and energy conservation projects to those listed in Section C;
- The offeror's demonstrated capability to provide a full range of turnkey services for both photovoltaic systems and ECMs from management to financing, either independently or with a joint venture/teaming approach;
- The offeror's demonstrated ability to provide good quality control, workmanship and to conform to specifications;
- The offeror's demonstrated performance in accurately estimating and managing project cost effectiveness;

## 2. Personnel qualifications

Each offeror will be evaluated on his/her demonstrated technical capabilities in PV and related ECMs in the following areas:

- Verified qualifications of primary personnel (prime and subcontractor) with demonstrated experience and success in design, engineering, construction, operation and maintenance of similar previous PV systems and ECMs;

## 3. Regional management

- Ability to acquire subcontractors to increase capability for successful delivery of offered PV systems and ECMs;
- The extent to which the offeror's demonstrated project O&M approach provides assurance of effective project performance and provides local responsive maintenance support;
- The offeror's demonstrated capability to manage projects and to provide a suitable organizational structure to support contract performance including:
  - Demonstrated adequacy of organizational structure for the performance of this contract (including subcontracts) and of the overall corporate structure to meet contract requirements;
  - Verification that subcontracting plan 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;
- The extent to which the offeror's training approach demonstrates understanding of Government training needs.

### Criterion 3 - Technical Response to Site Data Packages

#### 1. Descriptions of PV\ECMs and Projected Energy Savings

Each offeror will be evaluated on his/her technical response to the project site included in the RFP and to demonstrate their ability to accurately project non-renewable energy and operations and maintenance cost savings. Elements to be evaluated include:

- The proven technical feasibility, reasonableness, and acceptability of the proposed PV system and ECMs;
  - verification that impacts on Government facilities and operations are acceptable and reasonable;
  - the suitability and service life of selected equipment for each proposed PV system and ECM;
  - verification that potential environmental impacts are adequately addressed;
  - verification that proposed project implementation schedules are realistic and reasonable.
- The level and reasonableness of the proposed energy savings;
  - verification that the energy analysis is based on sound assumptions and engineering principles.

**2. Site-specific Monitoring and Verification Plan**

- The baseline and M&V plan demonstrates a clear understanding of compliance with M&V protocols. This includes:
  - verification that the sampling and data collection plans are acceptable and reasonable and that they are based on proposed PV systems and ECMs;
  - methods to establish pre and post-installation conditions and determine energy savings are adequate and reasonable;
  - Periodic measurement approaches for PV systems and ECMs and facility performance are adequate and reasonable to provide assurance of continued effective monitoring of PV systems and ECM performance.

**3. Regional management**

- Each offeror will be evaluated on whether the the proposed organization is well suited to manage, design, build, operate and maintain the proposed PV systems.

**B. RELATIVE RANKING OF TECHNICAL CRITERIA**

The relative weights used for each criterion listed shall be as follows:

	<u>WEIGHT</u>
<u>PART I - General Regional Contract Capabilities</u>	
Criterion 1 - Past Performance References	15%
Criterion 2 - Technical Capability	45%
<u>PART II - Technical Approach for Site Specific Project</u>	
Criterion 3 - Technical response to site data package	40%

**C. PRICE CRITERIA**

The price is considered to be the amount of contractor payments identified in Schedule DO-Ia, column (b) for the site specific proposal. The price proposed will be evaluated to establish:

Price Proposal Evaluation Factors

- a. The completeness and traceability of the proposed price (i.e. sum of annual contractor payments -- Schedule DO-Ia) to the offeror's technical approach to and understanding of the PV/ECM project proposed.
- b. The reasonableness as well as realism of the proposed price (payments), relative to the technical project proposed, and the estimated savings indicated as achievable, based on an evaluation of the DO schedules submitted, as well as the pricing and estimated savings detail provided to support them.
- c. That proposed guaranteed annual energy cost savings exceed the proposed annual contractor payments for each year of the site proposal performance period.

d. That the mark-ups and finance charges proposed for the project are the same as or lower than those contained in the IDIQ contract schedules proposed, and that these markups are consistently applied in the price proposal. The mark-ups themselves will also be evaluated, but only in terms of their overall realism and reasonableness as MAXIMUMS for the offeror.

The price will not be point scored.

## **M.2 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA**

All technical evaluation factors, when combined, are significantly more important than the cost or price. 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 considerations) is determined to be worth the price differential, if any.

## **M.3 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 Section 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, as also explained above.

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," and a qualification request package may be obtained via the Internet on the FEMP home page at <http://www.eren.doe.gov/femp/project> financing icon; or, by request to Tanya Sadler at DOE FEMP HQ office, at (202) 586-7755.

## **M.4 PREAWARD SURVEY**

The Government may conduct preaward surveys in accordance with FAR 9.106 of all responsible offerors whose proposals have been determined to be within a competitive range, if one were established, and may solicit from available sources relevant information concerning the offeror's record of past performance, to ascertain whether such offeror(s) is/are qualified and capable of performing the contract. The preaward survey will include examination of the offeror's subcontracting and financial plan and status. All of this information may be used in making determinations of prospective offeror responsibility.

## DEFINITIONS OF TERMS APPLICABLE TO THIS CONTRACT

The following special and other terms are pertinent to this solicitation. An understanding of them is critical to an understanding of the solicitation requirements.

- 1) Acceptance of Implementation Phase The term acceptance means an authorized representative of the Government has inspected and accepted the contractor installed energy conservation measures, and that these installed energy conservation measures are operational and comply with the delivery order's performance requirements and specifications. Government acceptance shall not relieve the Contractor from responsibility for continued compliance with delivery order requirements during the delivery order's term.
- 2) Annual Energy Audit The term annual energy audit means a procedure including, but not limited to, verification of the achievement of energy cost savings and energy unit savings guaranteed resulting from implementation of PV and energy conservation measures and determination of whether an adjustment to the energy baseline is justified by conditions beyond the contractor's control.
- 3) Project Finance Charges Construction finance charges are the contractor's costs of financing the construction/installation price or cost of construction. A contractor may not require construction financing for a specific delivery order. If a contractor does not require construction financing for a specific delivery order, then this cost element would be zero.
- 4) Indefinite Delivery/Indefinite Quantity (IDIQ) Contract As these IDIQ contracts are appropriately called this, a delivery order contract means a contract for property or services that does not procure or specify a firm quantity of property (other than a minimum and/or a maximum quantity) and that provides for the issuance of orders for the delivery of the property and services during the period of the contract.
- 5) Contracting Officer (CO) and Contracting Officer's Representative (COR) The following four definitions are provided to discriminate between the DOE and Agency CO and COR responsibilities:
  - DOE Contracting Officer, or Contracting Officer refers to the DOE CO, responsible for the administration of the IDIQ contracts.
  - Contracting Officer's Representative refers to the DOE COR, responsible for providing technical direction and administration of the IDIQ contracts.
  - Agency Contracting Officer refers to the ordering agency CO, responsible for award and administration of delivery orders against the IDIQ contracts.
  - Agency Contracting Officer's COR refers to the ordering agency COR, responsible for technical direction and administration of the delivery orders issued against the IDIQ contracts, to include all required reviews and approvals, etc.
- 6) Delivery Order The document that provides the details and requirements (over and above those already in the delivery order contract (IDIQ) or in addition to or different than them) for delivery of property and services within the scope of the delivery order contract.
- 7) Detailed Energy Survey The term detailed energy survey means a procedure which may include, but is not limited to, a detailed analysis of energy cost savings and energy unit savings potential, building conditions, energy consuming, and hours of use or occupancy for the purpose of confirming or revising technical and price proposals based on the preliminary energy survey for delivery orders.

- 8) Energy Baseline The term energy baseline means the amount of energy that would have been consumed annually without implementation of energy conservation measures based on historical metered data, engineering calculations, submetering of buildings, or energy consuming system, building load simulation models, statistical regression analysis, or some combination of these methods.
- 9) Energy Conservation Measure An ECM means measures that are applied to an existing Federally owned building or facility that improves energy efficiency, are life cycle cost effective under 10 Code of Federal Regulations Part 436, Subpart A, and involve energy conservation, cogeneration facilities, renewable energy sources, improvements in operation and maintenance efficiencies, or retrofit activities at an existing Federally owned building or other Federal-owned facilities as a result of -- (1) the lease or purchase of operating equipment, improvements, altered operations and maintenance, or technical services; or (2) the increased efficient use of existing energy sources by cogeneration or heat recovery, excluding any cogeneration process for other than a Federally owned building or buildings or other Federally owned facilities.
- 10) Energy Cost Savings An energy cost savings means a reduction in the cost of energy and related operation and maintenance expenses, from a base cost established through a methodology set forth in an energy savings performance delivery order.
- 11) Energy Unit Savings The term energy unit savings means the determination, in electrical or thermal units [e.g., kilowatt hour (kwh), kilowatt (kw), or British Thermal Unit (Btu)], of the reduction in energy use or demand by comparing consumption or demand after completion of contractor-installed energy conservation measures, to an energy baseline established in the delivery order.
- 12) Fair Consideration Public Law 103-355, codified at 41 U.S.C. 253j, states that all multiple contract awardees (i.e., the awardees from this solicitation) shall receive "a fair opportunity to be considered," pursuant to the procedures established in the contracts they are awarded, for EACH delivery order in excess of \$2,500 that is to be issued under any of the contracts UNLESS one of certain exceptions exist. These exceptions are also provided in the solicitation and the resulting contracts. This is interpreted to mean that unless one of those exceptions apply and is used, that each of the awardees will compete for award of the specific delivery order PV/ECM projects, in accordance with the procedures outlined in the contracts.
- 13) Fixed Price/Price For purposes of these SUPER ESPC IDIQ contracts, the price, or fixed price, of any delivery order issued against the contracts is the sum of contractor payment streams associated with the delivery order performance.
- 14) Guaranteed Savings Guaranteed savings means the contractor shall provide a guarantee of annual cost savings to the Government that exceeds (at least by \$1) the annual contractor payments in column (b) of Schedule DO-I.
- 15) Implementation Price Implementation price shall be the direct costs (without contractor markups) that will be incurred by the contractor to implement the PV/ECM project (delivery order), established at the time of delivery order award. The offeror shall propose the types, categories or elements of costs that it treats as direct costs in its proposal for the indefinite quantity contract. This listing shall be included in any resultant IDIQ contract awarded and apply to delivery orders issued under the contract. The types, categories or elements of costs that would normally be considered direct costs include the following:

- price for installed equipment and material,
- labor attributable to a task covered by the PV/ECM that is normally charged as direct labor to a project by the contractor,
- fringe benefits which would include workman's compensation and liability, State and Federal unemployment compensation, social security, health and welfare insurance, pension funds, vacation time, and training costs,
- subcontractors or consultants costs for performing a portion of the PV/ECM project,

- travel costs, if normally treated as a direct cost by the contractor in its accounting system, and
- construction financing costs.

The price shall not include the costs which are included in the mark-ups, the operation and maintenance costs, finance charges not included in the installation price (construction financing costs), indirect labor, and indirect costs.

16) Implementation Period The implementation period is from date of delivery order award to the date all contracted PV and ECMs are operational and accepted by the Government. If additional PV/ECMs are added to the delivery order by modification, the implementation period for such additional PV/ECMs shall be from date of delivery order modification incorporating the additional PV/ECMs to the date all additional PV/ECMs are operational and accepted by the Government. The implementation period may also be referred to herein as "construction period".

17) Mark-up The mark-up is the percentage difference between the contractor's proposed payment and the combination of the amortized construction/installation price and O&M costs for the PV/ECM project. 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-up proposed, negotiated, and included in the indefinite quantity contract for application to delivery orders placed. The mark-up shall not include construction/installation price, O&M costs, and project finance charges. The mark-up proposed is to be a maximum figure and may be voluntarily decreased by the contractor in subsequent delivery order proposals.

18) Performance Period The term performance period means the period (typically in years) from the date a PV/ECM project is operational and accepted by the Government, to the end of the delivery order's term. The performance period may also be referred to herein as the "service period."

19) Performance Period Price Performance Period Price shall be the estimated direct costs for operations and maintenance for the specific delivery order's PV/ECM project. Examples of the types, categories or elements of performance period costs would be direct labor, material and spare parts required to perform operation and maintenance of the installed PV/ECMs, periodic measurement and verification of PV/ECM performance, project management for the delivery order, etc.

20) Photovoltaics Photovoltaic describes a technology in which radiant energy from the sun is converted to direct current (DC) electricity. Photovoltaic (or PV) cells (not developed until 1954) are devices that use semiconductor material to convert sunlight directly into electricity. Most of these cells are made of silicon semiconductor material treated with special additives. When sunlight strikes the cells, a flow of electrons is generated proportional to the intensity of the sunlight and the area of the cell. PV systems range from very simple to very complex, and they may also be remote or connected to the electric utility grid.

21) Preliminary Energy Survey The term preliminary energy survey means a procedure which may include, but is not limited to, an evaluation of energy cost savings and energy unit savings potential, building conditions, energy consuming equipment, and hours of use or occupancy, for the purpose of developing technical and price proposals prior to selection.

22) Project Finance Charges Finance charges are the contractor's costs of financing the construction/installation price of an PV/ECM project (delivery order) after installation, inspection and acceptance by the Government. The contractor shall propose in Schedule IDIQ-II a maximum, fixed, annual percentage rate, that when added to the Treasury Bill rates will be the total percentage finance charge, not including construction financing which is a component of construction/installation price.

23) Schedule (Uniform Contract Format) Pursuant to the Federal Acquisition Regulation (FAR) at FAR 15.406-1 through -5, which applies to the Department of Energy, solicitations and contracts are required to be assembled in accordance with a uniform contract format consisting of Sections A through M for solicitations and Sections A through J (with K optional as in the contract or retained in the contract file) for contracts. This format is referred to as "the Schedule." Therefore, all references to the Schedule in the solicitation and awards refers to the entire document within these sections, to include the Attachments included as Section J.

24) Technology Category PV/ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule IDIQ-I.