Department of Energy
Golden Field Office
1617 Cole Boulevard
Golden, Colorado 80401-3393

July 1, 1997

To: Prospective Offerors

SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. DE-RP36-97GO10218; SUPER ENERGY SAVINGS PERFORMANCE CONTRACTING (EPSC) COMPETITION FOR U.S. DEPARTMENT OF ENERGY (DOE) CENTRAL AND MIDWEST REGIONS

You are invited to submit a proposal to the United States Department of Energy (DOE), Golden Field Office, to provide energy services for the U.S. DOE Central and/or Midwest regions. (See Attachment 2 to this letter which provides a map of the DOE regions.) This cover letter and its Attachment 1 SUPER ESPC Summary provide what are considered the salient elements of the acquisition. However, these documents are not an integral part of the solicitation and in the event of any inconsistency between them and the enclosed RFP, the RFP Schedule data shall govern. In addition, you are cautioned that the only person you may contact prior to contract award is the undersigned Contracting Officer, in accordance with the instructions provided below and in the RFP.

It is intended that the contracts awarded as a result of this RFP will be fixed price indefinite delivery/indefinite quantity (IDIQ)contracts for energy services pursuant to the terms and conditions of the RFP. Sections A through J of this RFP also represent the draft contract and will be the basis for the contractual relationship between DOE and the solicited offerors. (NOTE: The solicitation is also considered to be a draft of what will ultimately be included in the resulting contracts, and so is addressed that way. Some provisions in the solicitation are included therefore, although unnecessary for solicitation purposes. This is done primarily for contracting office administration purposes, but also for the benefit of the offerors to see how the language is intended to read in the awards.)

You will note upon reading the RFP/draft contract that the intended IDIQ contracts provide terms and conditions that shall apply to all delivery orders issued against the contracts, UNLESS revised by terms and conditions included in the delivery order requests for proposal and deliver orders, in accordance with IDIQ contract instructions. This is necessary due not only to the intended use of these contracts by all federal agencies, who have differing and additional regulations and procedures, but also to the expected wide variety of projects.

The provisions in Sections H.23 through H.29 prescribe the procedures that will be used in describing, evaluating, selecting and awarding delivery orders issued against the resulting IDIQ contracts. Each of these provisions should be examined carefully before submitting proposals for specific delivery order projects. It is also suggested that interested parties become familiar with recent applicable FASA provisions relative to fair consideration of offerors prior to examining the provisions of the RFP (Reference Public Law 103-355, sections 303H, 303I, 303J, and 303K). A brief explanation of our interpretation of fair consideration is also included in the Part III, Section J, Attachment 1 of the RFP.

Subsequent to awards resulting from this solicitation, DOE will provide both a prescriptive delivery order request for proposal (DO RFP) format and a standard data format (SDF) for use by federal agencies, as well as by awardees if they wish, to describe projects for which proposals will be requested and awards made. These formats are intended to simplify the delivery order award process, as well as make it consistent, and they are encouraged although not required for use. The RFP and draft contract require only that either these formats be used, or agency-developed ones that reflect the same contents.

The Government does not anticipate furnishing Government Property or Facilities for performance of any delivery order projects procured against these contracts. This is because of the legislative basis for ESPC, i.e., that the ESCOs incur all up-front costs, to include financing, purchasing and installation of the energy efficient equipment that comprise the delivery order projects.

Award of any contracts will be subject to the Organizational Conflicts of Interest (OCI) clearance of the selected offeror(s). Apparent successful offerors shall be required to submit the OCI information detailed in Section K of this RFP, both for themselves and for their subcontractors.

The SIC Code for this acquisition is 8711. It is unrestricted and contains no set-aside provisions. However, this acquisition is subject to Public Law 95-507 which established a National Policy that Federal Acquisition provide maximum practicable opportunity for participation to Small Business concerns and Small Business concerns owned and controlled by socially and economically disadvantaged individuals.

Instructions for obtaining copies of the technical data package(s) with site-specific information are set forth in Part IV, in the provision at Section L.33 of the RFP. A detailed explanation of this approach to providing technical and other relevant data is found in the summary at Attachment 1 to this cover letter.

Proposal Preparation Instructions are set forth in Part IV - Section L, Sections L.34 through L.37, again with additional general information provided in the Attachment 1 summary. It is stressed that this solicitation covers TWO DOE regions, one comprised of twelve (12) states and the other of eight (8) states. Up to six (6) IDIQ awards are anticipated for EACH of these two regions, and offerors are required to not only indicate whether they are proposing for one or for both regions, but also to submit their offers accordingly, pursuant to the instructions in Section L. Proposal evaluation shall be in accordance with the criteria set forth in Part IV - Section M. Again, offerors will be evaluated for one or both regions, only as they respond and provide the submissions necessary to do so, in response to the RFP requirements in the provisions in Sections L.34 through L.37.

Proposal due date, time and place designated for receipt of proposals and external marking instructions are set forth in Part IV in the provision at Section L.12.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of clarification, if necessary). Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint.

The contract period of performance will be for a base term of twenty-five (25) years, with an initial ordering period of through April 9, 2000. Offerors should take note of the ordering period limitation provision at B.4 in Section B of the RFP that states that the ordering period may end at the end of the five year legal authority that commenced with the issuance of the regulation on Energy Savings Performance Contracting on April 10, 1995. The Government intends to modify the contract at a future date to extend the ordering period specified, when the legal authority is extended.

An Attachment 1 to the RFP provides Definitions of Terms Which are Applicable to this Contract, which are considered critical to an understanding of the requirements of this solicitation. Reading these definitions prior to reading the remainder of the solicitation is highly recommended, particularly if the offeror is not familiar with ESPC.

Any questions must be submitted in writing via: an e-mail message to beth_peterman@nrel.gov; fax to (303) 275-4754; or by mail to the attention of the Contracting Officer, Beth H. Peterman, at the above address, in accordance with the instructions in Part I, Section L, in the provision at L.15, "Questions Concerning the Solicitation." Each question should clearly specify the solicitation area (Provision, Attachment , page number, etc.) to which it refers. In order to expedite handling, please reference on e-mail and faxes, or mark the outside of the mailed envelope "SOLICITATION QUESTIONS - SOLICITATION NO. DE-RP36-97GO10218."

Your interest in the Department's solicitation is appreciated. Should you need any further assistance please contact the undersigned Contracting Officer for this action, Beth H. Peterman, at (303) 275-4719.

Sincerely,

Beth H. Peterman
Contracting Officer

Attachment 1: Super ESPC Summary
Attachment 2: Map of DOE regions

SUPER ESPC SUMMARY

The purpose of this introduction is to outline the major sections and intent of this Super Energy Savings Performance Contract (SUPER ESPC) solicitation and provide an overview of the proposal process. In order to correctly and sufficiently submit a proposal to this solicitation it is STRONGLY RECOMMENDED that the entire document be read.

The purpose of this solicitation is to select several DOE-qualified energy service companies (ESCOs) in each of the two regions covered by the solicitation (See Attachment 2) to provide energy retrofits in federally owned facilities under the format of an energy savings performance contract (ESPC). The Federal agencies may choose to place delivery orders for their Government facilities located in the region under the indefinite delivery, indefinite quantity contract(s) (IDIQs). Federal agencies choosing to place delivery orders under the awarded IDIQ contracts will enter into a memorandum of understanding with the Department of Energy (DOE) which will specify the parties' responsibilities and identify some minimal agency reporting requirements. DOE will authorize Federal agencies to place delivery orders against the contracts, on condition of a DOE review of the delivery order prior to issuance. This condition may be removed by DOE for a specific agency once that agency has successful experience with the process.

The Super ESPC solicitation has been limited to a total award for all delivery order contracts of not exceed $750,000,000 for **each** of the two regions it includes. As required by the Federal rules regarding ESPC contracts these contracts may not exceed a 25-year term. The effect of this requirement is to shorten the maximum term length of any delivery order to the remaining years left in the Super ESPC contract. The offerors will be required to indicate in their offer the regions for which they are proposing, whether one, the other, or both.

This solicitation covers identified buildings and sites, which will be the first delivery orders placed against the awarded IDIQ contracts. However, the number of IDIQ contracts awarded may exceed the number of identified buildings and sites included in this solicitation. Therefore, each contractor awarded a contract as a result of this solicitation may not receive a delivery order for an identified building and site shortly after award, but will receive at least a delivery order or orders for the minimum amount of $150,000 during the contract period.

The contractor shall receive monthly payments as part of delivery order award provisions based on the annual fixed payment schedule, as established in each delivery order. The annual fixed payments may be adjusted based on annual energy audits that will be conducted on or about each anniversary of Government acceptance of the energy conservation measure (ECM) installation date for a specific delivery order award. In the event the annual energy audit reveals that the annual guaranteed energy savings (in both dollars and energy units) were not sufficient to cover the annual contractor payments for the annual period covered, then adjustments shall be made to the next annual year's payments for the shortfall and for the anticipated shortfall for the current year. These adjustments shall be made until the contractor can submit evidence, approved by the Contracting Officer for the delivery order, indicating that the performance efficiency problems causing the shortfall have been corrected. The annual payments made to the contractor, in any case, may not exceed the annual energy and maintenance savings created by the improvements made from installation of energy savings measures.

The solicitation is divided into the twelve standard sections of a federal competitive procurement conducted in accordance with the Federal Acquisition Regulation (FAR), and overall termed the "Schedule." The following table outlines these sections:

Section	Contents
B	Supplies or Services and Prices/Costs
C	Description/Specifications/Work Statement
D	Packaging and Marking
E	Inspection and Acceptance
F	Deliveries or Performance
G	Contract Administration Data
H	Special Contract Requirements
I	Contract Clauses
J	List of Documents, Exhibits, and Other Attachments
K	Representations, Certifications and other Statements of Offeror
L	Instructions, Conditions and Notices to Offerors
M	Evaluation Factors for Award

The required proposal format is explained in the provision at Section L.. The proposal shall be composed of three basic Volumes. Volume I contains general documents that must be completed by each offeror. In Volume II - Technical Proposal, the offeror will outline in detail (Part I) its experience in energy efficiency contracting and ability to organize and accomplish Section C outlined tasks when presented with a delivery order. Part II of this volume will ask the offeror to provide examples of how the offeror will accomplish this work by proposing specific ECM's for each of the three Super ESPC proposal sites. The Volume III - Price Proposal follows a similar format but requests information on the offeror's pricing structure in Part I and then asks that this structure be applied to the ECM's for the proposal sites in Part II. In summary, Part I of Volumes II and Volume III ask for the general approach and pricing the offeror will use on each delivery order and Part II of both Volumes asks that these parameters be applied to each of the proposal sites. Only ONE Volume I will be required for submission, but depending on the regions for which the offeror is submitting a proposal, either one or two of each of Volumes II and III will be required for submission.

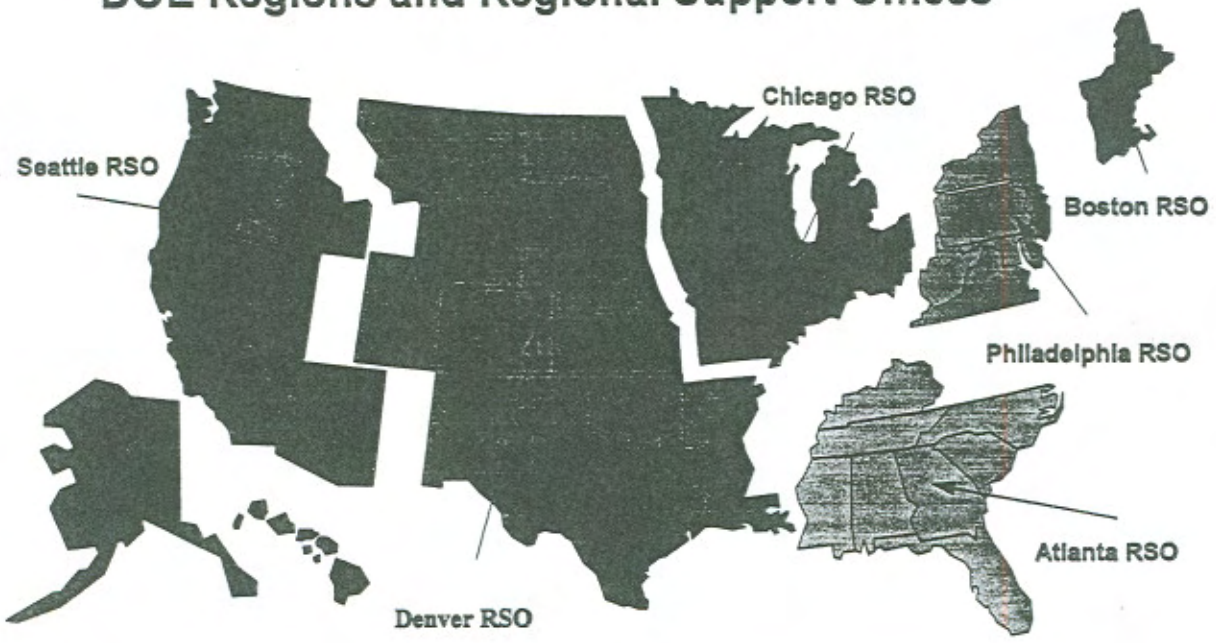
Due to the expected number of offerors for this solicitation, all site specific technical price proposals must be based on the technical data library information (explained below) only. No facility access beyond the informational tours described below will be allowed. Specifically, the RFP is based on real sites, but in order to properly evaluate the proposals we have limited the scope and site conditions to those defined in the RFP. This has the effect of detaching the proposals from site conditions which may differ, or have changed, from those described in the RFP, but is necessary to ensure bids that can be evaluated with optimum objectivity. Furthermore, if site conditions are found to differ or have changed in any way from the RFP, these differences will be worked out in the delivery order process.

As explained in Section L.32, site tours have been planned in order to familiarize prospective offerors with the proposal sites. As indicated in Section L.33, these tours are not required in order to prepare the site specific proposals since the proposal is to be based only on the information contained in the site technical information packages. Since each tour group must be limited in size a number of tours are scheduled. You must complete the tour reservation form included in Section J, Attachment 9 in order to reserve a tour space. Each company will be limited to three tour participants in order to provide tour spaces for the anticipated number of offerors. The tour reservation form should be completed and returned to the tour coordinator as required by the RFP instructions.

The identified proposal sites will be the first delivery orders placed against the awarded contracts. The technical data for these sites includes building(s) and site information, energy use data, and information on existing energy-consuming systems. Due to the volume of the technical data, and the variety of formats, a technical library has been established at the 24-hour copy center indicated in the RFP. This center will provide the technical data and additional materials available contractor request and payment therefor. (Cost for the data package reproduction will be the responsibility of the offeror.) The order instructions and contact information for obtaining the data packages are located in Section L at provision L.33 of the solicitation.

Attachment 2

Super ESPC Contracts
DOE Regions and Regional Support Offices



SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF 1 | 156 PAGES

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	DE-RP36-97GO10218	☐ SEALED BID (IFB) X NEGOTIATED (RFP)	07-01-1997	36-97GO10218.000

7. ISSUED BY CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
ISSUED BY DEPARTMENT OF ENERGY GOLDEN FIELD OFFICE 1617 COLE BOULEVARD, BLDG. 17/2 GOLDEN, CO 80401-3393	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in with the receptionist at Bldg. 17/2 until 3:00 pm *(Hour)* local time 09-30-1997 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Beth H. Peterman	(303)275-4719

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52-232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*

15B. TELEPHONE NO. *(Include area code)*	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 u.s.c. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE	25. PAYMENT WILL BE MADE BY CODE

NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28.AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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The current standard U.S. Department of Energy set for Section K Representations, Certifications and Other Statements of Offerors or Quoters is being used for this solicitation (the set has been updated through FAC-46). The items included in this solicitation for completion by the offeror are indicated on the first page of Section K.

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SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED/TOTAL PRICE

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performance of the following items of work:

Provide Energy Savings Performance Contracting (ESPC) services for federal facilities located in the Department of Energy (DOE) Central and Midwest regions of the United States, as follows:

Item 1 - Provision of these services in the DOE CENTRAL REGION, consisting of the twelve (12) state area of Colorado, Kansas, Louisiana, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah and Wyoming

Item 2 - Provision of these services in the DOE MIDWEST REGION, consisting of the eight (8) state area of Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio and Wisconsin

The services shall be provided in accordance with not only the Statement of Work provided in Section C (Description/Specifications/Work Statement) of this Request for Proposals (RFP), but also in accordance with all provisions in other sections of the RFP, as well as all of its Attachments.

(NOTE: There are no Reporting Requirements for this Indefinite Delivery/Indefinite Quantity (IDIQ) contract award. Anticipated Delivery Order Reporting Requirements are included as Attachment 4 to this RFP, for planning and pricing purposes only; they are NOT Reporting Requirements for awards resulting from this RFP. The ordering agency for a specific delivery order project will include the actual reporting requirements in each specific delivery order issued against this contract.)

UP TO SIX (6) AWARDS (SEE SECTION L.20, NUMBER OF AWARDS) MAY BE AWARDED FOR **EACH** OF THE TWO REGIONS INCLUDED IN THIS SOLICITATION. THE TOTAL MAXIMUM CONTRACT VALUE (defined as the sum of contractor payment streams associated with all delivery orders), INCLUSIVE OF CONTRACTS ISSUED TO ALL AWARDEES IN **EACH** OF THE TWO REGIONS, AS A RESULT OF THIS SOLICITATION, IS ESTIMATED NOT TO EXCEED:

$750,000,000

THE MINIMUM TOTAL ORDER(S) VALUE FOR **EACH** CONTRACT ISSUED TO AN AWARDEE AS A RESULT OF THIS SOLICITATION, FOR **EACH** OF THE TWO REGIONS INCLUDED IN THIS SOLICITATION, SHALL BE:

$150,000

B.2 REQUIRED SERVICES

The Government requires ESPC conservation services for Government facilities located in the areas described in Section B.1 above, and seeks to obtain these services using IDIQ Energy Savings Performance Contract(s) (ESPCs).

The successful awardee(s) shall provide, at no capital cost to the Government, all labor, material, and equipment necessary to reduce energy and water consumption and provide energy cost savings at specific sites covered by delivery orders placed against the IDIQ contract(s) awarded. Contracted delivery order services may also include operations and maintenance services during a specific delivery order term as required in Section C of and the Attachments to this RFP, the specific delivery order, and/or as proposed by the contractor and accepted by the Government in a delivery order award.

B.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite delivery, indefinite-quantity (IDIQ) contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in Section B.5 below, are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.4 ORDERING

(a) Any services to be furnished under this contract shall be ordered by issuance of delivery orders by an authorized Contracting Officer for a United States federal agency. Agency Contracting Officers shall submit draft delivery orders, prior to issuance, to the DOE Contracting Officer for this contract to obtain his/her review and concurrence, unless or until otherwise indicated/rescinded by a DOE Contracting Officer letter to the Agency Contracting Officer.

(b) Such orders may be issued beginning on the date of contract award through April 9, 2000. At the Government's discretion, the ordering period may end on this date, which is the conclusion of the five year legal authority that started with the issuance of the regulation on ESPC on April 10, 1995. However, the Government intends to modify the contract at a future date to extend the ordering period.

(c) All delivery orders are subject to the terms and conditions of this contract, except as modified by the terms and conditions of a specific delivery order, as permitted by the contract. In the event of a conflict between a delivery order and this contract, the contract provisions shall take precedence, except as permitted by the contract to have the delivery order override them.

(d) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. All delivery orders shall be in writing, and duly signed by an authorized Contracting Officer of a United States federal agency.

B.5 ORDER LIMITATIONS

(a) The Government estimates it will procure, and thereby establishes as a maximum order amount for the total of all contract(s) awarded as a result of this solicitation in **EACH** of the two regions identified, a not-to-exceed $750,000,000 of ESPC services during the twenty-five (25) year term(s) of the contract(s) awarded (see Section B.1). This results in a total not-to-exceed maximum estimated amount of ESPC services of not-to-exceed $1,500,000,000 for **ALL** awards resulting from this solicitation. Also, the Government guarantees that a minimum of $150,000 of ESPC services shall be awarded to EACH contractor receiving an award for EACH region during that same 25-year term (see the limitation on ordering at Section B.4). Therefore, the Government is not obligated to procure from any one contractor receiving an award as a result of this solicitation, services that exceed a total value of $150,000. (This value of services may be represented by anything from a single delivery order for one project, to a number of delivery orders for various projects.) The contractor is likewise never obligated to provide offers for specific proposed delivery order projects, accept orders, or furnish services against this contract.

(b) Notwithstanding paragraph (a) above, the contractor shall honor any order received, including orders exceeding the maximum order limitation identified in paragraph (a), unless that order (or orders) is returned to the Contracting Officer within thirty (30) days after issuance, with written notice stating the contractor's intent not to provide the services called for, and the reasons therefor. Upon receiving this notice, the Government may acquire the supplies or services from another awardee from this solicitation.

B.6 REQUIRED IDIQ SCHEDULES

The IDIQ Schedules in Part III, Section J, Attachment 2 of this solicitation require completion and submission, in accordance with the instructions included in Part IV, Section L, provision L.37.1.2. Contract(s) awarded as a result of this solicitation shall include these completed, in some cases negotiated schedules, the information in which shall be binding on the contractor(s) throughout the period of performance of the contract, and apply to all delivery orders issued against the contract(s). Following are descriptions of each of the six (6) schedules:

SCHEDULE IDIQ-I — IDIQ CONTRACT MARK-UP

Schedule IDIQ-I specifies the maximum mark-up that will be applied to all delivery orders issued under the contract during the contract identified ordering period.

SCHEDULE IDIQ-II — IDIQ CONTRACT PROJECT FINANCE CHARGES

Schedule IDIQ-II provides the maximum, fixed, annual percentage rate that, when added to the current Treasury Bill/Note rate will be the total percentage project finance charge (not including finance processing fees) that the contractor will charge the Government as a total finance charge for all ECM projects or delivery orders. The finance charge that shall apply to an individual delivery order shall be based on the reference Treasury Bill/Note negotiated in the delivery order.

SCHEDULE IDIQ-III — IDIQ CONTRACT INSTALLATION PRICE ELEMENTS

Schedule IDIQ-III provides the elements of direct cost that compose installation price under the contract. Installation price elements will remain unchanged through the term of the contract.

SCHEDULE IDIQ-IV — IDIQ CONTRACT IMPLEMENTATION PRICE MARK-UP ELEMENTS

Schedule IDIQ-IV provides the elements of mark-up for ECM installation and performance period phases under the contract. Mark-up elements will remain unchanged through the term of the contract.

SCHEDULE IDIQ-V --- IDIQ CONTRACT ENERGY SAVINGS PERFORMANCE PERIOD MARK-UP ELEMENTS (PPME)

Schedule IDIQ-V provides the Energy Savings Performance Period Mark-up elements under the contract. These elements will remain unchanged through the term of the contract.

SCHEDULE IDIQ-VI --- IDIQ CONTRACT ENERGY SAVINGS PERFORMANCE PERIOD PRICE ELEMENTS

Schedule IDIQ-VI provides the Energy Savings Performance Period Price elements under the contract. These elements will remain unchanged through the term of the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL REQUIREMENTS/PROJECT SCOPE

This contract is to acquire for the DOE regions identified in Section B.1, under energy savings performance, indefinite delivery/indefinite quantity (IDIQ) contract (ESPC), energy conservation services to reduce energy and water consumption and associated utility costs (including operations and maintenance costs) as specified in each delivery order issued against the resulting contract. The contractor(s) shall be responsible for providing all labor, material, and capital to install energy and water conservation projects as specified in each delivery order, providing operations and maintenance as specified within each delivery order. The cost of an Energy Conservation Measure (ECM) project at a specific federal facility must be covered by the reduced energy and related operation and maintenance cost savings incurred at the Federally owned facility. The negotiated annual energy cost savings included in the delivery order must be verified annually.

The scope of this IDIQ contract includes all Federally owned facilities located in the region defined in Section B.1, Item ___ **[insert 1, 2 or both at award]** unless otherwise restricted by each delivery order. Delivery orders against this IDIQ contract may be issued by an authorized Contracting Officer for a Federal agency in accordance with the Ordering clause at Section B.4(a).

Specific projects to be procured by issuance of delivery orders against this contract shall be defined by the ordering agency contracting office in a delivery order request for proposal (DO RFP) format, an example of which will be developed by DOE for use with this contract, or in a comparable, usable and consistent format developed by the ordering agency. Any changes and/or additions to the required IDIQ contract terms and conditions included in the DO RFP shall be made in accordance with what is permitted by the contract terms and conditions. (See Section H.23.)

C.2 ENERGY CONSERVATION MEASURES (ECMs)

C.2.1 Types of Energy Conservation Measures

This contract requires the contractor to possess the capability to implement ECM's in all of the following energy efficiency or renewable energy technology categories:

1. Boiler Improvements, such as, but not limited to
   - boiler control improvements
   - upgrade of natural gas-fired boilers with new controls

2. Chiller Improvements, such as, but not limited to
   - chiller retrofits or replacements

3. Building Automation Systems (BAS) / Energy Management Control Systems (EMCS), such as, but not limited to
   - HVAC upgrade from pneumatics to Direct Digital Control (DDC)
   - Upgrade or replace existing EMCS system

4. Heating, Ventilating, and Air Conditioning (not including boilers, chillers, and EMCS) such as, but not limited to
   - packaged air conditioning unit replacements
   - HVAC damper and controller repair or replacement
   - replace air conditioning and heating units with heat pumps
   - window air conditioning replacement with high efficiency units
   - cooling tower retrofits or replacements

   - economizer installation

- fans and pump replacement or impeller trimming
- thermal energy storage
- variable air volume (VAV) retrofit

5. Lighting Improvements, such as, but not limited to
   - interior and exterior lighting replacements
   - lighting control improvements
   - occupancy sensors
   - LED exit sign installation
   - daylighting

6. Building Envelope Modifications, such as, but not limited to
   - insulation installation
   - weatherization
   - window replacement
   - reflective solar window tinting

7. Chilled Water and Chilled Water Piping Systems, Hot Water and Steam Distribution Systems, such as, but not limited to
   - hot water heaters
   - steam trap maintenance and replacement

8. Electric Motors and Drives, such as, but not limited to
   - motor replacement with high efficiency motors
   - variable speed motors or drives

9. Refrigeration, such as, but not limited to
   - replace ice/refrigeration equipment with high efficiency units

10. Electrical or Cogeneration Systems, such as, but not limited to
    - Natural Gas Fired Generator with Heat Recovery for Producing Steam

11. Renewable Energy Systems, such as, but not limited to
    - photovoltaic system installation
    - solar hot water system installation
    - wind energy system installation
    - passive solar heating

12. Electric Distribution Systems, such as, but not limited to
    - transformers
    - power quality upgrades

13. Water and Sewer Conservation Systems
    - low-flow plumbing equipment
    - water efficient irrigation
    - on-site sewer treatment systems

14. Rate Reduction and Auditing Services
    - utility service supply wheeling
    - energy service billing and meter auditing

C.2.2 Restrictions on proposed ECMs.

ECM's installed by the contractor shall not do the following:

1. jeopardize the operation or environmental conditions of dedicated computers or computer rooms;

2. increase water consumption; e.g., once through fresh water cooling systems (note: evaporative cooling technologies may be considered where environmentally appropriate);

3. cogeneration or electrical generating project that produces electrical power exceeding that required by Government facilities;

4. result in an adverse effect upon the quality of the human environment (e.g. requires the preparation of an Environmental Impact Statement) or violates any Federal, State, or local environmental protection regulations;

5. degrade performance or reliability of existing Government equipment;

6. reduce extra capacity that was intentionally included for future growth, mobilization needs, safety, or emergency back-up;

7. violate current versions of national (i.e., National Electric Code, Uniform Building Code, National Historic Preservation Act, etc.), State or local building codes.

Any additional restrictions on ECM's will be specified in delivery orders issued under the contract.

C.2.3 Contract Requirements for ECMs

Installed ECMs shall comply not only with the contract requirements, but also with the requirements of each delivery order. Requirements also incorporate all Government approved contractor submittals, including equipment design and installation specifications, compliance with codes and standards, design drawings, installation schedules, startup and testing procedures, operating and maintenance procedures, and any other submittals incorporated in delivery orders issued against the contract.

C.3 FACILITY PERFORMANCE REQUIREMENTS OF ECMs

Installed ECMs shall meet the performance requirements specified below unless stated otherwise in each delivery order.

C.3.1 Environmental & Lighting Conditions:

Modifications to building lighting systems and environmental control systems shall not be permitted to exceed the ranges for Standards of Service specified in Paragraph C.3.2. Where automated control of lighting or environmental conditions are to be installed, the occupants must have the ability to override the system.

C.3.2 Standards of Service:

Installed ECM's shall comply with the Standards of Service required for facilities as specified in each delivery order. The standards of service shall include acceptable temperature and humidity ranges, air quality parameters, lighting levels, and other related factors.

C.3.2.1 HVAC Systems Requirements

a. General Occupied Areas:

1. Comfort Range:
   68° - 78°F dry bulb
   30% - 60% relative humidity

2. In general occupied areas (except computer rooms) the following setbacks may be performed. During unoccupied periods during the heating season the temperature may be reduced to 55°F dry bulb. During unoccupied periods during cooling periods, the HVAC system may be turned off. However, the system must be designed so that it will restart if the temperatures approach levels that could damage equipment. In any case, temperatures must be restored to the 68° - 78°F dry-bulb range by the start of the next occupied period.

3. Outside air cannot be reduced below the quantities cubic feet per minute (CFM) per person found in ASHRAE 62-89 (or most current version), "Ventilation for Acceptable Indoor Air Quality".

4. HVAC control systems must be compatible with the existing energy management control system.

b. Computer Rooms

1. Operating Range:
70° - 74°F dry bulb (or based on Mfr. specs)
45% - 55% relative humidity

2. No environmental control system temperature setbacks will be allowed in computer rooms.

C.3.2.2 Lighting Systems Requirements

a. Except where special circumstances exist, illumination levels shall be maintained as near as practicable to the following standards:

1. 50 foot-candles at work station surfaces, measured at a height of 30 inches above floor level during working hours (For visually difficult or critical tasks, additional lighting may be authorized by the individual agencies administering each delivery order).

2. 30 foot-candles in work areas during working hours, measured 30 inches above floor level.

3. 10 foot-candles, but not less than 1 foot-candle in non-work areas during working hours (normally this will require levels of 5 foot-candles at the elevator boarding areas, a minimum of 1 foot-candle at the middle of corridors and stairwells as measured at the walking surface and 10 foot-candles in storage areas.

Refer to individual delivery orders for any special requirements.

b. Additional performance requirements of lighting systems:

1. Replaced fluorescent fixtures shall be equipped with T-8 lamps.

2. Total Harmonic Distortion of electronic ballasts used in fluorescent fixture retrofits shall not exceed 15%.

3. Occupancy sensors shall be infrared and motion sensing.

4. Fluorescent lamps shall have a minimum CRI of 70

c. Installation of T-12 lamps shall not be allowed.

d. Parabolic louvers are preferred to reduce glare on computer monitor screens.

C.4 MEASUREMENT AND VERIFICATION OF ECM PERFORMANCE

This section provides an overview of the different measurement and verification (M&V) procedures and options that the contractor may be required to follow at different Federal facilities where ECMs are installed. Each delivery order awarded shall specify the specific M&V requirements and procedures that shall apply to the delivery order based on various factors such as type of ECM, projected value of energy savings, certainty/uncertainty of savings being achieved, and the intended risk allocation between the Federal agency and the contractor.

The contractor shall comply with the version of the DOE/FEMP M&V Guidelines for Federal Energy Projects in effect at the time of delivery order award.

C.4.1 M&V General Approach

Measurement and verification (M&V) of projects has two components:

1. Confirming that (a) the baseline conditions were accurately defined and; (b) the proper equipment/systems were installed and they have the potential to generate the predicted savings. This confirmation verifies the ECM's potential to perform.

2. Determining the actual energy savings achieved by the installed ECM which verifies the ECM's performance.

The general approach to verifying baseline and post-installation conditions involves inspections, spot measurement tests, and/or commissioning activities.

The general approach to determining energy savings involves comparing energy use associated with a facility, or certain systems within a facility, before and after installation of the ECM. The before case is called the baseline. The after installation case is called the post-installation case. Therefore,

Energy savings = baseline energy use - post installation energy use

As the ESPC program is based on "pay for performance," each ECM or site covered by a delivery order has a site-specific verification plan to determine the achieved savings. For each site, the project baseline and post installation energy use are defined using a combination of metering, billing analysis and/or engineering calculations. In addition, values for certain factors affecting energy use and savings, and that are beyond the control of the contractor, may be stipulated by the Federal agency.

After each project is completed, the contractor submits a report that defines projected energy savings for the first year. Typically, first year payments to the contractor will be based on the projected savings values submitted in the report. The post installation report must be accepted and approved by the Federal agency.

For the remaining years of the delivery order term, the contractor provides annual (or at some other regular interval) "true-up" reports. These reports include inspection documentation of the installed equipment/systems and (perhaps) updated savings values using data obtained and analyzed during each year of the delivery order. As necessary, previous year's payments would be reconciled based on the results of the annual report. Future year's payments would be calculated based on information in the annual report.

C.4.2 Baseline Energy Use

Baseline conditions may be defined by either the Federal agency or the contractor. If the baseline is defined by the Federal agency, then the contractor will have the opportunity to verify the baseline. If the baseline is defined by

the contractor, then the Federal agency will verify the baseline.

C.4.3 Post Installation Energy Use - Initial Verification

Post installation energy use will be based, in part, on verification by the contractor and the Federal agency that the proper equipment/systems were installed, are operating correctly, and have the potential to generate the predicted savings. Verification methods may include visual inspections, spot or short-term metering, and engineering calculations.

System/equipment commissioning is expected to be completed by the contractor.

C.4.4 Post-Installation Energy Use - Determining Energy Savings Performance and Regular Interval Verification

The contractor and Federal agency, at defined intervals during the term of the delivery order, will verify that the installed equipment/systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings.

There are numerous factors that can affect energy savings during the term of a delivery order, such as weather, operating hours, ton-hours, and heat exchanger fouling. In general, but not always, an ESPC delivery order objective will be to adjust the baseline energy use up or down for factors beyond the control of the contractor (e.g., building occupancy, weather) and adjust the post installation energy use for contractor-controlled factors (e.g., maintenance of equipment efficiency).

Therefore, in order to calculate energy savings, the Federal agency may, under certain circumstances, stipulate the value of factors that may vary during the term of the delivery order. For example with a lighting project, the Federal agency would measure lighting fixture power draw before and after the retrofit and then stipulate the operating hours of the lighting system. Or, with a chiller replacement project, the Federal agency would measure the before and after chiller performance curve and then stipulate the ton hours of cooling at the facility for calculation of annual energy savings.

For other projects, continuous or regular interval measurements may be collected throughout the term of the delivery order to determine energy savings. For example with a Variable Speed Drive (VSD) project, post installation motor energy use could be continuously metered.

C.4.5 M&V Option and Method Required for Specific Project

The delivery order may specify the M&V option(s) and method(s) that will be used for the project(s) or ECMs covered by the delivery order as well as any other specific details relevant to the M&V of the projects(s) or ECMs.

C.4.6 M&V Activities

The contractor shall perform the following required M&V activities:

1. Define a site-specific plan for the particular project being installed once the project has been fully defined and the detailed audit is completed; this will occur before the delivery order is awarded and the plan will be incorporated into the delivery order.

2. Define pre-installation baseline including (a) equipment/systems, (b) baseline energy use, (c) system performance factors (e.g., lighting levels, temperature setpoints, time clock settings, etc.), and/or (d) factors that influence baseline energy use, which may include site surveys, spot--short term or long term metering, and/or analysis of billing data. The definition of pre-installation baseline may occur before or after the delivery order is awarded.

3. Define post installation including (a) equipment/systems, (b) post installation energy use and/or (c) factors that influence post installation energy use which may include site surveys or spot--short-term or long-term metering, analysis of billing data, and/or engineering calculations.

4. Conduct annual M&V activities to verify operation of the installed equipment/systems and/or calculation of current year's energy savings.

C.5 INSTALLATION REQUIREMENTS FOR ECMs

C.5.1 ECM Installation Plans

a. The contractor shall prepare and submit ECM installation plans to the Federal agency for review and approval prior to starting ECM installation in accordance with delivery order Reporting Requirements. Installation plans shall be certified by a registered engineer to assure compliance with applicable building codes and Federal agency design standards. The delivery order will specify site specific requirements of ECM installation plans. The contractor is responsible for the technical adequacy of its work. Acceptance of the installation plans by the Government shall not relieve the contractor from responsibility for adequacy of its design and installation work.

b. The Installation plan due date will be specified in the delivery order. Upon approval of the installation plan, bonds will be required in accordance with Section H.20.

c. ECM installation plans shall be prepared and include at least the following, unless otherwise specified in the delivery order:

1. Manufacturer's Data. For all ECM equipment to be installed the contractor shall provide the manufacturer's descriptive literature of equipment including drawings, diagrams, performance and characteristic curves, and catalog cuts.

2. Shop Drawings. Shop drawings shall be prepared by the contractor, subcontractor, or any lower-tier subcontractor, showing in detail:

- The installation (i.e., form, fit, and attachment details) of the interface between ECM equipment and existing Government equipment.
- The location of installed equipment on building floor plans.
- Certification of ECM Compliance with Building Codes and Standards. The contractor shall provide registered engineer certification that ECMs comply with all applicable building codes and standards. ECM installation plans submitted to the Contracting Officer without evidence of the professional engineer (PE) certification shall be returned for resubmission.

3. Planned Service Interruptions. If any utility services must be discontinued temporarily to install work, such interruptions shall be described and indicated on the project installation schedule (see subparagraph 6 below). The description shall include the length of the interruption, its time (date, day of week, time of day, etc.), and a justification.

4. Site Plan and Compliance with Exterior Architectural Plan. If an ECM involves the installation of facilities or exterior structures, the contractor shall provide a site plan showing its location. The contractor shall also provide a plan and elevation drawings of the facility or exterior structure showing its size and exterior appearance.

5. Acquisition of Permits. For any ECM installation requiring permits from regulatory agencies (i.e., hot-work permit for welding), the contractor shall provide its plan and schedule for acquiring such permits.

6. Installation Schedules. The installation schedule shall show the order in which the contractor proposes to perform the work and the dates on which the contractor contemplates starting and completing all major milestones (including acquiring materials, equipment, permits). The schedule shall be in a form of a progress chart of suitable scale to indicate the amount of work scheduled for completion by any given date during the installation period.

7. Draft Operations and Maintenance (O&M) plans and procedures as required in Section C.6.3 and C.7.3.

C.5.2 Design and Construction Standards

Delivery Orders issued against the IDIQ contract awarded will specify design and construction standards applicable to site or agency specific facility requirements. At a minimum, all ECMs, work, equipment and materials required for ECM installation shall comply with the most recent issue of the following standards:

- National Electric Code (NEC).
- National Electrical Safety Code (NESC).
- National Fire Protection Association (NFPA) Standards including, but not limited to NFPA 101 - Life Safety Code.
- U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) Standards.
- National Electrical Manufacturers Association (NEMA).
- Underwriters Laboratory (UL).
- American Institute of Architects (AIA) Masterspec
- National Historic Preservation Act, as applicable
- Other design standards required by the ordering Federal Agency.

No requirement of this contract shall supersede applicable regulations, local codes and/or standards. Any violation of such regulations and standards shall be brought to the attention of the Contracting Officer for clarification prior to proceeding with the work.

If conflicts between codes and/or standards exist, the Contracting Officer shall determine the appropriate code to follow.

C.5.3 ECM Quality Control Inspection Program

a. The contractor shall be responsible for quality control during installation of ECMs. The contractor shall inspect and test all work performed during ECM installation to ensure compliance with the delivery order's performance requirements. The contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for utility or other regulatory agencies. The contractor shall prepare a Quality Control Inspection Program for review and acceptance by the Government. The ECM Quality Control Inspection Program shall be prepared and submitted with the ECM Installation Plan in accordance with requirements set forth in the delivery order awarded.

b. ECM Installation Quality Control Inspection Program shall detail the procedures, instructions, and reports that ensure compliance with the delivery order and this IDIQ contract. This plan shall include as a minimum:

1. The quality control organization, in chart form, showing the relationship of the quality control organization to the contractor's organization.

2. Names and qualifications of personnel in the quality control organization.

3. Area of responsibility and authority of each individual in the quality control organization.

4. A listing of outside organizations, such as testing laboratories, architects, and consulting engineers that will be employed by the contractor, and a description of the services these firms will provide.

5. Procedures for reviewing all shop drawings, samples, certificates, or other submittals for delivery order and indefinite quantity contract compliance, including the name of the person(s) authorized to sign the submittals for the contractor, as complying with the delivery order and indefinite quantity contract's requirements.

6. An inspection schedule, keyed to the installation schedule, indicating necessary inspections and tests, the names of persons responsible for the inspections and tests, and the time schedule for each inspection and test.

7. The procedures for documenting quality control operations, inspection, and testing, with a copy of all forms and reports to be used for this purpose. The contractor shall include a status log listing all submittals required by the inspection plan and stating the action required by the contractor or the Government. The contractor shall also prepare and maintain a testing plan that shall contain a listing of all tests required by the delivery order or indefinite quantity contract's requirements.

C.5.4 Environmental Protection

ECMs shall cause no adverse impacts upon the quality of the human environment. Impacts on air quality (pollutants, noise level, and odors or fumes) and potable water use are examples of various areas of concern at the project site. Any planned building modifications shall comply with the National Environmental Policy Act (NEPA) and other applicable Federal, state, and local environmental protection regulations. The delivery order will identify specific known hazardous waste handling and storage requirements (e.g., PCB ballasts removed from lighting fixture retrofits).

The contractor shall comply with applicable Federal, state and local laws and with the applicable regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the Contracting Officer. Authorized Government officials may inspect any of the contractor's work areas on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by contractor negligence, the contractor shall reimburse the Government for the amount of the fine and other costs. The contractor shall also clean up any oil spills, hazardous wastes, and hazardous materials resulting from the contractor's operations. The contractor shall comply with the instructions of the cognizant Federal agencies' safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of Government or civilian personnel.

The contractor shall prepare at its expense all documentation necessary to acquire permits to comply with all applicable Federal, state and local requirements prior to implementing affected ECMs in the performance of a delivery order. The contractor shall not receive a notice to proceed with installation until all environmental protection requirements contained in the IDIQ contract and a delivery order have been satisfied.

The contractor shall comply with 40 Code of Federal Regulations (CFR) Section 311, and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan as required by a delivery order.

C.5.5 Service Interruptions

a. For any planned utility service interruptions, the Contractor shall furnish a request to the Contracting Officer's designated representative for approval at least fifteen (15) working days in advance or as specified in the delivery order. The request shall identify the affected buildings and duration of planned outage.

b. The Government will coordinate with affected tenants and customers as applicable.

c. If the discontinued service is due to any emergency breakdown, the contractor shall notify the Contracting Officer as soon as possible and the Government will notify those affected tenants and customers as applicable.

d. Federal agencies may have additional requirements that may apply to specific delivery orders. These additional requirements may include liquidated damages for violations of service interruption provisions as may be specified in each particular delivery order.

C.5.6 As-Built Drawings

After completion of installation and Government acceptance of installed ECMs, the contractor shall submit as-built drawings to the Contracting Officer in accordance with agency standards or specifications identified in the delivery order.

C.6 OPERATION OF ECMs

C.6.1 Contractor operations work includes all work and costs associated with operating installed ECMs. The operations work effort shall include operations tasks at specific stations, continuous or periodic equipment monitoring, and minor on-line equipment adjustments required to achieve all facility and energy conservation performance requirements of this contract.

C.6.2 Unless specified otherwise in the delivery order, the contractor shall be responsible for operation of all ECMs installed. Installed ECMs shall include all contractor-installed equipment and those portions of Government equipment which have been modified or replaced to achieve proposed ECM performance. Examples of exceptions that may be specified in a delivery order are:

(1) If the new operations work requirement for contractor-installed ECMs is similar to an existing operations work requirement for Government-owned equipment and does not have an impact on Government resources, the contractor may request the Government in its proposed ECM to perform operations work on contractor-installed equipment. The Government reserves the right not to accept operations work on installed ECMs.

(2) The contractor finds it advantageous and proposes to assume responsibility for an operation of Government equipment to ensure that the ECM will be implemented properly to reduce energy consumption. Any operations work provided by the contractor on Government-owned equipment shall be at the contractor's expense.

(3) The Government currently utilizes bargaining unit employees, contracted services, or in-house labor and considers it advantageous to retain operations responsibility of the installed ECMs.

C.6.3 When the implementation of an ECM results in a change in an existing operations work affecting Government or contractor equipment, the contractor shall prepare a new written operations work procedure for approval by the Government. The due date for the operations work procedure will be specified in the delivery order. The contractor shall train Government personnel in the new approved

operations work procedure. The Government will permit its personnel to attend training sessions at reasonable times on the specific project site's premises.

C.6.4 The Government will use and operate government-owned equipment, and contractor equipment if Government assumes proposed operations work in C.6.2 (1) or C.6.2 (3) above, in accordance with operating procedures provided by the contractor and approved by the Contracting Officer. The contractor shall monitor equipment performance.

C.6.5 The Government will not move, turn off, or otherwise change any contractor-owned equipment without the consent of the contractor, unless such action is in accordance with the operation procedures provided by the contractor; or if it is necessary in an emergency to prevent loss of life, injury or damage to property, or severe discomfort to Government personnel, occupants, or patients.

C.7 MAINTENANCE OF ECMs

C.7.1 Maintenance work includes all work and costs associated with maintaining the delivery order's specific site installed ECMs. Maintenance work includes periodic equipment inspections, tests, calibrations, preventative maintenance tasks, and corrective maintenance actions required to ensure systems operate as intended.

C.7.2 Unless otherwise specified in the delivery order, the contractor shall be responsible for maintenance of all ECMs installed. Installed ECMs shall include all contractor-installed equipment and those portions of Government equipment that have been modified or replaced to achieve proposed ECM performance. Examples of exceptions that may be specified in a delivery order are:

(1) If the maintenance work is similar to an existing maintenance work requirement for Government-owned equipment and does not impact on Government resources, the contractor may request the Government in its proposal to perform maintenance work on contractor-owned equipment. The Government reserves the right to not accept the proposed responsibility for maintenance work on installed ECMs. If the Government accepts ECM maintenance responsibility, the Government reserves the right to provide the maintenance work in accordance with its own schedule rather than a contractor-suggested schedule. Regardless of the arrangement, agreement on responsibility for ECM maintenance and each party's responsibilities to ensure there is no disruption to overall site maintenance shall be part of the negotiations for specific delivery order projects.
(2) The contractor proposes to assume responsibility for maintenance on Government-owned equipment in order to achieve proposed ECM performance. The contractor may propose to provide either total maintenance or a level of maintenance needed to augment the existing maintenance provided by the Government. Any maintenance work provided by the contractor on government-owned systems or equipment shall be at the contractor's expense.

(3) The Government currently utilizes bargaining unit employees, contracted services, or in-house labor and considers it advantageous to retain maintenance responsibility of installed ECMs.

C.7.3 When the implementation of an ECM changes existing equipment maintenance schedules, the contractor shall prepare a new written maintenance work procedure for approval by the Government. The due date for the maintenance work procedure will be specified in the delivery order. The contractor shall train Government personnel in the new approved maintenance work procedure. The Government will permit its personnel to attend training sessions at mutually agreed to times on the specific project site's premises.

C.7.4 The Government will maintain government-owned equipment, and contractor equipment if the Government assumes the proposed operations work in C.7.2 (1) or C.7.2 (3) above, in accordance with maintenance procedures provided by the contractor and approved by the Contracting Officer.

C.7.5 The Government will not move, turn off, or otherwise change any contractor-owned equipment without the consent of the contractor, unless such action is in accordance with the maintenance procedures provided by the contractor, or if it is necessary in an emergency to prevent loss of life, injury or damage to property, or severe discomfort to Government personnel, visitors, occupants, or patients.

C.8 REPAIR OF ECMs

C.8.1 Repair work includes all labor, material and equipment associated with the replacement or rebuilding of facilities, systems and equipment, required for ECM performance, that have failed.

1. Contractor-Owned Items. When contractor-owned facilities, systems, and equipment fail, the contractor shall be responsible for repairs.

2. Government-Owned Items. When Government-owned facilities, systems, and equipment fail, the Government will be responsible for repairs within a reasonable time period. The contractor shall provide repairs, at no expense to the Government, if the Government-owned facilities, systems, and equipment failure is a result of actions on the part of the contractor. The contractor shall make repairs within a period of time as specified in the delivery order. If the contractor elects to assume repair responsibilities for Government-owned systems or equipment as part of an ECM proposal, the delivery order shall include a listing of the types of repairs that will be the contractor's responsibility.

C.9 CONTRACTOR MAINTENANCE AND REPAIR RESPONSE TIME

C.9.1 The contractor shall establish a point of contact (name and phone number) for use by the Government in providing response to contractor equipment failures. The point of contact shall be available as specified in the delivery order throughout the delivery order's term. Initial telephone response to repair call messages shall be within the time frame specified in the delivery order. If a site visit is needed to repair equipment, repair personnel shall arrive on site within the time frame specified in the delivery order of the initial telephone response for non-emergency repairs or within the time frame specified within the delivery order for emergency repairs. Although normal contractor access is during the normal work hours specified for the specific site in the delivery order, the contractor may be granted 24-hour per day access to the buildings for emergency work, unless otherwise restricted in the delivery order.

C.9.2 Emergency maintenance and repair work is defined as maintenance or repair necessary to correct an imminent failure of Section C.4 standards of service or any action necessary to protect the safety or health of the facility occupants, unless otherwise specified in the delivery order.

C.9.3 In the event the contractor fails to respond as required in the delivery order or in the event of an emergency, the Government may perform emergency repairs to contractor-owned equipment and deduct such incurred expenses from future contractor invoices. The contractor shall hold the Government harmless in such cases where the contractor fails to respond in emergencies.

C.10 OPERATIONS AND MAINTENANCE MANUALS AND TRAINING FOR ECMs

C.10.1 Operations and Maintenance Manuals

The contractor shall furnish operation and maintenance (O&M) manuals and recommended spare parts lists for O&M of the contractor-installed ECMs and modified Government equipment. O&M plans and spare parts lists shall be submitted per requirements set forth in the delivery order.

C.10.2 Government Personnel Training for ECMs

1. Thirty (30) days prior to the installation completion, the contractor shall train Government personnel and/or Government Operation and Maintenance (O&M) contractors as required to operate, maintain, and repair ECM equipment and systems in the event of emergencies.

2. The contractor shall train Government personnel and/or Government O&M contractors to operate, maintain, and repair ECM equipment ninety (90) days prior to the end of delivery order's term

a. Training Program - General Requirements: The contractor shall provide a training program for Government personnel and/or Government O&M contractors as specified below. The program shall provide instruction on operation, troubleshooting, maintenance, and repair of ECMs. Training shall include both a classroom phase and a practical application phase. The course material shall include the operation and maintenance plans and manuals. The program shall be conducted at the delivery order's specified site(s) in facilities provided by the Government.

C.11 GOVERNMENT PROJECTS

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 AVAILABILITY OF UTILITIES

The Government will furnish water and electricity as may be required for the installation work to be performed under the delivery order at no cost to the contractor. The contractor at its expense and in a workmanlike manner satisfactory to the Contracting Officer shall install and maintain all necessary temporary connections and distribution lines for each utility. Information concerning the location of existing outlets may be obtained from the Contracting Officer or the Contracting Officer's designated representative. The contractor shall remove all the temporary connections, distribution lines, and associated equipment upon completion of the installation work.

C.13 CONTRACTOR-FURNISHED MATERIAL

The contractor shall provide all materials and supplies necessary to perform the work as specified in the delivery order. Materials and supplies provided shall be of acceptable industrial grade and quality and in compliance with any applicable industry standards (i.e., Underwriters Laboratories, etc.). All such materials and supplies must be compatible and operate safely with existing systems equipment.

C.14 SALVAGE

All material and equipment which was identified in the contractor's proposal for each ECM to be removed or disconnected during the installation phase shall remain the property of the Government and shall be moved by the contractor at its expense to a Government designated space for storage. The Government will identify the equipment it wants stored. Any material and equipment not to be stored and all debris resulting from the work under a delivery order shall be removed from the site by the contractor at its own expense.

C.15 ASBESTOS

As part of each ECM project proposed, it is preferred that the contractor shall include the cost of removal of any asbestos-containing material in each contractor-proposed ECM that involves the removal of such. If the need for asbestos removal is known by the contractor, but the cost is not included in the ECM project proposal, this need shall be identified by the contractor in the proposal.

Should the contractor propose and receive an award for an ECM project, and asbestos-containing material is identified after award, the contractor shall immediately stop work, take measures to reduce the contractor or building personnel contamination, and immediately notify the Contracting Officer and the building manager of the asbestos condition and location. The Government shall then either:

(a) remove and dispose of the material itself, by its own personnel or by separate contract award; or

(b) give the contractor the option of either a delivery order modification for removing and disposing of the material at its expense, via a renegotiation of either the guaranteed savings and contractor payments for the project and/or of the delivery order project term, or by separate award for the effort. If the contractor performs the effort, he shall be required to restore the site affected by that ECM to its original condition, and any equitable adjustment necessary due to the change to or elimination of the ECM involved shall be handled as a delivery order modification.

Specific delivery orders will specify the requirements if different than the above, and/or as known at time of award.

C.16 DISPOSAL

Debris, rubbish and nonusable material resulting from the work shall be removed from Government property by the contractor at contractor expense, with especial care as indicated below:

C.16.1 Hazardous Material Handling and Disposal

Hazardous wastes resulting from contractor-owned material and equipment must be disposed of in accordance with the Resource Conservation and Recovery Act and all applicable Federal, state and local regulations. All shipping manifests for hazardous waste must be signed by the authorized Federal personnel for the project site, as well as by the contractor prior to transfer off-site. The Federal agency's generator number will be entered on the manifest. The delivery order may provide additional site specific requirements.

C.16.2 PCB Handling and Disposal

If PCB ballasts and/or transformers exist at the site covered by a delivery order, then the delivery order shall contain the necessary provisions addressing PCB recycling and/or disposal requirements to comply with applicable state and local regulations. The delivery order will provide additional site specific PCB handling and disposal requirements, if applicable.

C.17 SAFETY REQUIREMENTS

All work shall be conducted in a safe manner and shall comply with the requirements in the Army Corps of Engineers Safety Manual and the Accident Prevention clause in Section I of this contract (FAR 52.236-13). The Government will not provide safety equipment to the contractor. Additional safety requirements may be included in delivery orders based on individual Federal agency implementing regulations, and/or specific requirements of the delivery order projects.

Other specific requirements relative to safety are as follows:

a. Prior to commencing work, the contractor shall meet with the Contracting Officer and the Contracting Officer's Representative (COR) to agree upon administration of the safety program.

b. The contractor's workplace may be inspected periodically for OSHA violations. Abatement of violations shall be the responsibility of the contractor and/or the Government as determined by the Contracting Officer. The contractor shall provide assistance to the Government representative and Federal or state OSHA inspector if a complaint is filed. Any fines levied on the contractor by Federal or state OSHA offices due to safety/health violations will be paid promptly by the contractor.

c. In accordance with the Accident Prevention clause in Section I referenced above, the contractor shall report to the Contracting Officer all accidents within twenty-four (24) hours of their occurrence.

d. Also in accordance with the Accident Prevention clause in Section I, the contractor shall submit to the Contracting Officer a full report of damage to Government property and equipment by contractor's employees or contractor's subcontractors, at any tier. All damage reports shall be submitted to the Contracting Officer within twenty-four (24) hours of the occurrence.

SECTION D - PACKAGING AND MARKING

D.1 RESPONSIBILITY

The contractor shall be responsible for acquiring, shipping, marking, packaging, storing, and installing (and maintaining if indicated in the delivery order) all supplies, equipment, and materials required to implement ECMs accepted and approved by the Contracting Officer during negotiations for specific delivery order projects.

D.2 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all deliverables against this contract, as well as against specific delivery orders, shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.3 MARKING

(a) Each package, report or other deliverable against this contract, as well as against specific delivery orders, shall be accompanied by a letter or other document which:

(1) Identifies the contract by number, as well as the specific delivery order if applicable, under which the item is being delivered;

(2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s); and

(3) Indicates 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 (either the DOE Contracting Officer or the Contracting Officer for a specific delivery order), 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.

D.4 SHIPMENTS

All shipments to and from the specific delivery order site 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.5 DELIVERY AND STORAGE

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 or agency-specific requirements for hazardous waste handling, storage, shipping and disposal as required for known or anticipated generation of hazardous waste. (See Provision C.16, "Disposal," in the statement of work at Section C.)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION

Inspection of all items and services provided under this contract, or by any delivery order issued against it, shall be accomplished by the DOE Contracting Officer's Representative (COR), or more likely by the COR designated by the ordering agency in a specific delivery order, or their duly designated representatives, and will be conducted in accordance with the provisions and clauses of that title found in Section E below.

E.2 ACCEPTANCE

Acceptance of all work and effort under this contract or any delivery order issued against it (including "Reporting Requirements," if any) shall be accomplished by the DOE Contracting Officer, or the agency Contracting Officer for a specific delivery order, or any duly designated representative.

E.3 52.246-12 INSPECTION OF CONSTRUCTION - FIXED PRICE (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 re-inspection 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 non-conforming 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

Each delivery order will include specific inspection and acceptance criteria pertinent to the delivery order project. The following general inspection and acceptance requirements shall apply to each delivery order, unless otherwise indicated in the order:

(a) The Government and contractor shall jointly inspect 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 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 testing of ECMs for verifying energy savings performance, and recommend dates for inspection (if any).

(c) The Government shall provide written notification to the contractor of scheduled date and time for Government inspection 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 recommended applicable inspection and acceptance requirements for that delivery order.

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, 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 non-conformance 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.

SECTION F - DELIVERIES OR PERFORMANCE

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

The contractor shall be required to commence work under this contract only upon issuance of delivery orders against it. The contractor shall be required to commence work on specific delivery orders within the number of days specified in the delivery order, once the contractor has received a notice to proceed. The contractor shall then prosecute the work diligently and complete the installation of all energy conservation measures (ECMs) in accordance with the schedule established in the delivery order.

F.1.1 Contract Term:

The IDIQ contract term shall consist of a maximum basic performance period of twenty-five (25) years from date of contract award, with an ordering period for placement of delivery orders beginning on the date of contract award through April 9, 2000. (See Section B.4 for additional information on the ordering period.)

F.1.2 Delivery Order Term:

The delivery order term shall be specified in each delivery order. The delivery order term is comprised of the installation time for all ECMs after award as indicated on Schedule DO-Ib (in months), and the energy savings performance period as indicated on Schedule DO-Ib (in years). In no event shall a delivery order's term exceed twenty-five (25) years after the award of the IDIQ contract.

F.2 PRINCIPAL PLACE OF PERFORMANCE

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

F.3 DELIVERABLES

There are no specific contract deliverables for this contract. The contractor shall, however, be required to submit the deliverables specified in the Reporting Requirements included in each specific delivery order, in accordance with the instructions contained in them. The Anticipated Delivery Order Reporting Requirements in Part III, Section J, Attachment 4 provide an indication of what those deliverables are expected to be.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION FOR THE GOVERNMENT

(a) ADMINISTRATION OF THE CONTRACT: Administration of this contract shall be accomplished by the Golden Field Office of the Department of Energy. The following individuals at the Golden Field Office are responsible for that administration:

1. Contracting Officer/Contract Specialist: The Contracting Officer and Contract Specialist for this contract is Beth H. Peterman, telephone no.: (303) 275-4719; fax no.: (303) 275-4754. The contractor shall use the DOE Contracting Officer as the focal point for all matters regarding this contract except technical matters.

2. Contracting Officer's Representative (COR): The COR for this contract is Jeffrey L. Hahn, telephone no.: (303) 275-4775; fax no.: (303) 275-4753. The contractor shall use the COR as the focal point for all technical matters ONLY. (See Section H.4(a).)

All correspondence, other than technical correspondence, shall be addressed to the Contracting Officer, with information copies to other Government personnel as appropriate. All technical correspondence, excluding correspondence where patent or technical data issues are involved or which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of the contract, may be addressed to the COR, with informational copies to the Contracting Officer.

(b) ADMINISTRATION OF DELIVERY ORDERS: Administration of delivery orders issued against this contract shall be accomplished by the Contracting Officer and COR, and any other individuals as appropriate, identified in each delivery order by the ordering agency contracting office.

G.2 INVOICING INSTRUCTIONS

The contractor shall submit invoices in accordance with the specific instructions provided in each delivery order issued against this contract. These instructions will vary by ordering agency, and will include invoice format, invoice contents and any attachments or enclosures, submission and addressing instructions, etc. Included with each invoice will be ECM performance data as required by the site-specific M&V Plan.

G.3 START OF INVOICE SUBMITTALS FOR DELIVERY ORDER PROJECTS

(a) The contractor may submit invoices for ECM payments 30 days after all ECMs have been installed, and accepted, unless otherwise specified in the delivery order. The COR for the specific delivery order shall make the determination of whether the ECMs have performed in a satisfactory manner for the 30 day period.

(b) The contractor will receive monthly payments based on the annual fixed payment schedule, as established in each delivery order [column (b) of Schedule DO-Ib]. Any credits becoming due to the Government may be applied against contractor's subsequent invoices, with appropriate information attached.

G.4 PAYMENT TO THE GOVERNMENT FOR ANNUAL GUARANTEED SAVINGS SHORTFALL

Contractor failure to achieve annual cost savings that exceed values specified in Schedule DO-Ib, column (b) for a specific delivery order will result in overpayment of negotiated contractor annual payments. A guaranteed savings performance shortfall will be established from the M&V documentation acquired from monthly invoices and the annual ECM performance verification report. Reimbursement of the Government overpayment of annual contractor payments due to annual cost savings shortfall shall be made by deductions from the contractor's future invoice(s).

G.5 ACCELERATED REPAYMENT PROVISIONS

G.5.1 The Government reserves the right, at any time following ECM acceptance, but prior to final payment, to buy-out the remaining capital investment principal debt balance as shown for the current contract delivery order year on Schedule DO-IV. Such buy-out action will include a 90-day written notice to the Contractor and will occur without financial penalty to the Government. The buy-out process will allow the Government to pay off the remaining capital investment principal debt balance as indicated on the current Schedule DO-IV for the current year of the delivery order, adjusted to account for the month of buy-out.

G.5.2 The Government reserves the right, at any time following ECM acceptance, but prior to final payment, to buy-down the remaining capital investment. This process will allow the Government to make additional principal payments during the contract delivery order term over and above the required annual payments as specified in Schedule DO-Ib. The additional principal payments will directly reduce the outstanding capital investment principal debt balance at the time of the additional payment. Such buy-down action will include a 90-day written notice to the contractor and will occur without financial penalty to the Government. Concurrent with the notification of a buy-down payment, the Government and contractor will agree upon revised Schedules DO-Ib and DO-III that will reflect revised annual payments for the remaining term of the delivery order. (See Section H.25.2 for applicability and instructions for completion of Schedule DO-IV, as well as other DO schedules.)

(4) For service contracts, the remaining useful commercial life of facilities. Useful commercial life means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

H.2 CONFIDENTIALITY OF INFORMATION

(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 aspects, 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 DOE 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.3 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications and Other Statements of the Offeror for this contract, dated **[date to be inserted at award]**, are hereby incorporated by reference. They are located in the official contract file for the award.

Additional representations and certifications may be required by the Contracting Officer for specific delivery orders.

H.4 TECHNICAL DIRECTION

(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 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.5 SUBCONTRACTS

(a) Prior to the placement of subcontracts and in accordance with the clause, "Subcontracts-Fixed-Price Contracts," the Contractor shall ensure that:

(1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts;

(2) any applicable subcontractor Representations and Certifications (see Part IV, Section K of this solicitation; and

(b) The contractor shall also obtain and furnish to the Contracting Officer either an OCI Disclosure Statement or Representation form in accordance with DEAR 952.209-72 "Organizational Conflicts of Interest Disclosure or Representation" for all subcontractors to be utilized under this contract. No work shall be performed by the subcontractor until the Contracting Officer has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

(c) Any requirements for prior consent of subcontractors, if desired, may be included in specific delivery orders.

H.6 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Pursuant to the Section I clause entitled "RIGHTS TO PROPOSAL DATA" the following portions of the contractor's proposal is listed as proprietary data:

Contractor's proposal dated: **[date to be inserted at award]**

Page numbers of proprietary data within the contractor's proposal: **[to be inserted at award]**

H.7 GOVERNMENT PROPERTY REGULATIONS

The contractor and its employees shall be knowledgeable of and observe all Government property regulations, posted or otherwise, at the site where performance occurs for specific delivery order projects. A copy of the applicable agency regulations for the specific project site will be provided by the COR for the project, upon contractor request.

H.8 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY

The Government shall be responsible for loss or damage to the property of the contractor and its employees only to the extent authorized by the Federal Tort Claims Act.

H.9 CONTRACTOR EMPLOYEES

(a) Upon receipt of notice of award of the IDIQ contract and upon receipt of notice of award for each delivery order, the contractor shall provide the Contracting Officer for the delivery order, or the COR, with the name(s) of the responsible supervisory person(s) authorized to act for the contractor.

(b) The contractor shall furnish sufficient personnel to perform all work specified within the delivery order.

(c) Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

(d) The contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer or the Contracting Officer's designated representative to be contrary to the public interest or inconsistent with the best interests of Government business or national security.

H.10 SECURITY REQUIREMENTS

(a) Passes and Badges: All contractor employees shall obtain employee and vehicle passes and badges as required by the agency for the specific delivery order project site. The contractor will, prior to the start of on-site work, submit to the Contracting Officer for the delivery order, or the Contracting Officer's designated representative, an estimate of the number of employees expected to be utilized at any one time on the delivery order. The Government will issue badges without charge. When an employee leaves the contractor's service, the employee's pass and badge shall be returned within ten (10) days.

(b) Contractor Vehicles: Each contractor vehicle shall display the contractor's name such that it is clearly visible. Contractor vehicles shall, at all times, display a valid state license plate and safety inspection sticker.

(c) Contractor Access to Buildings:

(1) It shall be the contractor's responsibility, through the Contracting Officer or the Contracting Officer's designated representative, to obtain access to buildings on the delivery order project site, as necessary, and arrange for the buildings to be opened and closed for the following:

i. For minor work of two hours or less duration, the contractor shall contact the building manager and security organization.

ii. For major work, defined as work in excess of two hours duration, and/or work that will create dust or noise, the contractor shall contact the Contracting Officer or the Contracting Officer's designated representative at least one week in advance of the start of the work. The contractor must provide a description of the work, the number of workers required, and duration of the work.

(2) Keys may be issued to the contractor; however, it shall be the contractor's responsibility to make adequate arrangements for security of the building at the end of each work day. The contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by its employees. If the Contracting Officer or the COR decides that a lock must be replaced because of the loss of a key by the contractor's employee(s), the contractor shall pay the cost of that replacement. Similarly, the contractor shall pay the cost of changing a combination if the Contracting Officer or the COR has reasonable cause to assume that the combination has been compromised.

(3) Access to tenant spaces must be scheduled with the Contracting Officer or the Contracting Officer's designated representative at least ten (10) days in advance. Notice must include names of employees to be admitted, expected arrival time, and visit duration. Buildings that require an escort will be identified in the solicitation for a specific project. All access will be during normal working hours, Monday through Friday, as specified in the delivery order.

(d) Contractor Access to secure areas: Certain areas of a project site may require that the contractor and its employees have an escort, and/or place limits on the days and times that the contractor and its employees may work in these areas. Specific delivery orders will identify any such secure areas and the requirements for contractor access to them.

H.11 WORK SCHEDULE REQUIREMENTS

The contractor shall arrange its on-site work so that it will not interfere with normal Government business. The contractor shall develop a monthly work schedule for all on-site work performed from delivery order award through installation period for all ECMs. In no event shall the contractor change approved work schedules without the prior consent of the Contracting Officer or the Contracting Officer's designated representative.

If the contractor desires to work on Saturday, Sunday, holidays, or outside the project site's normal working hours, which normal working hours will be specified in the delivery order, it may submit a request for approval to the COR at least seven (7) working days prior to the proposed start of such work.

H.12 PERMITS

In accordance with the "Permits and Responsibilities" clause in Section I, the contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required to conduct the work. The contractor shall comply with all applicable Federal, state and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer or the COR before work commences.

H.13 FIRE PREVENTION

The contractor shall ensure that its employees shall know how to activate a fire alarm. The contractor shall observe all requirements for handling and storing combustible supplies, materials, waste and trash. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with the applicable agencies fire prevention procedures, rules or regulations as identified in the delivery order. The contractor shall obtain all required welding permits prior to any welding. The contractor shall comply with NFPA requirements. A fire watch shall be utilized when hot work is being performed.

H.14 WAGE DETERMINATIONS AND DAVIS BACON WAGE RATES

In the performance of delivery order projects issued against this contract, the contractor shall comply with the requirements of any applicable U.S. Department of Labor Wage Determination(s) which may be issued relative to that project. A copy of the Wage Determination(s) shall be attached to the delivery order award, in accordance with agency format requirements. The wage determinations applicable to the four sites included in this solicitation are available in the technical data library for this solicitation. (See Section L.33.)

H.15 REQUIRED INSURANCE

(a) The contractor shall procure at its expense and maintain during the entire period of performance under this IDIQ contract and the delivery orders awarded to the contractor against it the following minimum insurance coverage. Specific delivery orders may require additional insurance coverage, which would be specified in the delivery order. If additional insurance coverage is specified in a delivery order, the contractor shall maintain at its own expense for the delivery order term, the additional insurance coverage.

1. Comprehensive general liability: $500,000 per occurrence.

2. Automobile liability: $200,000 per person, $500,000 per occurrence, $20,000 per occurrence for property damage.

3. Workman's compensation: As required by Federal and state workers' compensation and occupational disease statutes.

4. Employer's liability coverage: $100,000 except in states where workers' compensation may not be written by private carriers.

5. Other insurance as required by State law.

(b) Prior to commencement of work, the contractor shall furnish to the Contracting Officer a certificate or written statement of the required insurance coverage. The policies evidencing required insurance coverage shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which the delivery order is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The contractor agrees to insert the substance of this clause in all subcontracts hereunder.

(d) Nothing herein shall relieve or limit the contractor of liability for losses and damages to person or property as a result of its operations. The contractor shall indemnify and hold harmless the Government from any and all liability associated with the contractor's operations.

H.16 ADDITIONAL DELIVERY ORDER CLAUSES FOR WORK ON DOE FACILITIES HAVING CLASSIFIED INFORMATION

a) If the ECM project covered by a delivery order involves work to be performed at a Department of Energy facility that has classified information (section 41 of the Atomic Energy Act of 1954, as amended), DEAR 952.204-2 Security (Apr 1984) and DEAR 952.204-70 Classification (Apr 1984) may apply to that delivery order. The specific delivery order for such site shall incorporate these clauses, if applicable.

b) If the ECM project covered by a delivery order involves work to be performed at a Department of Energy facility that has classified information (section 41 of the Atomic Energy Act of 1954, as amended), the contractor may be required to submit its representation concerning foreign ownership, control, or influence over contractor, DEAR 952.204-73 (see Section L); and the clause DEAR 952.204-74 Foreign Ownership, Control, or Influence over Contractor (Apr 1984) may apply to that delivery order. The solicitation for such site would request the representation, and the specific delivery order for such site would incorporate the clause, if applicable.

H.17 AVAILABILITY OF SAVEnergy AUDIT REPORTS

DOE made twenty (20) competitive awards in September of 1994 for acquisition of SAVEnergy audits of federal facilities. One of the purposes of the audits was to identify potential ESPC projects. The four sites included in this solicitation were audited in accordance with the scope of the SAVEnergy Audit program, and reports were provided by the contractors who performed the audits. The audit reports are included in the materials available in the technical data library for this solicitation (See provision L.33) should offerors wish to obtain and review them prior to submitting an offer. Offerors are cautioned that the site data packages themselves contain all information required to submit a proposal, and that these reports were only one of many tools used to construct the data packages. They are NOT part of the site data packages.

Contractors that performed SAVEnergy audits are not precluded from proposing against this RFP and may receive awards as a prime or subcontractor/team member.

H.18 LIQUIDATED DAMAGES

Since this IDIQ contract is for use by all authorized Federal agencies in a specific region, and the specific ECM projects are not known at this time, the Government cannot make a determination as to whether Liquidated Damages would apply to any individual delivery order. Therefore, the contractor shall review each delivery order solicitation and the actual delivery order for the necessity or desire to include an appropriate Liquidated Damages clause per the Federal agency requirements that apply.

H.19 TITLE TO AND RESPONSIBILITY FOR CONTRACTOR-INSTALLED EQUIPMENT

(a) All equipment installed by the contractor at an installation is and remains the property of the contractor during the delivery order's term unless otherwise specified and mutually agreed to in a delivery order.

(b) The contractor may modify, replace, or change the systems and equipment during the delivery order from that originally approved. However, any proposed modification, replacement, or change shall require notification and coordination with and approval of the Contracting Officer. Any such modification, replacement, or change of systems or equipment shall be performed by the contractor at no cost to the Government and shall not interfere with Government operations and mission.

(c) At the expiration of the delivery order term, all rights, title, and interest in and to all improvements and equipment constructed or installed on the premises and additions, shall vest in the Government, at no additional cost, free and clear of all and any mechanics liens and encumbrances created or caused by the contractor. The contractor shall surrender possession of said premises and the improvements and equipment to the Government in good repair and condition, reasonable wear and tear accepted.

(d) If the IDIQ contract or a specific delivery order is terminated for convenience, all rights, title, and interest in and to all improvements, additions, or equipment of all ECMs installed by the contractor to which the Government determines to take possession shall vest in the Government. For those ECMs for which the Government takes possession and thereby obtains title, the contractor shall be compensated in accordance with FAR clause Termination for Convenience (52.249-2).

H.20 NOTICE OF PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Copies of standard bond forms, SF-25 and SF-25A, are provided at Attachment 5 to this solicitation as samples of the forms which will be required to be completed prior to delivery order awards, in accordance with the following provisions.

H.20.1 Project Financing by Contractor

(1) The Government will notify the selected contractor of its intent to award the delivery order. Pursuant to Section H, Preaward Requirements, the selected contractor shall furnish acceptable evidence of a surety's commitment to provide performance and payment bonds to the Government.

(2) Within 30 days after award of delivery order or acceptance of ECM installation plans, whichever is later, the selected contractor shall provide a performance bond (Standard Form 25) and a payment bond (Standard Form 25A) in duplicate. The performance bond shall be in a penal sum equal to 100 percent of the total investment for all ECMs cited in Schedule DO-II. The payment bond shall be in a penal sum as follows:

Total Implementation Price From Schedule DO-II	CostPayment Bond Penal Sum
$0 - $999,999	50% of Schedule DO-II
$1 - $4.99 million	40% of Schedule DO-II
>$5 million	$2.5 million

The performance and payment bonds shall remain in effect during the total installation period for all ECMs. After acceptance the performance bond shall be reduced to a penal sum adequate to protect the government's interest in performance of post-acceptance services during the 1-year warranty period. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, and material men have been paid in full. The ECM installation period shall include all time required for installation, testing, measuring initial performance, and Government

acceptance of all installed ECMs.

(3) Because ECMs are installed on or affixed to Government property, mechanics liens are prohibited. Therefore, the payment bond shall secure the contractor's obligations for payment of laborers, suppliers, and subcontractors.

(4) Each subcontract, under this IDIQ contract or under a specific delivery order shall include a provision that prohibits placing mechanics liens against any ECMs installed on or affixed to Government property under this IDIQ contract or under a specific delivery order.

H.20.2 Project Financing by Third Party

(1) The Government will notify the selected contractor of its intent to award the delivery order. Pursuant to Section H, Preaward Requirements, the selected contractor shall provide, to the Government, proof of project financing and acceptable evidence of a surety's commitment to provide performance and payment bonds.

(2) Within 30 days of award of the delivery order or acceptance of installation plans, whichever is later, the selected contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the Government. The performance bond shall be in a penal sum equal to 100 percent of the total investment for all ECMs cited in Schedule DO-II. The selected contractor shall furnish a payment bond (Standard Form 25A) in duplicate. The payment bond shall be in a penal sum equal as follows:

Total Implementation Price From Schedule DO-II	CostPayment Bond Penal Sum
$0 - $999,999	50% of Schedule DO-II
$1 - $5 million	40% of Schedule DO-II
>$5 million	$2.5 million

The performance and payment bonds shall remain in effect during the total installation period for all ECMs. After acceptance the performance bond shall be reduced to a penal sum adequate to protect the Government's interest in performance of post-acceptance services during the one 1-year warranty period. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full. The ECM installation period shall include all time required for installation, testing, measuring initial performance, and Government acceptance of all installed ECMs.

(3) Because ECMs are installed on or affixed to Government property, mechanics liens are prohibited. Therefore, the payment bond shall secure the contractor's obligations for payment of laborers, suppliers, and subcontractors.

(4) Each subcontract, under this IDIQ contract or under a specific delivery order, shall include a provision that prohibits placing mechanics liens against any ECMs installed on or affixed to Government property under this IDIQ contract or under a specific delivery order.

H.21 PROTECTION OF FINANCIER'S INTEREST

(a) The Government recognizes that project financing associated with contractor performance on the delivery orders may be accomplished using third-party financing, and as such, will permit the financing source to perfect a security interest in the installed energy conservation measures, subject to and subordinate to the rights of the Government. To provide protection of any financier's interest, the contractor may be required to assign to its lenders, some or all of its rights under a delivery order.

(b) The Government will consider:

(1) Requests for assignments of monies due or to become due under a delivery order, provided the assignment complies with the Assignment of Claims Act.

(2) Requests for the Government to provide lenders or financiers copies of any cure or show-cause notice issued to the contractor.

(3) Requests by lenders or lienholders for extension of response time to cure or show-cause notices.

(4) A proposed takeover of delivery order performance in the event the contractor defaults in performance. Requests for takeover of the delivery order on substantially the same terms and conditions will be approved, if the proposed substitute party is acceptable to the Government and such takeover is in the Government's best interests.

(c) The Government review and approval of the above requests will not be unreasonably withheld.

H.22 UTILITY ENERGY EFFICIENCY/RENEWABLE PROJECT FINANCIAL INCENTIVES

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.

THE FOLLOWING PROVISIONS, H-23 THROUGH H.29, PRESCRIBE THE PROCEDURES FOR AWARDING DELIVERY ORDERS AGAINST THE IDIQ CONTRACT:

H.23 FEDERAL ENERGY MANAGEMENT PROGRAM (FEMP) DELIVERY ORDER REQUEST FOR PROPOSAL (DO RFP) FORMAT

The Contracting Officer for this contract will create a prescriptive FEMP delivery order request for proposal (DO RFP) format for use by ordering agencies in requesting offers from the IDIQ contractor(s) for specific delivery order projects, and will make it available upon request to any authorized Contracting Officer from any Federal agency. This format will provide, in contract chronological order, only those provisions and clauses throughout the contract which need to be/may be addressed in developing the description of a specific project, and providing the differing or additional agency and site specific requirements relative to it. In addition, it will include a standard data package format Attachment which provides the framework for the technical description of the specific project site.

Ordering agencies will be encouraged to use these formats, or comparable ones that they develop providing relevant information, in requesting offers for specific projects to be ordered against this contract. The purposes for the same use of standard formats are to : (1) facilitate rapid processing of delivery order procurements and awards; (2) minimize the contract administration required for the IDIQ contracts and especially the delivery orders; and (3) promote consistency among agencies for the benefit of the IDIQ contractors.

H.24 PROCEDURES FOR AWARDING DELIVERY ORDERS

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

The DOE Contracting Officer or the 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, performance risk considerations, past performance on previous delivery orders issued against the IDIQ contract, 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 ultimately 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) Sole Source Awards

The Contracting Officer may issue a delivery order to any one of the contractors receiving an award from this solicitation if he determines unilaterally that:

1. The agency's need for the services ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling the need;

2. The delivery order requires the installation, operation and maintenance of ECMs that are highly specialized and only one contractor is capable of providing the ECMs at the level of quality required because the services ordered are unique or highly specialized;

3. It is a Contractor-Identified project;

4. It is necessary to place an order with a particular contractor in order to satisfy a minimum guarantee, and ;

5. The delivery order should be placed on a sole source basis in the interest of efficiency and economy because it is a logical follow-on to a delivery order previously issued to a contractor on a competitive basis.

(b) Awards Based on Fair Consideration of IDIQ Contractors:

The contractor agrees that issuance of a delivery order in accordance with any of the procedures in this provision 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 make selections of IDIQ contractors and issue delivery orders based on the evaluation criteria specified in the provision at Section H.26, "Proposal Evaluation for Delivery Order ECM Projects," or based on any other criteria that may be included in a DO RFP. The evaluation criteria to be used in selecting the recipient of the delivery order, and their relative importance, will be specified in the DO RFP if different from those in the provision at H.26.

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 the provision at H.26.

(c) DOE FEMP Delivery Order Evaluation Guidance:

To assist federal agency Contracting Officers and their acquisition teams in making the decisions necessary to follow the procedures set forth in paragraphs H.24 (a) and (b) above, the DOE FEMP Delivery Order Evaluation Guidance in Part III, Section J, Attachment 6 was developed. It is included in this RFP for information to the offerors in order that they are aware of the guidance being provided to agency Contracting Officers by the Contracting Officer for this award. The guidance, which will be continually updated as experience with issuance of delivery order projects occurs, uses different energy project examples to illustrate how various proposal requirements and evaluation criteria can and should be used to select among multiple IDIQ contract awardees, based on the project complexity, estimated cost, etc. It clearly encourages that agency Contracting Officers streamline and reduce the transaction time and efforts to competitively select among the contractors for specific delivery order project awards, by employing only the minimum requirements for evaluation and selection that are appropriate for the specific project.

H.25 REQUIREMENTS FOR PROPOSAL CONTENTS FOR GOVERNMENT-IDENTIFIED ECM DELIVERY ORDER ECM PROJECTS

The Government anticipates awarding fixed price delivery orders. ECM projects may be identified by either Federal agencies or by the contractor(s), and therefore the provisions below provide proposal preparation instructions and evaluation procedures for both scenarios. The instructions and procedures represent the MAXIMUM anticipated to be expected for competitively pursuing a specific delivery order project. Ordering agencies may identify different instructions and procedures in the DO RFPs for their specific delivery order projects in accordance with the DOE FEMP Delivery Order Evaluation Guidance explained in Section H.24(c). However, the instructions and procedures provided below will apply unless other instructions are identified in the DO RFPs which supersede or revise them.

A **Government-identified ECM Project** is one identified by a Federal agency. As projects are identified by Federal agencies, the Contracting Officer for the requirement will request a contractor or contractors to submit a delivery order proposal. The contractor(s) shall submit the requested price and technical proposal in sufficient detail as will permit prompt evaluation, selection, and negotiation and/or acceptance of a proposal thereof in accordance with Sections H.25 and H.26 of this contract. Proposals shall be submitted initially on the most favorable terms from a price and technical standpoint to the Government. The Government reserves the right to accept or reject the initial proposal without further discussions. As required by the solicitation for a delivery order, the contractor shall submit a technical and price proposal, in accordance with the following requirements:

H.25.1 Format for Technical Proposal:

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

A. ECM Descriptions and Projected Energy Savings (including ECM Summary Schedule for Delivery Order)

1. The contractor shall complete and submit Delivery Order Schedule DO-V summarizing all ECMs proposed for the delivery order.

2. For each ECM proposed, the contractor shall submit narrative information for items, as applicable, in the format specified below:

a. ECM No. _____