AMENDMENT OF SOLICITATION/MODIF \TION OF CONTRACT	1. CONTRACT ID C'	PAGES OF PAGES 1 2

2. AMENDMENT/MODIFICATION	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
003	SEE BLOCK 16C		

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contacts Division, AD-424
Attn: Angela Hart
P. O. Box 2001
Oak Ridge, TN 37831-8759

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NO. DE-RP05-97OR22586
	9B. DATED *(SEE ITEM 11)* May 16, 1997
	10A. MODIFICATION OF CONTRACT/ORDER
	10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

X The above numbered sonication is amended as set forth in Item 14. The hour and date specified for receipt of offers ____ is extended. X is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See attached pages for a complete description of this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Sylvia G. Galde Contracting Officer Sylvia G. Galde	
15B CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (original signed by Sylvia G. Galde) *(Signature of Contracting Officer)*	16C. DATE SIGNED 8-12-97

The Government has determined that it will evaluate the proposals submitted under this RFP without considering Schedule H-6 and the prepayment penalty shown in Schedule H-3. Therefore, we are issuing this amendment and request that each offeror notify Angela Hart by August 19, 1997, at e-mail address "Hartap@oro.doe.gov" whether or not this amendment will result in a change to the previously submitted proposal. If a revised proposal is needed, it should also be submitted by August 19, 1997. Submission of only the pages which require changes is acceptable. This action will not be considered "discussions" under the RFP.

The purpose of this amendment is to (1) delete the provisions for the Government to fully or partially prepay the debt principal from this RFP, and (2) to substitute FAR Clause 52.225-15 in the place of FAR Clause 52.225-5.

Therefore the solicitation is amended as follows:

(1) Delete Section G. 7 ACCELERATED REPAYMENT PROVISIONS, in its entirety.

(2) Delete from Section H.14. II under the instructions for completion of Schedule H-3, the next to the last paragraph in its entirety beginning "In accordance with Section G.7 the Government reserves the right to pre-pay...".

(3) Delete from Schedule H-3, the line "penalty if debt retired at yearend ($)".

(4) Delete from Section H.14, the instruction for completion of Schedule H-6 and Schedule H-6 in its entirety.

(5) Delete from Section L.29.2.2, Schedule 3, the next to the last paragraph in its entirety which begins "The Government reserves the right to pre-pay..."

(6) In Section I.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, under the section for clauses applicable to the construction phase(s) of the contract and delivery orders, 52.225-5 BUY AMERICAN ACT - CONSTRUCTION MATERIAls (MAY 1992) is deleted and 52.225-15 BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT, is substituted therefore.

AMENDMENT OF SOLICITATION/MODIF .TION OF CONTRACT	1. CONTRACT ID C	PAGES OF PAGES 1 2

2. AMENDMENT/MODIFICATION 002	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contacts Division, AD-424
Attn: Angela Hart
P. O. Box 2001
Oak Ridge, TN 37831-8759

7. ADMINISTERED BY *(If other than Item 6)* CODE

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CODE FACILITY CODE

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	9B. DATED *(SEE ITEM 11)* May 16, 1997
	10A. MODIFICATION OF CONTRACT/ORDER
	10B. DATED *(SEE ITEM 13)*

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12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

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See attached pages for a complete description of this amendment.

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15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Sylvia G. Galde Contracting Officer	
15B CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Sylvia G. Galde *(Signature of Contracting Officer)*	16C. DATE SIGNED July 9, 1997

The purpose of this amendment is to (1) revise Section M.1 a), (2) revise Section M.2A6., and (3) revise Section M.2C4.

Therefore the solicitation is amended as follows:

1. Paragraph M.1. General (July 1991) is deleted and the following is substituted therefore:

M.1 GENERAL (JULY 1991)

a) Proposals will be evaluated in accordance with applicable DOE acquisition policies and procedures. Evaluation will be performed to determine: the offeror's experience, capability, and management approach for completing the regional work and, through the site-specific proposals, the offeror's demonstrated ability to generate desired results such as energy cost savings and infrastructure capital renewal as specified in the RFP.

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

2. Paragraph M.2A.6. Criterion 6 - Site Management Approach is deleted and the following is substituted therefore:

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 delivery orders for site-specific EMSs is well suited and addresses all key elements to ensure successful project implementation and maintenance of project performance; offeror's organizational structure is adequate to provide required operation and maintenance of installed ECMs as proposed, whether operation and maintenance is done by the contractor, the Government (and/or the Government's Management and Operating (M&O) Contractor), or shared; offeror's training plan is appropriate and suitable for the proposed level of Government O&M responsibility.

3. Paragraph M.2C.4. is deleted and the following is substituted therefore:

4. The price proposal will not be point scored.

AMENDMENT OF SOLICITATION/MODI ATION OF CONTRACT	1. CONTRACT ID (:	PAGES OF PAGES 1 18

2. AMENDMENT/MODIFICATION 001	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contacts Division, AD-424
Attn: Angela Hart
P. O. Box 2001
Oak Ridge, TN 37831-8759

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)	9A. AMENDMENT OF SOLICITATION NO. DE-RP05-97OR22586
	9B. DATED *(SEE ITEM 11)* May 16, 1997
	10A. MODIFICATION OF CONTRACT/ORDER
	10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

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15B CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Sylvia G. Galde *(Signature of Contracting Officer)*	16C. DATE SIGNED June 20, 1997

RFP No. DE-RP05-97OR22586
Amendment No. 001

The purpose of this amendment is to (A) extend the proposal due date to July 15, 1997, (B) provide questions received from prospective offerors and DOE's answers, and (C) provide a list of attendees at the site walkthroughs at U.S. Coast Guard Support Center and NASA Kennedy Space Center on June 10 and 11, 1997.

(A) The time which proposals are due is extended to 4:00 p.m. July 15, 1997.

(B) The following are the questions received from potential offerors and DOE's response:

1. For both sites, please provide copies of daily logs recording operation of chillers, cooling towers and boilers.

   Answer: Daily operational logs for the above referenced mechanical equipment are not available. Utilize reference data in the site data packages. Clearly state any assumptions that must be made.

2. For both sites, what energy conservation measures have been accomplished? Power factor correction? Chilled water system optimization? Boiler plant optimization?

   Answer: The site data packages describe conditions as they currently exist at each site. Information regarding previously implemented energy conservation measures has been incorporated into these site descriptions.

3. For both sites, are there recent testing and balancing reports? Are copies available?

   Answer: Testing and balance reports for the buildings cited in the U.S. Coast Guard site data package are not available. Regarding Kennedy Space Center (KSC), Attachment 14 of the SDP provides a recent (3/95) test and balance report for the Operations & Checkout Building (M7-355). No other test and balance reports for KSC are available.

4. For both sites, please provide control sequence of operation data on HVAC systems.

   Answer: Regarding USCG, no sequence of operation data is provided in the SDP. However, a general description of the HVAC control systems is provided for each building where HVAC is required to be addressed. Regarding KSC, sequence of operation data for the HVAC systems located in the ARF facility are contained within Attachment 19 of the site data package. No sequence of operation data is available for the O&C building. However, a general description of the O&C HVAC control systems can be found in Attachment 7, Section 2.2.8, of the site data package. Further, specific information regarding the O&C HVAC systems that are connected to the central energy management control system can be found in Attachment 13 of the site data package. Since HVAC is not a required technology category at VAB, no sequence of operation information is provided. Clearly state any assumptions that must be made.

5. At Coast Guard in Building 4 the library indicates air handling units are cooling only, but a schedule shows a heating coil. Is the coil used? What is the means of static pressure control on VAV units? What type of terminals are employed?

Answer: The three air handling units in Building 4 do have hot water coils. These units are specified as cooling only in the site data package, which is incorrect. During the winter, hot water is provided to these coils to condition fresh air prior to introduction into the occupied space. Space heating is accomplished by wall-mounted hot water radiators throughout the building, which do not have fresh air capabilities. Static pressure in the distribution ducts varies depending on terminal damper positioning. No variable speed fans or inlet vanes are utilized. Terminals are controlled by pneumatic thermostats in individual rooms/areas.

6. At Coast Guard in Building 6 do the exhaust fans run continuously? What HP?

   Answer: As originally designed, the exhaust fans were intended to run continuously on low speed and then on high speed when welding or painting operations were in progress. Personnel now indicate that they are switched on and off manually as needed, and operate only at high speed. According to USCG, their use is very limited; and thus, they are not described in the site data package.

7. At Coast Guard in Building 55 are the economizer packages operational?

   Answer: For this solicitation, assume all HVAC systems supporting the office, shop, auditorium, and berthing areas have outdoor air capability, but do not have economizers.

8. Please distribute a list of attendees for both site visits.

   Answer: The list of attendees at the USCG and NASA site tours is appended at the end of the questions and answers.

9. Are there any limits to the specific ECMs that may be proposed within each of the technology categories? Are offerors restricted to only those required categories listed in the tables? (KSC, pg 2A-3; USCG, Wrkbk pg 3)

   Answer: Offerors are restricted to the required technology categories by building at each site. However there are no limits to the specific ECMs that may be proposed within each technology category. For example: In USCG Building 55, per Workbook Table 2, cost-effective ECMs, if they exist, should only be proposed for three technology categories (boilers, lighting, and electric motors). Any number of individual ECMs for each may be proposed. As stated in clause M.2.C "The Government recognizes that offeror prices are likely not directly comparable because offerors are required to address specific technology categories in specific buildings at each site, and will likely propose different ECMs while addressing those requirements. Indeed the Government desires that offerors demonstrate their capabilities in their responses to the two projects by including creative solutions in their proposals, or determining that cost-effective ECMs do not exist for some requirements, where appropriate."

10. Please clarify if offerors are to include measures in the central heating and cooling plants at KSC (based on the wording on page 12, Sect 3.1.2), even though these buildings are not specifically included in the RFP package.

    Answer: As indicated in Table 2A, page 2A-1 of the KSC SDP workbook, electric peak shaving is a required technology category for Buildings M7-355 and L6-147. The specific section referenced in the question above (Section 3.1.2) is included to better provide a total system description for the heating and cooling plants that serve Building M7-355. Information pertaining to the cooling and heating plants located in Building L6-147 is provided in Section 4.2.6.

11. The electrical one-line diagram for Bldg 4 (USCG) was included in the site data package. None was included however for Bldgs 8, 63, 75, 79 & 87, yet these were also to have the electrical distribution systems considered. Can these one-line diagrams be provided?

    Answer: The electrical one-line diagrams for the other buildings at USCG were not available. However please note that Table 2A of the USCG SDP workbook is in error. All buildings where electrical distribution is indicated as a required technology category should instead have electric peak shaving as the requirement. See also the answer to question #26.

12. Section L-9, page L-5 specifies labeling requirements for mailed and hand carried proposals. Is there any different requirement for proposals sent via delivery services or courier?

    Answer: No.

13. Is there anything specific about building 63 (USCG) that leads to the request for "renewable" energy sources?

    Answer: Yes, the presence of roof penetrations that were formerly used for skylights.

14. Please describe the typical occupancy assignments for the residential rooms in Bldg 61 (USCG), especially regarding duration of stay & type of personnel.

    Answer: Occupancy is around 95% all year and consists of single USCG enlisted personnel, about 75% of which are men. . The building was vacant during the tour for renovation purposes.

15. Is there any requirement for steam in the kitchen of Bldg 61 (USCG), or is the only use of steam to generate DHW?

Answer: Steam in Building 61 is used to generate DHW for the kitchen, support 5 steam kettles during cooking, and support a steam-based dishwashing system.

16. What conditions are maintained for the pool area and pool water in Bldg 33 (USCG)?

    Answer: Space condition and pool water set points are unknown; however, there is a conditioned space humidity controller used in the pool area.

17. Please confirm that the table on page 5A-69 (KSC) contains the energy cost data that is to be used, as opposed to that presented in Attachment 3.

    Answer: Page 5A-69 does not exist. Energy dollar cost calculations should be based on information provided in Table 5A, page 5A-1, and Attachment 28 (actual utility rate schedules).

18. Volume II, Part 1, Criterion 2, Item 4: "M&V and Performance Period Model Approach" requires descriptions of how the offeror's team will accomplish Items 3c through 3f on the two site specific projects. Part 1 is a description of "Regional Contract Capabilities." We request that these "Site Specific" descriptions be deleted from Part I as they are already addressed and called for in Part II "Technical Approach for Site-Specific Projects."

Answer: Clause L.28.1, Criterion 2 of the RFP is hereby modified as follows. Delete Item 4 "M&V and Performance Period Model Approach" in its entirety. The technical evaluation criteria for Criterion 2, indicated in italics in L.28.1 under Criterion 2 and again in M.2.A.2 under Criterion 2, remain the same.

19. Volume II, Part II, Criterion 5: A Measurement & Verification Plan (M&V) is required for each project site. This type of plan by its inherent nature, requires us to provide M&V descriptions for each ECM. Will M&V descriptions be included in the 5-page maximum for each ECM or in the 25 page maximum excluding individual ECMs?

    Answer: Yes, the M&V plan and descriptions are to be included within the 25 page per site and 5 page per ECM maximums. Offerors decide the allocation of M&V material between the 25 page site response and the 5 page per ECM responses. Note that offerors are allowed 5 pages per ECM, not per technology category. Offerors may propose multiple ECMs within a technology category.

20. The SDP Figures and Drawings as supplied by Kinko's (Knoxville, TN) per instructions contained within the RFP were reduced and do not present an accurate scale. Important dimensional data is also illegible. This data is instrumental in developing lighting ECMs on both sites. It may be very difficult to make sound assumptions and provide reasonable corresponding projected energy savings for potentially significant ECMs. Please provide drawings to scale or a DOE point of contact to provide dimensional data responses. In particular, please provide fixture mounting heights for lighting and ceiling heights.

    Answer: Scale drawings were not provided because the cost to offerors for SDPs would have been prohibitive. DOE believes the reduced drawings are sufficient for this acquisition. The requested lighting height information is provided below.

    USCG E. City - Fixture Mounting Height and Ceiling Height Data

Building	Area	Lighting height (ft)	Ceiling height (ft)
4	Office	8	8
4	Classroom	10	10
6	Shops	8	8
6	Hangar	14	16
8	Office	8	8
8	Classroom	10	10
33	Pool	11	10-18
33	Locker rooms	9	9
35	Office	8	8
35	Officers club	7	8
55	Offices	8	8
55	Hangar	30, 35, 40	35-45 (cathedral)
61	Barracks	8	8
61	Cafeteria	14	14
63	Warehouse	14	18
63	Avionics repair	7.5	7.5
63	Office/computer	9	9
75	Shops/office	9	9

75	Hangar	32	34-46 (arch)
79	Shops/office	9	9
79	Hangar	32	34-46 (arch)
87	Hangar(south)	26	26
87	Hangar(north)	26	30-50 (cathedral)
87	Office	8	8

NASA KSC General--Most lighting is at the ceiling level, particularly in offices and hallways. The Service and Chiller buildings have pitched roofs and the average ceiling heights are given in the table below. The Manufacturing Building is made up of several types of production, shop and storage areas as well as office areas with dropped ceilings. The ceiling heights of these areas are given in the table below. For the purpose of this solicitation, assume lighting is at the ceiling level. See the SDP Workbook for further lighting details.

NASA KSC - Fixture Mounting Height and Ceiling Height Data

Building	Area	Lighting height (ft)	Ceiling height (ft)
M7-355 O&C	Offices & Hallways	9	9
M7-355 O&C	Cafeteria	20	20
M7-355 O&C	Mission Briefing Room	20	20
L6-146 Engin & Admin	Office	9	9
L6-247 Manufacturing	1st Floors	10	10
L6-247 Manufacturing	Mezzanine	9	9
L6-247 Manufacturing	1st & Mezz Mech/Elec Rms	13.5	13.5
L6-247 Manufacturing	2nd Floors	9	9
L6-247 Manufacturing	High Bay	54	54
L6-247 Manufacturing	TPS, Cure Prep	26	26
L6-247 Manufacturing	Cure Ovens	20	20
L6-247 Manufacturing	Ordinance Shop	41	41
L6-247 Manufacturing	Structures Repair	41	41
L6-247 Manufacturing	Logistics	28	28
L6-247 Manufacturing	Cell Areas	29	29
L6-247 Manufacturing	Skirt Assy Bays	28	28
L6-248 Service Bldg	Service & Storage	13	13
L6-248 Service Bldg	Hydraulic Shop	10	10
L6-241 Test Bldg	1st Floor & Hydraulic Rm	10	10
L6-241 Test Bldg	2nd Floor	9.5	9.5
L6-241 Test Bldg	Test Cells	30	30
L6-241 Test Bldg	Holding Pond	14	14
TR-186 Modular Office	Office	9	9
L6-147 Chiller	Pump and Boiler Rms	18	18
L6-147 Chiller	Mechanical Room	12	12
K6-848 Vehicle Assembly	Offices	9	9

21. There seems to be some discrepancies between the hardcopy data provided in the site data packages and the electronic spreadsheets mailed from Kinko's. For example, the USCG data for building 61, shown on page 18, specifies boiler 1 energy consumption of 2800kBTU while the electronic spreadsheet specifies 8400kBTU. This situation exists for all boilers in building 61. It is our assumption that the electronic data should be considered valid for all discrepancies. Is this a valid assumption?

    Answer: Data in the hardcopy version of the USCG SDP workbook should match that in the electronic version. Thus, one does not take precedence over the other. The correct peak loads for the boilers in Building 61 are as follows: boiler 1 is 2888 kBtu/hr, boiler 2 is 1063 kBtu/hr, boiler 3 is 2800 kBtu/hr, and boiler 4 is 2800 kBtu/hr.

22. Page 19 of the NASA Site Data Package clearly states that the hot water pumps in the O&C building are only used 6 months per year. Table 4M, page 4M-1 shows 8760 operating hours for the hot water pumps which equates to a full year of operation. Please clarify the correct number of operating hours for these pumps?

    Answer: The operating hours for hot water pumps serving the O&C building should be based on the values presented in the SDP workbook, page 4M-1.

23. RFP section L.28b, page L-13 states the following: "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." If the 5 page maximum applies to the technology category only, it seems that the limit would be too restrictive in terms of meeting the RFP requirements (Criterion 4, pg L-18). This is especially true within certain categories that have a larger potential ECM measures list (for example: Heating, Ventilating, and Air Conditioning listed in the RFP para C.2.1, #4, page C-1). Please clarify if the 5 page maximum applies to each ECM measure within each of the technology categories by building as specified in the site data packages.

    Answer: Offerors are allowed 5 pages per ECM, not per technology category. Offerors may propose multiple ECMs within a technology category.

24. It is our understanding from the RFP that the Government is only interested in proposed ECM measures (for each Site-Specific Plan) that conform to the required technology categories as identified in each Table 2A, of the Site Data Packages. Therefore, it is our understanding that the Site-Specific Plans should not include any proposed ECM measures that do not fall within the required technology categories. However, within Section 2.0, Facility: Energy Conservation Measures of both Site Data Packages provided, there is a statement as follows: "The minimum required technology categories that should be addressed for each building are summarized in this table." (i.e., Table 2A) The use of the word "minimum" suggests that the Government would be receptive to additional required technology categories not required. Within the context of this proposal submittal, is the Government interested in receiving ECMs for other than required technology categories?

    Answer: Within the context of this regional competitive acquisition leading to regional IDIQ contract awards, DOE will only consider ECMs that conform to the required technology categories as identified in each Table 2A, of the Site Data Packages. The sentence in Section 2.0, Facility: Energy Conservation Measures of both Site Data Packages should read "The required technology categories that shall be addressed for each building are summarized in Table 2A."

25. Performance requirements on Electronic ballast (section C-5) shall not exceed 15% THD limits many electronic ballast products that could provide additional energy savings at reduced cost. We are requesting a performance specification change to "Total Harmonic Distortion of electronic ballast used in fluorescent fixture retrofits shall not exceed 20%".

    Answer: DOE grants the request, however C.5 is not the correct clause. Clause C.3.2.2.b, item 2 is hereby modified to read "Total Harmonic Distortion of electronic ballasts used in fluorescent fixture retrofits shall not exceed 20%.".

26. On page 6 of the text for the U.S. Coast Guard, it is stated that ". . . proposed methods for demand limiting, shifting, or other demand cost reduction strategies are encouraged." However, the column for electrical distribution rather than peak shaving has been checked off for various buildings on Table 2 - Technology Categories. We also note that a new electrical substation has already been installed by the facility (page 21 of the text). Since the peak shaving and electrical distribution columns are adjacent to each other, is it possible that this is a typographical error and that the peak shaving column should be checked off instead? Is the facility interested in peak shaving rather than further distribution upgrade?

    Answer: Yes, Table 2A of the USCG SDP workbook is in error. All buildings where electrical distribution is indicated as a required technology category should instead have electric peak shaving as the requirement. The "X's" under the electrical distribution column should have been under the peak shaving column.

27. Are there any emergency generators at the Coast Guard, and, if so, what are the sizes and locations of these generators?

    Answer: There are emergency generators at USCG. The available data on them are provided below:

Generator located in building	Supports building(s)	kW	KVA	Volts	Amps	Transfer Switch amps
13	2-Main gate, 128 - Medical	60	75	208/120	208	225
366	366-Fuel Farm	100	125	225/450	320/160	400
48	48-Fire station	15	15	208/120	22.5	80
49	49-Control tower	225	281	208/120	781	600
49	51-Runway	225	281	208/120	781	
55	55-Hangar	150		480	226	400
61	61-Barracks	50	63	208/120	175	225
91	91-Boiler house	30	37.5	208/120	104	100
19	Portable Unit	40	50	120/208/480	60/139/60	
19	Portable Unit	40	50	120/208/480	60/139/60	

28. Are there any emergency generators at the Kennedy Space Center, and, if so, what are the sizes and locations of these generators.

Answer: Present use of the emergency generators at KSC is limited to that of providing emergency power only and therefore cannot be incorporated into an energy conservation measure.

29. For the US Coast Guard site, please provide information about how the supply fan and return fan volumes are controlled for each variable air volume system (i.e., inlet guide vanes, discharge dampers, variable speed drives, etc.) Please specify the centrifugal fan types as well (i.e., forward curved blades, radially inclined, backward inclines blades, etc.)

    Answer: Supply and return fan volumes on VAV systems are controlled by discharge dampers. The exact design of centrifugal fan types are uncertain. Buildings 4, 6, 8, 33, 35, 55, 61, 63, and 87 use package air handlers which are thought to use squirrel-cage type centrifugal fans with small, forward curved blades for high flows at low pressure. Buildings 75 and 79 (the large hangar buildings) use large centrifugal fans to blow air under the concrete slabs of the hangar areas. Because of their large diameter (the one fan housing observed on the tour appeared to be approximately 6 feet in diameter), these fans are thought to use larger-diameter centrifugal fans with long-radius blades. Blade curvature for these fans is unknown.

30. Please provide a summary of the energy audit recommendations for the US Coast Guard site.

    Answer: Offerors are expected to propose ECMs based on the site data package.

31. Which volume of our response should contain schedule H-6? We found this schedule in the library of files, but could not locate corresponding instructions.

    Answer: As stated at clause L.29.2.1 offerors need only complete Schedules H-1 through H-4 for each site (USCG and KSC). For USCG and KSC, Schedules H-5 and H-6 only apply to offerors selected for regional IDIQ contract awards AND selected for the USCG or KSC Delivery Order award. As stated at clause H.14, II. Format for Price Proposal, "The selected offeror ONLY shall also be required to prepare and submit Schedules H-5 and H-6, and revised Schedules H-2 through H-4, as part of their preaward requirements." Preaward requirements are defined at clause H.18.

32. With reference to O&C air handler replacement as described in TEXT FILE, Attachment 7 PCN 96854. Is this project under way and scheduled for replacement of 17 air handlers in A&E section between 1999 and 2002? Are pneumatic controls being replaced with digital?

    Answer: In KSC's most recent budget, the multiphase project is scheduled for design in 1999 and implementation in 2001. The recommendation in Attachment 7, PCN 96854, called for the replacement of air handler component pieces (as required), cleaning of ductwork, registers, grilles, etc. Additionally, it was recommended that air handler controls be replaced with DDC systems.

33. At Coast Guard Building 61, do the overhead fan-coil units in the barracks rooms have three-way valves?

    Answer: Yes.

34. At Coast Guard Building 55, were the eight, large, hot-water-based, fan-coil units mounted overhead in the hangars really for washing aircraft?

    Answer: No, these units were incorrectly identified as being associated with aircraft washing systems

during some of the site tours. These fan coil units are actually used for space heating in the hangars.

35. Are there any small disadvantaged business goals on these projects?

    Answer: No. However, the selected contractors for the delivery orders will submit a subcontracting plan which will contain the contractor's goals which will be reviewed by DOE.

(C)

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Date: May 16, 1997

To: Prospective Offerors

SUBJECT: Request for Proposals (RFP) No. DE-RP05-97OR22586
Energy Savings Performance Contract for U.S. Southeast Region

You are invited to submit a proposal to the United States Department of Energy (DOE) to provide energy savings services for the U.S. Southeast Region. This cover letter is a summary of the salient elements of the acquisition. However, this cover letter is not an integral part of the RFP; and in the event of any inconsistency between this letter and the enclosed RFP, the RFP data shall govern. In addition, you are cautioned that the only person you may contact prior to contract award is the designated DOE point of contact listed in Part IV - Section L, Provision L.4 of the RFP.

Period of Performance

The contract period of performance will be for a base term of twenty-five (25) years with an initial ordering period ending April 9, 2000, (See Clause B.5).

Contract Type Contemplated

It is intended that the contract will be a fixed price indefinite delivery/indefinite quantity contract for energy savings services pursuant to the terms and conditions of the RFP. Sections A through J (Attachment A-C) of this RFP represent the contract and will be the basis for the contractual relationship between DOE and the solicited offerors. More specifically, Clauses H.12, H.13, H.14 and H.15 prescribe the procedures that will be used in implementing, evaluating, selecting and awarding each delivery order. Each of these provisions, and the remaining provisions of the RFP should be examined carefully before submitting proposals. It is suggested that interested parties become familiar with applicable FASA provisions prior to examining the provisions of the RFP (ref: Public Law 103-355, sections 303H, 303I, 303J, and 303K). Blank areas, indicated by "****" appearing throughout the RFP will be completed at time of award.

Government Furnished Property

It is anticipated that the contractor's principal place of performance will be the contractor's facilities to be named within the offeror's proposal.

The Government does not anticipate furnishing Government Property or Facilities for performance. However, federal agency sites may make property and facilities available for implementation of their delivery order projects (e.g., equipment purchased by the Government but not yet installed, staging areas, areas for temporary site offices, etc.).

Set-Aside Information

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

Site Data Packages

Instructions for obtaining copies of the site data packages with site-specific information are set forth in Part IV, provision L.21.

Proposal Preparation Instructions

Proposal Preparation Instructions are set forth in Part IV - Section L.

Proposal Evaluation

Proposal Evaluation shall be in accordance with the criteria set forth in Part IV - Section M.

Proposal Due Date, Time and Place Designated for Receipt

Proposal due date, time and place designated for receipt of proposals and external marking instructions are set forth in Part IV - Section L, provision L.9.

Award on Initial Offers

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

Ordering Period Limitation

Offerors should take note of the ordering period limitation clause in Section H that states that the ordering period may end at the end of the five year legal authority that commenced with the issuance of the regulation on Energy Savings Performance Contracting on April 10, 1995. The Government intends to modify the contract to extend the ordering period specified in Clause B.5, "Ordering" at a future date.

DOE Point of Contact

Any questions must be submitted in writing via: an e-mail message to Hartap@oro.doe.gov or fax to (423) 241-2549 or mail to Angela P. Hart to arrive in accordance with Clause L.39, "Questions Concerning the Solicitation". Each question should clearly specify the solicitation area (Attachment number, page, etc.) to which it refers. Please reference on e-mail and faxes, or mark the outside of the mailed envelope "**SOLICITATION QUESTIONS - SOLICITATION NO. DE-RP05-97OR22586**" to expedite handling.

Your interest in the Department's solicitation is appreciated. Should you need any further assistance please contact Angela Hart at (423) 576-0999.

Sincerely,

Sylvia G. Galde
Contracting Officer

Attachment: Super ESPC Summary

SUPER ESPC SUMMARY

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

The purpose of this solicitation is to select several energy service companies to provide energy retrofits in federally owned facilities under the format of an energy savings performance contract. The Federal agencies may choose to place delivery orders for their Government facilities located in the region under the indefinite quantity contract(s). Federal agencies choosing to place delivery orders under the awarded indefinite quantity contracts will enter into a memorandum of understanding with the Department of Energy (DOE). DOE may authorize a Federal agency to place delivery orders or may place the delivery order on behalf of the Federal agency as agreed in the memorandum of understanding. If a Federal agency is designated as an authorized contract officer for placing delivery orders, the indefinite quantity contract(s) will be modified to indicate such designation.

The Super ESPC Solicitation has been limited to a total award for all delivery orders against all indefinite quantity contracts to not exceed $750,000,000. Each delivery order award value is calculated as the sum of payments to the contractor. As required by the Federal rules regarding ESPC contracts, this contract may not exceed 25 years. The effect of this requirement is to shorten the maximum length of any delivery order to the remaining years left in the Super ESPC contract.

This solicitation is based on two identified sites which will be the first delivery orders placed against the awarded indefinite quantity contracts. However, the number of indefinite quantity contracts awarded may exceed the number of identified sites contained in this solicitation. Therefore, each contractor awarded an indefinite quantity contract under this solicitation may not receive a delivery order for an identified site at the time of award, but will receive at least one delivery order for the minimum amount during the contract period.

The contractor shall receive monthly payments based on the annual fixed payment schedule as established in each delivery order. The annual fixed payments may be adjusted based on annual energy audits that will be conducted on or about each anniversary of Government acceptance of the installed energy conservation measures (ECMs) for a specific awarded delivery order. In the event the annual energy audit reveals that the annual energy savings did not equal or exceed the annual guaranteed energy savings, then adjustments shall be made to the next annual year's payments for the previous year shortfall and for the anticipated shortfall for the next year. These adjustments shall be made until the contractor can submit evidence, approved by the Contracting Officer for the delivery order, indicating that the performance problems causing the shortfall have been corrected. The annual payments made to the

contractor, in any case, may not exceed the annual energy and maintenance savings created by implementation of the delivery order.

The RFP is divided into the twelve standard sections of a federal competitive procurement. The proposal format is explained in Section L. The proposal is composed of three basic Volumes. Volume I contains general documents that must be completed by each offeror. In Volume II - Technical Proposal, the offeror will outline in detail (Part I) its experience in energy efficiency contracting and ability to organize and accomplish Section C outlined tasks when presented with a delivery order. Part II of this volume will ask the offeror to demonstrate how the offeror will accomplish this work by proposing specific ECM's in required technology categories for each of the two Super ESPC proposal sites. The Volume III - Price Proposal follows a similar format but requests information on the offeror's pricing structure in Part I and then asks that this structure be applied to the ECM's from the proposal sites in Part II. In summary, Part I of Volume II and III asks for the general approach and pricing the offeror will use on each delivery order, and Part II of both Volumes asks that these parameters be applied to each of the proposal sites.

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

See Sections L and M for complete details concerning the preparation and submittal of your proposal and its respective evaluation.

As explained in Section L.20, several site tours have been planned in order to familiarize prospective offerors with the sites. As indicated in Section L these tours are not required in order to prepare the site specific proposals since the proposal is to be based only on the information contained in the site data packages. Since each tour group must be limited in size, a number of tours is scheduled. You must complete the tour reservation form included in Section L Attachment D in order to reserve a tour space. Each company will be limited to three tour participants in order to provide tour spaces for the anticipated number of offerors. The tour reservation form should be completed and returned to the tour coordinator as soon as possible. The tours at the North Carolina site will be held on June 10, and the tours at the Florida site will be held on June 11, 1997.

The identified proposal buildings and sites will be the first delivery orders placed under

the awarded indefinite quantity contract(s). The technical library contains data on the identified buildings and sites. These data include building(s) and site information, energy use data, and information on existing energy-consuming systems. Due to the volume of the technical data and the variety of formats, a technical library has been established at a 24-hour copy center in Knoxville, TN. Kinko's Copies will provide the technical library information upon request. Cost for the data package reproduction and shipping will be the responsibility of the offeror. The order instructions and contact information are located in Section L.21 of the solicitation.

TABLE OF CONTENTS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED/TOTAL PRICE (OCT 1991) B-1
B.2 REQUIRED SERVICES B-1
B.3 52.216-22 INDEFINITE QUANTITY. (OCT 1995) B-1
B.4 52.216-19 ORDER LIMITATIONS. (OCT 1995) B-2
B.5 52.216-18 ORDERING. (OCT 1995) B-2
B.6 MAXIMUM MARGINS B-2
B.7 FINANCE CHARGE B-6

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL REQUIREMENTS/PROJECT SCOPE C-1
C.2 ENERGY CONSERVATION MEASURES (ECMs) C-1
C.3 FACILITY PERFORMANCE REQUIREMENTS OF ECMs C-3
C.4 MEASUREMENT AND VERIFICATION OF ECM PERFORMANCE C-5
C.5 INSTALLATION REQUIREMENTS FOR ECMs C-7
C.6 OPERATION OF ECMs C-11
C.7 MAINTENANCE OF ECMs C-12
C.8 REPAIR OF ECMs C-13
C.9 CONTRACTOR MAINTENANCE AND REPAIR RESPONSE TIME C-13
C.10 OPERATIONS AND MAINTENANCE MANUALS AND TRAINING FOR ECMs C-13
C.11 GOVERNMENT PROJECTS C-14
C.12 UTILITY ENERGY EFFICIENCY/RENEWABLE PROJECT FINANCIAL INCENTIVES C-14

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (APR 1984) D-1
D.2 MARKING (APR 1984) D-1
D.3 RESPONSIBILITY D-1
D.4 DELIVERY AND STORAGE D-1

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (MAR 1997) E-1
E.2 ACCEPTANCE (FEB 1987) E-1
E.3 52.246-12 INSPECTION OF CONSTRUCTION. (AUG 1996) E-1
E.4 INSPECTION AND ACCEPTANCE OF INSTALLED ECMs E-2
E.5 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996) E-3
E.6 52.246-20 WARRANTY OF SERVICE (APR 1984) E-3

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT AND DELIVERY ORDERS F-1
F.2 PRINCIPAL PLACE OF PERFORMANCE (APR 1984) F-1
F.3 DELIVERABLES F-1

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES G-1
G.2 BILLING INSTRUCTIONS (MAR 1997) G-2
G.3 INVOICES G-2
G.4 PAYMENT TO THE GOVERNMENT FOR ANNUAL COST SAVINGS SHORTFALL ... G-3
G.5 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR) ADDRESS (JAN 1990) G-3

G.6 CONTRACT ADMINISTRATION FOR THE GOVERNMENT G-4
G.7 ACCELERATED REPAYMENT PROVISIONS G-4

SECTION H - SPECIAL CONTRACT REQUIREMENTS
H.1 CONSECUTIVE NUMBERING (APR 1984) H-1
H.2 RESERVED H-1
H.3 52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (JUL 1996) INCORPORATED BY REFERENCE H-1
H.4 CONFIDENTIALITY OF INFORMATION (APR 1984) H-1
H.5 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (JUN 1988) H-2
H.6 TECHNICAL DIRECTION (JAN 1990) H-2
H.7 MODIFICATION AUTHORITY (APR 1984) H-3
H.8 GOVERNMENT PROPERTY AND DATA (JAN 1992) H-3
H.9 SUBCONTRACTS (DEC 1984) H-3
H.10 ORDERING PERIOD LIMITATION H-4
H.11 RESERVED H-4
H.12 DELIVERY ORDER REQUEST FOR PROPOSAL AND DELIVERY ORDER FORMATS H-4
H.13 PROCEDURES FOR AWARDING DELIVERY ORDERS H-6
H.14 REQUIREMENTS FOR PROPOSAL CONTENTS FOR GOVERNMENT-IDENTIFIED DELIVERY ORDERS H-7
H.15 PROPOSAL EVALUATION FOR GOVERNMENT-IDENTIFIED DELIVERY ORDERS H-24
H.16 REQUIREMENTS FOR INITIAL PROPOSAL CONTENTS FOR CONTRACTOR-IDENTIFIED DELIVERY ORDERS H-25
H.17 EVALUATION OF INITIAL PROPOSALS FOR CONTRACTOR-IDENTIFIED DELIVERY ORDERS H-27
H.18 PREAWARD REQUIREMENTS H-27
H.19 OFFICIALS AUTHORIZED TO ISSUE DELIVERY ORDERS H-29
H.20 AVAILABILITY OF UTILITIES H-29
H.21 CONTRACTOR-FURNISHED MATERIAL H-30
H.22 GOVERNMENT PROPERTY REGULATIONS H-30
H.23 FIRE PREVENTION H-30
H.24 ENVIRONMENTAL PROTECTION H-30
H.25 SALVAGE H-31
H.26 ASBESTOS H-31
H.27 DISPOSAL H-31
H.28 SAFETY REQUIREMENTS H-32
H.29 SECURITY REQUIREMENTS H-32
H.30 PASSES AND BADGES H-32
H.31 IDENTIFICATION OF CONTRACTOR EMPLOYEES H-33
H.32 IDENTIFICATION OF CONTRACTOR VEHICLES H-33
H.33 ACCESS TO BUILDINGS H-33
H.34 CONTRACTOR EMPLOYEES H-34
H.35 REQUIRED INSURANCE H-34
H.36 TITLE TO CONTRACTOR-INSTALLED EQUIPMENT H-35
H.37 NOTICE OF PAYMENT AND PERFORMANCE BOND REQUIREMENTS H-35
H.38 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY H-37
H.39 PERMITS H-37
H.40 PROTECTION OF FINANCIER'S INTEREST H-37
H.41 RESPONSIBILITY FOR SYSTEMS AND EQUIPMENT THROUGHOUT THE DELIVERY

ORDER TERM H-38
H.42 FINAL YEAR SHORTFALLS - REIMBURSEMENT SCHEDULE H-38
H.43 WORK SCHEDULE REQUIREMENTS H-38
H.44 DEFINITIONS OF TERMS APPLICABLE TO THIS CONTRACT H-38
H.45 RESERVED H-43
H.46 WAGE DETERMINATION H-43
H.47 ADDITIONAL CLAUSES FOR SPECIFIC DELIVERY ORDERS H-43
H.48 LIQUIDATED DAMAGES H-43
H.49 ADDITIONAL DELIVERY ORDER CLAUSES FOR WORK ON DOE FACILITIES HAVING CLASSIFIED INFORMATION H-44
H.50 USE OF NON-GOVERNMENT PERSONNEL H-44
H.51 FLOWDOWN OF SAFETY AND HEALTH CLAUSE (JAN 1993) H-44
H.52 QUALITY ASSURANCE SYSTEM (DEC 1995) H-44

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) I-1
I.2 952.227-13 PATENT RIGHTS - ACQUISITION BY THE GOVERNMENT. (MAR 1995) ... I-5
I.3 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) I-13
I.4 970.5204-59 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (JAN 1993) I-13
I.5 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) I-13
I.6 952.227-75 RIGHTS IN TECHNICAL DATA - LONG FORM. (APR 1984) I-15
I.7 52.244-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS). (FEB 1995) – ALTERNATE I (APR 1984) I-17
I.8 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA. (DEC 1989) – ALTERNATE III (APR 1984) I-19
I.9 ADDITIONAL OR REVISED CLAUSES FOR SPECIFIC DELIVERY ORDERS FOR THE DEPARTMENT OF ENERGY I-21
I.10 952.208-70 PRINTING (APR 1984) I-22
I.11 970.5204-2 SAFETY AND HEALTH (GOVERNMENT OWNED OR LEASED FACILITY) (APR 1984) I-22
I.12 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984) .. I-23
I.13 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984) I-23
I.14 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989) I-23
I.15 RESERVED I-24
I.16 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS. (OCT 1995) I-24
I.17 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA. (DEC 1989) I-24

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) .. K-1
K.2 52.204-3 TAXPAYER IDENTIFICATION. (MAR 1994) K-2
K.3 52.204-5 WOMEN-OWNED BUSINESS. (OCT 1995) K-3
K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996) K-3
K.5 RESERVED K-4
K.6 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987) K-5
K.7 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984) K-5
K.8 52.215-19 PERIOD FOR ACCEPTANCE OF OFFER. (APR 1984) K-5
K.9 52.215-20 PLACE OF PERFORMANCE. (APR 1984) K-5
K.10 52.215-35 ANNUAL REPRESENTATIONS AND CERTIFICATIONS - NEGOTIATION. (JAN 1997) K-6
K.11 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (JAN 1997) K-6
K.12 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990) K-7
K.13 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997) K-8
K.14 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (Jan 1997) K-9
K.15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) K-9
K.16 52.225-1 BUY AMERICAN CERTIFICATE (DEC 1989) K-10
K.17 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984) K-10
K.18 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1984) K-11
K.19 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984) K-11
K.20 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996) K-11
K.21 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts. (APR 1984) K-12
K.22 SIGNATURE/CERTIFICATION K-12

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988) L-2
L.2 CONSECUTIVE NUMBERING (APR 1984) L-2
L.3 CONTENT OF RESULTING CONTRACT (NOV 1987) L-2
L.4 DOE ISSUING OFFICE MAILING ADDRESS AND POINT OF CONTACT (MAR 1997) . L-2
L.5 52.215-5 SOLICITATION DEFINITIONS. (JUL 1987) L-3
L.6 52.215-7 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS. (APR 1984) L-3
L.7 AMENDMENT OF THE SOLICITATION (APR 1984) L-3
L.8 52.215-19 PERIOD FOR ACCEPTANCE OF OFFER (APR 1984) L-3
L.9 TIME, DATE AND PLACE PROPOSALS ARE DUE (MAY 1997) L-4
L.10 RESERVED L-5
L.11 RESERVED L-5
L.12 52.215-12 RESTRICTION ON DISCLOSURE AND USE OF DATA. (APR 1984) L-5
L.13 52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS. (APR 1984) L-5
L.14 52.215-15 FAILURE TO SUBMIT OFFER. (JUL 1995) L-5
L.15 52.215-16 CONTRACT AWARD. -- ALTERNATES I AND II (OCT 1995) L-6
L.16 52.216-1 TYPE OF CONTRACT. (APR 1984) L-6
L.17 INTENTION TO PROPOSE (APR 1984) L-7
L.18 FALSE STATEMENTS (NOV 1987) L-7

L.19 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (APR 1984) L-7
L.20 SITE TOUR PLAN L-7
L.22 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (UNRESTRICTED) (APR 1984) L-9
L.23 NUMBER OF AWARDS L-9
L.24 AN EQUAL RIGHTS NOTE (APR 1984) L-9
L.25 ALTERNATE PROPOSAL INFORMATION - NONE (APR 1984) L-9
L.26 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL (MAR 97) L-9
L.27 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, OFFER AND OTHER DOCUMENTS (APR 1997) L-10
L.28 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL L-11
L.29 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, PRICE PROPOSAL - OTHER L-22
L.30 CLASSIFIED MATERIAL - NONE (NOV 1987) L-32
L.31 NOTICE OF LABOR PROVISIONS (APR 1984) L-32
L.32 RESPONSIBLE PROSPECTIVE CONTRACTORS (APR 1984) L-33
L.33 DISCUSSIONS WITH OFFERORS L-33
L.34 INFORMATION OF AWARD (APR 1984) L-33
L.35 DISPOSITION OF SOLICITATION DOCUMENTS (APR 1984) L-33
L.36 DISPOSITION OF PROPOSALS OR BIDS (APR 1984) L-33
L.37 DEAR 952.233-2 SERVICE OF PROTEST (DEC 1995) L-33
L.38 ANTICIPATED AWARD DATE L-34
L.39 QUESTIONS CONCERNING THE SOLICITATION L-34
L.40 CONTRACT BASE PERIOD L-34
L.41 USE OF NON-GOVERNMENT PERSONNEL IN EVALUATIONS L-34
L.42 ATTACHMENTS TO SECTION L L-35

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL (JULY 1991) M-2
M.2 EVALUATION CRITERIA M-2
M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (APR 1984) M-5
M.4 ELIGIBILITY FOR AWARD AND AWARD OF INITIAL DELIVERY ORDERS M-5
M.5 PREAWARD SURVEY M-6
M.6 QUALIFICATION CRITERIA M-6

OMB Approval No. 9000-0008

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER ▸	.ING	PAGE OF 1 B1- PAGES M-7

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	DE-RP05-97OR22586	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	May 16, 1997	05-97OR22586.000

7. ISSUED BY CODE	8. ADDRESS OFFER TO (If other than Item 7)
U.S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division P.O. Box 2001, Attn: Angela Hart Oak Ridge, TN 37831-8759	

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

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the lobby of the Federal Building, Oak Ridge, TN, until 4:00p.m. (Hour) local time 7-1-97 (Date) * See L.9

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

10. FOR INFORMATION CALL: ▸	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Angela P. Hart	423-576-0999

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	I1
X	B	SUPPLIES OR SERVICES AND PRICES/COST	B1			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	C1	X	J	LIST OF ATTACHMENTS	J1
X	D	PACKAGING AND MARKING	D1			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	E1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K1
X	F	DELIVERIES OR PERFORMANCE	F1				
X	G	CONTRACT ADMINISTRATION	G1	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	L1
X	H	SPECIAL CONTRACT REQUIREMENTS	H1	X	M	EVALUATION FACTORS FOR AWARD	M1

OFFER (*Must be fully completed by offeror*)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT N/A	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS

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

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

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

AWARD (*To be completed by Government*)

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

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

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

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

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED/TOTAL PRICE (OCT 1991)

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

Item 1 - Energy conservation services for federal Government facilities located in the states of Kentucky, Tennessee, North Carolina, South Carolina, Arkansas, Mississippi, Alabama, Georgia, Florida, and the territories of Puerto Rico and the Virgin Islands.

Item 2 - Reports in accordance with Reporting Requirements Checklist which will be included in the individual delivery orders.

The sum of Contractor payment streams associated with all delivery orders issued during the initial ordering period against all IDIQs awarded as a result of this acquisition shall not exceed $750,000,000.

B.2 REQUIRED SERVICES

The Government requires energy conservation services for federal Government facilities located in the states of Kentucky, Tennessee, North Carolina, South Carolina, Arkansas, Mississippi, Alabama, Georgia, Florida, and the territories of Puerto Rico and the Virgin Islands and seeks to obtain these services using this indefinite delivery indefinite quantity energy savings performance contract (IDIQ ESPC).

The successful awardees will provide, at no capital cost to the Government, all labor, material, and equipment necessary to reduce energy and water consumption and provide cost savings at specific sites covered by delivery orders placed against the regional IDIQ contracts awarded. Contracted delivery order services may also include operations and maintenance services during a specific delivery order term, as required in the technical section of this specification, the specific delivery order, and as proposed by the contractor and accepted by the Government.

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [ ] [insert date].

B.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $150,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $20,000,000;

(2) Any order for a combination of items in excess of $20,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

B.5 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued beginning on the date of contract award through April 9, 2000.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

B.6 MAXIMUM MARGINS

Schedule B-1 presents maximum implementation margins by technology category for all delivery orders

under the IDIQ. The Government intends to seek lower margins on individual delivery orders through negotiations where appropriate. See H.44 for the definition of implementation margin.

(a) Multiple Technology Category Projects. All Energy Conservation Measures (ECMs) fall within a specific technology category, and each technology category has a maximum margin in Schedule B-1. The percent margin applied to ECM implementation expenses to derive ECM implementation prices shall not exceed the maximum for the technology category that includes the ECM. The sum of all ECM implementation prices equals the delivery order implementation price. If an ECM is proposed that does not fall into one of the technology categories listed, the percent margin for the most closely related technology or the percent margin for miscellaneous work will be used, subject to approval of the contracting officer.

(b) Survey, Feasibility Study, and Design. The percent margins for the "survey, feasibility study, and design" category are not applicable to this contract except in cases where such costs were incurred after the contracting officer provided written authorization to proceed, and the costs cannot rationally be assigned to a specific ECM; or where, after receiving written authorization to proceed, the contractor proceeds and negotiates in good faith and the Government determines that it is in its best interest to pursue the project in question through means other than this contract or with funds other than the contractor's.

SCHEDULE B-1 – IDIQ Maximum Implementation Margins By Technology Category

TECHNOLOGY CATEGORY	MAXIMUM MARGIN (%)
1. Boiler Plant Improvements	
2. Chiller Plant Improvements	
3. Building Automation Systems/Energy Management and Control Systems	
4. Heating, Ventilating, and Air Conditioning (not including boilers, chillers, and BAS/EMCS)	
5. Lighting Improvements	
6. Building Envelope Modifications	
7. Chilled Water, Hot Water, and Steam Distribution Systems	
8. Electric Motors and Drives	
9. Refrigeration	
10. Cogeneration Plants	
11. Renewable Energy Systems	
12. Electrical Distribution Systems	
13. Electrical Peak Shaving	
14. Energy Cost Reduction Through Rebates and Rate Reduction	
15. Miscellaneous	
16. Survey, Feasibility Study and Design	

Schedule B-2 presents the maximum performance period margin for all delivery orders under the IDIQ. The Government intends to seek lower margins on individual delivery orders through negotiations where appropriate. See H.44 for the definition of performance period margin.

SCHEDULE B-2 – IDIQ Maximum Performance Period Margin

PERIOD	MAXIMUM MARGIN (%)
Performance Period	

B.7 FINANCE CHARGE

Schedule B-3 presents the maximum, fixed, annual percentage rate that, when added to the like-term (i.e., T-Bill/T-Note term closest to the proposed performance period term) Treasury Bill/Treasury Note Index interest rate will be the total annual percentage interest rate (not including financing procurement price, defined in H.44) that the contractor will charge the Government for financing all delivery orders under the IDIQ.

SCHEDULE B-3 – IDIQ Maximum Finance Charge By Delivery Order
Performance Period Term And Amount Financed

Performance Period Term	Treasury Note Index	<$500k	$500k-$1M	$1M - $3M	$3M - $7M	$7M +
0 - 3 years	3 year					
4 - 6 years	5 year					
7 - 10 years	10 year					
11 - 25 years	(Specify Index)					

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL REQUIREMENTS/PROJECT SCOPE

This procurement is to acquire, under energy savings performance, indefinite delivery/indefinite quantity contract(s), energy conservation services in a region defined by the States of Kentucky, Tennessee, North Carolina, South Carolina, Arkansas, Mississippi, Alabama, Georgia, Florida, and the territories of Puerto Rico and the Virgin Islands to reduce energy and water consumption and related ancillary costs (including operations and maintenance costs) as specified in each delivery order. The Contractor shall be responsible for providing all labor, material, and capital to install energy and water conservation projects as specified in each delivery order's term and providing operations and maintenance as specified within each delivery order. The scope of the IDIQ contract includes all Federal-owned facilities located in the region defined above unless otherwise restricted by each delivery order.

The cost of an ECM project must be covered by the reduced energy and related ancillary cost savings incurred at the Federal-owned facility. The energy cost savings must be verified annually. The IDIQ contract may be used by authorized Federal agencies to acquire energy conservation measures. See Section H Clause "OFFICIALS AUTHORIZED TO ISSUE DELIVERY ORDERS."

C.2 ENERGY CONSERVATION MEASURES (ECMs)

C.2.1 Types of Energy Conservation Measures

This contract and its delivery orders may include the following energy efficiency or renewable energy technology categories:

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

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

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

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

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

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

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

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

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

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

10. Cogeneration Systems, such as, but not limited to
    - natural gas fired generator with heat recovery for producing steam

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

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

13. Electrical Peak Shaving
    - thermal energy storage
    - gas cooling

14. Energy Cost Reduction Through Rebates and Rate Reduction
    - secure demand-side management rebates (where applicable)
    - recommend change to more favorable rate schedule
    - recommend Government negotiate lower rate, same supplier

- recommend lower energy cost supplier (where applicable)

C.2.2 Restrictions on proposed ECMs.

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

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

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

3. generate electrical power beyond that required by Government facilities (such as with cogeneration or electrical generating systems),

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

5. degrade performance or reliability of existing Government equipment,

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

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

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

C.2.3 Contract Requirements for ECMs

Installed ECMs shall comply with the requirements of each delivery order. Contract requirements also incorporate all Government approved contractor submittals, including: equipment design and installation specifications, compliance with codes and standards, design drawings, installation schedules, startup and testing procedures, operating and maintenance procedures, and any other submittals incorporated in delivery orders issued under the contract.

C.3 FACILITY PERFORMANCE REQUIREMENTS OF ECMs

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

C.3.1 Environmental & Lighting Conditions: Modifications to building lighting systems and environmental control systems shall not be permitted to exceed the ranges for Standards of Service specified in Paragraph C.3.2. Where automated control of lighting or environmental conditions are to be installed, the occupants must have the ability to override the system to accommodate required overtime work.

C.3.2 Standards of Service: Installed ECM's shall comply with the Standards of Service

required for facilities as specified in each delivery order. The standards of service will include acceptable temperature and humidity ranges, air quality parameters, lighting levels, and other related factors. A history of energy legislation is contained in Section J, Attachment B for general information.

C.3.2.1 HVAC Systems. See the federal legislative history for assigning temperature set points and ventilation requirements in Section J, Attachment B.

a. Occupied Areas:

1) Comfort Range:

68° - 78°F dry bulb
30% - 60% relative humidity

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

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

b. Computer Rooms

1) Operating Range:

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

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

c. The HVAC control system must be compatible with the present energy management control system. Thermostatic tolerance must be within plus or minus one degree Fahrenheit for all areas listed in C.3.2.1b and plus or minus two degrees Fahrenheit for areas in C.3.2.1a. Any system temperature change required for the operating rooms must not exceed 1 degree F in five (5) minutes.

d. Hospitals may have special requirements.

C.3.2.2 Lighting Systems. See the federal legisltive history for assigning lighting levels in Section J, Attachment B.

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

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

2) as near as practical to 30 foot-candles in work areas during working hours, measured 30 inches above floor level.

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

4) Refer to individual delivery orders for special requirements.

b. Additional performance requirements of lighting systems:

1) Replaced fixtures shall be equipped with T-8 lamps.
2) Total Harmonic Distortion of electronic ballasts used in fluorescent fixture retrofits shall not exceed 15%.
3) Occupancy sensors shall be infrared and motion sensing.
4) Light fixture lenses shall be A12.125

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

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

C.4 MEASUREMENT AND VERIFICATION OF ECM PERFORMANCE

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

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

C.4.1 M&V General Approach

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

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

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

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

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

Therefore,

Energy savings = baseline energy use - post installation energy use

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

After each delivery order project is constructed, the contractor shall submit a report that provides an initial verification of the performance being achieved and compares this with the proposed guaranteed savings. The purpose of this report is to provide early warning of any potential performace problems. First year payments shall be based on the offered or negotiated fixed price contractor payments (Schedule H-5, Column (b), Year 1).

For the remaining years of the delivery order term, the contractor provides annual (or at some other regular interval) "true-up" reports. These reports include inspection documentation of the installed equipment/systems and (perhaps) updated savings values using data obtained and analyzed during each year of the delivery order. As necessary, previous year's payments will be reconciled according to instructions in section G.4 based on the results of the annual report compared to the guaranteed savings amount.

C.4.2 Baseline Energy Use

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

C.4.3 Post Installation Energy Use - Initial Verification

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

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

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

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

There are numerous factors that can affect energy savings during the term of a delivery order, such as weather, operating hours, ton-hours, and heat exchanger fouling. The baseline definition generally accounts for some of these factors. In general, but not always, an ESPC delivery order objective will be to adjust the baseline energy use up or down for factors beyond the control of the

contractor (e.g., building occupancy, plug load creep).

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

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

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

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

C.4.6 M&V Activities

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

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

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

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

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

C.5 INSTALLATION REQUIREMENTS FOR ECMs

C.5.1 ECM Installation Plans

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

b) The Installation plan due date will be specified in the delivery order. Upon approval of the installation plan, bonds will be required in accordance with H.19.

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

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

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

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

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

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

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

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

the installation period.

C.5.2 Design and Construction Standards

1. The Delivery Order issued under the indefinite quantity contract(s) awarded will specify design and construction applicable to site or agency specific facility requirements. As a minimum, all ECMs, work, equipment and materials required for ECM installation shall comply with the most recent issue of the following standards:

   - American National Standards Institute (ANSI)
   - Code of Federal Regulations (CFR)
     29 CFR 1910 Occupational Safety and Health Standards

     10 CFR 435 Energy Conservation Voluntary Performance Standards for Commercial and Multi-Family High Rise Residential Buildings
     29 CFR 1926 Safety and Health Regulations for Construction
   - National Electric Code (NEC).
   - National Electrical Safety Code (NESC).
   - National Fire Protection Association (NFPA) Standards including, but not limited to NFPA 101 - Life Safety Code.
   - National Electrical Manufacturers Association (NEMA).
   - Underwriters Laboratory (UL).
   - Uniform Building Code (UBC)
   - ASHRAE 90.1
   - Federal User's Manual, Performance Standards for New Commercial and Multi-Family High-Rise Residential Buildings
   - Other standards required by the ordering federal agency
   - Army Corps of Engineers Safety Manual

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

3. If conflicts between codes and/or standards exist, the Contracting Officer's Representative and applicable authority having jurisdiction shall determine the appropriate code to follow.

C.5.3 ECM Quality Control Inspection Program

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

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

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

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

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

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

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

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

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

C.5.4 Environmental Protection

ECMs shall cause no adverse impacts upon the quality of the human environment. Impacts on air quality (pollutants, noise level, and odors or fumes) and potable water use are examples of various areas of concern at the project site. Any planned building modifications shall comply with the National Environmental Policy Act (NEPA) and other applicable Federal, state, and local environmental protection regulations. Refer to paragraph H.24 titled Environmental Protection. The delivery order will identify specific known hazardous waste handling and storage requirements (e.g., PCB ballasts removed from lighting fixture retrofits).

C.5.5 Service Interruptions

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

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

3. If the discontinued service is due to any emergency breakdown, the Contractor shall notify the Contracting Officer's designated representative as soon as possible and the Government will notify those affected tenants and customers as applicable.

4. Federal agencies may have additional requirements that may apply to specific delivery

orders. These additional requirements may include liquidated damages for violations of service interruption provisions as may be specified in each particular delivery order.

C.5.6 As-Built Drawings

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

C.6 OPERATION OF ECMs

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

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

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

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

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

C.6.3 When the implementation of an ECM results in a change in an existing operations work affecting Government or contractor equipment, the Contractor shall prepare a new written operations work procedure for approval by the Government. The due date for the operations work procedure will be specified in the delivery order. The Contractor shall train Government personnel in the new approved operations work procedure. The Government will permit its personnel to attend training sessions at reasonable times on the specific project site's premises.

C.6.4 The Government will use and operate government-owned equipment, and contractor equipment if Government assumes proposed operations work in C.6.2.1 or C.6.2.3 above, in accordance with operating procedures provided by the Contractor and approved by the Contracting Officer. The Contractor shall monitor equipment performance.

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

C.7 MAINTENANCE OF ECMs

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

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

1. If the maintenance work is similar to an existing maintenance work requirement for Government-owned equipment and does not impact on Government resources, the Contractor may request the Government in its proposal to perform maintenance work on Contractor-owned equipment. The Government reserves the right to not accept the proposed responsibility for maintenance work on installed ECMs. If the Government accepts ECM maintenance responsibility, the Government reserves the right to provide the maintenance work in accordance with its own schedule rather than a Contractor-suggested schedule.

2. The Contractor proposes to assume responsibility for maintenance on Government-owned equipment in order to achieve proposed ECM performance. The Contractor may propose to provide either total maintenance or a level of maintenance needed to augment the existing maintenance provided by the Government. Any maintenance work provided by the Contractor on government-owned systems or equipment shall be at the Contractor's expense.

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

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

C.7.4 The Government will maintain government-owned equipment, and contractor equipment if the Government assumes the proposed maintenance work in C.7.2.1 or C.7.2.3 above, in accordance with maintenance procedures provided

by the Contractor and approved by the Contracting Officer.

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

C.8 REPAIR OF ECMs

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

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

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

C.9 CONTRACTOR MAINTENANCE AND REPAIR RESPONSE TIME

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

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

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

C.10 OPERATIONS AND MAINTENANCE MANUALS AND TRAINING FOR ECMs

C.10.1 Operations and Maintenance Manuals

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

C.10.2 Government Personnel Training for ECMs

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

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

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

C.11 GOVERNMENT PROJECTS

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

C.12 UTILITY ENERGY EFFICIENCY/RENEWABLE PROJECT FINANCIAL INCENTIVES

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

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (APR 1984)

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

D.2 MARKING (APR 1984)

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

(1) Identifies the contract by number under which the item is being delivered.

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

(3) Indicate whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

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

D.3 RESPONSIBILITY

The contractor shall be responsible for acquiring, shipping, marking, packaging, storing, and installing supplies, equipment, and materials required to implement ECMs accepted and approved by the contracting officer.

D.4 DELIVERY AND STORAGE

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (MAR 1997)

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

E.2 ACCEPTANCE (FEB 1987)

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

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

(a) Definition.

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

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

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

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

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

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or

when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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

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

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

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

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

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

E.4 INSPECTION AND ACCEPTANCE OF INSTALLED ECMs

Each delivery order will specify the inspection and acceptance criteria.

a. The Government and contractor shall jointly inspect ECMs. Inspections will be conducted simultaneously, when possible, by both the Government and contractor representatives to facilitate mutual agreement on satisfactory delivery order performance.

b. The contractor shall notify the contracting officer, or any duly designated representative, fifteen (15) working days in advance of ECM installation completion (or such other notification period as may be specified in a delivery order) by submitting a written request for inspection. The request shall identify the location, describe the ECMs installed, schedule testing of ECMs for verifying energy savings performance, and recommend dates for inspection (if any).

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

d. Each delivery order may include additional agency specific or site specific inspection and acceptance requirements. The Contractor shall review each delivery order to determine

the applicable inspection and acceptance requirements for that delivery order.

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

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

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

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

b. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date the defect or nonconformance is detected by the Government. This notice shall state either (1) the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

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

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

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

F.2 PRINCIPAL PLACE OF PERFORMANCE (APR 1984)

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

F.3 DELIVERABLES

The contractor shall submit deliverables as specified in the Delivery Orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

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

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

(b) Other Correspondence.

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

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

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

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

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

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

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

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

(e) Identification of Correspondence.

1) All correspondence and data submitted by the contractor under this IDIQ contract shall reference the contract number.

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

G.2 BILLING INSTRUCTIONS (MAR 1997)

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

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

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

G.3 INVOICES

G.3.1 Start of Invoice Submittals

1. The contractor may submit single invoices for ECM payments after the first full month at the end of the month for which the energy cost savings accrue, where all ECMs have been installed and successfully operational for a 30-day test period; unless otherwise specified in the delivery order. The Contracting Officer's Representative will make the determination of whether the ECMs have been performed in a satisfactory manner for the 30 day period.

2. In return, the contractor will receive payment based on the guaranteed annual cost savings from its installed energy conservation measures (ECMs) for a specific awarded delivery order. The contractor shall receive monthly payments based on the annual fixed payment schedule, as established in each delivery order [column (b) of Schedule H-5]. Payment of the contractor's share of accrued savings of less than one month's duration shall be prorated at 1/30th the contractor's share for each calendar day. Any credits becoming due to the Government may be applied against the contractor's subsequent invoice with appropriate information attached.

G.3.2 Invoice Format

1. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original").

2. The invoices shall be mailed to the address specified in each delivery order.

3. The invoice must include the following:

   a. Name and address of the contractor

   b. Invoice date

   c. Contract number and Delivery order number

   d. Name and address of the individual to whom payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)

   e. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of an improper invoice

   f. Monthly payment amount equal to 1/12 of annual contractor payment less any adjustments for previous year's energy savings shortfall and anticipated ECM performance shortfall for the current year as a result of the annual energy audit

   g. Any other information or documentation required by the contract or delivery order in accordance with the site specific M&V plan.

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

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

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

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

G.5 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR) ADDRESS (JAN 1990)

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

Wayne C. Lin
U.S. Department of Energy
Oak Ridge Operations Office
P. O. Box 2008
Oak Ridge, Tennessee 37831-6269
(423) 576-0639

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

G.6 CONTRACT ADMINISTRATION FOR THE GOVERNMENT

G.6.1 The Contracting Officer for the indefinite quantity contract shall designate authorized representatives for administration of the indefinite quantity contract by providing the contractor with the authorized representative's name, address, telephone number, fax number, and email address.

G.6.2 The Contracting Officer for the indefinite quantity contract is the only individual that may designate another activity or activities to issue delivery orders under this indefinite quantity contract.

G.6.3 The Contracting Officer for a delivery order shall designate authorized representatives for administration of the indefinite quantity contract by providing the contractor with the authorized representative's name, address, telephone number, fax number, and email address.

G.7 ACCELERATED REPAYMENT PROVISIONS

G.7.1 Full pre-payment of principal. The Government reserves the right to fully pre-pay the debt principal balance at any time during the delivery order performance period term while retaining contractor performance period services as per the delivery order contract. Such buy-out action shall include a 30-day written notice to the contractor. The Government's buyout price to fully retire the debt shall be the outstanding principal balance (Schedule H-6, column (a)) plus the pre-payment penalty, if any, adjusted to account for the month of buy-out. If the debt is fully retired, principal and interest payments cease, and the total annual contractor payments become the performance period prices in Schedule H-3 row (d). Government buy-out does not change the contractor's obligation to deliver actual annual cost savings that exceed the guaranteed level and the original total annual contractor payment at time of delivery order award.

G.7.2 Partial pre-payment of principal. The Government reserves the right to partially pre-pay the debt principal balance at any time during the delivery order performance period term while retaining contractor performance period services as per the delivery order contract. This process will allow the Government to make additional principal payments during the delivery order performance period over and above the required annual payments as

specified in Schedule H-5. The additional principal payments will directly reduce the outstanding debt principal balance at the time of the additional payment. Such buy-down action shall include a 30-day written notice to the contractor. Concurrent with the notification of a buy-down payment, the Government and contractor shall agree upon revised Schedules H-3, H-5 and H-6 reflecting revised annual contractor payments for the remaining term of the delivery order, adjusted to account for the month and size of the buy-down. For example, the Government and contractor may agree that annual payments remain the same until the principal is fully paid, at which time principal and interest payments cease, and the total annual contractor payments become the performance period prices in Schedule H-3 row (d). Government buy-down does not change the contractor's obligation to deliver actual annual cost savings that exceed the guaranteed level and the original total annual contractor payment at time of delivery order award.