RFP, only the site data packages for that region (Packages 1 and 2) would be required, not those for the Midwest Region. The seven packages (and ESTIMATED costs for copying) are as follows:

| PACKAGE | ESTIMATED COST |
|---|---|
| Package 1 - Site Data Package for Dwight D. Eisenhower Museum & Library Abilene, Kansas (Central Region) | $10 |
| Package 2 - Site Data Package for Gary Job Corps Center San Marcos, Texas (Central Region) | $11 |
| Package 3 - Site Data Package for USDA-ARS National Animal Disease Center Ames, Iowa (Midwest Region) | $6 |
| Package 4 - Site Data Package for NASA-Lewis Research Center Cleveland, Ohio (Midwest Region) | $28 |
| Package 5 - SAVEnergy audit reports for Central Region sites | $65 |
| Package 6 - SAVEnergy audit reports for Midwest Region sites | $35 |
| Package 7 - Central and Midwest Regions SUPER ESPC RFP, w/Attachments | $20 |

NOTE: PACKAGE 7 IS PROVIDED FOR PURCHASE AS A COURTESY; IT IS AVAILABLE ON THE INTERNET. **THE SAVEnergy AUDIT REPORTS ARE MADE AVAILABLE TO OFFERORS IF THEY WISH TO HAVE THEM. THEY ARE NOT NECESSARY TO THE OFFERORS TO PROPOSE AGAINST THIS SOLICITATION. (SEE SECTION H.17 FOR MORE DETAIL.)**

Each site data package (packages 1 through 4) contains the following information:

a. General Site Information
b. Table of required technology categories
c. Existing energy system specification and consumption data
d. Site utility rate and consumption data
e. Site maps and available building drawings
f. Site specific project requirements and rebate programs
g. Applicable Davis Bacon Wage Rates and Service Contract Act Wage Determinations

The solicitation technical library is located at Kinko's Copies in Golden, CO., and is open seven days a week, 24 hours per day, with ordering possible from 9 a.m. through 10 p.m. daily. The complete address, fax and phone numbers, as well as points of contact necessary for ordering packages are as follows:

Kinko's Copies
17748 S. Golden Road
Golden, CO 80401-3393
Telephone: (303) 277-1946
FAX: (303) 277-0161

Points of Contact:

9 a.m. - 5 p.m.: Amy Gstalder, Manager
5 p.m. - 10 p.m.: Mike Walsh, Assistant Manager
(Reference DOE SUPER ESPC RFP solicitation materials)

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

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

All copying and delivery costs are the sole responsibility of the offeror. Again, ESTIMATED costs for each of the packages are identified above, and do not include shipping. Requests via fax are recommended to minimize the

potential for errors with your order. **PACKAGES WILL BE AVAILABLE ON OR AFTER JULY 3, 1997. A 10% DISCOUNT WILL BE PROVIDED BY KINKO'S IF ORDERED THAT DAY, 7/3/97.**

**All site-specific proposals are to be prepared using the project site and other technical data from this technical library. Any assumptions made due to perceived incomplete information should be clearly stated in the offer, or, and preferably, the offeror should submit a request for clarification in writing to the Contracting Officer prior to submitting its offer.**

## L.34 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL (JAN 1993)

(a) General

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

(b) Overall Arrangement of Proposal

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

| Proposal Volume - Title | Number of Copies |
|---|---|
| Volume I - Offer & Other Documents | 10 |
| Volume II - Technical/Central Region | 10 |
| Volume II - Technical/Midwest Region | 10 |
| Volume III - Cost/Price/Central Region | 10 |
| Volume III - Cost/Price/Midwest Region | 10 |

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

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

(d) The technical and price proposals for the four sites included in this RFP will be evaluated for purposes of making selections of IDIQ contract awardees. These same sites are intended to be projects for initial minimum order quantity delivery orders issued against the IDIQ contracts. The technical and price proposals submitted by the offerors MAY BE changed during the DO RFP process which will occur for these sites AFTER contract awards.

## L.35 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, OFFER AND OTHER DOCUMENTS

(a) General

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

(b) Format and Content

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

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

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

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

(2) Acceptance Period. The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation provision entitled "Offer Acceptance Period", which shall apply if no other period is offered.

(3) Signature Authority. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

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

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

(e) Additional Information to be Furnished

(1) Government Property

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

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

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

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

(f) Competition in Subcontracting

(1) See clauses entitled "Subcontracts (Fixed-Price Contracts)" and "Competition in Subcontracting" of the contract clauses.

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

(g) Exceptions and Deviations to the Model Contract

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

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

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

(i) Offeror shall complete Schedule DO-IV, "Buy Down/Buy Out Schedule for Accelerated Government Repayment to Contractor, for each site listed in the technical data package.

## L.36 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL

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

In order that your Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost/price information is to be included in your Technical Proposal. Where estimated manhours

will provide clarity, they shall be quoted in manhour figures only, with no indication as to the cost of these manhours.

NOTE: If an offer is being submitted for BOTH regions (DOE Central and Midwest), two Vol. II, technical volumes must be submitted.

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

c. Format and Content

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

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

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

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

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

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

(ii) Principles and techniques which may be applied in the solution(s) of the problem(s), and an evaluation of the various methods considered and substantiation of those selected. Indicate degree of success expected.

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

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

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

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

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

## L.36.1 PART I - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT -- GENERAL REGIONAL CONTRACT CAPABILITIES

### Criterion 1 Past Performance References

The offeror will provide up to 5 references, in tabular format, for previous (construction completed) energy conservation projects with an installed cost of greater than $250,000. If the offeror consists of a team or partnership, provide five (5) references for the prime, and at least two (2) references for each of the other team members. Include for each reference the following:

1. Project Title
2. Contract Number
3. Project Location
4. Project Dates
5. Client Contact Information (Contact name of Contracting Officer and project manager, full address, phone number)
6. Types of ECM's implemented
7. Annual Savings Achieved
8. Project Cost
9. Subcontractors

### Criterion 2 ECMs and Related Technical Capability

1. **Energy Project Experience:**

The offeror shall briefly describe up to five previous energy conservation projects and facility energy management services that demonstrate the offeror's ability to successfully implement the types of ECMs required for implementation in Section C.2. The offeror shall provide additional previous energy projects and energy management services if necessary to provide at least one project for all principal offeror members (for example, subcontractors, partners, team members) who are proposed for delivery of services in this regional contract. Projects may include those with the Federal Government, state or local governments, and commercial customers. Of those projects demonstrating successful implementation of the types of ECMs offered, identify those projects similar to the ESPC requirements of this statement of work and solicitation. The description of each project shall include the project title, contract number (if applicable), location, dates and the name and telephone number of the government project manager, contracting officer or technical representative. In addition to project client contacts, the offeror should address, at a minimum, the following items:

- Proposer's role in projects listed, whether the contractor was the prime or the subcontractor; including design, financing and implementing the project;

- Types of ECMs successfully implemented;

- If applicable, for energy savings performance or other performance based contracts, specify:

  (a) The initial energy consumption of client facilities;

  (b) The annual energy and cost savings proposed in the contract; and

  (c) The actual annual energy and cost savings achieved.

    - Project Installation Cost

    - Describe project performance in terms of schedule and budget (e.g. on time/on budget, early, late, under/over budget, reasons), quality control and workmanship

    - Subcontractors used in previous projects

    - Describe any contract termination actions taken by client.

2. **Energy Project Financing Experience**

The offeror shall describe the approach to providing project financing for previous performance based energy services contracts. Describe financial instruments or approaches used on previous projects (provide site specific examples of financing approaches, as applicable to performance based, contractor financed projects identified in L.36.1, Criterion 2, "Energy Project Experience") and identify financier points of contact, and phone numbers.

- Identify sureties the firm has utilized to acquire performance and payment bonds during the construction phases, and provide surety points of contact and phone numbers.

3. **ECM Technology Capability**

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

a. The offering firm's capability to successfully implement the ECMs representative of each Technology Category not included in the past projects described under #1, Energy Project Experience, above.

b. How the offeror will acquire the skills and capabilities to successfully implement ECMs representative of each Technology Category required which are currently outside the firm's current capability or experience.

c. The baseline development and measurement & verification (M&V) methods proposed for determining energy savings performance of installed ELMS required. The offeror shall demonstrate an understanding of DOE/FEMP M&V Guidelines for Federal Energy Projects for each technology category covered in the

guidelines.

d. Specify the level of operation, maintenance, and repair responsibility the Offeror shall assume.

e. Describe the preventative maintenance, inspection, and repair program to be provided.

f. Identify ECMs for which contractor would provide Government employee training.

4. **M&V Model Approach**

Using the Sample Project(s) Outlined in the Project Site Technical Data Packages available at Kinko's, describe how the Offeror's team would accomplish the M&V process using the methods described in the response to item 3.c. above.

**Criterion 3** **Regional Projects Management Approach**

1. **Regional Project Delivery & Management Organization**

Describe and illustrate the overall management system and organization for managing projects within the contract region. Proposal shall contain detailed responsibilities of each element of project implementation and performance period services shown on an organization chart. The organization shall include provisions for government participation in the project process. Identify personnel integral to performance in each element. Show the lines of authority within the organization. The Offeror shall describe its organization to provide operations, maintenance, repair and training services for projects throughout the contract region. Specify criteria used to establish location of local service point(s) and available hours of service. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, and which element of the contractor's organization will manage the subcontract(s).

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

-- **Subcontracting Plan.**

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

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

proposed subcontractors shall be discussed as well as non-competitive selection of proposed subcontractors. Non-competitive selection of proposed subcontractors must be justified.

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

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

## L.36.2 PART II - DELIVERY ORDER -- TECHNICAL APPROACH FOR SITE SPECIFIC PROJECTS

For each of the Project Sites for the region(s) for which the offeror is proposing, identified in the technical data package referenced in the provision at Section L.33, "Project Site Technical Data," the Offeror shall prepare a technical narrative addressing the technical approach for only the required technology categories. All technical data necessary for the site specific technical and price proposal is located in the solicitation technical library. All site specific proposals are to be prepared using technical data obtained exclusively from the technical library. Any assumptions made due to incomplete information should be clearly identified in the offeror's proposal. Separate Criteria 4, 5 and 6 information shall be provided for each project site.

The technical approach shall be prepared in the following format:

**Criterion 4** **ECM Descriptions and Projected Energy Savings**

A. The Offeror shall complete and submit Schedule DO-V for each project site ECM. Additionally, for each project site, the offeror shall submit narrative information for items, as applicable, in the format specified below for each required technology category:

ECM No. _____

ECM Title and Executive Summary

- Detailed Description of ECM
- Location Affected
- ECM Interface with Government Equipment
- Proposed Equipment Identification - Provide manufacturer, model number and optional equipment proposed for each ECM component, including manufacturer's literature and specifications.

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

- **Energy Savings Proposed**

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

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

- Offeror's assumptions on current facility or energy system operating conditions
- Offeror's assumptions on proposed facility or energy system operating conditions
- Energy savings calculations using formulas and procedures based on accepted engineering principles, including synergistic effects of other ECMs.
- Cite references used for data, assumptions or empirical formulas.

B. ECM Project Schedule - Provide a master site project schedule to include the duration of the following key phases for all proposed ECM's:

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

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

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

-- Installation & Commissioning

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

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

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

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

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

-- Sampling plan (if required), including:

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

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

-- Data collection plan, including:

- Specify data to be collected in terms of parameters, unit of measurement, points of measurements, length of time and intervals of measurements; raw, meter data (if available) as well as analyzed and summary data must be obtained.

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

- Calibration of equipment - describe protocols for calibrating equipment.

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

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

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

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

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

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

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

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

**Criterion 6. Site Management Approach**

- **Organization.**

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

- **Maintenance and Operations.**

Offeror Provided Maintenance and Operation - Show the organization structure and describe the approach for installed ECMs for performance of the delivery order's maintenance and operation requirements.

- **ECM Training**

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

## L.37 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, PRICE PROPOSAL - OTHER

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

NOTE: If an offer is being submitted for BOTH regions (DOE Central and Midwest), two Vol. III, price volumes, must be submitted.

(b) As a minimum, the Price Proposal shall contain the information specified below:
(Each offeror is cautioned that adequate pricing details, as applicable, must accompany the price proposal.)

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

(i) The existing verifiable data;

(ii) The judgmental factors applied in projecting from known data to the estimate;

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

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

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

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

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

## L.37.1 PART I - SCHEDULES TO BE INCORPORATED INTO THE INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

**L.37.1.1 Price Schedules Required** The offeror shall prepare and submit the following price schedules. The schedules listed below will be incorporated into the resultant contract.

1. Section A - a completed Standard Form 33;

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

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

**L.37.1.2 Instructions for Completing Schedules**

The offeror shall provide its proposed maximum mark-up percentage(s) that will apply to all delivery orders in Schedule IDIQ-Ia. The price proposal shall also indicate the offeror's handling of four components of price that the successful contractor will address in submitting a proposal for a delivery order. These components will be explained in Schedules IDIQ-II, IDIQ-III, IDIQ-IV and IDIQ-V. Instructions for completing schedules are provided below.

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

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

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

Implementation Price Mark-up Elements:

Costs to perform surveys prior to establishment of feasibility
- indirect labor
- overhead costs other than labor
- sales, general and administrative expenses
- ESCO markup of subcontractor supplied equipment, material, or labor
- ESCO profit

Performance Period Mark-up Elements:

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

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

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

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

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

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

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

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

5. **Schedule IDIQ-V -- IDIQ Contract Energy Savings Performance Period Price Elements:**: The offeror shall complete Schedule IDIQ-VI by proposing Energy Savings Performance Period (ESPP) Price elements under the proposed IDIQ contract. Price elements will remain unchanged through the term of the contract. PP price shall be the estimated direct costs for operation and maintenance for the specific delivery order's ECM project.

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

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

* direct costs for labor or subcontractor to operate, maintain, and repair installed ECMs, measure and monitor ECM equipment or system for periodic performance verification

* project management costs to provide service support

Price elements submitted on this schedule shall not include any direct costs for ECM installation through government acceptance or elements in the mark-up.

## L.37.2 PART II - DELIVERY ORDER – PRICE PROPOSAL FOR SITE SPECIFIC PROJECTS

The data packages in the technical library for the IDIQ project sites (See Section IV, Section L, Provision L.33, "Project Site Technical Data") contain identified required technology categories on which the offeror is required to submit proposals. The offeror shall prepare and submit each of the Schedules below for each identified ECM covered by this solicitation. The Schedules listed

below will also be incorporated into any delivery order issued against any contract resulting from this solicitation:

A. Completed Schedules DO-Ia through DO-III

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

Each delivery order's solicitation document shall specify the fixed rates that will be used for utilities during the delivery order's period of performance. The estimated annual cost savings in Column (a) of Schedule DO-Ia shall be based on the specified fixed rates for utilities.

The offeror shall complete Schedule DO-Ia for each delivery order to reflect:

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

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

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

(b) Schedule DO-II presents the offeror's estimated implementation investment and estimated average annual operations, maintenance and repair during the performance period for each ECM contained in a specific project or delivery order.

The Contractor shall complete Schedule DO-II to reflect the implementation price and maximum mark-up for all proposed ECM's and calculate the total estimated investment. The total implementation price is used to establish performance and payment bond amounts.

c) Schedule DO-III presents the Contractor's proposed Performance Period cash flow for a specific ECM project (delivery order). The schedule is divided into two sections. The Project Capitalization section pertains to the debt service stream and the profit on investment. The Performance Period pertains to the price and profit associated with the services the contractor supplies to maintain and verify ECM performance during the performance period. The performance period price elements should be consistent with those elements identified in Schedule IDIQ-V.

The Contractor shall propose the estimated delivery order cash flows for each year of the proposed performance period to support the price proposal [Annual Contractor Payments, Schedule DO-Ia, Column (b)].

# SECTION M - EVALUATION FACTORS FOR AWARD

## M.1 EVALUATION CRITERIA

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

### A. TECHNICAL CRITERIA

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

1. Criterion 1 - Past Performance References

Each offeror will be evaluated on his/her past performance under existing and prior projects for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire in Part III, Section J, Attachment 8 will be used to collect this information. References other than those identified by the offeror may be contacted by the government with the information received used in the evaluation of the offeror's past performance. Firms lacking relevant past performance experience shall receive neutral evaluations for past performance.

2. Criterion 2 - ECMs and Related Technical Capability

The evaluation of prior performance capabilities will include: the offeror's demonstrated capability to manage, design, implement, finance and maintain energy conservation projects of similar size and technologies to those required; the offeror's demonstrated capability to provide a full range of turnkey services from management to financing, either independently or with a joint venture/teaming approach; the offeror's demonstrated performance in accurately estimating and managing project cost effectiveness; the offeror's demonstrated ability to successfully develop, implement and adhere to work schedules; the offeror's demonstrated ability to conduct the project in a businesslike manner and willingness to cooperate with government personnel and other contractors.

In addition, each offeror will be evaluated on his/her demonstrated technical capabilities in each of the ECMs cited in the Statement of Work. This evaluation will include the offeror's demonstrated ability to acquire partners, team members, or subcontractors to increase capability for successful delivery of offered ECMs; the offeror's demonstrated understanding of DOE/FEMP M&V guidelines for Federal Energy Projects for each technology category covered in the guidelines; the offeror's demonstrated capability to successfully implement baseline and M&V methods that are consistent with M&V protocols and that are acceptable methods to determine equipment and energy savings performance; the offeror's demonstrated responsibility for operations, maintenance and repair of offered ECMs appropriate for ECM complexity and flexibility to meet Government

site specific project O&M needs; and the extent to which the offeror's training approach demonstrates understanding of Government training needs.

3. Criterion 3 - Regional Projects Management Approach

Each offeror will be evaluated on his/her demonstrated capability to manage regional projects and to provide a suitable organizational structure to support contract performance. Elements to be evaluated include: the extent to which the organization covers all key elements of successful performance based project management and provides clear assignment of responsibility for all project phases; overall management system demonstrates capability to successfully perform under the contract; verified qualifications of primary personnel (prime and subcontractor) with demonstrated experience and success in design, engineering, construction, operation and maintenance of similar previous projects; the extent to which the offeror's demonstrated regional project O&M approach provides assurance of effective project performance and provides local responsive maintenance support; verification that subcontracting plan indicates effective management approach to select subcontractors and provide quality control and oversight of subcontractor work; and verification that subcontractors are selected on competitive basis to the maximum practicable extent, with an emphasis on small/disadvantaged businesses.

4. Criterion 4 - ECM Descriptions and Projected Energy Savings

Each offeror will be evaluated on his/her demonstrated capability to provide each of the site specific required technology categories cited in the site data packages and the ability to accurately project energy savings. Elements to be evaluated include the proven technical feasibility, reasonableness, and acceptability of the proposed ECMs; the level and reasonableness of the proposed energy savings; verification that the energy analysis is based on sound assumptions and engineering principles; verification that impacts on Government facilities and operations are acceptable and reasonable; the suitability and service life of selected equipment for each proposed ECM; and verification that proposed project implementation schedules are realistic and reasonable.

5. Criterion 5 - Energy Baseline and ECM Performance Measurement

Offerors will be evaluated on the following measurement elements and capabilities: the baseline and M&V plan demonstrates a clear understanding of compliance with M&V protocols; verification that the sampling and data collection plans are acceptable and reasonable and that they are based on proposed ECMs; methods to establish pre and post-installation conditions and determine energy savings are adequate and reasonable; and periodic measurement approaches for ECMs and facility performance are adequate and reasonable to provide assurance of continued effective monitoring of ECM performance.

6. Criterion 6 - Site Management Approach

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

## B. RELATIVE RANKING OF TECHNICAL CRITERIA

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

| | | Weight |
|---|---|---|
| Criterion 1 | Past Performance References | 15% |
| Criterion 2 | ECMs and Related Technical Capability | 25% |
| Criterion 3 | Regional Projects Management Approach | 20% |
| Criterion 4 | ECM Descriptions and Projected Energy Savings | 25% |
| Criterion 5 | Energy Baseline and ECM Performance Measurement | 10% |
| Criterion 6 | Site Management Approach | 5% |
| | Total | 100% |

## C. PRICE CRITERIA

The price is considered to be the sum of proposed prices in Schedule DO-Ia, column (b) for each site specific proposal. The prices proposed will be evaluated in accordance with the following price proposal evaluation factors:

Price Proposal Evaluation Factors

1. The proposed price will be evaluated for consistency with the mark-ups and finance charges (Schedules IDIQ-I and IDIQ-II) that have been submitted as part of this proposal. Mark-ups and finance charges will not be used directly as price factors in award decision.

2. Price proposals will be evaluated to assess:

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

   b. The reasonableness of the proposed price.

   c. The realism of the proposed price.

   d. The verification that proposed annual cost savings estimates exceed the annual contractor payments for each year of the performance period.

The price proposal will not be point scored.

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

## M.2 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (APR 1984)

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

## M.3 ELIGIBILITY FOR AWARD

The Government intends to make multiple awards to responsible offerors as evaluated in accordance with the criteria set forth in Section M.1 above. The Government will make award to offerors whose proposals will be most advantageous to the Government, considering technical, price and other factors.

Firms must be on DOE's Qualified List of Energy Service Companies at time of award to be eligible for award. Instructions for application to the Qualified List are presented in 10 CFR 436 (b) "Methods and Procedures for Energy Savings Performance Contracting," and a qualification request package may be obtained via the Internet on the FEMP home page at http://wwweren.doe.gov/femp/project financing icon, or by request to Tanya Sadler at (202) 586-7755.

## M.4 PREAWARD SURVEY

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

## DEFINITIONS OF TERMS APPLICABLE TO THIS CONTRACT

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

1) Acceptance of Installation Phase The term acceptance means an authorized representative of the Government has inspected and accepted the contractor installed energy conservation measures, and that these installed energy conservation measures are operational and comply with the delivery order's performance requirements and specifications. Government acceptance shall not relieve the Contractor from responsibility for continued compliance with delivery order requirements during the delivery order's term.

2) Annual Energy Audit The term annual energy audit means a procedure including, but not limited to, verification of the achievement of energy cost savings and energy unit savings guaranteed resulting from implementation of energy conservation measures and determination of whether an adjustment to the energy baseline is justified by conditions beyond the contractor's control.

3) Construction Finance Charges Construction finance charges are the contractor's costs of financing the construction/installation price or cost of construction. A contractor may not require construction financing for a specific delivery order. If a contractor does not require construction financing for a specific delivery order, then this cost element would be zero.

4 ) Indefinite Delivery/Indefinite Quantity (IDIQ) Contract A contract for property or services that does not procure or specify a firm quantity of property (other than a minimum and possibly a maximum quantity) and that provides for the issuance of orders (tasks) for the delivery of the property and services during the specified ordering period of the contract.

5) Delivery Order The document that provides the details and requirements (over and above those already in the delivery order contract (IDIQ) or in addition to or different than them) for delivery of property and services within the scope of the delivery order contract.

6) Detailed Energy Survey The term detailed energy survey means a procedure which may include, but is not limited to, a detailed analysis of energy cost savings and energy unit savings potential, building conditions, energy consuming, and hours of use or occupancy for the purpose of confirming or revising technical and price proposals based on the preliminary energy survey for delivery orders.

7) Energy Baseline The term energy baseline means the amount of energy that would have been consumed annually without implementation of energy conservation measures based on historical metered data, engineering calculations, submetering of buildings, or energy consuming system, building load simulation models, statistical regression analysis, or some combination of these methods.

8) Energy Conservation Measure An ECM means measures that are applied to an existing Federally owned building or facility that improves energy efficiency, are life cycle cost effective under 10 Code of Federal Regulations Part 436, Subpart A, and involve energy conservation, cogeneration facilities, renewable energy sources, improvements in operation and maintenance efficiencies, or retrofit activities at an existing Federally owned building or other Federal-owned facilities as a result of -- (1) the lease or purchase of operating equipment, improvements, altered operations and maintenance, or technical services; or (2) the increased efficient use of existing energy sources by cogeneration or heat recovery, excluding any

cogeneration process for other than a Federally owned building or buildings or other Federally owned facilities.

9) Energy Cost Savings An energy cost savings means a reduction in the cost of energy and related operation and maintenance expenses, from a base cost established through a methodology set forth in an energy savings performance delivery order.

10) Energy Savings Performance Period The term energy savings performance period means the period (typically in years) from the date an ECM is operational and accepted by the Government, to the end of the delivery order's contract term. The energy savings performance period may also be referred to herein as the "service period".

11) Energy Savings Performance Period Price O&M price shall be the estimated direct costs for operation and maintenance for the specific delivery order's ECM project. Examples of the types, categories or elements of O&M costs would be direct labor, material and spare parts required to perform operation and maintenance of the installed ECMs for the delivery order.

12) Energy Unit Savings The term energy unit savings means the determination, in electrical or thermal units [e.g., kilowatt hour (kwh), kilowatt (kw), or British Thermal Unit (Btu)], of the reduction in energy use or demand by comparing consumption or demand after completion of contractor-installed energy conservation measures, to an energy baseline established in the delivery order.

13) Fair Consideration Public Law 103-355, codified at 41 U.S.C. 253j, states that all multiple contract awardees (i.e., the awardees from this solicitation) shall receive "a fair opportunity to be considered," pursuant to the procedures established in the contracts they are awarded, for EACH delivery order in excess of $2,500 that is to be issued under any of the contracts UNLESS one of certain exceptions exist. These exceptions are also provided in the solicitation and the resulting contracts. This is interpreted to mean that unless one of those exceptions apply and is used, that each of the awardees will compete for award of the specific delivery order ECM projects, in accordance with the procedures outlined in the contracts.

14) Fixed Price/Price For purposes of these SUPER ESPC IDIQ contracts, the price, or fixed price of any delivery order issued against the contracts is the sum of contractor payment streams associated with the delivery order performance.

15) Guaranteed Savings Guaranteed savings means the contractor shall provide a guarantee of annual cost savings to the Government that exceeds (at least by $1) the annual contractor payments in column (b) of Schedule DO-I.

16) Implementation Price Implementation price shall be the direct costs (without contractor markups) that will be incurred by the contractor to implement the ECM project (delivery order), established at the time of delivery order award. The offeror shall propose the types, categories or elements of costs that it treats as direct costs in its proposal for the indefinite quantity contract. This listing shall be included in any resultant IDIQ contract awarded and apply to delivery orders issued under the contract. The types, categories or elements of costs that would normally be considered direct costs include the following:

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

- subcontractors or consultants costs for performing a portion of the ECM project,
- travel costs, if normally treated as a direct cost by the contractor in its accounting system
- construction financing costs

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

17) Installation Period The installation period is from date of delivery order award to the date all contracted Energy Conservation Measures (ECMs) are operational and accepted by the Government. If additional ECMs are added to the delivery order by modification, the installation period for such additional ECMs shall be from date of delivery order modification incorporating the additional ECMs to the date all additional ECMs are operational and accepted by the Government. The installation period may also be referred to herein as "construction period".

18) Margin The margin is the percentage difference between the contractor's proposed payment and the combination of the amortized construction/installation price and O&M costs for the ECM project. The offeror shall propose the types or categories of costs that are included in its margins, which listing shall be included in any resultant indefinite quantity contract awarded and apply to delivery orders issued under the contract. The types or categories of costs that should be included in a margin based on the offeror's accounting system would include the following:

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

These types, categories or elements of costs shall not be recovered by the contractor except through the margin proposed, negotiated, and included in the indefinite quantity contract for application to delivery orders placed. The margin shall not include construction/installation price, O&M costs, and project finance charges. The margin proposed is to be a maximum figure and may be voluntarily decreased by the contractor in subsequent delivery order proposals.

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

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

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

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

23) Technology Category ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule IDIQ-I. The miscellaneous category shall be used for applications where the ECMs are not identified by the other categories.

CONTENTS


| Schedule No. | Title |
|---|---|
| IDIQ-I | IDIQ Contract Mark-up(s) |
| IDIQ-II | IDIQ Contract Project Finance Charges |
| IDIQ-III | IDIQ Contract Installation Price Elements |
| IDIQ-IV | IDIQ Contract Implementation Price Mark-up Elements |
| IDIQ-V | IDIQ Contract Energy Savings Performance Period Price Elements (PPPE) |
| IDIQ-VI | IDIQ Contract Energy Savings Performance Period Mark-up Elements (PPME) |

**SCHEDULE IDIQ-I**

| INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACT | |
|---|---|
| **TECHNOLOGY CATEGORY** | **MARK-UP %** |
| Boiler Improvements | |
| Chiller Improvements | |
| Building Automation Systems/Energy Management and Control Systems | |
| Heating, Ventilating, and Air Conditioning (not including boilers, chillers, and EMCS) | |
| Lighting Improvements | |
| Building Envelope Modifications | |
| Hot Water and Steam Distribution Systems | |
| Electric Motors | |
| Refrigeration | |
| Cogeneration Systems | |
| Renewable Energy Systems | |
| Electrical Distribution Systems | |
| Water and Sewage Systems | |
| Rate Reduction and Auditing Services | |
| Performance Period Services | |

Maximum mark-ups which will be applied to all delivery orders against the IDIQ contract during it's ordering period.

**SCHEDULE IDIQ-II**

**PROJECT FINANCE CHARGES**
**INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT**

| Financing Period | Treasury Note Index | < $500K | $500K - $1M | $1M - $3M | $3M - $7M | $7M+ |
|---|---|---|---|---|---|---|
| 0-3 years | 3 year | | | | | |
| 4-6 years | 5year | | | | | |
| 7-10 years | 10 year | | | | | |
| 11-15 years | (specify index) | | | | | |

Percentage rates provided are maximum, fixed, annual percentage rates that, when added to the current Treasury note rate (as defined at www.ustreas.gov/treasury/bureaus/pubdebt/noteauc.html) is 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 delivery order projects.

The finance charge rate that shall apply to an individual delivery order shall be based on the most recent applicable Treasury note rate prior to the date of the delivery order.

SCHEDULE IDIQ-III

| IMPLEMENTATION PRICE ELEMENTS |
| --- |
| **LISTED PRICE ELEMENTS**<br>**INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT** |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

Implementation Price includes the direct costs of all tasks required to install ECMs up to and including Government acceptance, such as feasibility studies, pre-installation measuring and monitoring of existing system or equipment energy use, design and engineering, purchase of equipment, labor to install ECMs, commissioning, testing, startup, post-installation measurement of energy use to determine energy savings performance. Price elements on this schedule do not include any indirect costs such as overhead, financing costs, or profit. They shall remain unchanged during the ordering period of this contract.

## SCHEDULE IDIQ-IV

| INDEFINITE DELIVERY/INDEFINITE QUANTITY<br>IMPLEMENTATION PRICE Mark-up ELEMENTS |
|---|
| LISTED IMPLEMENTATION PRICE Mark-up ELEMENTS |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

Mark-up includes all indirect cost elements such as overhead and general & administrative expenses, profit and other non direct cost elements or markups. The mark-ups submitted in Schedule IDIQ-I will be applied to the implementation price submitted for each ECM delivery order project.

**SCHEDULE IDIQ-V**

| INDEFINITE DELIVERY/INDEFINITE QUANTITY<br>PERFORMANCE PERIOD PRICE ELEMENTS |
|---|
| LISTED PRICE ELEMENTS |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

Performance Period Price includes the direct costs of all tasks required to maintain energy savings performance after Government acceptance of installed ECMs. Price elements on this schedule include such items as direct costs for labor or subcontractors to operate, maintain, and repair installed ECMs, measure and monitor ECM equipment or system for periodic performance verification, project management costs to provide service support and other related costs incurred during the performance period, e.g. taxes, insurance.

SCHEDULE IDIQ-VI

| ENERGY SAVINGS PERFORMANCE PERIOD (ESPP)<br>MARK-UP ELEMENTS |
|---|
| LISTED MARK-UP ELEMENTS |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

Mark-up includes all indirect cost elements such as overhead and general & administrative expenses, profit and other non direct cost elements or markups associated with tasks required to manage and maintain energy savings performance after Government acceptance of installed ECMs. The performance period mark-ups submitted in Schedule IDIQ-I will be applied to the performance period price for each ECM delivery order project.

DE-RP36-97GO10218

Attachment 3

CONTENTS


| Schedule No. | Title |
|---|---|
| DO-Ia | Proposed Estimated Annual Cost Savings and Contractor Payments |
| DO-Ib | Annual Cost Savings and Contractor Payments |
| DO-II | Estimated Investment for each Delivery Order Project ECM |
| DO-III | Proposed Performance Period Cash Flow for Each Delivery Order Project ECM |
| DO-IV | Buy Down/Buy Out for Accelerated Government Prepayment to Contractor |
| DO-V | ECM Descriptions and Projected Energy Savings Table |

Contractor Name _____

## SCHEDULE DO-IA

## PROPOSED ESTIMATED ANNUAL COST SAVINGS AND CONTRACTOR PAYMENTS

The Contractor shall complete the following statement:
If selected, the Contractor shall complete the installation of all proposed ECMs no later than _____ months after delilvery order award.

| Project Site: | Delivery Order No.: | |
|---|---|---|
| Year | (a)<br>Estimated Annual Cost Savings<br>S | (b)<br>Annual Contractor Payments<br>S |
| ONE | | |
| TWO | | |
| THREE | | |
| FOUR | | |
| FIVE | | |
| SIX | | |
| SEVEN | | |
| EIGHT | | |
| NINE | | |
| TEN | | |
| ELEVEN | | |
| TWELVE | | |
| THIRTEEN | | |
| FOURTEEN | | |
| FIFTEEN | | |
| TOTALS | | |

(a) The technical proposal should support this estimate of annual cost savings as "REASONABLE"
(b) This represents the delivery order price and should be supported by information submitted in Schedule DO-III.
(c) The contractor guarantees the annual cost savings achieved from its installed ECMs will exceed (by at least $1) the annual contractor payments in columns (b) above.

.tractor Name _____

## SCHEDULE DO-II

## ESTIMATED INVESTMENT FOR EACH DELIVERY ORDER PROJECT ECM

| Project Site: | Delivery Order No.: | | | | |
|---|---|---|---|---|---|
| | | Total Investment | | | Avg. Annual O&M and Repair (a) |
| ECM No. | Equipment Description - Title | Implementation Price | Mark-up | Investment | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | | |

(a) The sum of the Average Annual O&M and Repair for all proposed ECM's should equal the total of these categories shown for each year on Schedule DO-III divided by the years of the Performance Period.

The implementation price for each ECM shall include design, project management, labor, material, shipping, testing and startup involved to complete the installation of the ECM. This figure does not include any expenses incurred during the Energy Savings Performance Period (e.g. O&M of ECMs) of the delivery order. The Energy Savings Performance Period of the delivery order begins upon acceptance by the ›vernment, which indicates the ECMs are operational and comply with delivery order requirements. Total Implementation Price for ECMs is used to establish Payment and Performance Bond Requirements.

Contractor Name: _____

## SCHEDULE DO-Ib

## ANNUAL COST SAVINGS AND CONTRACTOR PAYMENTS

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

| Project Site: | Delivery Order No. | | |
|---|---|---|---|
| Year | (a) Detailed Energy Survey Annual Cost Savings $ | (b) Annual Contractor Payments $ | (c) Cancellation Ceiling $ |
| ONE | | | |
| TWO | | | |
| THREE | | | |
| FOUR | | | |
| FIVE | | | |
| SIX | | | |
| SEVEN | | | |
| EIGHT | | | |
| NINE | | | |
| TEN | | | |
| ELEVEN | | | |
| TWELVE | | | |
| THIRTEEN | | | |
| FOURTEEN | | | |
| FIFTEEN | | | |
| TOTALS | | | |

(a) The "DETAILED ENERGY SURVEY ANNUAL COST SAVINGS" is based on achieving annual cost savings per the site-specific M&V plan agreed to in the Delivery Order.

(b) This represents the delivery order price and should be supported by information submitted in Schedule DO-III. The contractor guarantees the annual cost savings achieved from its installed ECMs will exceed (by at least $1) the annual contractor payments in column (b) above.

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

Contractor Name _____

## SCHEDULE DO-III

PROPOSED CONTRACTOR PERFORMANCE PERIOD CASH FLOW
FOR EACH DELIVERY ORDER PROJECT ECM

| **Project Site:** | **Delivery Order No.** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Project Capitalization** | | | | | | | | | |
| Total Investment (DO-II Total) | | | | | | | | | |
| Financing Procurement Cost | | | | | | | | | |
| TOTAL CAPITAL REQUIRED | | | | | | | | | |
| | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | |
| Year | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| **Annual Cash Flow** | | | | | | | | | |
| Debt Service: | | | | | | | | | **Subtotals** |
| Interest | | | | | | | | | |
| Principal Repayment | | | | | | | | | |
| TOTAL DEBT SERVICE | | | | | | | | | |
| Performance Period Expenses: | | | | | | | | | |
| Management/Administration | | | | | | | | | |
| Operation | | | | | | | | | |
| Maintenance | | | | | | | | | |
| Repair and Replacement | | | | | | | | | |
| Measurement and Verification | | | | | | | | | |
| Permits and Licenses | | | | | | | | | |
| Insurance | | | | | | | | | |
| Property Taxes | | | | | | | | | |
| Other: | | | | | | | | | |
| SUBTOTAL PERFORMANCE PERIOD EXPENSES | | | | | | | | | |
| Performance Period Mark-up | | | | | | | | | |
| TOTAL SERVICE PHASE EXPENSES | | | | | | | | | |
| **Total Annual Contractor Payments** (Total Debt Service + Total Service Expenses) | | | | | | | | | |

Submit the following as applicable to above debt service:

Total Finance Charge: _____

Tbill/T-Note Reference: Term (years) _____ Issue Date _____ Interest Rate _____

Source: _____
(e.g. Wall Street Journal, Web Site)

**SCHEDULE DO-III** (page 2)

PROPOSED CONTRACTOR PERFORMANCE PERIOD CASH FLOW
FOR EACH DELIVERY ORDER PROJECT ECM

| **Project Site:** | **Delivery Order No.** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Project Capitalization** | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | |
| Year | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | |
| **Annual Cash Flow** | | | | | | | | | |
| Debt Service: | | | | | | | | | **Totals** |
| Interest | | | | | | | | | |
| Principal Repayment | | | | | | | | | |
| TOTAL DEBT SERVICE | | | | | | | | | |
| Performance Period Expenses: | | | | | | | | | |
| Management/Administration | | | | | | | | | |
| Operation | | | | | | | | | |
| Maintenance | | | | | | | | | |
| Repair and Replacement | | | | | | | | | |
| Measurement and Verification | | | | | | | | | |
| Permits and Licenses | | | | | | | | | |
| Insurance | | | | | | | | | |
| Property Taxes | | | | | | | | | |
| Other: | | | | | | | | | |
| SUBTOTAL PERFORMANCE PERIOD EXPENSES | | | | | | | | | |
| Performance Period Mark-up | | | | | | | | | |
| TOTAL SERVICE PHASE EXPENSES | | | | | | | | | |
| **Total Annual Contractor Payments** (Total Debt Service + Total Service Expenses) | | | | | | | | | |

Contractor Name _____

**SCHEDULE DO-IV**

**BUY DOWN / BUY OUT SCHEDULE**
**FOR ACCELERATED GOVERNMENT REPAYMENT TO CONTRACTOR**

| Project Site: | Delivery Order No. | | |
|---|---|---|---|
| **Time Period** | **(a) Outstanding Capital Investment ($)** | **(b) Annual Principle Payment ($)** | **(c) Annual Interest Payment ($)** |
| After Installation of ECMs | | | |
| After ECM Acceptance - End of Year One | | | |
| After ECM Acceptance - End of Year Two | | | |
| After ECM Acceptance - End of Year Three | | | |
| After ECM Acceptance - End of Year Four | | | |
| After ECM Acceptance - End of Year Five | | | |
| After ECM Acceptance - End of Year Six | | | |
| After ECM Acceptance - End of Year Seven | | | |
| After ECM Acceptance - End of Year Eight | | | |
| After ECM Acceptance - End of Year Nine | | | |
| After ECM Acceptance - End of Year Ten | | | |
| After ECM Acceptance - End of Year Eleven | | | |
| After ECM Acceptance - End of Year Twelve | | | |
| After ECM Acceptance - End of Year Thirteen | | | |
| After ECM Acceptance - End of Year Fourteen | | | |
| After ECM Acceptance - End of Year Fifteen | | | |

(a) Outstanding Capital Investment = Remaining Unamortized Capital Investment Loan Principle
(b) Annual Principle Payment - From Schedule DO-III
(c) Annual Interest Payment - From Schedule DO-III

Contractor Name _____

**SCHEDULE DO-V**

**ECM DESCRIPTIONS AND PROJECTED ENERGY SAVINGS TABLE**

| | | | Annual Savings | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ECM No. | C.2.1 Category | Description - Title | (kWh, therms, etc.) | (Equiv. Btu's) | Demand Reduction | Energy Dollar Savings | O&M or Other Savings | Total Savings | Simple ECM Payback |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Equiv Btu's - Use 1kWh = 3414 Btu

Annual Dollars Saved = Based on rate structure provided in solicitation or site data package and calculated energy and demand reductions

Simple Payback = Schedule DO-II Installation Price divided by Annual Dollars Saved

For ECM's with multiple energy type impacts show each impact on a separate line using the same ECM No.

Fuel switching impacts should be treated the same by showing both the energy use increase and decrease

## ANTICIPATED DELIVERY ORDER REPORTING REQUIREMENTS

### SCHEDULE OF DELIVERABLES FOR DELIVERY ORDERS

| Item | Description | Frequency | Due | Copies | Delivered to: |
|---|---|---|---|---|---|
| 001 | Certificate of Insurance | One time | 15 days after award of delivery order | 1 | Contracting Officer for delivery order |
| | Performance Bond | One time | 15 days after award of delivery order | 1 | Contracting Officer for delivery order |
| | Payment Bond | One time | 15 days after award of delivery order | 1 | Contracting Officer for delivery order |
| 002 | Work Schedule | Monthly | 10 days before work start | 2 | • Contracting Officer for delivery order (1 copy)<br>• Contracting Officer's authorized representative for delivery order (1 copy) |
| 003 | Work - Outside Normal Hours | Per occurrence | 5 days before work start | 3 | • Contracting Officer for delivery order (1 copy)<br>• Contracting Officer's authorized representative for delivery order (2 copies) |
| 004 | ECM Installation Plan | One time | Per delivery order and, again if additional ECMs are added through modification to the delivery order | 5 | • Contracting Officer for delivery order (3 copies)<br>• Contracting Officer's authorized representative for delivery order (2 copies) |
| 005 | ECM Installation Quality control Inspection Program | One time | With Item 005 above | 5 | • Contracting Officer for delivery order (3 copies)<br>• Contracting Officer's authorized representative for delivery order (2 copies) |
| 006 | Notification of Utility Interruption | Per occurrence | 20 working days prior to outage | 3 | • Contracting Officer for delivery order (1 copy)<br>• Contracting Officer's authorized representative for delivery order (2 copies) |
| 007 | O&M Manuals | One time | With training class | 6 | • Contracting Officer for delivery order (1 copy)<br>• Contracting Officer's authorized representative for delivery order (1 master for reproduction and 4 copies) |
| 008 | ECM Performance Verification | Per ECM | Upon ECM installation | 5 | • Contracting Officer for delivery order (3 copies)<br>• Contracting Officer's authorized representative for delivery order (2 copies) |
| 009 | As-built Drawings | Per ECM | 90 days after Government's acceptance | 3 | • Contracting Officer for delivery order (1 copy)<br>• Contracting Officer's authorized representative for delivery order (2 copies) |
| 010 | Annual Energy Audit for ECM Performance | Annually | 15 days after audit | 5 | • Contracting Officer for delivery order (3 copies)<br>• Contracting Officer's authorized representative for delivery order (2 copies) |

DE-RP36-97GO10218

Attachment 5

# STANDARD FORMS (SF) 25 AND 25A

# PAYMENT AND PERFORMANCE BONDS

| PERFORMANCE BOND<br>(See instructions on reverse) | DATE BOND EXECUTED (Must be same or later than date of contract) | FORM APPROVED OMB NO.<br>9000-0045 |
|---|---|---|

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

| PRINCIPAL (Legal name and business address) | TYPE OF ORGANIZATION ("X" one)<br>☐ INDIVIDUAL<br>☐ PARTNERSHIP<br>☐ JOINT VENTURE ☐ CORPORATION<br>STATE OF INCORPORATION |
|---|---|
| SURETY(IES) (Name(s) and business address(es)) | PENAL SUM OF BOND<br>MILLIONS($) THOUSANDS($) HUNDREDS($) CENTS |
| | CONTRACT DATE / CONTRACT NO. |

OBLIGATION:
We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.
CONDITIONS:
The principal has entered into the contract identified above.
THEREFORE:
The above obligation is void if the Principal -
(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.
(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.
WITNESS:
The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

| PRINCIPAL | | | | |
|---|---|---|---|---|
| SIGNATURE(S) | 1. (Seal) | 2. (Seal) | 3. (Seal) | Corporate Seal |
| NAME(S) & TITLES(S) (Typed) | 1 | 2 | 3 | |

| INDIVIDUAL SURETY(IES) | | |
|---|---|---|
| SIGNATURE(S) | 1. (Seal) | 2. |
| NAME(S) (Typed) | 1 | 2 |

| CORPORATE SURETY(IES) | | | | | |
|---|---|---|---|---|---|
| SURETY A | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT $ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |



CORPORATE SURETY(IES) (Continued)

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

| BOND PREMIUM | RATE PER THOUSAND $ | TOTAL $ |
|---|---|---|
| | | |

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

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

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

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

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

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



| PAYMENT BOND (See instructions on reverse) | DATE BOND EXECUTED (Must be same or later than date of contract) | FORM APPROVED OMB NO. 9000-0045 |
|---|---|---|

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

SURETY B

| PRINCIPAL (Legal name and business address) | TYPE OF ORGANIZATION ("X" one)<br>☐ INDIVIDUAL<br>☐ PARTNERSHIP<br>☐ JOINT VENTURE ☐ CORPORATION<br>STATE OF INCORPORATION |
|---|---|
| SURETY(IES) (Name(s) and business address(es)) | PENAL SUM OF BOND<br>MILLIONS($) THOUSANDS($) HUNDREDS($) CENTS<br>CONTRACT DATE / CONTRACT NO. |

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

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

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

| PRINCIPAL | | | | |
|---|---|---|---|---|
| SIGNATURE(S) | 1. (Seal) | 2. (Seal) | 3. (Seal) | Corporate Seal |
| NAME(S) & TITLES(S) (Typed) | 1 | 2 | 3 | |

| INDIVIDUAL SURETY(IES) | | |
|---|---|---|
| SIGNATURE(S) | 1. (Seal) | 2. (Seal) |
| NAME(S) (Typed) | 1 | 2 |

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

SURETY A



| CORPORATE SURETY(IES) (Continued) | | | | |
|---|---|---|---|---|
| NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT $ | |

Corporate

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

## INSTRUCTIONS

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

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

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

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

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

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

DE-RP36-97GO10218
Attachment 6

**DOE FEMP**
**DELIVERY ORDER EVALUATION GUIDANCE**

**PURPOSE:** To provide guidance to Federal agency Contracting Officers and acquisition teams in order to assist them in making the decisions necessary to follow the procedures set forth in Sections H.24 of the RFP relative to selection among multiple awardee IDIQ contractors for a specific delivery order project.

**BACKGROUND:** Any agency may use the Central/Midwest Regional Super ESPC contracts to acquire energy services for their Federal facilities pursuant to the procedures provided in Sections H.23 through H.29 of the IDIQ contracts, and particularly those at Section H.24. ESCO services may be acquired based on "Government-Identified Projects" or "Contractor (ESCO)-Identified Projects." The guidelines provided here are applicable to the paths to selection of an ESCO whether a potential energy project is "Government-Identified" or "Contractor-Identified."

**OBJECTIVE:** The guidance, which will be continually updated as experience with issuance and administration of delivery orders against the SUPER ESPC IDIQ contracts 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 complexity, estimated cost, etc. of the specific proposed projects. It clearly encourages that agency Contracting Officers streamline and reduce the transaction time and efforts to competitively select among the multiple awardee IDIQ contractors for specific delivery order projects, by employing only the minimum requirements for evaluation and selection that are appropriate for the specific project.

The recommendations establishing proposal requirements and related evaluation criteria reflect the wide spectrum of potential energy projects and are generally based on:

- the complexity of the project such as the number of technologies sought; and
- the scope of work contemplated in the initial and potential follow-on delivery orders.

Three energy project examples are used to illustrate this spectrum of energy project opportunities, and to provide guidance for selection of appropriate proposal requirements and proposal evaluation criteria. In addition, templates are provided for each of three project examples, to guide preparation of sections H.25 and H.26 of the Delivery Order RFP.

PROJECT EXAMPLE NO. 1:

The agency seeks to use a delivery order only for a representative sample of buildings and energy technologies:

Assumptions:

- Agency can provide ESCOs the facility operations data on representative buildings (e.g. lighting fixture type, quantity and estimated annual operating hours, HVAC equipment schedules, occupied hours, occupancy)
- Agency has utility rate schedules
- Agency can provide access to electrical and mechanical systems and equipment during scheduled ESCO site visits.
- **Agency plans to pursue logical follow-on delivery orders based ESCO performance on first delivery order for rest of buildings on federal installation**

General Recommended Approach:

- Limit the amount of written technical proposal information to 50 pages or 5 pages per ECM whichever is higher, plus ECM summary tables and energy savings spreadsheet(s) (if required).

**Template for Project Example No. 1** is H.25 and H.26 of the IDIQ contract.

PROJECT EXAMPLE NO. 2:

The agency seeks to use a delivery order for lighting and HVAC system retrofits in one building only , with estimated annual energy savings greater than $25,000.

Assumptions:

- Agency can provide ESCOs the lighting fixture type, quantity and estimated annual number of hours lighting fixtures are on.
- Agency can provide information on occupied hours, occupancy, and access to mechanical systems and equipment during scheduled ESCO site visits.
- **Agency plans to pursue logical follow-on delivery on similar complexity to project required for proposal.**

General Recommended Approach:

- Limit the amount of written technical proposal information to 10 pages plus ECM summary tables and energy savings spreadsheet(s) (if required) and conduct oral presentations on additional technical approach elements.

Template for Project Example No. 2:

## H.25 REQUIREMENTS FOR PROPOSAL CONTENTS FOR DELIVERY ORDERS

The Government shall award a fixed price delivery order as a result of this DO RFP solicitation. Proposals shall be submitted initially on the most favorable terms from a price and technical standpoint ("best value"), and in accordance with the following requirements.

Each offeror must (1) submit an offer; (2) submit written information that pertains to description of the ECM's and projected energy savings, energy baseline and energy performance measurement, and its organization to perform the delivery order; and (3) make an oral presentation to demonstrate its understanding of the Government's requirements. When evaluating an offeror's capability to perform the prospective delivery order, the Government will consider how well the offeror complied with these instructions.

### H.25.1 OFFER

The completion and submission to the Government of the following items will constitute an offer and will indicate the offeror's unconditional assent to the terms and conditions in this DO RFP, and its Attachments, as well as the IDIQ contract. Any objection to any of the terms and conditions of this DO RFP or the IDIQ contract will constitute a deficiency (see FAR 15.601), which will make the offer unacceptable. An offeror may correct a deficiency only through discussions (see FAR 15.610). As the Government intends to award a delivery order without discussions, offerors are cautioned to consult with the Contracting Officer before submitting an offer that takes exception to any term or condition of the DO RFP. However, the Government reserves the right to conduct discussions and to permit offerors to revise their offers/proposals.

The following items shall be submitted in writing, and constitute the offer: