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PART I – THE SCHEDULE**Section B - Supplies or Services/Prices****B.1 Items Being Acquired / Total Price**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this indefinite delivery, indefinite quantity (IDIQ) contract as furnished by the Government) and otherwise do all things necessary for, or incident to, Energy Savings Performance Contract (ESPC) projects as described in Sections C through H. Specific descriptions of individual projects will be provided by ordering agencies through Task Orders (TOs) awarded under this IDIQ contract.

<u>CLIN</u>	<u>Description</u>	<u>Performance Period</u>	<u>Maximum Value</u>
00001	ESPC IDIQ Base Ordering Period	60 Months	\$55 Billion*
00002	ESPC IDIQ Option 1 Ordering Period	18 Months	\$55 Billion*

* NOTE: The maximum value of \$55 Billion is allocated across all IDIQ contracts and is inclusive of both the base and option period.

B.2 Maximum Delivery Percentages and Interest Rate Spread Information

Maximum delivery percentages and interest rate spread for all TOs issued under Contract #DE-EE00080XX are:

<u>TYPE OF PERCENTAGE / SPREAD</u>	<u>MAXIMUM VALUE*</u>
Maximum Implementation Delivery Percentage	XX%
Maximum Performance Period Delivery Percentage:	XX%
Maximum Interest Rate Spread Above Treasury Rate:	XX%

*The maximum values are provided in the individual contracts.

B.3 Order Limitations / Contract Ceiling

This IDIQ contract has a base ordering period of 60 months with one 18 month option period, for a total ordering period of 78 months, if the option is exercised. There is no guarantee that the option will be exercised on any or all of the awarded contracts.

TOs will be placed in accordance with Section H.3, Procedures for Awarding Task Orders. Any TO award under this contract has a not to exceed (NTE) period of performance of 25 years. The Government is under no obligation to issue any Notices of Opportunity (NOO) or TOs against this contract.

THE MAXIMUM CONTRACT AMOUNT for the IDIQ contracts (sum of all TOs awarded under all IDIQ contracts awarded) is \$55,000,000,000 (\$55 Billion) over a period of 78 months (if any or all options are exercised). This contract award pool ceiling will be applied to TOs on a first in, first awarded basis and will be shared by both large and small business contract holders.

THE MINIMUM GUARANTEE ORDER(S) VALUE for this IDIQ contract is \$5,000.00, provided that the Contractor can demonstrate it has exercised due diligence and made its best efforts to secure at least one TO.

[END OF SECTION B]

Section C - Description/Specifications

C.1 General Requirements / Project Scope

- A.** This contract is intended to promote the use of renewable energy technologies, acquire energy and water conservation services, reduce energy or water consumption and associated utility costs, and that may reduce energy and water-related operations and maintenance (O&M) costs, as specified in each TO issued under this IDIQ contract. The Contractor shall be responsible for providing all personnel, facilities, equipment, materials, supplies, and services to install energy and water conservation projects and renewable energy projects, and provide O&M and measurement and verification (M&V) as specified in each TO. The cost of an ESPC TO project (hereafter referred to as TO project) must be paid only from funds appropriated, or otherwise made available to the ordering agency for payment of energy, water, and related O&M expenses which would have been incurred without an ESPC. The TO project cost savings must be verified and documented annually via M&V.
- B.** This IDIQ contract may be used by federal agencies for all federally-owned buildings and facilities and, in some instances, to non-federally owned buildings and facilities as permitted by 42 U.S.C. § 8287c(2), in accordance with the procedures established in this IDIQ contract.
- C.** The terms and conditions that follow throughout the remaining sections of this IDIQ contract may be tailored, as appropriate (based on the needs and regulations of the ordering agency), in an ordering agency's TO Request For Proposals (RFP). However, any tailored items must still comply with the statutory requirements for ESPCs and remain within the general scope of this IDIQ contract.
- D.** A qualified / DOE approved project facilitator (PF) is required for the utilization of this IDIQ contract. A PF must be designated prior to the ordering agency holding a Preliminary Assessment Kick-Off Meeting. This PF requirement shall not be waived by the ordering agency. Additional information concerning the use and requirements for qualified / DOE approved PFs can be found on the DOE FEMP website. (See Attachment J-17 for the specific web address.)
- E.** Ordering agencies planning to issue TOs under this IDIQ contract shall obtain written authorization from the current DOE IDIQ Contracting Officer before TO award. Prior to initiating efforts to issue a Notice of Opportunity (NOO) for a TO project, the ordering agency proposing to use this IDIQ shall submit a written notification to the DOE IDIQ Contracting Officer. The minimum information requirements for this notification are defined in the DOE FEMP ESPC IDIQ Ordering Guide. Any pending (or proposed) TO award must identify the total value to ensure enough ceiling is still available under this IDIQ contract.

C.2 Energy Conservation Measures (ECMs)

- A.** List of ECMs – This IDIQ contract and its TOs require the Contractor to possess the capability to implement ECMs that reduce energy and water consumption or costs, increase renewable energy use and/or may reduce energy and water-related O&M costs. ECMs include measures to increase energy efficiency of energy-consuming systems and to reduce water consumption. ECMs also include measures that improve the efficiency of energy production systems that generate electrical and/or thermal energy. A suggested list of ECMs that shall be considered during the development of a TO project is provided in Attachment J-3. Particular emphasis should be placed on assessment of renewable energy opportunities. This IDIQ contract may be modified in the future to add ECMs that are not currently authorized but may be subsequently authorized. The Contractor is encouraged to seek out all energy conservation opportunities present in a given facility.
- B.** Restrictions on ECMs – The ordering agency is responsible for identifying restrictions on ECMs prior to and during the project development process and prior to award of a TO.

C.3 Facility Performance Requirements of ECMs

Installed ECMs shall comply with the standards of service required for facilities as specified in each TO. The standards of service may include acceptable temperature and humidity ranges, allowable setbacks, noise criteria, air quality parameters, lighting levels, and other related factors, as agreed to between the ordering agency and the Contractor. At a minimum, where automated controls of lighting or environmental conditions are to be installed, the ordering agency must have the ability to, or direct the Contractor to, respond within a specified time to temporarily override the heating, ventilating and air-conditioning (HVAC) and lighting systems.

C.4 Measurement and Verification (M&V) of ECM Performance

- A. Every TO awarded shall include a site-specific M&V plan that specifies the M&V requirements and procedures that shall apply to the TO project, based on various factors, such as type of ECMs, projected value of energy savings, certainty/uncertainty of savings being achieved, and the intended risk allocation between the ordering agency and the Contractor.
- B. The TO M&V plan is the primary vehicle that an ordering agency uses to first document and then to periodically evaluate the performance expectations of the TO project. This document shall be thoroughly understood by the Contractor and ordering agency. It shall, in a clearly understandable format, state where and how energy, water and related cost savings are going to occur and how they are to be calculated and verified. If the scope of work does not include the entirety of a site, or all the systems or significant portions within a building, that situation shall be stated clearly so that the ordering agency and the Contractor are aware of what the TO covers and what it does not. Each building and/or space within a building that will be affected shall be identified. Buildings or portions of buildings that will not be affected shall also be identified. If there are significant energy- or water-using building systems or other energy or water uses within the buildings, which will not be affected by the TO, they shall be identified so that there is clear understanding of the extent to which total energy, water and related costs at the site will be affected. To the extent this information is provided in the proposal, it will be repeated in the M&V plan.
- C. The description of facilities and systems affected by the ECMs serves as the context for determining risks associated with the performance of the ECMs and the likelihood of success in achieving projected savings. The first step in developing an M&V plan will be accomplished through the completion of a Risk, Responsibility and Performance Matrix (Attachment J-7). The matrix indicates the responsibility and performance of actions agreed to by the Contractor and the ordering agency.
- D. The TO M&V plan shall specify the M&V options and methods that will be used for each ECM included in the TO. M&V options and methods proposed for each ECM shall comply with the latest version (in effect at the time of TO award) of the DOE FEMP “M&V Guidelines: Measurement and Verification for Performance- Based Contracts” (See Attachment J-17 for specific website address) and the “International Performance Measurement and Verification Protocol” (IPMVP). If there is a discrepancy between these two documents, the DOE FEMP M&V Guidelines takes precedence. The DOE FEMP M&V Guidelines include a variety of guidelines and tools that will help in the development of a technically rigorous M&V plan, including both optional M&V methods for differing ECMs, and tools for assessing the cost implications of these options. If operation and maintenance savings are included in the TO, then the Contractor shall comply with the latest version (in effect at the time of TO award) of “How to Determine and Verify Operating and Maintenance (O&M) Savings in Energy Savings Performance Contracts”. (See Attachment J-17 for specific website address.)

C.4.1 M&V Activities – The Contractor shall perform the following required M&V activities:

- A. Define a site-specific M&V plan for the particular project being installed, once the project has been fully defined and the Investment Grade Audit (IGA) is completed. This shall occur before the TO is awarded, and the M&V plan will be incorporated into the TO.
- B. Define pre-installation baseline including (a) equipment/systems, (b) baseline energy use, (c) system

performance factors (e.g., lighting levels, temperature set-points, time clock settings, etc.), and/or (d) actions to determine baseline energy use, which may include site surveys, short-term or long-term metering, analysis of billing data, and/or engineering calculations. The pre-installation baseline shall also identify factors beyond the Contractor's control that influence post-installation energy (e.g., building occupancy, weather, plug load creep, etc.). Where such factors beyond the Contractor's control potentially exist, the ordering agency and Contractor will agree on the formal change control process to adjust the baseline, modify savings calculations or otherwise account for such factors. Where feasible, adjustments to the calculation methodology for savings are preferred over changes to the baseline. Such adjustments make it easier to present the actual savings. The Risk, Responsibility and Performance Matrix will guide the identification of factors on which such agreements may need to be reached. The definition of all elements of the pre-installation baseline will be agreed upon before the TO is awarded.

- C. Define post-installation conditions including (a) equipment/systems, (b) post-installation energy use and/or (c) actions to determine post-installation energy use, which may include site surveys, short-term or long-term metering, analysis of billing data, and/or engineering calculations.
- D. Conduct annual M&V activities to verify operation of the installed equipment/systems and calculate the previous year's energy and water savings. Compare verified and guaranteed savings.

C.4.2 M&V Submittals during TO Development and Post-Award

- A. The Contractor shall prepare and submit a general M&V approach with its Preliminary Assessment (PA), identifying the M&V options and methods to determine a site-specific pre-installation baseline and post-installation ECM performance for each proposed ECM.
- B. The Contractor shall prepare and submit a site-specific M&V plan with its proposal, per the requirements in Section H, the M&V Plan outline in Attachment J-8 of this IDIQ contract, and the current standards in the latest version of the DOE FEMP M&V Guidelines. This site-specific M&V plan shall include a schedule indicating M&V activities, recommended level of government witnessing for each ECM per the latest version of DOE FEMP's "Guide to Government Witnessing and Review of Measurement and Verification Activities" (See Attachment J-17 for specific website address), and post-award M&V reporting milestones for each ECM. Prior to installation of ECMs, the ordering agency shall witness measurements and review calculations, records (e.g., utility bills) and other elements of the baseline, to confirm its accuracy and to confirm that methods are consistent with the approved M&V plan, as described in the latest version of FEMP's "Guide to Government Witnessing and Review of Measurement and Verification Activities."
- C. The Contractor shall prepare and submit a post-installation report to the ordering agency, per the report outline in Attachment J-9 of this IDIQ contract, and the current standards in the latest version of the DOE FEMP M&V Guidelines. The post-installation report shall include results of eProject Builder (ePB) output (see Attachment J-15 for instructions), and M&V data and calculations. This report shall verify that installed ECMs will meet the required standards of service and the guaranteed annual energy, water, and related cost savings specified in the awarded TO. Inspections and measurements conducted by the Contractor for this post-installation report shall be witnessed by the ordering agency, in accordance with FEMP's "Guide to Government Witnessing and Review of Measurement and Verification Activities." The post-installation report shall be reviewed as recommended in the latest version of DOE FEMP's "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects" (See Attachment J-17 for specific website address), and must be accepted in writing, by the authorized ordering agency official(s).
- D. The Contractor shall prepare and submit an annual M&V report to the ordering agency, per the annual M&V report outline in Attachment J-10 of this IDIQ contract, and the current standards in the latest version of the DOE FEMP M&V Guidelines. The annual M&V report shall include results of ePB output (Attachment J-15), and data and calculations that demonstrate that continued ECM performance achieves the guaranteed annual energy, water, and related cost savings as required by the TO. Inspections and measurements conducted by the Contractor for this annual M&V report shall be witnessed by the ordering agency in accordance with FEMP's "Guide to Government Witnessing and Review of Measurement and

Verification Activities.” The annual M&V report shall be reviewed, as recommended in the latest version of DOE FEMP’s “Reviewing Post-Installation and Annual Reports for Federal ESPC Projects,” and must be accepted, in writing, by the authorized ordering agency official(s). Review and acceptance of the annual M&V report, in accordance with FEMP’s “Guide to Government Witnessing and Review of Measurement and Verification Activities” constitutes documentation to determine amount of Contractor payment.

- E. Each annual M&V report shall include a section that documents, on a continuous, annual basis, the changes or impacts that have affected the ability of the project to generate energy savings. This “running log of impacts”, with associated impact on energy savings, is included so that when these become significant, a TO adjustment can be investigated. The ordering agency will adjust the TO when it is in the economic best interest of the Government to make the necessary changes.
- F. Each annual M&V report shall include a copy of each year’s previous comments and responses in the appendix to the report. This brings consistency to the M&V evaluation process.

C.5 Installation Requirements for ECMs

Unless otherwise specified by the ordering agency in its TO RFP, the Contractor shall comply with the following installation requirements for ECMs.

C.5.1 Design and Construction Package

- A. The Contractor shall prepare and submit a design and construction package to the ordering agency for review and approval prior to starting ECM installation in accordance with Attachment J-4, Sample Deliverables for TOs. The design and construction package shall be certified (stamped) by a licensed professional engineer in the State where the work is performed to assure compliance with applicable building codes and the ordering agency’s design standards. The TO will specify site-specific requirements of the design and construction package. Acceptance of the design and construction package by the ordering agency shall not relieve the Contractor from responsibility for meeting facility standards of service and guaranteed cost savings.
- B. The design and construction package due date will be negotiated between the Contractor and the ordering agency and specified in the TO. Phased design and construction may be allowed and specified by the ordering agency in the TO. Upon approval of the design and construction package, bonds will be required in accordance with Section H.7.
- C. The design and construction package shall be prepared and shall include at least the following:
 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, catalog cuts and installation guidelines and warranty considerations.
 2. *Design and Construction Specifications* – Unless otherwise specified by the ordering agency, the Contractor shall identify and reference design and construction specifications applicable to installed ECMs.
 3. *Construction Drawings* – Construction drawings shall be prepared by the Contractor, subcontractor, or any lower-tier subcontractor.
 4. *Planned Service Interruptions* – If any utility services must be discontinued temporarily to perform work, such interruptions shall be described and indicated on the project installation schedule. The description shall include the length of the interruption, its time (date, day of week, time of day, etc.), and a justification. Required service interruptions shall be scheduled per Section C.5.6 of the IDIQ contract.
 5. *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, or show its location on the ordering agency's existing site plan. The Contractor shall also provide plan and elevation drawings of the facility or exterior structure showing its size and exterior appearance.

6. *Acquisition of Permits* – For any ECM installation requiring permits from regulatory agencies, the Contractor shall provide its plan and schedule for acquiring such permits in accordance with ordering agency instructions and requirements.
 7. *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, and inspections). The schedule shall be in the 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.
- D. Design documents will require both a preliminary and final review by the ordering agency. Each TO will specify the submittal requirements associated with each review.

C.5.2 Design and Construction Standards

- A. A TO issued against this IDIQ contract will specify design and construction standards applicable to site or ordering agency specific facility requirements. At a minimum, all ECMs, work, equipment and materials required for ECM installation shall comply with the most recent issue of the design and construction standards indicated in the TO, as applicable. If a publication required by an individual ECM is not listed below, the Contractor shall utilize one that has national/ international application. The following list of standards is provided as a guideline for establishing these requirements.
- 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)
 - International Building Code (IBC)
 - International Plumbing Code (IPC)
 - International Mechanical Code (IMC)
 - American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)
 - ASHRAE 62
 - ASHRAE 90.1
 - Army Corps of Engineers Safety Manual
 - National Historic Preservation Act, as applicable
 - Illuminating Engineering Society of North America (IESNA)
 - American Institute of Architects (AIA) Master Specification
 - Air-Conditioning and Refrigeration Institute (ARI)
 - Occupational Safety and Health Administration (OSHA) regulations
 - Other design standards required by the ordering agency
- B. No requirement of this IDIQ contract shall supersede applicable regulations, local codes and/or standards. Any violation of such regulations and standards shall be brought to the attention of the authorized ordering

agency official(s) for clarification or direction prior to proceeding with the work.

- C. If conflicts between designated applicable codes and/or standards exist, the ordering agency CO and applicable authority having jurisdiction over said codes and/or standards 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 TO's performance requirements. The Contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for any non-federal organization, such as a utility or other regulatory agency. The Contractor shall prepare an ECM Quality Control Inspection Plan for review and acceptance by the ordering agency. Any changes to the ECM Quality Control Inspection Plan shall be submitted for review and acceptance to the ordering agency. The ECM Quality Control Inspection Plan shall be prepared and submitted in accordance with the TO reporting requirements.
- B. The ECM Quality Control Inspection Plan shall detail the procedures, instructions, and reports that ensure compliance with the TO and this IDIQ contract. This plan shall include, as a minimum:
 1. The quality control organization, in chart form, showing the relationship of the quality control organization to the Contractor's organization.
 2. Names and qualifications of personnel in the quality control organization.
 3. Area of responsibility and authority of each individual in the quality control organization.
 4. A listing of outside organizations, such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor, and a description of the services these firms will provide.
 5. Procedures for reviewing all shop drawings, samples, certificates, or other submittals, including the names of the persons authorized to sign the submittals for the Contractor.
 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 ordering agency. The Contractor shall also prepare and maintain a testing plan that shall contain a listing of all tests required by the TO and this IDIQ contract.
 8. The ECM Quality Control Inspection Plan shall be submitted to the ordering agency for review and approval as a separate stand-alone document at the same time as the required Design and Construction Package, after award of the TO.
 9. Final quality control records shall be consolidated and provided to the authorized ordering agency official(s).

C.5.4 ECM Commissioning— The Contractor shall assure the ordering agency, through the ECM Commissioning, that the ECMs performance achieves facility and/or process performance requirements as set out in the TO. The ECM Commissioning shall be accomplished through a process of verification and documentation, in accordance with the “Commissioning Guidance for ESPCs,” provided on the DOE FEMP website. (See Attachment J-17 for specific website address.)

- A. ECM Commissioning Approach – The Contractor shall submit in its TO proposal a severable ECM Commissioning Approach document, that utilizes site specific data and factors needed to achieve facility performance requirements in accordance with the TO.
- B. ECM Commissioning Plan – After the ordering agency reviews and accepts the design and construction package, the Contractor shall provide a Commissioning Plan to the ordering agency for acceptance that finalizes the Commissioning Approach and addresses each ECM with specific steps that will be taken during the commissioning process.
- C. ECM Commissioning Report – The Contractor shall submit to the ordering agency a Commissioning Report documenting the ECM's affect upon facility performance requirements in accordance with the Commissioning Plan and ordering agency requirements.

C.5.5 Environmental Protection

- A. Impacts on air quality (pollutants, noise level, and odors or fumes) and potable water use are examples of potential areas of concern at the project site. Any ECM and related work shall comply with the National Environmental Policy Act (NEPA) and other applicable federal, State and local environmental protection regulations. The TO will identify specific known hazardous waste handling and storage requirements (e.g., Polychlorinated Biphenyl (PCB) ballasts removed from lighting fixture retrofits).
- B. The Contractor shall comply with applicable federal, State and local laws and with the applicable regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the ordering agency CO. Authorized ordering agency officials may inspect any of the Contractor's work areas on a no-notice basis during normal working hours. The Contractor shall indemnify and hold the Government (including the ordering agency, DOE, and/or any person acting on behalf of the Government) harmless for any and all liability, including attorneys' fees and legal costs, resulting from the Contractor's noncompliance or violation of any applicable federal, State or local law, regulation or standard regarding environmental protection. In the event that a regulatory agency assesses a monetary fine against the ordering agency for violations caused by the Contractor's actions or inaction, the Contractor shall immediately reimburse the ordering agency for the amount of any fine and other related costs paid. The Contractor shall also clean up any oil spills, hazardous wastes, and hazardous materials resulting from the Contractor's operations. The Contractor shall comply with the instructions of the ordering agency's designated safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of federal or civilian personnel.
- C. The Contractor shall prepare all documentation necessary to support obtaining permits to comply with all applicable federal, State and local requirements prior to implementing affected ECMs in the performance of a TO. The Contractor shall not receive a notice to proceed with installation from the ordering agency until all applicable environmental protection requirements contained in this IDIQ contract and the TO have been satisfied.
- D. The Contractor shall comply with all applicable regulations and with the requirements of the latest edition of the applicable ordering agency's Spill Prevention Control and Countermeasures Plan, or similar plan, and specific requirements of the TO.

C.5.6 Service Interruptions

- A. For any planned utility service interruptions, the Contractor shall furnish a request to the authorized ordering agency official(s) for approval as specified in the TO. The request shall identify the affected buildings, utility service, and duration of planned outage.
- B. The ordering agency will coordinate with affected tenants and customers as applicable.
- C. Ordering agencies may have additional requirements that apply to specific TOs and, if applicable, such additional requirements shall be specified in the TO.

C.5.7 As-Built Drawings (Record Drawings) – After completion of installation and prior to Government acceptance of installed ECMs, the Contractor shall submit as-built drawings to the ordering agency in accordance with ordering agency standards or specifications identified in the TO.

C.6 Operation of ECMs

- A.** Operations work effort for installed ECMs 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 the TO. Regardless of who performs the operations, the Contractor shall be responsible for the operations of all installed ECMs.
- B.** When the implementation of an installed ECM results in a change in an existing operations work procedure, the Contractor shall prepare a revised written operations work procedure and checklist for written acceptance by the ordering agency. The Contractor shall train designated personnel in the operations work procedures.
- C.** The performance of ECM operations may be assumed by the ordering agency through mutual agreement of the Contractor and the ordering agency. In such cases, the ordering agency will operate the ECM in accordance with the Contractor-provided operations work procedures. The Contractor shall conduct periodic inspections with sufficient frequency to determine ordering agency compliance with operations work procedures and notify the ordering agency of any noncompliance and necessary corrective action.
- D.** The Contractor shall maintain adequate and necessary records from inspections, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, initial date of incident, date repair and/or replacement implemented, and description of activities performed and shall be included in the annual M&V report.
- E.** When the ordering agency assumes performance of ECM operations, the ordering agency will maintain adequate and necessary records from inspections, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, date repair and/or replacement implemented, and description of activities performed and will be provided to the Contractor to be included in the annual M&V report.

C.7 Preventive Maintenance of ECMs

- A.** Preventive maintenance work includes periodic equipment inspections, tests, calibrations, and preventive maintenance tasks and actions required to ensure that systems operate as intended. Regardless of who performs the preventive maintenance, the Contractor shall be responsible for preventive maintenance of all installed ECMs.
- B.** The Contractor shall prepare a written definition of preventive maintenance requirements and preventive maintenance work procedure and checklist for each installed ECM. The Contractor shall train designated personnel in the revised preventive maintenance work procedures.
- C.** The ordering agency may assume performance of preventive maintenance through mutual agreement of the Contractor and the ordering agency. If the ordering agency assumes preventive maintenance work, the equipment shall be maintained in accordance with the preventive maintenance work procedures and checklists provided by the Contractor and accepted by the ordering agency. The Contractor shall conduct periodic inspections with sufficient frequency to determine ordering agency compliance with preventive maintenance work procedures and notify the ordering agency of any noncompliance and necessary corrective action.
- D.** The Contractor shall maintain adequate and necessary records from inspections, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, date

the repair and/or replacement was implemented, and description of activities performed and shall be included in the annual M&V report.

- E. When the ordering agency assumes performance of preventive maintenance, the ordering agency will maintain adequate and necessary records from inspections, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, date the repair and/or replacement was implemented, and description of activities performed and will be provided to the Contractor to be included in the annual M&V report.

C.8 Repair of ECMs

- A. The Contractor shall be responsible for the repair of all installed ECMs. However, performance of ECM repairs may be assumed by the ordering agency through mutual agreement with the Contractor, as specified in the TO. Regardless of who performs the repair of installed ECMs, the Contractor shall be responsible for repair of all installed ECMs.
- B. Repair of ECMs includes all labor, equipment, and materials associated with the replacement or repair of facilities, systems, or equipment that has failed or in a condition of diminished ECM performance, as determined by the Contractor or ordering agency, and concurred to by both parties.
- C. The Contractor shall maintain adequate and necessary records of ECM repairs, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, date the repair and/or replacement was implemented, and description of activities performed and shall be included in the annual M&V report.
- D. When the ordering agency assumes performance of ECM repairs, the ordering agency will maintain adequate and necessary records of such ECM repairs, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, date the repair and/or replacement was implemented, and description of activities performed and will be provided to the Contractor to be included in the annual M&V report.

C.8.1 Equipment Failure – If equipment failure or damage is a result of the Contractor's failure to perform or negligence in performing repairs, the Contractor shall provide repair or replacement at its expense or, if repaired or replaced at ordering agency expense, the Contractor shall reimburse the ordering agency for any and all costs and losses attributable to the Contractor's failure or negligence.

C.9 Contractor Maintenance and Repair Response Time

- A. The Contractor shall establish a point of contact (name, phone number, and email address) for use by the ordering agency in notifying the Contractor of necessary equipment maintenance or repair. The point of contact shall be available as specified in the TO throughout the TO's term. Initial telephone response to maintenance or repair calls shall be within the timeframe specified in the TO. If a site visit is needed to maintain or repair equipment, Contractor personnel shall arrive on site within the timeframes specified in the TO for emergency and nonemergency maintenance and repair.
- B. Emergency maintenance and repair work is defined as maintenance or repair necessary to correct an existing or imminent failure to meet the Facility Performance Requirements of ECMs, Section C.3, or any action necessary to protect the safety or health of the facility occupants and prevent adverse impacts on property. The required Contractor response time for maintenance and repair will be indicated within each ECM.
- C. In the event the Contractor fails to respond as required in the TO and in the event of emergencies, the ordering agency may incur expenses to perform emergency repairs to Contractor-installed equipment as well as ordering agency equipment for which the Contractor assumed maintenance and repair responsibilities. The Contractor shall indemnify and hold the ordering agency harmless in such cases where

the Contractor fails to respond as specified in the TO for emergencies. The Contractor shall promptly reimburse the ordering agency for any and all costs incurred in responding to such emergencies. Such reimbursement may include the ordering agency adjusting the payment schedule, as necessary, to recover such costs.

C.10 Operations and Maintenance (O&M) Manuals and Training for ECMs

C.10.1 Operations and Maintenance Manuals – The Contractor shall furnish O&M manuals and recommended spare parts lists for O&M of the Contractor installed ECMs and modified ordering agency equipment. O&M plans and spare parts lists shall be submitted prior to ordering agency acceptance of the project, as specified in the TO.

C.10.2 Ordering Agency Personnel Training for ECMs – The Contractor shall provide a training program for ordering agency personnel and/or ordering agency contractors for each ECM in a project. The program shall provide instruction on operation, troubleshooting, maintenance, and repair of ECMs. Training shall include both a classroom phase and a field demonstration phase. The course material shall include the operation and maintenance plans and manuals. The program shall be conducted at the TO's specified site(s) in facilities provided by the ordering agency or as otherwise directed by the ordering agency.

- A. Thirty days prior to the installation completion, the Contractor shall train ordering agency personnel and/or ordering agency contractors to operate, maintain, and repair ECM equipment and systems in the event of emergencies, unless otherwise specified in the TO.
- B. The Contractor shall train ordering agency personnel and/or ordering agency contractors to operate, maintain, and repair ECM equipment on an annual basis, unless otherwise specified in the TO.

C.11 Government Projects

The ordering agency shall notify the Contractor when ordering agency projects are to be implemented that may impact the installation or operations of Contractor-installed ECMs. If the ordering agency project affects annual energy savings, the ordering agency will determine whether to adjust the savings calculation methodology in the M&V plan, or negotiate a baseline change, or implement some other corrective methodology.

C.12 Financial, Tax, or Other Incentives for Energy Efficiency and Renewable Energy and Water Projects

The Contractor shall be responsible for determining the source, value, and availability of any applicable financial, tax, or other incentives for the project and shall collaborate with the ordering agency to consider all available incentive options, including but not limited to those described in this Section C.12. The Contractor shall evaluate and obtain all available incentives and shall apply such incentives to offset the project cost to the ordering agency, unless otherwise directed by the ordering agency. Unless otherwise specified in the TO, interest in and ownership of all financial, tax, or other incentives resulting from renewable energy produced on-site at a Federal facility will remain with the ordering agency.

C.12.1 Energy Efficiency and Renewable Energy and Water Financial Incentives – The Contractor shall be responsible for evaluating the benefits available to the ordering agency by utilizing a variety of programs. This includes, but is not limited to, applicable energy efficiency and renewable energy and water financial incentives, including rebates, offered by the local utility serving the facility and/or State and local government incentives. The Contractor's assessment shall address whether the value of the incentives exceeds the administrative costs to be incurred by the Contractor or the ordering agency in acquiring such incentives.

The Contractor shall be responsible for coordinating with the ordering agency for preparation of any and all documentation required to apply for any applicable financial incentives and to effectively apply for such incentives to the project. The Contractor shall provide the value of incentives and proposed timing of payments in TO Schedule 3 (generated through ePB), and describe how incentives affect post-acceptance performance period project cash flow, such as principal repayment or reducing financed amount.

C.12.2 Energy Efficiency and Renewable Energy and Water Project Emission Reduction Credits – The Contractor shall be responsible for considering the ordering agency benefits of utilizing emission reduction credit programs offered by the federal, State, regional, or local air quality organizations. The Contractor’s assessment shall address whether the value of the incentives exceeds the administrative costs to be incurred by the Contractor or the ordering agency in acquiring such incentives.

The Contractor shall be responsible for coordinating with the ordering agency for preparation of any and all documentation required to apply for available emission reduction credits and to effectively address the alternatives for implementing and leveraging the financial benefits of emissions reduction credits for the project. The Contractor shall provide the value of emissions reduction credits and proposed timing of payments in TO Schedule 3 (generated through ePB), and describe how the credits affect post-acceptance performance period project cash flow, such as principal repayment or reducing financed amount.

C.12.3 Renewable Energy Credit (REC) - The Contractor shall be responsible for considering the ordering agency benefits of REC sales for renewable energy projects on federal property. The Contractor will identify available compulsory or voluntary markets and describe the renewable annual energy production and valuation alternatives of REC sales. The Contractor’s assessment shall address whether the value of RECs exceeds the administrative costs to be incurred by the Contractor or the ordering agency in acquiring, selling, or otherwise administering the RECs.

The Contractor shall consider federal renewable energy requirement goals and other ordering agency renewable energy purchase goals. The Contractor shall discuss with the ordering agency proposed approaches to achieving any double-counting provisions for renewable energy produced and used on-site at the Federal facility. Unless otherwise specified in the TO, interest in and ownership of all RECs resulting from renewable energy produced on-site at a federal facility will remain with the ordering agency.

The Contractor shall be responsible for coordinating with the ordering agency for preparation of any and all documentation required to acquire revenues for REC sales and to effectively address alternatives for implementing and leveraging the REC sales revenue financial benefits for the project. The Contractor shall provide the value of RECs and proposed timing of payments in TO Schedule 3 (generated through ePB), and describe how REC payments affect post-acceptance performance period project cash flow, such as principal repayment or reducing financed amount.

C.12.4 White Tags™, also known as Energy Savings Certificates – The Contractor shall be responsible for considering the ordering agency benefits of applying for White Tags™, as available, for TO energy efficiency measures on federal property. The Contractor will identify applicable ECMs and White Tags™ certification requirements. The Contractor’s assessment shall address whether the value of the White Tags™ exceeds the administrative costs to be incurred by the Contractor or the ordering agency in applying for, selling, or otherwise administering the White Tags™. Unless otherwise specified in the TO, interest in and ownership of all White Tags™ resulting from energy efficiency projects on-site at a federal facility will remain with the ordering agency.

The Contractor shall be responsible for coordinating with the ordering agency for preparation of any and all documentation required to acquire revenues from White Tag certificates and to effectively address the alternatives for implementing and leveraging the White Tag sales revenue financial benefits for the project. The Contractor shall provide the value of White Tags™ and proposed timing of payments in TO Schedule 3 (generated through ePB), and describe how White Tags™ payments affect post-acceptance performance period project cash flow, such as principal repayment or reducing financed amount.

C.12.5 Energy Efficiency and Renewable Energy and Water Project Tax Incentives – The Contractor shall be responsible for considering the ordering agency benefits of leveraging any federal, State or local tax incentives for energy efficiency or renewable energy projects. The ordering agency recognizes that nongovernmental ownership of the affected energy efficiency and renewable energy and water asset may be required in order to capture the benefits of Investment and Production Tax Credits and Modified Accelerated Cost Recovery System (MACRS) accelerated depreciation.

The Contractor shall address, for ordering agency consideration, IRS regulation compliance requirements and proposed energy efficiency and renewable energy and water ECM owner/agency transactions to fully support successful leveraging of energy efficiency and renewable energy and water tax incentive benefits in TOs. In its assessment, the Contractor shall discuss the value of energy efficiency and renewable energy and water tax benefits and how the tax benefits affect the project's post-acceptance performance period project cash flow in TO Schedule 3 (generated through ePB), such as reduced project interest rate or principal repayment.

C.13 Availability of Utilities

The ordering agency will furnish water and electric current at existing outlets, as may be required for the installation work to be performed under a TO, at a cost of the usage mutually agreed to by the Contractor and the ordering agency. The Contractor shall, in a workmanlike manner satisfactory to the ordering agency, install and maintain all necessary temporary connections and distribution lines for each utility and return the system to the original configuration. Information concerning the location of existing outlets may be obtained from the ordering agency.

C.14 Work Schedule Requirements

The Contractor shall arrange its on-site work so that it will minimize interference with normal ordering agency business. At a minimum, the Contractor shall submit a monthly work schedule for ordering agency approval for all on-site work performed under the TO. In no event shall the Contractor change approved work schedules without the prior consent of the authorized ordering agency official.

[END OF SECTION C]

Section D - Packaging and Marking

D.1 Preservation, Packaging and Packing

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (in effect at time of shipment) and each shipping container or each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the authorized ordering agency official and the Contractor.

D.2 Packing List

Unless otherwise specified in the TO, a packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- A. Name and address of the Contractor;
- B. Name and address of the ordering agency;
- C. Government TO or requisition number;
- D. Government bill of lading number covering the shipment (if any); and
- E. Description of the material shipped, including item number, quantity, number of containers, package number (if any), and weight of each package

D.3 Initial Packing, Marking, and Storage of Equipment

Unless otherwise specified in the TO, all initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be made at the Contractor's expense. Such packing, supervision marking and storage costs shall not be billed to the ordering agency. Supervision of packing and unpacking of initially acquired equipment shall be furnished by the Contractor.

[END OF SECTION D]

Section E - Inspection and Acceptance

E.1 Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. For any fill-in clauses listed below, the ordering agency is responsible for incorporating and completing each clause in full text in the TO. Ordering agencies may incorporate additional agency specific clauses as required:

52.246-2	Inspection of Supplies - Fixed-Price. (AUG 1996)
52.246-4	Inspection of Services - Fixed-Price. (AUG 1996)
52.246-12	Inspection of Construction. (AUG 1996)
52.246-13	Inspection - Dismantling, Demolition, or Removal of Improvements. (AUG 1996)
52.246-16	Responsibility for Supplies. (APR 1984)

E.2 Inspection of Installed ECMs

Each TO may include additional agency-specific and/or site-specific inspection requirements. Unless otherwise indicated in the TO, the following general inspection requirements shall apply to each TO:

- A. The Contractor shall notify the ordering agency CO no less than 15 working days in advance of ECM(s) installation completion (or such other notification period as may be specified in a TO) by submitting a written request for inspection. The request shall identify the location, describe the ECM(s) installed, schedule testing of the ECM(s) for verifying energy savings performance, and recommend dates for inspection.
- B. The ordering agency shall provide a written response to the Contractor of the scheduled date and time for agency inspection within 10 working days after receipt of the Contractor notification of ECM installation completion and request for inspection (or such other period as may be specified in TO).
- C. The ordering agency and Contractor shall jointly inspect ECMs to facilitate mutual agreement on satisfactory TO ECM performance. As a result of the inspection, and if necessary, the authorized ordering agency official will approve a punch list of items to be resolved before the ECM is accepted. The punch list will be provided to the Contractor or, if provided by the Contractor, it will be reviewed and, if approved, notice of acceptance provided by the ordering agency CO within 5 working days after the inspection (or such other period as may be specified in TO). The Contractor will complete the punch list items within 20 working days and notify the ordering agency CO upon completion. During the time after the punch list is finalized, any additional punch list items identified will be handled as a post-acceptance warranty issue.

E.3 Acceptance

E3.1 Partial Project Acceptance – After the Contractor notifies the ordering agency CO that punch list items have been completed in accordance with Section E.2, the ordering agency CO will review the notification and, if approved, provide a notice of acceptance within 5 working days after the inspection (or such other period as may be specified in the TO). The ordering agency CO may agree to pay the Contractor for an accepted ECM(s), with verified implementation period cost savings, as specified in the TO documents. Testing of the ECM(s) for verifying energy savings performance shall be completed in accordance with the M&V plan prior to an implementation period Contractor payment. Implementation period Contractor payments shall reduce the project Total Amount Financed (Principal) and related debt service payments during the TO post-acceptance performance period, as specified in the TO.

E3.2 Full Project Acceptance

- A.** After installation of all ECMs, the ordering agency CO will notify the Contractor in writing of full project acceptance, which will constitute the start of the post-acceptance performance period and commencement of post-acceptance Contractor payments. Ordering agency acceptance, for purposes of payment, and in accordance with Section G, occurs when the following are completed:
1. Acceptance by the ordering agency CO of the Contractor's post-installation report;
 2. Acceptance by the ordering agency CO of Contractor's ECM Commissioning Report;
 3. The project inspection is conducted pursuant to Section E.2; and
 4. Submission of additional TO requirements prior to acceptance:
 - i. Operations work procedures
 - ii. Preventive maintenance work procedures
 - iii. O&M manuals and spare parts lists
 - iv. Training
 - v. As Built Drawings (Record Drawings)
- B.** Prior to the awarding of a TO, the ordering agency CO and Contractor shall mutually agree on the anticipated schedule for the Contractor report submittals and the duration for ordering agency review for acceptance. This schedule shall then be incorporated into the TO.

[END OF SECTION E]

Section F - Deliveries or Performance

F.1 Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. For any fill-in clauses listed below, the ordering agency is responsible for incorporating and completing each clause in full text in the TO. Ordering agencies may incorporate additional agency specific clauses as required:

52.211-10	Commencement, Prosecution, and Completion of Work. (APR 1984)
52.211-16	Variation in Quantity. (APR 1984)
52.211-18	Variation in Estimated Quantity. (APR 1984)
52.242-14	Suspension of Work. (APR 1984)
52.242-15	Stop-Work Order. (AUG 1989)
52.242-17	Government Delay of Work. (APR 1984)
52.247-34	F.o.b. Destination. (NOV 1991)

F.2 Period of Performance

This IDIQ contract will have a base ordering period of 60 months and one 18 month option ordering period, for a total ordering period of performance of 78 months, if the option is exercised. The anticipated ordering periods of performance are as follows:

Base Ordering Period:	April 27, 2017 – April 26, 2022
Option Ordering Period 1:	April 27, 2022 – October 26, 2023

The effective period of performance for this IDIQ contract starts on the date of award and ends on the last date of Task Order performance as specified under Section I.7.

F.3 Task Order Period of Performance

The TO period of performance will be specified in each TO. Under 42 U.S.C. § 8287, federal agencies are authorized to enter into ESPC multiyear TOs for a period not to exceed 25 years.

F.4 Exercise of Options

The DOE has included one 18 month option period to extend the term of this IDIQ contract. When deciding whether to exercise the option, the DOE IDIQ Contracting Officer will consider evidence provided by the Contractor of active project development and/or engagement with an ordering agency, as well as the quality of the Contractor's performance and the requirements specified at FAR 17.207-Exercise of Options. For purposes of DOE's determination whether to exercise the option, the Contractor shall demonstrate that it is actively engaged with an ordering agency and that a TO award can be achieved prior to the expiration of the option period.

F.5 Place of Performance

Place of performance shall be specified in the ordering agency's TO.

F.6 Deliverables and Submittals

F.6.1 Ordering Agency Requirements – Specific ordering agency deliverables will be specified in each TO. Attachment J-4 of this IDIQ contract provides recommended deliverables for TOs.

F.6.2 DOE Requirements – Unless otherwise specified by the DOE IDIQ Contracting Officer, the Contractor shall distribute the required deliverables to the DOE via the EERE Project Management Center (PMC). Guidance on how to access and use the PMC can be referenced in the PMC Upload Instructions, Attachment J-14. As a reminder, the Contractor shall also upload the TO Schedules (for Preliminary Assessments and Proposals) and data for M&V Reports to ePB (Attachment J-15). The required deliverables are as follows:

Required Deliverable	Due By
Preliminary Assessment (See Section H.4)	Within 10 calendar days of receiving a successful notification of intent to award by the ordering agency CO
Final Proposal with Investment Grade Audit – Pre-Award (See Section H.5)	Within 10 calendar days after submission to the ordering agency
Proposal – Accepted (See Section H.5)	Within 10 calendar days after award
Signed TO awards with all attachments (See Section H.3)	Within 10 calendar days after award
Final TO modification proposals – Pre-Award (except payment and other administrative modifications)	Within 10 calendar days after submission to the ordering agency
Signed TO modifications with all attachments (See Section H.5)	Within 10 calendar days after award of the modification
Commissioning Report – Accepted with comments and edits (See Section C.5.4)	Within 30 calendar days after acceptance of report by the ordering agency
Post Installation M&V Report – Accepted with comments and edits (See Section C.4.2)	Within 30 calendar days after acceptance of report by the ordering agency
Notice of Agency Project Acceptance (See Section E.3)	Within 10 calendar days after receipt from ordering agency.
Annual M&V Reports – Accepted with comments and edits (See Section C.4.2, Paragraph D)	Within 30 calendar days after acceptance of each annual report by the ordering agency
Annual Small Business Subcontracting Report (Task Order-specific – see 13 C.F.R. § 125.3(h) and DOE FEMP ESPC IDIQ Ordering Guide, Section E.11)*	The Annual Small Business Subcontracting Report shall be submitted within 30 days after September 30 each year of the Task Order.

* The Annual Small Business Subcontracting Report is in addition to the Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) required by other than small business contractors under FAR clause 52.219-9.

[END OF SECTION F]

Section G - IDIQ Contract and Task Order Administration

G.1 IDIQ Contract Administration

Administration of this IDIQ contract shall be accomplished by the DOE/ Office of Energy Efficiency and Renewable Energy (EERE) Golden Field Office.

G.1.1 DOE IDIQ Contracting Officer Authority – The DOE IDIQ Contracting Officer is responsible for administration of this IDIQ contract. The DOE IDIQ Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with Section G.1.2, DOE IDIQ Contracting Officer's Representative, to perform specifically delegated functions. The DOE IDIQ Contracting Officer is the only individual who has the authority on behalf of the Government to take the following actions under this IDIQ contract. This list is not all-inclusive.

- A. Issue a change in accordance with the clause entitled Changes;
- B. Change the Delivery Percentages or pricing of this IDIQ contract;
- C. Change any of the terms, conditions, specifications, or services required by this IDIQ contract; and
- D. Waive any requirement of this IDIQ contract.

G.1.2 DOE IDIQ Contracting Officer's Representative – Pursuant to the clause at DEAR 952.242-70, Technical Direction and when an appointment is determined necessary, the DOE IDIQ Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this IDIQ contract, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The DOE IDIQ COR has the authority to perform only those functions expressly set forth in the written designation from the DOE IDIQ Contracting Officer.

G.1.3 Contractor's Managing Official for the IDIQ Contract.

- A. The Contractor shall designate a Managing Official who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Managing Official shall be the primary point of contact between the Contractor and the DOE IDIQ COR, as well as the DOE IDIQ Contracting Officer, under this IDIQ contract.
- B. The Managing Official shall receive and execute, on behalf of the Contractor, such technical directions as the DOE IDIQ COR may issue within the terms and conditions of the contract.

G.1.4 Contract Administration of the IDIQ Contract – To promote timely and effective contract administration, correspondence delivered to the Government under this IDIQ contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- A. Technical correspondence. Technical correspondence shall be addressed to the DOE IDIQ COR for this IDIQ contract, and a copy of any such correspondence shall be sent to the DOE IDIQ Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.
- B. Other Correspondence.
 - 1. Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the DOE IDIQ Contracting Officer.

2. If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence (other than technical correspondence and correspondence regarding patent or rights in data) including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of this IDIQ contract, shall be addressed to the DOE IDIQ Contracting Officer. Copies of all such correspondence shall be provided to the DOE IDIQ COR.
 3. Where a Government Contract Administration Office, other than DOE, is designated on Standard Form 33 (Block 24) of this IDIQ contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the DOE IDIQ Contracting Officer and the DOE IDIQ COR.
- C. Contact Information. All correspondence related to the administration of the IDIQ contract shall be sent to:

Department of Energy / EERE / Golden Field Office
 Attn: DOE IDIQ Contracting Officer (or Contracting Officer's Representative, Intellectual Property Counsel)
 15013 Denver West Parkway
 Golden, CO 80401

Email: FEMP@ee.doe.gov (or IPLegalReviews@ee.doe.gov)

Additional DOE contact information is available on the FEMP website. (See Attachment J-17 for specific website address.)

G.2 Task Order (TO) Administration

Administration of TOs issued against this IDIQ contract shall be accomplished by the ordering agency identified in the TO.

G.2.1 Ordering Agency Contracting Officer Authority – The ordering agency Contracting Officer (CO) is responsible for administration of the ordering agency's TO. The ordering agency CO may appoint a Contracting Officer's Representative (COR) and/or Contracting Officer's Technical Representative (COTR), in accordance with ordering agency procedures, to perform specifically delegated functions. The ordering agency CO is the only individual who has the authority on behalf of the Government to take the following actions under the TO. This list is not all-inclusive.

- A. Assign additional work within the general scope of the TO;
- B. Issue a change to the TO in accordance with the clause entitled Changes;
- C. Change the cost or price of the TO, keeping in mind that –
 1. TOs awarded against this IDIQ contract shall be firm fixed price;
 2. Changes to meet design or performance requirements of the TO shall be at no additional cost to the ordering agency, unless agreed to in advance by the ordering agency; and
 3. Changes in Contractor cost due to ordering agency changes to the TO requirements will be negotiated by the ordering agency;
- D. Change any of the terms, conditions, specifications, or services required by the TO;
- E. Accept non-conforming work under the TO; and
- F. Waive any requirement of the TO.

G.2.2 Ordering Agency COR/COTR – In accordance with ordering agency procedures and when an appointment is determined necessary, the ordering agency CO may designate in writing a COR/COTR for the TO, and provide

a copy of such designation to the Contractor, including the delegated responsibilities and functions. The ordering agency COR/COTR will have the authority to perform only those functions expressly set forth in the written designation from the ordering agency CO.

G.2.3 Contractor's Project Manager for the ESPC TO Project.

- A. The Contractor shall designate a Project Manager (or other appropriate official) who will be the Contractor's authorized supervisor for technical and administrative performance of all work under each ESPC TO project. The Project Manager shall be the primary point of contact between the Contractor and the ordering agency COR/COTR, as well as the ordering agency CO, under each TO.
- B. The Project Manager shall receive and execute, on behalf of the Contractor, such technical directions as the ordering agency COR/COTR may issue within the terms and conditions of the TO.

G.2.4 Administration of the Ordering Agency Task Order – To promote timely and effective TO administration, correspondence delivered to the ordering agency under each ESPC TO project shall reference the contract number, task order number (when known), title, and subject matter, and shall be subject to the procedures specified by the ordering agency.

G.3 Invoicing Instructions

The Contractor shall submit invoices in accordance with the specific ordering agency instructions provided in each TO awarded under this IDIQ contract. These instructions may vary by ordering agency and/or TO.

G.4 Invoice Submittal and Payment Schedule

- A. Payments to the Contractor will commence when acceptance by the ordering agency is obtained as required under Section E.
- B. The frequency of payments, including any partial payments, from the ordering agency to the Contractor will be as negotiated and specified in the TO. Options of payment frequency include, but are not limited to, monthly, quarterly, annual in advance (preferably with debt service only in advance and post-acceptance performance period payments in arrears), or annual in arrears.

G.4.1 DOE TO Specific Invoicing and Payment Procedures – For DOE TO projects, Contractor payments will be made by reimbursement through the Automated Clearing House (ACH) Vendor Invoicing Portal & Electronic Reporting System (VIPERS).

- A. Method of Payment - Payment will be made by reimbursement through ACH. Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under a DOE TO.
- B. Requesting Reimbursement – Contractors shall submit vouchers electronically through DOE's Oak Ridge Financial Service Center (ORFSC) VIPERS. VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning Contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>. A paper copy of a voucher that has been submitted electronically will not be accepted.
- C. Payments – As specified in the DOE TO, the Contractor shall submit an electronic invoice for payment via the VIPERS website system. Invoices will be approved and paid upon the basis of correct and approved invoice submission and receipt of deliverables which will reflect timeliness of and conformance to tasks and deliverables as described in the TO.

The DOE approving official will approve the invoice as soon as practicable but not later than 30 days after the Contractor's request is received, unless the billing is improper. Upon receipt of an invoice payment

authorization from the DOE approving official, the ORFSC will disburse payment to the Contractor. The Contractor may check the status of its payments at the VIPERS website. All payments are made by electronic funds transfer to the bank account identified on the filed ACH Vendor banking data form.

G.5 Payment to the Government for Guaranteed Annual Savings Shortfall

- A. If the Contractor fails to meet the guaranteed annual savings stated in the TO award and as verified by the M&V documents, the ordering agency shall adjust the payment schedule, as necessary, to recover the ordering agency's overpayments in the previous year and to reflect the lower performance level into the current year.
- B. When the ECM performance level is restored, the ordering agency will adjust the Contractor payment schedule accordingly.

G.6 Technical Direction (DEAR 952.242-70)(DEC 2000)

NOTE: This DOE Acquisition Regulation (DEAR) clause is only applicable to the DOE IDIQ COR for technical direction under the IDIQ contract and to ordering agency COR/COTRs for technical direction under individual TO projects at DOE sites. Technical direction under TOs issued by other agencies will be at the discretion of the ordering agency's CO and will be incorporated into each TO.

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual Performance Work Statement.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
 - (1) Constitutes an assignment of additional work outside the Performance Work Statement;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion

of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and ordering agency CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of clause)

G.7 Contractor Performance Assessment Reporting

- (a) The ordering agency CO will document the Contractor's performance for each TO awarded under this IDIQ contract by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." (Refer to FAR Part 2.101, Definitions.) Performance assessments entered into CPARS by the ordering agency CO are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the TO level, as determined by the ordering agency CO. Evaluation categories may include the following at the Government's discretion: (1) quality, (2) schedule, (3) cost control, (4) business relations, (5) business management/key personnel, (6) utilization of small business, and other important performance factors. PPIRS information is available at <https://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within 30 calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on TOs with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating Contractor and will state that the evaluation is based on performance under a joint venture and will identify the Contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of this IDIQ contract and each awarded TO in accordance with other applicable clauses in this IDIQ contract.

(End of clause)

[END OF SECTION G]

Section H - Special Contract Requirements

H.1 Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. For any fill-in clauses listed below, the ordering agency is responsible for incorporating and completing each clause in full text in the TO. Ordering agencies may incorporate additional agency specific clauses as required:

52.236-1	Performance of Work by the Contractor. (APR 1984)
52.236-2	Differing Site Conditions. (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work. (APR 1984)
52.236-5	Material and Workmanship. (APR 1984)
52.236-6	Superintendence by the Contractor. (APR 1984)
52.236-7	Permits and Responsibilities. (NOV 1991)
52.236-8	Other Contracts. (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
52.236-10	Operations and Storage Areas. (APR 1984)
52.236-11	Use and Possession Prior to Completion. (APR 1984)
52.236-12	Cleaning Up. (APR 1984)
52.236-13	Accident Prevention. (NOV 1991) and Alternate I (NOV 1991)
52.236-14	Availability and Use of Utility Services. (APR 1984)
52.236-15	Schedules for Construction Contracts. (APR 1984)

H.2 Title To, and Responsibility For, Contractor-Installed Equipment

As a general rule, title to all equipment installed by the Contractor shall be vested in the Government after acceptance by the Government, and shall not relieve the Contractor's responsibility for ECM performance. However, during the term of the TO, title may be vested in the Contractor or a third party, as determined by the ordering agency and allowable by the terms and conditions of this contract and applicable statutes and regulations. The ordering agency must evaluate the use of financial incentives, such as renewable energy and energy efficiency tax credits and/or other incentives, when deciding whether to allow vesting of title to the Contractor or a third party.

Regardless of which party the title is vested in, neither the Contractor nor a third party shall have the unilateral right to remove any equipment, installed as part of the TO project, for the purposes of satisfying a lien or other type of security interest. If the removal of installed equipment for other purposes is determined necessary, the ordering agency shall negotiate the terms and conditions with the Contractor and modify the TO as needed.

H.3 Procedures for Awarding Task Orders

H.3.1 General – In the following sections, the Contractor may be identified interchangeably as the Energy Services Contractor (ESCO).

Prior to initiating efforts to issue a Notice of Opportunity (NOO) for a TO project, the ordering agency proposing to use this IDIQ shall submit a written notification to the DOE IDIQ Contracting Officer. The minimum information requirements for this notification are defined in the DOE FEMP ESPC IDIQ Ordering Guide.

The Government has awarded multiple IDIQ contracts for the work specified in this contract. Therefore, in accordance with FAR 16.505(b), *Orders under multiple-award contracts*, fair opportunity must be provided to all IDIQ contract awardees. The ordering agency CO, as defined in Attachment J-2, may periodically issue TOs pursuant to the fair opportunity ordering procedures for selecting an ESCO set forth in the paragraphs below. Further information and guidance for ordering agencies is provided on the DOE FEMP website and in the DOE FEMP ESPC IDIQ Ordering Guide.

H.3.2 Key Events for a TO Award – The typical sequence of key events for award of a TO is as follows:

- A. Notice of Opportunity (NOO) and Selection of an ESCO. The ordering agency gives notice and a fair opportunity for award to all IDIQ contract holders by publishing an NOO, and ultimately selects one (1) ESCO to develop an ESPC TO project based on information submitted in response to the NOO. Such information may include Contractor qualifications, PAs, and other specified facts or data.
- B. Preliminary Assessment (PA) Development. The ESCO submits a PA to the ordering agency, which provides the conceptual range of the expected ECMs, costs and savings for the project.
- C. Intent to Award/Request for Proposal. If the ordering agency and ESCO agree to pursue the project, the ordering agency CO will issue a Notice of Intent to Award (NOITA) followed by a TO RFP, which identifies the ordering agency's specific requirements.
- D. Proposal Submission. The ESCO submits a proposal, which includes technical and price components, and a small business subcontracting plan (if the ESCO is a large business).
- E. TO Award. Based on a negotiated proposal, the ordering agency awards a TO to the selected ESCO.

H.3.3 Contractor-Initiated Exchanges – Prior to the issuance of a NOO as described in Section H.3.8, ESCOs may actively market the ESPC program and its ESPC IDIQ contract to federal agencies. When meeting with federal agency personnel, the Contractor shall explain how its ESPC IDIQ contract works. If the ESCO subsequently submits an unsolicited proposal or PA to the federal agency as a result of such marketing, the federal ordering agency must provide fair opportunity to all IDIQ awardees to be considered for award of a TO. The Contractor selection processes described in Section H.3.8 and H.3.9 shall apply.

H.3.4 Contractor Selection Procedures – The ordering agency CO must provide each Contractor a fair opportunity to be considered for any TO award. In selecting an ESCO, the ordering agency CO may exercise discretion in developing Contractor selection procedures, as long as the ordering agency CO complies with the FAR, all other applicable laws (specifically including, but not limited to 42 U.S.C. § 8287, et seq.) and regulations (specifically including, but not limited to, 10 CFR Part 436), ordering agency policies, and the framework of the selection methods established below. The ordering agency CO shall indicate, in the NOO to all IDIQ holders, the selection method and steps for selection that the ordering agency intends to use for the entire ordering process. The ordering agency CO reserves the right to adjust the selection process. (As an example, the ordering agency CO may determine that having started under a process that bases selection on qualifications, the process may be adjusted to include the review of PAs.) All NOOs required under Section H.3.8 must be published on the Government-wide point of entry (i.e. – <http://www.fedbizopps.gov>).

H.3.5 Evaluation Factors – Formal evaluation plans and scoring of proposals are not required when selecting a Contractor for further consideration. The ordering agency CO should consider the project management approach, past performance, related experience, technical capabilities, use of renewable technologies, maximizing small business participation and subcontracting, the price assessment in a PA (if used) and any other agency-specific criteria in making its selection decision.

H.3.6 Tailoring of Selection Procedures – The ordering agency CO may include additional steps for selection in the NOO not specifically identified in the Contractor selection methods described in Section H.3.8. For example, if the ordering agency CO wants to obtain qualifications and references from numerous Contractors but only have two Contractors conduct PAs, that process can be accommodated under the procedures outlined below. The ordering agency CO shall document in the TO award file the rationale and basis for all selection steps.

H.3.7 Notification of Contractors Not Selected – For each step in the selection process establishing or narrowing a competitive range, the ordering agency CO must notify the unsuccessful Contractor(s) they are no longer being considered. The ordering agency CO must also provide an opportunity for debriefings when required by law consistent with FAR 16.505(b)(6), *Post-award Notices and Debriefings of Awardees for Orders Exceeding \$5.5 million*.

H.3.8 Fair Opportunity Consideration Award Methods**H.3.8.1 Selection Based on Qualifications (SBO) Method**

- A.** The ordering agency CO shall provide a Notice of Opportunity (NOO) to each IDIQ contract awardee and the DOE IDIQ Contracting Officer that includes, but is not limited to, the following:
1. The ordering agency's desire to pursue an ESPC project;
 2. A concise statement of the ordering agency's objectives for using ESPC services;
 3. A general description of the ordering agency's mission and the facilities that may be included in the potential project;
 4. Summary information about the energy usage for its facilities, and
 5. A request that each interested ESCO submits a response that includes an Expression of Interest (EOI) in pursuing a potential ESPC project and, if interested:
 - i. Its qualifications for performing site surveys or investigations and feasibility designs and studies, or similar assessments such as a PA, and
 - ii. Any other preliminary information the ordering agency needs to make a meaningful selection.
 6. The significant evaluation factors that the ordering agency expects to consider in reviewing the responses, and their relative importance; and
 7. A submittal deadline that provides a reasonable period of time for the ESCOs to respond to the notice.
- B.** The ordering agency CO shall review all responses submitted and shall select two or more ESCOs to conduct discussions concerning the Contractors' respective qualifications to implement potential ECMs, including but not limited to:
1. Requesting references and specific detailed examples with respect to similar efforts and the resulting energy savings of such similar efforts,
 2. Requesting an explanation of how such similar efforts relate to the scope and content of the TO concerned,
 3. Any other information the ordering agency needs to make a meaningful selection.

The agency CO shall also advise the selected ESCOs of the significant evaluation factors the agency expects to consider in reviewing the additional information and, if interviews are conducted, provide a description of the manner in which the interview will be conducted (e.g., by telephone, in writing, by videoconference, or in person).

- C.** The ordering agency CO shall review the responses from the ESCOs and may select and authorize only one ESCO to submit a PA. The ESCO shall notify the DOE IDIQ CO and COR in writing of its selection prior to submitting the PA to the ordering agency.
- D.** The ordering agency shall provide a notification and an opportunity for a debriefing, in accordance with Section H.3.7, to any interested ESCO not selected under paragraphs B and C, section H.3.8.1.

H.3.8.2 Selection Based on PAs (SBPA) Method

- A.** The ordering agency CO shall provide a Notice of Opportunity to each IDIQ contract awardee, and the DOE IDIQ Contracting Officer, that includes, but is not limited to, the following:
1. The ordering agency's desire to pursue an ESPC project;
 2. A concise statement of the ordering agency's objectives for using ESPC services;
 3. A general description of the ordering agency's mission and the facilities that may be included in the potential project;
 4. Summary information about the energy usage for its facilities,

5. A request that each interested ESCO submits a response that includes an Expression of Interest (EOI) in pursuing a potential ESPC project and, if interested:
 - i. Its qualifications for performing site surveys or investigations and feasibility designs and studies, or similar assessments such as a PA, and
 - ii. Any other preliminary information the ordering agency needs to make a meaningful selection.
 6. The significant evaluation factors that the ordering agency expects to consider in reviewing the responses, and their relative importance; and
 7. A submittal deadline that provides a reasonable period of time for the Contractors to respond to the notice.
- B.** The ordering agency CO shall review all responses submitted, and shall select two or more ESCOs to submit PAs consistent with the requirements of Section H.4 in an effort to implement potential ECMs, and may:
1. Request references and specific detailed examples with respect to similar efforts and the resulting energy savings of such similar efforts,
 2. Request an explanation of how such similar efforts relate to the scope and content of the task or delivery order concerned,
 3. Request any other information the ordering agency needs to make a meaningful selection.

The ESCOs shall notify the DOE IDIQ CO and COR in writing of their selection prior to submitting their PAs to the ordering agency.

The agency CO shall also advise the selected ESCOs of the significant evaluation factors the agency expects to consider in reviewing the additional information and, if interviews are conducted, provide a description of the manner in which the interview will be conducted (e.g., by telephone, in writing, by videoconference, or in person).

- C.** The ordering agency CO shall review the responses from the ESCOs, and may select and authorize one or more ESCOs to proceed with preparation of a firm fixed price proposal.
- D.** The ordering agency shall provide a notification and an opportunity for a debriefing, in accordance with Section H.3.7, to any interested ESCO not selected under paragraphs B and C, section H.3.8.2.

H.3.9 Unsolicited Proposals

- A.** Ordering agency COs may receive unsolicited ESPC proposals from IDIQ contract holders. If, after receiving an unsolicited proposal, the ordering agency CO decides to pursue an ESPC TO under this contract, the ordering agency CO shall use the ordering procedures defined above in section H.3.8. The ESCO submitting the unsolicited proposal shall be required to identify any proprietary or restricted data in the proposal. The ordering agency shall not use any proprietary or restricted data from the unsolicited proposal to develop notices or solicitations or conduct negotiations with other ESCOs.
- B.** Ordering agency COs may receive marketing information up to and including an unsolicited PA. A PA, however, does not constitute an unsolicited proposal. Under this IDIQ contract, a proposal is defined as a written, binding offer from an ESCO that includes technical and price proposals and the text of any financing agreement (including a lease-acquisition). Although a PA may include a technical concept and price assessment, it is not a binding offer and does not include the text of a financing agreement.
- C.** When an ordering agency CO receives any unsolicited marketing material from an ESCO that is less than a proposal, as defined above, the ordering agency CO may handle this material according to the ordering agency procedures for handling of marketing materials. The ESCO submitting the unsolicited marketing material shall identify any proprietary or restricted data in the material. If the ordering agency CO considers a potential ESPC project after receiving this marketing material, the ordering agency CO may include the unsolicited marketing material as part of market research. However, the ordering agency CO shall ensure

that no proprietary or restricted data is used to develop notices or solicitations or conduct negotiations with other Contractors. The ordering agency CO shall use the ordering procedures defined above in section H.3.8.

H.3.10 Small Business TO Set-Asides – Under this multiple award IDIQ contract, there is only one small business IDIQ contract holder. While this prevents a total small business set-aside per FAR 19.502-2(b)(1), a prospective TO may be partially set aside for the small business IDIQ contract holder per FAR 19.502-3(a)(3). The Government reserves the right to set aside any portion of a prospective TO for the small business IDIQ contract holder.

- A. Pursuant to FAR 19.502-3, FAR 19.502-4(c) and FAR 16.505(b)(2)(i)(F), the ordering agency CO, at his or her discretion, may consider setting aside a portion of the TO project for the small business ESCO. TOs may be partially set aside for the small business ESCO in accordance with the following ordering procedures:
 - 1. The ordering agency CO will examine the project's size, complexity, location, and level of financing required when making this determination.
 - 2. Based on the project requirements, the ordering agency CO may determine to partially set aside the TO project.
 - 3. The ordering agency will use the selection processes described in Section H.3.8, as applicable, to provide notice to all IDIQ contract holders of the partial set-aside and select the small business ESCO for the partial set-aside. The non-set-aside portion will be competed in accordance with the requirements of Section H.3.8 above.
- B. All TOs not partially set aside for the small business ESCO will be competed in accordance with the requirements of Section H.3.8 above.

H.3.11 Exceptions to Fair Opportunity – The ordering agency CO will provide each IDIQ contract holder fair opportunity as defined in Section H.3.8, Fair Opportunity Consideration Award Methods, and Section H.3.10, Small Business TO Set-Asides, unless one of the following exceptions applies:

- A. The ordering agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- B. Only one ESCO is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- C. The order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all ESCOs were given a fair opportunity to be considered for the original TO;
- D. It is necessary to place an order to satisfy a minimum guarantee.

H.3.12 Additional Information

- A. Any TO award is conditioned upon the selected ESCO meeting the pre-award requirements as specified by this IDIQ contract and by the ordering agency.
- B. In the event that the ordering agency and the ESCO fail to reach agreement on the terms and conditions of a TO under any of the ordering methods identified in this section, the ordering agency may elect to issue a TO to another ESCO for an ESPC project at the site in accordance with the ordering procedures above. Unless otherwise agreed to, the Government will not have rights to the ESCO's work products, such as survey, data, feasibility study reports, and design documentation, if a TO is not issued.
- C. The ordering agency CO may alter the requirements of the PA specified in H.4 to streamline the ESPC project development process, consistent with the terms and conditions of this contract and applicable

statutes and regulations.

- D. The ordering agency CO may insert additional FAR and/or agency-specific clauses into the TO and provisions into the TO RFP, as appropriate.
- E. The ordering agency will respond to notices and be responsible for defense of any protest filed regarding the selection steps and/or award of a TO under an IDIQ contract.

H.3.13 Task and Delivery Order Ombudsman

- A. In accordance with FAR 16.505(b), each federal government agency has a designated Task and Delivery Order Ombudsman, including the contracting activity awarding this contract. The Ombudsman reviews complaints from contractors and ensures they are afforded a fair opportunity to be considered for task or delivery orders, consistent with the procedures in the contract. The Ombudsman is a senior agency official who is independent of the Contracting Officer.
- B. The purpose of the Ombudsman is not to diminish the authority of the Contracting Officer, but to receive concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. The Ombudsman communicates these concerns to the appropriate Government personnel, and when requested, will maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract. The Ombudsman also does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded.
- C. In accordance with FAR 16.504(a)(4)(v), the ordering agency shall provide the name, address, telephone number, facsimile number (if applicable), and e-mail address of the ordering agency's Task and Delivery Order Ombudsman in the NOO. In the event there are any concerns related to fair opportunity that cannot be resolved by the ordering agency Contracting Officer, the Contractor can refer them to the ordering agency's Task and Delivery Order Ombudsman.

H.4 Preliminary Assessment Content Requirements for Task Orders

H.4.1 Preliminary Assessment (PA) – The Contractor shall submit a PA to the ordering agency, which sets out the merits, technical feasibility, range of projected energy savings, economics, and conceptual price range of the project. The Contractor shall ensure a qualified / DOE approved PF has been assigned to the project prior to starting efforts to develop the PA, per Section C.1, Paragraph D. Renewable energy technologies shall be considered along with other ECMs. The ordering agency CO will respond to the Contractor, in writing, indicating whether or not the project will be pursued. If pursued, the ordering agency CO will issue a NOITA followed by a TO RFP, which identifies the ordering agency's requirements. The ordering agency will not be responsible for any costs associated with PA audits or preparation of the PA unless the project addressed by the PA later becomes a TO award.

H.4.2 Contents – Unless otherwise specified by the ordering agency CO in accordance with Section H.3.12, Paragraph C, the Contractor's PA shall include the following information and requirements:

- A. The Contractor shall include technical and price assessments for developing recommended and potential ECMs. The PA shall include ECMs, divided into two groups: Recommended and Potential.
 1. Recommended ECMs are those ECMs the Contractor is confident will be included in the proposal. The PA shall include a range of expected implementation costs, cost savings, and energy savings based upon the Contractor's experience with the Recommended ECMs at similar installations.
 2. Potential ECMs are those ECMs the Contractor considers worthy of evaluation, but which require evaluation and verification of field conditions in the proposal development phase for the Contractor to complete a more accurate calculation to increase its confidence for inclusion in the proposal. For these ECMs, the Contractor shall provide a narrative description of each ECM, how they may save

energy for the site, and a conceptual-level estimate range of potential implementation costs, cost savings, and energy savings.

- B.** The PA length shall be no more than 35 pages, plus one page per recommended ECM, using the template provided in Attachment J-13. The potential ECMs only require a short narrative (1-2 paragraphs) and shall be included within the 35-page limit. The PA shall include at a minimum the following sections:

1. Project Overview

Executive Summary – At a minimum, the Executive Summary shall include a narrative description of the project, summarizing the project management plan, the recommended and potential ECMs, the energy, water, and related cost saving ranges, and conceptual range of implementation price.

2. Technical Assessment

- i. *Project Management Plan* – The Contractor shall submit a project management plan that provides for the efficient development of a proposal for a project that effectively addresses the Government’s objectives as set forth in the NOO.
- ii. *ECM Description* – For each recommended ECM, the Contractor shall submit narrative information and estimated implementation price and savings ranges in the format specified in Attachment J-13. For each potential ECM, the Contractor shall provide a short narrative at a conceptual level.
- iii. *ECM Performance Measurement* – Provide a general description for the M&V approach that will be proposed for the recommended ECMs in accordance with Section C.4.6, Paragraph A and the latest version of the FEMP M&V Guidelines: Measurement and Verification for Performance-Based Contracts. The M&V approach shall also include a general description of the recommended level of government witnessing that complies with the latest version of DOE FEMP’s “Guide to Government Witnessing and Review of Measurement and Verification Activities.” (See Attachment J-17 for specific web link.)

If operation and maintenance savings are included in the PA, then the Contractor shall include a general description of the methods that comply with the latest version of “How to Determine and Verify Operating and Maintenance (O&M) Savings in Energy Savings performance Contracts”. In determining energy cost savings, the Contractor shall comply with the latest version of FEMPs “Guidance on Utility Rate Estimations and Weather Normalization in an ESPC”. (See Attachment J-17 for specific web links.)

- iv. *TO Schedules* – The Contractor shall submit completed financial and energy savings TO Schedules, using ePB, for all recommended ECMs, as well as documentation to support the TO Schedules. Output from ePB shall be included in the PA documents provided to the agency. In completing the TO Schedules, the Contractor shall use numerical values (such as the average) agreed to or specified by the ordering agency to identify ECM costs and savings that are within the ranges provided in the ECM description. The ePB system instructions are provided in Attachment J-15.

H.5 Requirements for Task Order Proposals and Proposal Reviews

H.5.1 General – The Contractor shall submit a proposal, consisting of technical and price components, in electronic format, or as required in the TORFP. If the Contractor is a large business and the ordering agency requires it, the proposal shall also contain tailored small business subcontracting goals, in accordance with FAR 52.219-9 and the individual small business subcontracting plan included as Attachment J-16. The tailored goals shall at least match the subcontracting goals DOE/ EERE is currently required to meet, or the subcontracting goals that the ordering agency is required to meet, whichever goals are greater.

- A. The technical component of the proposal shall include an Investment Grade Audit (IGA) and conceptual design that documents the overall technical credibility of the energy baseline and provides the methodology and results used to determine the guaranteed savings. Particular emphasis should be placed on assessment of renewable energy opportunities.
- B. The price component of the proposal shall include completed project financial and energy-savings TO Schedules, documentation to support the data in the TO Schedules, and any other supporting documentation required by the ordering agency.
- C. Proposals will be reviewed in accordance with the FAR and ordering agency requirements. Additional guidance shall be provided by the ordering agency in the TO RFP.
- D. The ordering agency will not be responsible for any costs incurred, such as proposal preparation costs or costs incurred in preparing the IGA, unless a TO is awarded or such costs are otherwise authorized for payment by the ordering agency CO.

H.5.2 Task Order Proposal Content – Unless otherwise provided by the ordering agency, the TO proposal shall include the following information and requirements:

H.5.2.1 Project Overview

- A. Executive Summary – At a minimum, this shall include a narrative description of the project summarizing the ECMs, the energy, water, and related cost savings, implementation price and financial summary.
- B. Site Description and Utility Summary – For the site, the Contractor shall submit narrative information for items, as applicable, in the format specified below:
 1. *Site Description*
 - i. Overview, size, location, etc.
 - ii. Map of site showing major areas/designations
 - iii. Building/facility list, name/designator/number, type of facility, square footage, and hours for those included in the proposal
 - iv. Background/discussion regarding rationale or directive on which areas of site included in this TO, etc.
 - v. Facility descriptions (For those buildings included in the ESPC and/or large consumers, etc. Not all buildings may be included, depending on the nature of the site and the ESPC TO.) Provide a general description of building condition and operations including overview of energy (mechanical/electrical) and water systems to include assessment of the system conditions, central plants and buildings served.
 - vi. Statement of coordination with the site's Master Plan
 2. *Utility Summary*
 - i. Overview/description of current utility systems on site: electrical, natural gas, fuel oils, water, sewer, etc. Include site diagrams/maps, as available.
 - ii. Description of metering systems for each utility.
 - Utility/revenue meters.
 - Sub-meters, advanced metering systems, as applicable.
 - iii. Summary of historical utility analysis
 - Summary tables and graphs for each utility for defined usage period (in text of report) with supporting detailed information and analysis included in an appendix to the proposal. As applicable, show information regarding sub-meters.
 - Reference to Attachment J-8, Section 8.1.2 Table 2, as applicable.
 - Rate discussion with reference to Attachment J-8, Section 8.2.2, as applicable, for details.

H.5.2.2 Volume I - Technical Proposal**A. ECM description** - For each ECM proposed, the Contractor shall submit narrative information for items as applicable, in the format specified below:

1. ECM Title
2. ECM No. _____ and narrative description
3. Location affected
4. Energy baseline, detail on assumptions used to develop the baseline (e.g., hours of use or occupancy, weather baseline, etc.)
5. ECM implementation price, projected energy use, cost, guaranteed savings, and detail on assumptions
6. ECM Interface with ordering agency equipment and detailed description of existing energy consuming equipment and systems
7. Proposed equipment identification including manufacturer, model number and optional equipment proposed for each ECM component.
8. Physical changes – List major physical changes to equipment or facilities required to install the proposed ECM such as relocation or removal of equipment. Include manufacturer’s literature and specifications for each ECM component proposed.
9. Utility interruptions – Specify the extent of any utility interruptions needed for the installation of the proposed ECM.
10. Ordering agency support required – Specify any ordering agency support required during implementation of the ECM.
11. Describe potential environment impacts and coordination that has occurred with the site National Environmental Policy Act (NEPA) Compliance Officer
12. Utility rebate or system benefit fund financial and tax incentive – If applicable, specify ECM financial incentive(s) available, source, estimated payment amount, how and when payment or financing reduction will be applied and impact on project cash flow (e.g., ancillary payment before acceptance, reducing implementation price (ePB TO Schedule 2) and tax-based financing amount), and proposed estimated financial incentive payment or financing reduction of the Contractor guarantees during the post-acceptance performance period (ePB TO Schedule 3).
13. Key parameters used to determine savings in M&V.
14. ECM project schedule – Provide a detailed logically linked, critical path methodology project schedule to include the duration of the following key phases:
 - i. Engineering/design
 - ii. Equipment procurement/lead time (i.e., date required to acquire equipment and delivery on-site)
 - iii. Installation, commissioning, and post-installation M&V report
 - iv. Project acceptance

B. ECM Performance Measurement

1. *Measurement & Verification Plan* – The Contractor shall prepare a severable portion of Volume I that describes a complete M&V plan. The M&V plan shall be completed using the template and outline provided in Attachment J-8 and the current standards in the latest version of the DOE FEMP M&V Guidelines. The M&V plan shall include an electronic version of the methods for calculating the ECM energy savings for the ordering agency’s review and approval. The M&V plan will include a description of the recommended level of government witnessing that complies with the latest version of FEMP’s “Guide to Government Witnessing and Review of Review of Measurement and Verification Activities.” (See Attachment J-17 for specific web link.)

If operation and maintenance savings are included, then the Contractor shall include a description of the methods that comply with the latest version of “How to Determine and Verify Operating and Maintenance (O&M) Savings in Energy Savings performance Contracts”. In determining energy cost savings, the Contractor shall comply with the latest version of FEMPs “Guidance on Utility Rate Estimations and Weather Normalization in an ESPC”. (See Attachment J-17 for specific web links.)

2. *ECM Commissioning Plan* – The Contractor shall prepare a severable portion of Volume I that describes the ECM Commissioning Plan for each of the proposed ECMs. (See Commissioning Guidance for DOEESPCs on the DOE FEMP website; the specific address is provided in Attachment J-17.)

C. Project Management Plan

1. *Communication Plan* – Provide a communication plan to include progress updates during the implementation and operation periods for promoting communication between the ordering agency, DOE, and the Contractor throughout the implementation and operations periods.
2. *Organization* – Show the organization for implementing and managing the TO project through the use of an organizational chart. The proposed organization shall contain the responsibilities of each element. Identify personnel integral to the performance of the ESPC project, by name within each element. Show the lines of authority within the organization. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, and which element of the Contractor's organization will manage the subcontract(s).
3. *Risk, Responsibility and Performance Matrix* – The Contractor shall complete and submit a Risk, Responsibility and Performance Matrix detailing its proposed approach or method to address each area in the matrix. The format and content for the Risk, Responsibility and Performance Matrix is provided at Attachment J-7.
4. *Operations, Maintenance, Repair, and Replacement* – Show the organizational structure and describe the approach for performance of the proposed ECM operations, maintenance, and repair and replacement requirements, including at a minimum the ECM-specific preventative maintenance requirements and their frequency of performance. For each ECM, identify the organization(s) (ordering agency or Contractor/subcontractor) performing the O&M of Contractor-installed equipment. Detail how duties or actions are shared or reference where this information is located. Identify reporting requirements of ordering agency or Contractor during the performance period. Responsibilities, performance, and risks of operations shall be briefly defined in the Risk, Responsibility and Performance Matrix.
5. *ECM Training* – Describe in detail how training for each ECM will be provided for ordering agency personnel. The approach shall be customized depending on the level of O&M responsibility to be assumed by ordering agency personnel.

H.5.2.3 Volume II - Price Proposal – The selected Contractor shall complete project financial and energy-savings TO Schedules using the eProject Builder System. These completed TO Schedules shall be provided in the price proposal submitted to the ordering agency, along with supporting documentation, organized as follows:

- A. Project-level expenses from project development through TO award (no ECM breakout required).
- B. Pricing of implementation and construction phases, allocated by ECM.
- C. Post-acceptance performance period expenses aligned with proposed TO Schedule 3 line item expenses.
- D. A summary of the finance offer being proposed. At a minimum, the finance summary shall include the Investor Deal Summary (IDS), selected financier's Standard Finance Offer (SFO), all non-selected financiers' SFOs, and Selection Memorandum as explained in more detail in Section H.6.

H.5.2.4 eProject Builder System – The TO Schedules shall be developed using the eProject Builder (ePB) System. See Attachment J-15 for instructions and use. The Contractor is responsible for validating that ePB-produced documents are correct.

H.5.2.5 Tailored Small Business Subcontracting Goals – If required by the ordering agency, each selected large business Contractor shall provide tailored small business subcontracting goals in accordance with FAR 52.219-9 procedures and the Individual Small Business Subcontracting Plan included in this IDIQ contract as Attachment J-16. The tailored goals shall at least match the subcontracting goals DOE/ EERE is currently required to meet, or the subcontracting goals that the ordering agency is required to meet, whichever goals are greater.

H.6 Requirements for Competitive Financing Acquisition for Task Orders

H.6.1 Investor Deal Summary (IDS) – Concurrently with the submission of the proposal, the Contractor shall submit the IDS (Attachment J-11), along with the Contractor’s point of contact information, electronically in Microsoft Word format to the ordering agency CO for review unless otherwise directed by the ordering agency CO.

H.6.2 Competitive Financing Offers Based on Investor Deal Summary (IDS) and Standard Financing Offers (SFO)

- A.** The Contractor shall solicit and select financing offers through a documented competitive selection process. The Contractor shall:
1. Solicit offers from a minimum of three reputable finance companies. This process must incorporate the IDS and any other relevant information the Contractor believes will enhance the competitive offer.
 2. Provide financing offerors with a reasonable period of time to respond in order to encourage more effective competition.
 3. Require financing offers to be in the form of the SFO, as set out in Attachment J-12 to this IDIQ contract.
 4. Perform an analysis of financing offers that, at a minimum, compares rates offered and total estimated finance costs (interest and other factors) to the TO. Analysis of other factors may include, but is not limited to, available terms and conditions.
 5. Determine the most advantageous offer based on analysis, and establish the reasonableness of the proposed interest and other financing costs to be included in the proposal submitted to the ordering agency.
 6. Once the Contractor completes this process and a selection is made, the Contractor shall prepare a Selection Memorandum describing the selection process including the number of offers solicited and received, the rationale for selecting the financier, and the reasons why the selection is the best value for the Government. The Selection Memorandum shall state whether any interest rate locks or hedge costs are included in the proposals, and the terms and costs of such. If the financier with the lowest total interest and other financing costs is not selected, the Selection Memorandum shall describe the Contractor’s reason for selection, and how price reasonableness was established. This process may be subject to audit by the ordering agency and/or by DOE as administrator of the IDIQ contract.
- B.** The Contractor shall certify to the ordering agency that the contents of the Selection Memorandum are true and correct and in accord with best business practice.
- C.** Rate update process – Because interest rates are subject to frequent and sometimes significant changes, the Contractor shall describe in the Selection Memorandum the process it will use after proposal submission to monitor interest rate changes, assess the impact of rate changes on the proposed TO project, update proposals immediately prior to award to reflect interest rate changes, and establish the reasonableness of any revised interest and financing costs.
- D.** The Contractor shall submit the IDS, SFO, Selection Memorandum and certification with its price proposal to the ordering agency.

H.6.3 Debt Modifications/Refinancing – During the term of the TO, the Contractor is encouraged to periodically (e.g., every 3 to 5 years after acceptance) consider and evaluate the potential for refinancing, restructuring, or modification of its TO project loan agreements (collectively “debt modification”). Because the Government is not

a contractual party to such financing agreements, responsibility rests with the Contractor to initiate communication with its financier regarding possible debt modifications. The Contractor is encouraged to provide a debt modification evaluation plan to the ordering agency with its proposal or shortly after TO award, as requested by the ordering agency. The Contractor is also encouraged to provide a copy of each periodic evaluation for potential debt modification and the resulting determination to the ordering agency within a time frame to be specified by the ordering agency. When these documents are provided to an ordering agency, DOE requests that the Contractor also upload them to the EERE PMC database.

When determined to be reasonable, feasible, and/or advisable, the Contractor is encouraged to refinance and/or otherwise modify its TO debt obligations and consider applying some or all of the resulting financial proceeds to benefit the TO project. Consistent with applicable procurement rules and requirements, such benefits may potentially include, but are not limited to, restructuring of annual payments to shorten the overall payback period of the TO, and/or the incorporation of additional project ECMs, particularly ones that were removed from the original scope of the TO project due to cost limitations.

H.7 Payment and Performance Bond Requirements for Task Orders

- A.** Unless otherwise specified by the ordering agency, the selected Contractor shall furnish acceptable evidence of a surety's commitment to provide performance and payment bonds to the ordering agency prior to award of the TO.
- B.** The Contractor shall submit standard bond forms, federal Standard Forms (SF) 25 and SF 25A, found at <http://www.gsa.gov/portal/forms/type/SF>, or other ordering agency-required documentation, as described below.
 - 1. Within 30 days of award of the TO or acceptance of the Design and Construction Package, whichever is later, the Contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the ordering agency. Unless the ordering agency CO determines that a lesser amount is adequate for the protection of the Government, the performance bond shall be in a penal sum equal to 100 percent of the total bonded amount, defined as the cost of implementation for all ECMs, not including the project development, financing procurement interest, and construction interest costs.
 - 2. The Contractor shall furnish a payment bond (SF 25A) in duplicate. Unless the ordering agency CO makes a written determination supported by specific findings that a payment bond in this amount is impractical, the payment bond shall be in a penal sum equal to 100 percent of the total bonded amount, as defined above for the performance bond. The payment bond penal sum shall be adequate to pay all laborers, suppliers and subcontractors.
 - 3. Unless otherwise specified by the ordering agency, the performance and payment bonds shall remain in effect during the total implementation period for all ECMs. The ECM implementation period shall include all time required for installation, testing, measuring initial performance, and ordering agency acceptance of all installed ECMs. The performance bond shall be released upon ordering agency acceptance of all Contractor-installed ECMs. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full.
 - 4. The Contractor shall not file any mechanics liens against the ordering agency for the TO projects and this requirement shall flow down to all subcontractors. Therefore, the payment bond shall secure the Contractor's obligations for payment of laborers, suppliers, and all subcontractors.

H.8 Protection of Financier's Interest for Task Orders

The ordering agency recognizes that project financing associated with Contractor performance of TOs issued against this IDIQ contract may be accomplished using third-party financing, and as such, will permit the financing source to establish a security interest in the installed ECM(s), subject to, and subordinate to, the rights of the ordering agency.

To provide protection of any financier's interest, the ESCO may be required to assign to its lenders some or all of its rights under a TO. The ordering agency will consider:

- A. Requests for assignments of monies due or to become due under a TO, provided the assignment complies with the Assignment of Claims Act. Requests should be provided to and approved by the ordering agency before any assignment is made.
- B. Requests for the ordering agency to provide financiers copies of any cure or show-cause notice issued to the ESCO.
- C. Requests by financier or secured interest holders for extension of response time to cure or show-cause notices.

H.9 Required Insurance for Task Orders

- A. The Contractor shall procure, at its expense, and maintain during the entire period of performance under this IDIQ contract, and the TOs awarded to the Contractor against it, the following minimum insurance coverage, in accordance with FAR 28.306 – Insurance Under Fixed-Price Contracts and FAR 28.307-2 - Liability:
 - 1. Comprehensive general liability: \$500,000 per occurrence.
 - 2. Automobile liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
 - 3. Worker's compensation: as required by federal and State workers' compensation and occupational disease statutes.
 - 4. Employer's liability coverage: \$100,000, except in States where workers' compensation may not be written by private carriers.
 - 5. Other insurance as required by State law.
- B. Specific TOs may require different insurance coverage depending on the project requirements, which will be specified by the ordering agency CO in the TO. If different insurance coverage is specified as required for a specific TO project, the Contractor shall maintain, at its own expense for the TO term, the revised insurance coverage, in accordance with the following:
 - 1. Prior to commencement of work, the ESCO shall furnish to the ordering agency CO a copy of the insurance policy endorsement. The policies evidencing required insurance coverage shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the ordering agency in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which the TO is to be performed, and in no event less than 30 days after written notice thereof to the ordering agency CO.
 - 2. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder.
 - 3. Nothing herein shall relieve or limit the ESCO of liability for losses and damages to person or property as a result of its operations. The ESCO shall indemnify and hold the Government (including the ordering agency, DOE, and any person acting on behalf of the Government) harmless from any and all liability, including attorneys' fees and legal costs, associated with or resulting from the Contractor's operations under this IDIQ contract or any TO issued hereunder.

H.10 Safety Requirements

All work shall be conducted in a safe manner and, as applicable, shall comply with the requirements in FAR 52.236-13, Accident Prevention, as well as the ordering agency's individual safety program requirements. Other specific requirements relative to safety are as follows:

- A. Prior to commencing work, the Contractor shall meet with the ordering agency to agree upon administration of the safety program.
- B. The Contractor's on-site workplace may be inspected periodically for OSHA compliance. Corrective actions for violations shall be the responsibility of the Contractor and/or the Government, as determined by the ordering agency. The Contractor shall fully participate in an inquiry or investigation conducted by the ordering agency and/or federal or State OSHA inspector, if a complaint is filed. Any fines levied on the Contractor by federal or State OSHA offices due to safety/health violations will be paid promptly by the Contractor.
- C. The Contractor shall report to the ordering agency all accidents and submit a full report of damage to ordering agency property and equipment by Contractor or subcontractor employees, at any tier.
- D. The Contractor shall prepare a safety and health plan and hazard analysis and provide it to the ordering agency prior to the start of work on a construction site.

H.11 Fire Prevention

- A. Fire Safety, Fire Prevention, Fire Protection and First Aid – The Contractor shall perform all work and maintain Contractor on site facilities in a fire-safe manner. On sites under Contractor control or responsibility, the Contractor shall supply and maintain fire protection equipment adequate to extinguish incipient fires. The Contractor shall comply with applicable site, local, and State fire prevention regulations and applicable National Fire Protection Association (NFPA) codes. The Contractor shall supply and maintain, at Contractor on-site facilities, such first aid equipment as is appropriate for dealing with minor incidents.
- B. Site Requirements, Training and Permits – The Contractor shall ensure that its employees know how to activate ordering agency site fire alarms. The Contractor shall observe all site requirements for handling and storing combustible supplies, materials, waste and trash. Contractor employees operating any equipment shall be trained to properly respond during a fire alarm and/or fire in accordance with the applicable ordering agency's fire prevention procedures, rules or regulations as identified in the TO. The Contractor shall obtain all required permits prior to performing any hot work (e.g., welding, cutting torch).

H.12 Government-Furnished and Contractor-Furnished Equipment, Materials and Supplies

The Contractor shall provide all equipment, materials and supplies necessary to perform the work as specified in the TO. Equipment, materials and supplies provided shall be of the grade and quality as specified in the TO and be in compliance with any applicable standards. All such equipment, materials and supplies must be compatible with, and operate safely within the design parameters of, existing systems equipment and be of current manufacture (not discontinued or obsolete).

When Government-furnished property is required or considered appropriate for a TO award, it shall be designated and identified in the TO RFP.

H.13 Salvage

All Government material and equipment removed or disconnected during the implementation period of a TO under this IDIQ contract shall remain the property of the ordering agency and shall be identified in the proposal for each ECM. Disposition of all equipment to be stored or relocated shall be specified in the TO. Any material and equipment not to be stored or relocated, and all debris resulting from work under a TO, shall be removed from the site by the Contractor at its expense, unless otherwise specified in the TO.

H.14 Disposal of Nonhazardous Waste

Nonhazardous debris, rubbish and unusable material resulting from the work shall be removed from ordering agency property and properly disposed or recycled by the Contractor.

H.15 Hazardous Materials

- A. As part of each proposed ECM project, the Contractor shall identify the presence of and include the cost of removal of any known and possible hazardous material for each ECM. The Contractor and the ordering agency will negotiate the responsibilities associated with the removal of the known and possible hazardous materials and document this in the ESPC Risk, Responsibility and Performance Matrix (Attachment J-7).
- B. If unknown hazardous material is discovered after TO award, the Contractor shall immediately stop work, take measures to reduce the Contractor or building personnel contamination, and immediately notify the ordering agency and the building manager of the hazardous material condition and location. If not already documented in the ESPC Risk, Responsibility and Performance Matrix, the Contractor and the ordering agency shall negotiate the responsibilities associated with the removal of the discovered hazardous materials.
- C. Unless otherwise provided in the TO, if the handling and disposal of hazardous material and/or Polychlorinated Biphenyl (PCB) is or becomes the responsibility of the Contractor in a TO award, it shall be handled as follows:
 - 1. *Hazardous Material Handling and Disposal* – Hazardous wastes resulting from Contractor-owned material and equipment must be disposed of in accordance with the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq.) and all applicable federal, State and local regulations. If applicable, the TO will provide additional site-specific requirements.
 - 2. *PCB Handling and Disposal* – If PCBs exist at a site covered by a TO, the ordering agency shall insert the necessary clause in the TO addressing PCB recycling and/or disposal requirements to comply with applicable federal, State and local regulations. If applicable, the TO will provide additional site-specific PCB handling and disposal requirements.
- D. Material Safety Data Sheet Availability – In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used for each awarded TO. The Contractor shall maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

H.16 Contractor Employees

The Government shall not exercise any supervision or control over Contractor employees performing services under this IDIQ contract and awarded TOs. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

- A. Upon issuance of a TO under this IDIQ contract, the Contractor shall provide the ordering agency with the name(s) of the responsible supervisory person(s) authorized to act for the Contractor.
- B. The Contractor shall furnish sufficient qualified personnel to perform all work specified within the TO.
- C. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.
- D. The Contractor shall remove from the site any individual whose continued employment is deemed by the ordering agency to be contrary to the public interest or inconsistent with the best interests of ordering

agency business or national security.

- E. No employee or representative of the Contractor will be admitted to the work site unless that employee furnishes satisfactory proof that he/she is a citizen of the United States or otherwise legally authorized to work at the site or facility.
- F. Contractor employees must comply with ordering agency rules and guidelines regarding access to the site or specific facilities as specified in the TO.

H.17 Security Requirements

- A. Passes and Badges – The Contractor shall obtain employee and vehicle badges and passes, as required by the ordering agency, for the specific TO project site prior to the start of on-site work. The ordering agency will issue any required badges without charge, and the badges must be worn and clearly visible by the employees at all times while on site. When an employee leaves the Contractor's service, or when access is no longer required, the employee's badge and vehicle pass shall be promptly returned to the Contractor in accordance with ordering agency requirements.
- B. Contractor Vehicles – Each Contractor vehicle shall adhere to ordering agency requirements regarding the display of the Contractor's name. The ordering agency may issue vehicle passes as it determines, and these shall also be displayed so as to be clearly visible.
- C. Contractor Access to Buildings – It shall be the Contractor's responsibility to notify and work with the ordering agency to obtain authorized access to buildings on the TO project site.
- D. Contractor Access to Secure Areas – Certain areas of a project site may require that the Contractor and its employees have an escort, and/or place limits on the days and times that the Contractor and its employees may work in these areas. TOs will identify any such secure areas and any unique access requirements.
- E. Security Clearances – Security clearance requirements will be specified by the ordering agency.
- F. Agency-Specific Requirements – The ordering agency may specify additional and/or different security requirements, if appropriate, in the TO.

H.18 Contractor Interface with Other Contractors and/or Government Employees

The Government may award contracts to other contractors for work to be performed at an ordering agency site or facility. The Contractor shall cooperate fully with all other on-site contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the ordering agency CO or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.19 Alternative Dispute Resolution

- A. The Government and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, the Government and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- B. If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management,

and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

- C. Either party may request that the ADR process be used; however, a voluntary election by both parties is required to participate in the ADR process. The Contractor shall make a written request to the DOE IDIQ Contracting Officer for IDIQ contract issues, or the ordering agency CO for TO issues. The DOE IDIQ Contracting Officer, or ordering agency CO, as appropriate, shall make a written request to the appropriate official of the Contractor. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- D. ADR procedures may be used at any time that the DOE IDIQ Contracting Officer or ordering agency CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO's final decision and does not constitute reconsideration of the final decision.
- E. If the DOE IDIQ Contracting Officer or ordering agency CO rejects the Contractor's request for ADR proceedings, the respective CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the DOE IDIQ Contracting Officer's or ordering agency CO's request to use ADR procedures, the Contractor shall provide the respective CO with the reasons for rejecting the request.

H.20 Incorporation of Small Business Subcontracting Plan

- A. In accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in Section J, Attachment J-16, is hereby incorporated into and made a part of this IDIQ contract.
- B. When required by the ordering agency for a specific TO project under this IDIQ contract, the Contractor shall submit to the ordering agency CO tailored subcontracting goals required by the ordering agency in accordance with FAR 52.219-9, Small Business Subcontracting Plan. The tailored subcontracting goals are subject to the ordering agency CO's approval; and the approved goals are incorporated by reference into the TO. The tailored goals shall at least match the subcontracting goals DOE / EERE is currently required to meet, or the subcontracting goals that the ordering agency is required to meet, whichever goals are greater.

H.21 Reporting of Fraud, Waste, Abuse, Corruption, or Mismanagement

The Contractor shall comply with the following:

- A. Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE (and other agency) programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; Contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- B. Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public

telephone areas, official bulletin boards, reception rooms, and building lobbies.

- C. Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- D. Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- E. Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- F. Ensure that its managers do not retaliate against DOE (and other agency) Contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- G. Ensure that all their employees understand that they must –
 1. Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
 2. Not impede or hinder another employee's cooperation with the OIG; and
 3. Not take reprisals against DOE Contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- H. Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE (and other agency) directives.

H.22 Lobbying Restriction

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.23 Sustainability

H.23.1 Sustainable Management Practices - The Government seeks to benefit from the use of sustainable management practices by the Contractor including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs. Use of these sustainable management practices results in lower environmental impacts of delivered products and services.

Federal agencies must meet sustainable acquisition requirements under Executive Order 13693, Planning for Federal Sustainability in the Next Decade, related regulations, and other applicable law. Many of these practices and benefits can be captured directly by agencies in their implementation of ESPC projects, or indirectly through actions related to the ESPC projects.

Public disclosures of environmental impacts and sustainable management practices have been associated with increased operational efficiency, lower overhead costs, and reduced supply chain and other business risks for disclosing companies. Sustainability disclosures can help federal agencies understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and task order requirements which incorporate these strategies.

The Contractor shall develop, as necessary, and maintain during the performance period of this contract, a publicly available policy regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures). In making sustainability disclosures, the Contractor is requested to utilize existing,

widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility (CSR) reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires.

H.23.2 Sustainable Acquisitions under DOE ESPC Project TOs - Pursuant to Executive Order 13693, Planning for Federal Sustainability in the Next Decade, DOE is committed to managing its facilities in an environmentally preferable manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. In the performance of work on a DOE ESPC project through a TO awarded under this contract, the Contractor shall exert its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as:

- Recycled Content Products (EPA Designated Products), described at <http://epa.gov/cpg>
- Biobased Content Products (USDA Designated Products), described at <http://www.biopreferred.gov/>
- Energy Efficient Products, described at <http://energystar.gov/products> for Energy Star products, and described at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers, described at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products, described at <http://www.epa.gov/ozone/strathome.html>
- Water Efficient Products (EPA WaterSense Labeled Products), described at <http://epa.gov/watersense>

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor is expected to provide the sustainable, environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I of this contract require the use of products that have biobased content, are energy efficient, or have recycled content.

In case of an apparent inconsistency between this section and any specification elsewhere in the IDIQ contract or awarded TO, consult the DOE IDIQ Contracting Officer, or the ordering agency CO, for resolution.

H.24 Department of Energy Directives

- A. In performing work at the TO level for ESPC projects performed at DOE sites/facilities under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof identified below or identified elsewhere in the contract. For non-DOE sites, similar directives may be applicable, and incorporated at the TO level, as determined by the ordering agency CO.

<u>Directive No.</u>	<u>Date</u>	<u>Directive Title / Contract Requirements Document</u>
DOE Order 142.3A	10/14/2010	Unclassified Foreign Visits and Assignments Program
DOE Order 150.1A	03/31/2014	Continuity Programs
DOE Order 151.1D	08/11/2016	Comprehensive Emergency Management System
DOE Order 206.2	02/20/2013	Identity, Credential and Access Management (ICAM)
DOE Order 210.2A	04/08/2011	DOE Corporate Operating Experience Program
DOE Order 221.1B	09/27/2016	Reporting Fraud, Waste and Abuse to the Office Of Inspector General
DOE Order 221.2A	02/25/2008	Cooperation with the Office of Inspector General
DOE Order 225.1B	03/04/2011	Accident Investigations
DOE Order 226.1B	04/25/2011	Implementation of DOE Oversight Policy
DOE Order 227.1A	12/21/2015	Independent Oversight Program
DOE Order 231.1B	11/28/2012	Environment, Safety and Health Reporting
DOE Order 241.1B	12/13/2010	Scientific and Technical Information Management
DOE Order 414.1D	05/08/2013	Quality Assurance
DOE Order 420.1C	12/04/2012	Facility Safety
DOE Order 422.1	06/25/2013	Conduct of Operations

DOE Order 436.1	05/02/2011	Departmental Sustainability
DOE Order 442.2	07/29/2011	Differing Professional Opinions for Technical Issues Involving Environmental, Safety and Health Technical Concerns
DOE Order 470.4B	02/15/2013	Safeguards and Security Program
DOE Order 471.6	11/23/2012	Information Security
DOE Order 551.1D	04/02/2012	Official Foreign Travel

- B.** The DOE IDIQ Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the DOE IDIQ Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on future TO cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the DOE IDIQ Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the DOE IDIQ Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- C.** Notwithstanding the process described in paragraph (b), the DOE IDIQ Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive for all TOs not yet awarded.
- D.** The Contractor and the DOE IDIQ Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1, Changes - Fixed-Price.
- E.** Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.25 Public Affairs – Contractor Releases of Information Regarding DOE ESPC Projects

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed on DOE ESPC projects through TOs awarded under this IDIQ contract shall be reviewed and approved by the DOE ordering site prior to issuance. Therefore, the Contractor shall, at least 30 calendar days prior to the planned issue date, submit a draft copy to the DOE ordering site CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under the DOE TO. The DOE ordering site CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

[END OF SECTION H]

PART II - CONTRACT CLAUSES**Section I - Contract Clauses****I.1 FAR Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998)**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/>
<https://www.acquisition.gov/?q=browsefar>

For any fill-in clauses listed below, the ordering agency is responsible for incorporating and completing each clause in full text in the TO. Ordering agencies may incorporate additional agency specific clauses as required:

52.202-1	Definitions. (NOV 2013)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
52.203-7	Anti-Kickback Procedures. (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
52.203-14	Display of Hotline Poster(s). (OCT 2015)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (APR 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-2	Security Requirements. (AUG 1996) and Alternate II (APR 1984)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2016)
52.204-13	System for Award Management Maintenance. (OCT 2016)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (JAN 2014)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (MAY 2014)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)
52.210-1	Market Research. (APR 2011)
52.211-11	Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)
52.211-12	Liquidated Damages - Construction. (SEP 2000)
52.215-2	Audit and Records - Negotiation. (OCT 2010)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.215-14	Integrity of Unit Prices. (OCT 2010)
52.215-19	Notification of Ownership Changes. (OCT 1997)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) and Alternate III (OCT 1997) and Alternate IV (OCT 2010)
52.217-2	Cancellation Under Multi-year Contracts. (OCT 1997)

- 52.219-4 Notice of Price Evaluation for HUBZone Small Business Concerns. (OCT 2014)
- 52.219-8 Utilization of Small Business Concerns. (NOV 2016)
- 52.219-9 Small Business Subcontracting Plan. (JAN 2017) and Alternate II (NOV 2016)
- 52.219-14 Limitations on Subcontracting. (JAN 2017)
- 52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)
- 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)
- 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)
- 52.222-3 Convict Labor. (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work. (MAY 2014)
- 52.222-6 Construction Wage Rate Requirements. (MAY 2014)
- 52.222-7 Withholding of Funds. (MAY 2014)
- 52.222-8 Payrolls and Basic Records. (MAY 2014)
- 52.222-9 Apprentices and Trainees. (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards). (MAY 2014)
- 52.222-12 Contract Termination - Debarment. (MAY 2014)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
- 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)
- 52.222-15 Certification of Eligibility. (MAY 2014)
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (MAY 2014)
- 52.222-21 Prohibition of Segregated Facilities. (APR 2015)
- 52.222-26 Equal Opportunity. (SEP 2016)
- 52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)
- 52.222-29 Notification of Visa Denial. (APR 2015)
- 52.222-30 Construction Wage Rate Requirements - Price Adjustment (None or Separately Specified Method). (MAY 2014)
- 52.222-35 Equal Opportunity for Veterans. (OCT 2015)
- 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)
- 52.222-37 Employment Reports on Veterans. (FEB 2016)
- 52.222-40 Notification of Employee Rights under the National Labor Relations Act. (DEC 2010)
- 52.222-50 Combating Trafficking in Persons. (MAR 2015)
- 52.222-54 Employment Eligibility Verification. (OCT 2015)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)
- 52.222-60 Paycheck Transparency (Executive Order 13673) (OCT 2016)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)
- 52.223-2 Affirmative Procurement of Bio-based Products under Service and Construction Contracts. (SEP 2013)
- 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) and Alternate I (JUL 1995)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011) and Alternate I (MAY 2011) and Alternate II (MAY 2011)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-10 Waste Reduction Program. (MAY 2011)
- 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)
- 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016)
- 52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
- 52.223-19 Compliance with Environmental Management Systems. (MAY 2011)
- 52.223-20 Aerosols (JUN 2016)

52.223-21 Foams (JUN 2016)
 52.225-1 Buy American - Supplies. (MAY 2014)
 52.225-9 Buy American - Construction Materials. (MAY 2014)
 52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)
 52.225-11 Buy American - Construction Materials under Trade Agreements. (OCT 2016) and Alternate I (MAY 2014)
 52.225-12 Notice of Buy American Requirement - Construction Materials under Trade Agreements. (MAY 2014) and Alternate I (MAY 2014) and Alternate II (JUN 2009)
 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. (MAR 2008)
 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (JUN 2000)
 52.227-1 Authorization and Consent. (DEC 2007)
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
 52.227-3 Patent Indemnity. (APR 1984)
 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)
 52.227-16 Additional Data Requirements (JUN 1987)
 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)
 52.228-2 Additional Bond Security. (OCT 1997)
 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)
 52.228-11 Pledges of Assets. (JAN 2012)
 52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)
 52.228-14 Irrevocable Letter of Credit. (NOV 2014)
 52.228-15 Performance and Payment Bonds - Construction. (OCT 2010)
 52.229-3 Federal, State, and Local Taxes. (FEB 2013)
 52.229-6 Taxes - Foreign Fixed-Price Contracts. (FEB 2013)
 52.232-1 Payments. (APR 1984)
 52.232-5 Payments under Fixed-Price Construction Contracts. (MAY 2014)
 52.232-8 Discounts for Prompt Payment. (FEB 2002)
 52.232-11 Extras. (APR 1984)
 52.232-17 Interest. (MAY 2014)
 52.232-18 Availability of Funds. (APR 1984)
 52.232-23 Assignment of Claims. (MAY 2014)
 52.232-25 Prompt Payment. (JAN 2017)
 52.232-27 Prompt Payment for Construction Contracts. (JAN 2017)
 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information. (JUL 2013)
 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)
 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
 52.233-1 Disputes. (MAY 2014) and Alternate I (DEC 1991)
 52.233-3 Protest after Award. (AUG 1996)
 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
 52.236-21 Specifications and Drawings for Construction. (FEB 1997) and Alternate I (APR 1984)
 52.236-26 Preconstruction Conference. (FEB 1995)
 52.236-27 Site Visit (Construction). (FEB 1995)
 52.237-1 Site Visit. (APR 1984)
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
 52.242-5 Payments to Small Business Subcontractors (JAN 2017)
 52.242-13 Bankruptcy. (JUL 1995)
 52.243-1 Changes - Fixed-Price. (AUG 1987) and Alternate II (APR 1984)
 52.243-4 Changes. (JUN 2007)
 52.244-5 Competition in Subcontracting. (DEC 1996)
 52.244-6 Subcontracts for Commercial Items. (JAN 2017)
 52.245-1 Government Property. (JAN 2017) and Alternate I (APR 2012)
 52.245-9 Use and Charges (APR 2012)

52.246-17	Warranty of Supplies of a Noncomplex Nature. (JUN 2003)
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria. (MAY 2001) and Alternate III (APR 1984)
52.246-21	Warranty of Construction. (MAR 1994)
52.246-23	Limitation of Liability. (FEB 1997)
52.246-24	Limitation of Liability - High-Value Items. (FEB 1997) and Alternate I (APR 1984)
52.246-25	Limitation of Liability - Services. (FEB 1997)
52.247-1	Commercial Bill of Lading Notations. (FEB 2006)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels. (FEB 2006)
52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012) and Alternate I (SEP 1996) and Alternate III (SEP 1996)
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements). (APR 2012)
52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
52.249-10	Default (Fixed-Price Construction). (APR 1984) and Alternate I (APR 1984) and Alternate III (APR 1984)
52.251-1	Government Supply Sources. (APR 2012)
52.253-1	Computer Generated Forms. (JAN 1991)

I.2 DEAR Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://farsite.hill.af.mil/vfdoea.htm>

Ordering agencies may incorporate additional agency specific clauses as required:

952.202-1	Definitions. (FEB 2011)
952.203-70	Whistleblower Protection for Contractor Employees. (DEC 2000)
952.204-2	Security. (MAR 2011)
952.204-70	Classification/Declassification. (SEP 1997)
952.204-75	Public Affairs (DEC 2000)
952.208-70	Printing. (APR 1984)
952.223-78	Sustainable acquisition program. (OCT 2010) – Alternate I for Construction Contracts and Subcontracts (OCT 2010)
952.226-71	Utilization of Energy Policy Act target entities. (JUN 1996)
952.227-9	Refund of Royalties (FEB 1995)
952.247-70	Foreign travel. (JUN 2010)

FAR CLAUSES INCORPORATED IN FULL TEXT**I.3 52.204-19 - Incorporation by Reference of Representations and Certifications (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.4 52.204-21 - Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

(a) *Definitions.* As used in this clause--

“Covered Contractor information system” means an information system that is owned or operated by a Contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered Contractor information systems. Requirements and procedures for basic safeguarding of covered Contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered Contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.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 (Section B). Such orders may be issued from the award date of the IDIQ contract through 5 years from initial award date.

(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.

(End of clause)

I.6 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 \$5,000.00, 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 the ceiling;
- (2) Any order for a combination of items in excess of the ceiling; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 60 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.

(End of clause)

I.7 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 25 years from the ordering period end date.

(End of clause)

I.8 52.217-9 - Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor before the ordering period end date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 78 months, or 6.5 years, for the ordering period of performance.

(End of clause)

I.9 52.219-13 - Notice of Set-Aside of Orders. (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

I.10 52.223-9 - Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (MAY 2008)

(a) *Definitions.* As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to: ***Determined at the TO level.***

(End of clause)

I.11 52.227-14 – Rights in Data - General. (MAY 2014) (Modified by Alternate V (DEC 2007) and DEAR 927.409 (DEC 2000))

(a) *Definitions.* As used in this clause -

"Computer databases", as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software", as used in this clause, means

- (i) Computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (ii) Data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer databases.

"Data", as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

"Form, fit, and function data", as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights data", as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

“Restricted computer software”, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

“Technical data”, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

“Unlimited rights”, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright—*

(1) *Data first produced in the performance of this contract.*

- (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
- (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).
- (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

- (2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—
- (i) Identifies the data; and
 - (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
- (3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.
- (d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—
- (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
 - (2) As expressly set forth in this contract; or
 - (3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.
 - (4) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.
- (e) *Unauthorized marking of data.*
- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.
 - (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter

have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

- (2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
 - (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) *Omitted or incorrect markings.*
- (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
 - (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the use of the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
 - (3) If data has been marked with an incorrect notice, the Contracting Officer may—
 - (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or
 - (ii) Correct any incorrect notices.
- (g) *Protection of limited rights data and restricted computer software.*
- (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
 - (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
 - (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
 - (3) [Reserved]
- (h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
- (i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.
- (j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the

data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

(End of Clause)

I.12 52.243-7 - Notification of Changes. (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 30 (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice in information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.13 52.252-6 - Authorized Deviations in Clauses. (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DEAR CLAUSES INCORPORATED IN FULL TEXT

I.14 952.223-78 - Sustainable acquisition program. (OCT 2010)

- (a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic

Performance, the Department of Energy is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well-being of its federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well-being of federal employees, contract service providers and visitors using the facility.

(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures in the Changes clause of the contract. The initiatives important to these Orders are explained on the following Government or Industry Internet Sites:

- (1) Recycled Content Products are described at <http://epa.gov/cpg>.
- (2) Bio-based Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are at <http://energystar.gov/products> for Energy Star products.
- (4) Energy efficient products are at <http://www.femp.energy.gov/procurement> for FEMP designated products.
- (5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at <http://www.epeat.net> the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.
- (6) Greenhouse gas emission inventories are required, including Scope 3 emissions which include Contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at <http://www.archives.gov/federal-register/executive-orders/disposition.html>.
- (7) Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>.
- (8) Water efficient plumbing products are at <http://epa.gov/watersense>.

(c) The clauses at FAR 52.223-2, Affirmative Procurement of Bio-based Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, require the use of products that have bio-based content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product –

- (1) Is not available;
- (2) Is not life cycle cost effective or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable (EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level);
- (3) Does not meet performance needs; or,
- (4) Cannot be delivered in time to meet a critical need.

(d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (<http://www.epa.gov/greeningepa/practices/eo13423.htm>) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (<http://www.archives.gov/federal-register/executive-orders/disposition.html>). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic

performance. This guide includes information concerning recycled content products, bio-based products, energy efficient products, water efficient products, alternative fuels and vehicles, non-ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: <http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf>.

(e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor to the extent required elsewhere in the contract. This requirement should not be flowed down to subcontractors.

(f) In complying with the requirements of paragraph (c) of this clause, the Contractor(s) shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position. Reporting under this paragraph and paragraphs (g) and (h) of this clause is only required if the contract or subcontract offers subcontracting opportunities for energy efficient and environmentally sustainable products or services exceeding \$100,000 in any contract year.

(g) The Contractor shall prepare and submit performance reports, if required, using prescribed DOE formats, at the end of the federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default.

(h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The subcontractor, if subcontracting opportunities for sustainable and environmentally preferable products or services exceed the threshold in paragraph (f) of this clause, will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the prime Contractor's Environmental Sustainability Coordinator at the supported facility. The subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.

(i) When this clause is used in a subcontract, the word "contractor" will be understood to mean "subcontractor."

(End of Clause)

I.15 952.225-71 - Compliance with Export Control Laws and Regulations (NOV 2015)

(a) The Contractor shall comply with all applicable export control laws and regulations.

(b) The Contractor's responsibility to comply with all applicable export control laws and regulations exists independent of, and is not established or limited by, the information provided by this clause.

(c) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but not limited to—

(1) The Atomic Energy Act of 1954 (42 U.S.C. 2011 et seq.), as amended;

(2) The Arms Export Control Act (22 U.S.C. 2751 et seq.);

(3) The Export Administration Act of 1979 (50 U.S.C. app. 2401 et seq.), as continued under the International Emergency Economic Powers Act (Title II of Pub. L. 95-223, 91 Stat. 1626, October 28, 1977; 50 U.S.C.

1701 et seq.);

- (4) Trading with the Enemy Act (50 U.S.C. App. 5(b), as amended by the Foreign Assistance Act of 1961);
- (5) Assistance to Foreign Atomic Energy Activities (10 CFR part 810);
- (6) Export and Import of Nuclear Equipment and Material (10 CFR part 110);
- (7) International Traffic in Arms Regulations (ITAR) (22 CFR parts 120 through 130);
- (8) Export Administration Regulations (EAR) (15 CFR Parts 730 through 774); and
- (9) The regulations administered by the Office of Foreign Assets Control of the Department of the Treasury (31 CFR parts 500 through 598).

(d) In addition to the Federal laws and regulations cited above, National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Engineering Information, establishes a national policy that, to the maximum extent possible, the products of fundamental research shall remain unrestricted. NSDD 189 provides that no restrictions may be placed upon the conduct or reporting of federally funded fundamental research that has not received national security classification, except as provided in applicable U.S. statutes. As a result, contracts confined to the performance of unclassified fundamental research generally do not involve any export-controlled activities.

NSDD 189 does not take precedence over statutes. NSDD 189 does not exempt any research from statutes that apply to export controls such as the Atomic Energy Act, as amended; the Arms Export Control Act; the Export Administration Act of 1979, as amended; or the U.S. International Emergency Economic Powers Act, or regulations that implement parts of those statutes (e.g., the ITAR, the EAR, 10 CFR part 110 and 10 CFR part 810). Thus, if items (e.g., commodities, software or technologies) that are controlled by U.S. export control laws or regulations are used to conduct research or are generated as part of the research efforts, export control laws and regulations apply to the controlled items.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all solicitations and subcontracts.

(End of clause)

I.16 952.226-72 - Energy Policy Act subcontracting goals and reporting requirements. (JUN 1996)

(a) Definition. Energy Policy Act target groups, as used in this provision means –

- (1) An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent --
 - (i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or
 - (ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;
- (2) Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of education pursuant to 34 CFR 608.2; and
- (3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Goals. The Contractor, in performance of this contract, agrees to provide its best efforts to award subcontracts to the following classes of entities –

- (1) Small business concerns controlled by socially and economically disadvantaged individuals or by women: Five (5) percent;
- (2) Historically Black colleges and universities: No specific percentage assigned; and
- (3) Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: No specific percentage assigned.

(c) Reporting requirements. (1) The Contractor agrees to report, on an annual federal government fiscal year basis, its progress against the goals by providing the actual annual dollar value of subcontract payments for the preceding 12-month period, and the relationship of those payments to the incurred contract costs for the same period. Reports submitted pursuant to this clause must be received by the Contracting Officer (or designee) not later than 45 days after the end of the reporting period.

- (2) If the contract includes reporting requirements under FAR 52.219-9, Small Business Subcontracting Plan, the Contractor's progress against the goals stated in paragraph (b) of this clause shall be included as an addendum to Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, as applicable, for the period that corresponds to the end of the federal government fiscal year.

(End of clause)

[END OF SECTION I]

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER
 ATTACHMENTS**

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT NO.	DESCRIPTION	DATE	NO. OF PAGES
J-1	AcronymList	02/17/2017	2
J-2	Definitions of Applicable Terms	03/10/2017	5
J-3	Energy Savings Performance Contract Technology Categories	03/10/2017	3
J-4	Recommended Deliverables for Task Orders	03/10/2017	2
J-5	Descriptions of TO Schedules and Placement of Pricing Information	03/13/2017	6
J-6	TO Schedules	04/25/2017	12
J-7	ESPC Risk, Responsibility and Performance Matrix	02/21/2017	3
J-8	Measurement and Verification Plan and Savings Calculation Methods Outline	02/21/2017	7
J-9	Post-Installation Report Outline	03/13/2017	6
J-10	Annual Measurement and Verification Report Outline	03/13/2017	8
J-11	Investor Deal Summary Template	01/31/2017	4
J-12	Standard Finance Offer Template	01/31/2017	2
J-13	Preliminary Assessment Recommended ECM Template	01/31/2017	1
J-14	Project Management Center Upload Instructions	02/22/2017	13
J-15	eProject Builder System Instructions	03/10/2017	3
J-16	Individual Subcontracting Plan - Approved	02/23/2017	XX*
J-17	References and Web Links	02/23/2017	2

* A blank template for the individual subcontracting plan is provided in the following pages. The individual contracts, other than the one awarded to a small business, each contain a completed and approved individual small business subcontracting plan.

[END OF SECTION J]

ATTACHMENT J-1 Acronym List

AFV	Alternative Fueled Vehicle
AIA	American Institute of Architects
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
BAS	Building Automation System
CFM	Cubic feet per minute
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
DEAR	Department of Energy Acquisition Regulation
DOE	Department of Energy
ECM	Energy Conservation Measure
EMCS	Energy Monitoring/Management Control System
EOI	Expression of Interest
ePB	eProject Builder
ESCO	Energy Services Company
ESPC	Energy Savings Performance Contract
FAR	Federal Acquisition Regulation
FEMP	Federal Energy Management Program
FOCI	Foreign Ownership, Control and Influence
FPP	Financing Procurement Price
HVAC	Heating, Ventilating and Air-conditioning
IDIQ	Indefinite Delivery/Indefinite Quantity
IDS	Investor Deal Summary
IESNA	Illuminating Engineering Society of North America
IGA	Investment Grade Audit
IPMVP	International Performance Measurement and Verification Protocol
M&V	Measurement and Verification
MACRS	Modified Accelerated Cost Recovery System
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NOITA	Notice of Intent To Award (a TO)
O&M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
PA	Preliminary Assessment
PCB	Poly-chlorinated Biphenyl
PE	Professional Engineer
PF	Project Facilitator/Facilitation
PWS	Performance Work Statement
REC	Renewable Energy Credit

RFP	Request for Proposals
SBPA	Selection Based on PAs Method
SBQ	Selection Based on Qualifications Method
SF	Standard Form
SFO	Standard Financing Offer
SOW	Statement of Work
TC	Technology Category
TO	Task Order
TRC	Tradable Renewable Certificates
UBC	Uniform Building Code
UL	Underwriters Laboratory
UPC	Uniform Plumbing Code

[END OF ATTACHMENT J-1]

ATTACHMENT J-2 Definitions of Applicable Terms

Added Premium - The added premium is the number of basis points (basis point=1/100 of a percentage point) that, when added to the index rate for a TO project, equals the total Project Interest Rate (a fixed annual percentage). The entity providing the capital to finance a project, which may be the contractor or a third party, can recover financing expenses either in the added premium or as a separate Financing Procurement Price. In most cases, contractors use project financing capital from third party financiers, and the added premium is a pass-through expense from the third party financier. In such cases, the contractor may recover the cost of arranging third-party financing through the Financing Procurement Price.

Adjusted Energy Baseline - An energy baseline that has been adjusted to compensate for factors that would have changed energy consumption in the absence of any ECMs (i.e., factors affecting baseline energy use beyond the contractor's control). Examples of such factors include increases or decreases in conditioned or illuminated space, changes in occupancy or building use, facility renovation, or extremes in weather.

Annual Measurement and Verification (M&V) - The term annual M&V means a procedure including, but not limited to, verification of the achievement of guaranteed energy, water, and related cost savings and energy unit savings, resulting from implementation of ECMs and a determination of whether an adjustment to the energy baseline is justified by conditions beyond the contractor's control.

Applicable Financial Index - The financial index, upon which the index rate, the first component of the project interest rate is based, namely the 10-year Treasury Security. No other index is authorized at this time.

Commissioning - Procedures undertaken, generally by the contractor, to assure that ECMs and building systems perform interactively in accordance with design documentation and intent. See "FEMPs Commissioning Guide for ESPCs" at http://www1.eere.energy.gov/femp/pdfs/comm_guide_espc.pdf.

Construction Finance Charges - The contractor's costs of financing the price of construction or ECM installation. A contractor may not require construction financing for a specific TO. If a contractor does not require construction financing for a specific TO, this cost element would be zero. This cost element shall be included in Financing Procurement Price (not as a direct cost or implementation expense).

Contracting Officer (CO) and Contracting Officer's Representative (COR) - The following four definitions are provided to distinguish among the DOE and ordering agency CO and COR:

Ordering Agency Contracting Officer refers to the ordering agency CO, responsible for award and administration of TOs.

Ordering Agency Contracting Officer's Representative refers to the ordering agency COR, responsible for technical direction and administration of the TOs.

DOE Contracting Officer refers to the DOE CO responsible for award and administration of the ESPC IDIQ contracts.

DOE Contracting Officer's Representative refers to the DOE COR, responsible for providing technical direction and administration of the IDIQ contracts.

Delivery Percentage - See Implementation Delivery Percentage or Post-Acceptance Performance Period Delivery Percentage.

Direct Costs - Any allowable cost that can be specifically identified to a particular final cost objective.

Energy Baseline - The amount of energy that would have been consumed annually without implementation of ECMs based on historical metered data, engineering calculations, sub-metering of buildings or energy consuming

systems, building load simulation models, statistical regression analysis, or some combination of these methods.

Energy Conservation Measure (ECM) - A measure that is applied to an existing federal building or facility that improves energy efficiency, is life cycle cost effective under 10CFR Part 436, Subpart A, and involves energy conservation, cogeneration facilities, renewable energy sources, improvements in operation and maintenance efficiencies, or retrofit activities, which result in energy, water, or related cost savings. For purposes of this definition, “improves energy efficiency” is not limited to a more efficient conversion of energy; rather when renewable energy is substituted for conventional energy fuels, resulting in the Government’s reduced usage of conventional energy sources; such a substitution constitutes “improved energy efficiency.” Operation and maintenance efficiency improvements are also realized when O&M costs for a facility are reduced as a result of the energy efficiency improvement(s).

Energy Cost Savings - A reduction in the cost of energy, water, and related operation and maintenance expenses from a base cost established through a methodology set forth in an ESPC project, utilized in federal buildings or facilities as a result of: (1) installation of ECM(s); (2) the lease or purchase of operating equipment, improvements, altered O&M, or technical services; or (3) the increased efficient use of existing energy sources by cogeneration or heat recovery. Energy cost savings are generally recurring savings - savings that occur year after year; however, one-time energy cost savings may come from energy savings in excess of guaranteed savings, either during the post-acceptance performance period or during the implementation period.

Energy-Related Cost Savings - Energy-related cost savings are generally recurring reductions in expenses (other than energy costs) related to energy-consuming equipment, generally affecting operations, maintenance, renewal, or repair expenses of equipment. One-time energy-related cost savings can result from avoided expenditures of O&M, repair and replacement, or capital expenditures funds for projects (e.g., equipment replacement) that, because of the ESPC project, will not be necessary. The contractor shall comply with the latest version of “How to Determine and Verify Operating and Maintenance (O&M) Savings in Energy Savings Performance Contracts”.

eProject Builder – eProject Builder (“ePB”) is a web-based tool managed on behalf of DOE by the University of California/Lawrence Berkeley National Laboratory (LBNL). ePB enables contractors and their contracting agencies or other entities to:

- (1) Upload and track project-level information;
- (2) Generate basic project reporting materials (e.g. project schedules) that may be mandated by local, State, and/or federal agency requirements; and
- (3) Benchmark proposed ESPC projects against historical project data.

ePB is a secure, web-based ESPC project data entry and tracking system that standardizes the collection, calculation, and reporting of performance data for ESPCs across all levels of government. Contractors shall submit project level financial and energy-savings information into this secure online system, which will then generate the full set of financial schedules. The data requirements are specified on the ePB website and amended from time-to-time. See <https://eprojectbuilder.lbl.gov>.

Escalation Rate - The escalation rate is the rate of change in price for a particular good or service (as contrasted with the inflation rate, which is for all goods and services). In determining escalation rates the contractor shall comply with the latest version of FEMPs “Guidance on Utility Rate Estimations and Weather Normalization in an ESPC”.

Estimated Energy Cost Savings - Estimated energy cost savings are the contractor-estimated energy cost savings in dollars per year for each ECM, and equal the estimated energy savings multiplied by the established energy prices in appropriate units. For ECMs with multiple energy type impacts, energy cost savings equals the sum of the products of the energy savings by energy type and established energy prices. The established energy prices are based on the energy tariffs or rate schedules in effect at the time the project is being developed. Since energy cost savings occur each year after ECMs are implemented, they are a recurring cost savings.

Estimated Project Size – The estimated implementation price of an ESPC TO project.

Financing Procurement Price - The financing procurement price consists primarily of capitalized construction period interest, and also includes any cost for the service of arranging the project financing.

Guaranteed Annual Cost Savings - The guaranteed annual cost savings are the levels of annual cost savings the contractor is willing to guarantee for an ESPC TO project. The proposed values for these savings are initially provided in the Preliminary Assessment (PA) on the ePB-generated TO Schedule 1. After conducting an Investment Grade Audit, the contractor revises the values from the PA and offers the final values within its Proposal on the ePB-generated TO Schedule 1. The guaranteed annual cost savings must exceed the annual contractor payments in each year of the TO post-acceptance performance period. For the first interval (generally 12 months) after Government acceptance of construction, the contractor is paid as if the savings guarantee is being met. The annual M&V report establishes savings. If savings fall short of the guarantee, the contractor will pay back the shortfall over the next interval by accepting lower payments.

Implementation Delivery Percentage – A portion of the total implementation price, expressed as a percentage, which includes the project costs for design, project management, performance bonds, commissioning and training, measurement and verification services, implementation overhead, and implementation profit. This percentage is calculated using TO Schedule 6, Project Implementation Pricing Worksheet, and applied to the sum of the ECM direct costs identified on the ePB-generated TO Schedule 2, Implementation Price by ECM.

Implementation Expense - Implementation expenses are typically the sum of the direct and indirect costs of all tasks required to install ECMs. Implementation expenses do not include financing costs, profit or any expenses incurred during the performance period.

Implementation Period - The implementation period is the period between the date of TO award and the date that all ECMs are operational and accepted by the Government. If additional ECMs are added to the TO by modification, the implementation period for such additional ECMs shall be from date of TO modification incorporating the additional ECMs to the date all additional ECMs are operational and accepted by the Government.

Implementation Profit - Implementation profit is typically applied to total direct and indirect expenses for project development and all ECMs in TO Schedule 2.

Implementation Price - Implementation price is typically comprised of: the sum of project development and all proposed ECMs direct expenses; indirect expense applied to sum of direct expenses, and profit applied to the sum of total project direct and indirect expenses.

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

Index Rate - The index rate is the interest rate for the financing period of a specific task order (TO) project, based on the contractor's proposed applicable financial index. The added premium negotiated for a TO project is added to this figure.

Indirect Cost - Any allowable expense not directly identified with a single, final cost objective, but can be identified to two or more cost objectives or the company as a whole.

Interest Rate Spread (Above Treasury Rate) – The fixed annual percentage rate that, when added to the applicable financial index (i.e., 10-year U.S. Treasury Bill), constitutes the total annual percentage finance charge, or project interest rate, that the contractor will charge the Government on the borrowed amount. This spread usually incorporates factors for investment risk, expected inflation, liquidity and maturity. It does not include finance processing fees. An interest rate spread can also be referred to as an added premium.

Investment Grade Audit (IGA) - A site survey which may include, but is not limited to, a detailed analysis of the energy cost savings and energy unit savings potential, building conditions, energy consumption, and hours of use or occupancy for a facility, for the purpose of preparing technical and price proposals.

Key Subcontractor – A subcontractor that has unequivocally committed to provide services to the prime contractor

in support of any awarded TOs for the period of performance of the contract.

Measurement and Verification (M&V) - The process of measuring and verifying energy, water and related cost savings.

Notice of Opportunity (NOO) - A request for expression of interest issued by the ordering agency to notify the IDIQ contract holders of its desire to pursue an ESPC project, its ESPC-related objectives and mission, the facilities that may be included, and the energy usage for its facilities. The NOO also includes significant evaluation factors and their relative importance, and a submittal deadline for responses to the notice.

Notice of Intent to Award (NOITA) - A written notice issued by the ordering agency to notify the contractor that the ordering agency intends to award a TO for an ESPC project.

Post-Acceptance Performance Period - The period (typically in years) from the date an ESPC TO project is operational and accepted by the Government, to the end of the TO's contract term.

Post-Acceptance Performance Period Annual (or Regular Interval) M&V - At least annually, the contractor and the ordering agency shall 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. This ensures that the M&V monitoring and reporting systems are working properly, and it allows fine-tuning of measures throughout the year based on operational feedback.

Post-Acceptance Performance Period Delivery Percentage - A portion of the total post-acceptance performance period price, expressed as a percentage, which includes overhead costs and profit for the post-acceptance performance period only. This percentage is applied to the sum of the annual post-acceptance performance period expenses.

Post-Acceptance Performance Period Expenses - Direct costs (without contractor delivery percentages) of all tasks required to maintain energy savings performance after Government acceptance of installed ECMs. These expenses shall not include any indirect costs, financing costs, profit nor any expenses incurred during the implementation period.

Post-Installation M&V Activities - Post-installation M&V consists of measurements, inspections and other activities designed to verify the achievement of annual energy cost savings performance guarantees provided by the contractor.

Preliminary Assessment (PA) - A feasibility study which may include, but is not limited to, an evaluation of energy cost savings and energy unit savings potential, building conditions, energy consuming equipment, and hours of use or occupancy, for the purpose of developing preliminary technical and price proposals prior to issuance of a notice of intent to award a TO project in accordance with the IDIQ contract procedures. Although a PA may include a technical concept and price assessment, it is not a binding offer and does not include the text of a financing agreement. The accuracy of the costs and savings estimates will be further refined in the proposal after the IGA.

Project Development - Includes all work activities that occur after the ordering agency issues a NOITA. Work activities may include all direct costs associated with the development of an IGA, including but not limited to site visits and inspections, meetings, calculations, project costing, baselines and M&V development.

Project Square Footage - Project square footage is the total square footage of a building in which ECMs are installed by a contractor, or of buildings where energy usage and sources are affected by installed ECMs.

Project Interest Rate - The project interest rate is the sum of the index rate and added premium for a specific TO project.

Proposal - A proposal is a written, binding offer from a contractor that includes technical and price proposals and the text of any financing agreement (including a lease-acquisition).

Recurring Energy-Related Cost Savings - Recurring energy-related cost savings are ongoing or annually recurring reductions in energy-related expenses that are budgeted and allocated annually, such as lowered costs for ongoing O&M, repair, or reduction in demand and/or energy rates. These must be actual savings, i.e., there must be an associated reduction in money that the Government was currently spending or planning to spend. O&M and repair costs for tasks currently being performed by the Government or by a contractor hired by the Government are energy-related cost savings if the ESPC contractor assumes the task, reduces the task, or eliminates the task. The Government will determine whether an ESPC contractor-proposed task assumption, reduction, or elimination will be considered recurring energy-related cost savings.

Renewable Energy Credits (RECs) - also known as Tradable Renewable Certificates (TRCs) or Green Tags™ - A market mechanism that represents the environmental benefits associated with generating electricity from renewable energy sources. Rather than functioning as a tax on pollution-causing electricity generators, as traditional carbon emissions trading programs do, RECs function as a nongovernmental subsidy on pollution-free electricity generators.

Response to a Notice of Opportunity (NOO) – An IDIQ contract holder’s written response providing an expression of interest to an ordering agency CO’s NOO for an ESPC project.

Responsible Prospective Contractor - A contractor that meets the standards in FAR 9.104. An award can only be made to contractors that are determined to be responsible.

Selection Based on Qualifications Method (SBO) – Method of selecting a TO contractor.

Selection Based on PA’s Method (SBPA) – Method of selecting a TO contractor.

Task Order (TO) - The obligating document that provides the details and requirements for the order of an ESPC project, placed against an established IDIQ contract.

Task Order (TO) Project - The complete package of ECMs included in a TO for a building, facility, site or agency. Investment and project financing is provided by the contractor to implement an ECM Project, which includes aggregation or bundling of individual ECMs, resulting in energy, water, and related cost savings to the facility.

Task Order Request for Proposal (TO RFP) - A document prepared by the ordering agency to communicate the ordering agency’s requirements to the contractor and to solicit proposals. The document will incorporate all agency, site, and project specific standards procedures, functional requirements, terms, and conditions (not already addressed in the IDIQ contract).

Task Order Term - The term of a TO issued against this IDIQ contract is defined as the sum of the implementation and post acceptance performance periods negotiated with the ordering agency. The maximum TO term is 25 years from TO award.

Technology Category (TC) - ECMs shall be categorized based on the type of system and equipment involved in the project. The TCs are indicated in Attachment J-3. The miscellaneous category shall be used for applications where the ECMs are not identified by the other categories.

Total Post-Acceptance Performance Period Expenses - The sum of all expenses incurred during the post-acceptance performance period.

White Tags™ – Also known as Energy Efficiency Certificates – Tradable attributes similar to Renewable Energy Credits or Green Tags™ that represent the value of energy not used (conserved) at facilities. White Tags™ represent the contractual right to claim the environmental and other attributes associated with electricity generated from a renewable energy facility. They may be traded independently of the energy.

[END OF ATTACHMENT J-2]

ATTACHMENT J-3

Energy Savings Performance Contract (ESPC)

Technology Categories

This attachment lists the Technology Categories (TCs) and related ECMs that are suggested to be evaluated for inclusion in an ESPC Project. The identified ECM examples are not intended to be inclusive of all potential ECMs authorized under each TC.

- TC.1 Boiler Plant Improvements** – ECMs such as, but not limited to:
- Boiler control, including new controls and retrofits to existing controls
 - Replacement of existing boilers with high efficiency boilers
 - Boiler decentralization
- TC.2 Chiller Plant Improvements** – ECMs such as, but not limited to:
- Chiller retrofits or replacements
 - Chiller plant pumping, piping, and controls retrofits and replacements
- TC.3 Building Automation Systems (BAS)/ Energy Management Control Systems (EMCS)** – ECMs such as, but not limited to:
- Installation of a new BAS/ EMCS
 - Upgrade or replacement of existing EMCS systems
 - HVAC upgrade from pneumatics to Direct Digital Control
- TC.4 Heating, Ventilating, and Air Conditioning (HVAC) Improvements (not including boilers, chillers, and BAS/EMCS)** – ECMs such as, but not limited to:
- Packaged air conditioning unit replacements
 - HVAC damper and controller repair or replacement
 - 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 retrofit
- TC.5 Lighting Improvements** – ECMs such as, but not limited to:
- Interior and exterior lighting retrofits and replacements
 - Intelligent lighting controls
 - Occupancy sensors
 - Light Emitting Diode technologies
 - Daylighting
 - Spectrally enhanced lighting
 - Fiber optic lighting technologies
- TC.6 Building Envelope Modifications** – ECMs such as, but not limited to:
- Insulation installation
 - Weatherization
 - Window replacement
 - Reflective solar window tinting

TC.7 Chilled Water, Hot Water, and Steam Distribution Systems – ECMs such as, but not limited to:

- Piping insulation installation
- Hot water heater repair and replacement
- Steam trap repair and replacement
- Repair or replacement of existing condensate return systems and installation of new condensate return systems

TC.8 Electric Motors and Drives – ECMs such as, but not limited to:

- Motor replacement with high efficiency motors
- Variable speed motors or drives

TC.9 Refrigeration – ECMs such as, but not limited to:

- Replacement of ice/refrigeration equipment with high efficiency units

TC.10 Distributed Generation – ECMs such as, but not limited to:

- Cogeneration systems installation
- Micro-turbines installation
- Fuel cells installation

TC.11 Renewable Energy Systems – ECMs such as, but not limited to:

- Photovoltaic system installation
- Solar hot water system installation
- Solar ventilation preheating system installation
- Wind energy system installation
- Passive solar heating installation
- Landfill gas, waste water treatment plant digester gas, and coal bed methane power plant installation
- Wood waste and other organic waste stream heating or power plant installation
- Replacement of air conditioning and heating units with ground coupled heat pump systems

TC.12 Energy/Utility Distribution Systems – ECMs such as, but not limited to:

- Transformers installation
- Power quality upgrades
- Power factor correction
- Gas distribution systems installation

TC.13 Water and Sewer Conservation Systems – ECMs such as, but not limited to:

- High-efficiency plumbing fixtures: toilets, urinals, faucets, and showerheads
- Water efficient irrigation and landscaping
- On-site sewer treatment systems
- Distribution system leak detection and repair
- Cooling tower and steam boiler system water management
- Water-efficient vehicle wash systems
- Water-efficient commercial kitchen equipment
- Water-efficient laboratory and medical equipment
- Alternative water systems (e.g., rainwater harvesting, reclaimed wastewater, and condensate capture systems)

TC.14 Electrical Peak Shaving/Load Shifting – ECMs such as, but not limited to:

- Thermal energy storage
- Gas cooling

TC.15 Energy Cost Reduction Through Rate Adjustments – ECMs such as, but not limited to:

- Change to more favorable rate schedule
- Lower energy cost supplier(s) (where applicable)
- Energy service billing and meter auditing recommendations
- Energy Service Agreements

TC.16 Energy Related Process Improvements – ECMs such as, but not limited to:

- Production and/or manufacturing improvements
- Recycling and other waste stream reductions
- Industrial process improvement

TC.17 Commissioning – ECMs such as, but not limited to:

- Retro-commissioning services
- Continuous commissioning services

TC.18 Advanced Metering Systems

TC.19 Appliance/Plug-load reductions – ECMs such as, but not limited to:

- Replace air-cooled ice/refrigeration equipment
- Replace refrigerators
- De-lamp vending machines
- Plug timers
- Energy Star® products

TC.20 Other / Future ECMs – Other measures that meet the statutory definition of an ECM, but do not fit into any other category.

[END OF ATTACHMENT J-3]

ATTACHMENT J-4 Recommended Deliverables for Task Orders

Pre-Award Deliverables Recommendations :

Item	Deliverable	Frequency	Due	Copies ^a	Recipient ^a
1	Preliminary Assessment	One time	Per contractor schedule	5 (2/3)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1) • DOE EERE PMC (0/1) • PF (0/1)
2	Draft Proposal with Investment Grade Audit (IGA)	One time	Per contractor schedule	4 (2/2)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1) • PF (0/1)
3	Final Proposal with IGA	One time	Per contractor schedule	5 (2/3)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1) • DOE EERE PMC (0/1) • ePB(0/1)
4	Evidence of surety commitment	One time	Per contractor schedule	1	<ul style="list-style-type: none"> • Ordering Agency CO (1/0)

^aFormats for and numbers of submittals are indicated in parentheses (mailed paper hard copy (or CD-ROM) / electronic file(s) uploaded or emailed to designated recipient or website (e.g., PMC, ePB, etc.))

Post-Award Deliverables Recommendations :

Item	Deliverable	Frequency	Due	Copies ^a	Recipient ^a
1	Signed Task Order	One time	Upon Receipt from ordering agency	2 (1/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • DOE EERE PMC (0/1)
2	Certificate of Insurance	One time	15 days after TO award	1 (1/0)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0)
3	Performance Bond	One time	30 days after TO award	1 (1/0)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0)
4	Payment Bond	One time	30 days after TO award	1 (1/0)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0)
5	Work Schedule	Monthly	10 days before work start	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
6	Work Outside Normal Hours	Per occurrence	5 days before work start	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
7	Design and Construction Package	One time	Due date based on proposal and negotiations days after TO award	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
8	ECM Quality Control Inspection Program	One time	With Item 7 above	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
9	Commissioning Plan	One time	After Approval of item 7 above	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
10	Safety and Health Plan	One time	With Item 7 above	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)

Post-Award Deliverables Recommendations, Continued:

Item	Deliverable	Frequency	Due	Copies ^a	Recipient ^a
11	Notification of Utility Interruption	Per occurrence	15 working days prior to outage	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
12	Operation Work Procedure	One time	With training class	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
13	<ul style="list-style-type: none"> • Maintenance Work Procedure • Maintenance Work Requirements and Checklist 	One time	With training class	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
14	O&M Manuals and Spare Parts Lists	One time	Prior to agency acceptance of project	3 (2/1)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1)
15	Commissioning Report	One time	Upon ECM installation and commissioning	4 (2/2)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1) • DOE EERE PMC (0/1)
16	Post-Installation Report	One time	Prior to Government's acceptance	5 (2/3)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1) • DOE EERE PMC (0/1) • ePB (0/1)
17	As-built Drawings	Per ECM	Prior to Government's acceptance	3 (3/0)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (2/0)
18	Annual M&V Report on ECM Performance	Annual	30 days after each year during performance period	5 (2/3)	<ul style="list-style-type: none"> • Ordering Agency CO (1/0) • Ordering Agency COR (1/1) • DOE EERE PMC (0/1) • ePB (0/1)
19	TO Modifications	Per modification	Upon receipt of signed modification	4 (0/4)	<ul style="list-style-type: none"> • DOE COR (0/1) • DOE CO (0/1) • DOE EERE PMC (0/1) • ePB (0/1)

^aFormats for and numbers of submittals are indicated in parentheses (mailed paper hard copy (or CD-ROM) / electronic file(s) uploaded or emailed to designated recipient or website (e.g., PMC, ePB, etc.))

[END OF ATTACHMENT J-4]

ATTACHMENT J-5

Descriptions of TO Schedules and Placement of Pricing Information

J-5.1 Descriptions of TO Schedules (Examples of Schedules from eProject Builder are provided in Attachment J-6)

J-5.1.1 TO Summary Schedule of Basic Project Information – presents in a concise manner all of the basic information related to the TO including:

- A. Contact Information - the contractor shall provide point of contact information for the project, including the ESCO, ordering agency, PF, financier, etc.
- B. Project Identification and Characteristics – the contractor shall provide basic information for the project, including the ordering agency name, ordering agency task order number (if known), ESCO DOE IDIQ contract number, location, and facility characteristics.
- C. Cost and Financials – the contractor shall provide financing terms including the base index interest rate, added spread above index, and project interest rate used in calculating interest in the proposal; project summary capitalization information including the TO Schedule 2 implementation price, financing procurement price including construction period interest and any other related expenses, and implementation period payments from TO Schedule 1.
- D. Other – the contractor shall disclose other significant factors having an influence on the proposal, including the guaranteed percent of estimated savings, the primary electric, natural gas and water utility companies.

J-5.1.2 TO Annual Dollar Savings Escalation Rates Schedule – presents the full schedule of energy, demand, water and other escalation rates to be used in the calculation of performance period payments and savings.

J-5.1.3 TO Schedule 1 - Guaranteed Cost Savings and Contractor Payments – TO Schedule 1 shall be submitted to present the contractor's estimated annual cost savings, guaranteed annual cost savings, and annual contractor payments. For the PA, these cost savings and payments may be presented as ranges, averages or other values as required by the ordering agency. For the proposal, the cost savings and payments shall be the final values proposed by the ESCO to the ordering agency.

- A. **Column (a)** - Contractor submits proposed Estimated Cost Savings during the Implementation Period, prior to full project acceptance from one-time pre-acceptance payments (See most recent version of "DOE-FEMP Guidelines Regarding One-Time Payments and One-Time Savings in Energy Savings Performance Contracts"). This DOE-FEMP guidance allows such energy cost savings as avoided repair or replacement expenses with one-time payment from appropriations available for repair or replacement by contractor; or energy cost savings and related payments from selected ECMs accepted by ordering agency prior to full project acceptance.
- B. **Column (b)** - Contractor submits Guaranteed Cost Savings for savings submitted in Column (a).
- C. **Column (c)** - Contractor submits Contractor Payments for proposed Guaranteed Cost Savings during the Implementation Period.
- D. **Column (d)** - Contractor shall submit in post-acceptance performance period year one, Estimated Annual Cost Savings, which reflects the total of estimated annual cost savings in Schedule 4. Contractor submits values for column (d) post-acceptance performance period years two through proposed performance period term, and if applicable, apply escalation rates, per note (6) on TO Schedule 1 (final), accepted by the ordering agency CO.
- E. **Column (e)** - Contractor submits Guaranteed Annual Cost Savings for Estimated Annual Cost Savings submitted in Column (d).

- F. Column (f)** - Contractor submits annual contractor payments for guaranteed annual cost savings for each year of the proposed performance period.
NOTE: Guaranteed annual cost savings must exceed contractor payment during implementation period and each year of the post-acceptance performance period.

J-5.1.4 TO Schedule 2 - Implementation Price by ECM – TO Schedule 2 presents the contractor’s total implementation price investment for project development for each ECM included in a specific TO project. It reflects the capacity and M&V expense for equipment proposed for installation of each ECM indicated along with its direct costs. The ECM direct costs are then multiplied by the calculated delivery percentage (from TO Schedule 6), and the amount of incentives are subtracted, to calculate the total implementation price for each proposed ECM for the TO project. The project development cost is added to arrive at the total implementation price. This information is required as a trace to the information provided in TO Schedule 3.

A. The contractor shall submit a completed TO Schedule 2 for ECMs as follows:

1. Project development costs including technical assessment and project proposal * (column d)
2. ECM Technology Category from Attachment J-3
3. ECM numbering (contractor numbering matching technical proposal ECM numbering)
4. ECM description
5. ECM Coverage – the ECM percentage share of the total project floor area in the buildings affected by the Task Order
6. ECM equipment capacity/size (e.g., chillers/packed units – tons, variable frequency drives (VFDs) – hp, etc.)
7. ECM M&V expense
8. Implementation Expense Column (a) – direct implementation expenses
9. Implementation Expense Column (b) – project implementation expense delivery percentage
10. Column (c) – any applied incentives
11. Column (e) – total implementation price for each ECM $([a*(1+b)] - c)$
12. Column (e) – total implementation price for the project $([a*(1+b)] - c) + d$

* Appropriately burdened as determined by ESCO.

B. The total bonded amount on the bottom of TO Schedule 2 shall be submitted and will be used to establish performance and payment bond requirements for the ECM implementation period, if applicable, in accordance with Section H.

J-5.1.5 TO Schedule 3 - Post-Acceptance Performance Period Cash Flow – TO Schedule 3 presents the ESCO’s proposed project cash flow for a specific TO project. The schedule is divided into two sections.

- A.** The debt service section includes the annual payment for loan principal and interest, less any applicable incentives or other payments.
- B.** The post-acceptance performance period section (beginning with Year 1) pertains to the total expenses associated with the services the contractor supplies to manage the project, maintain and verify ECM performance during the post-acceptance performance period of the TO term, and any other applicable expenses. The contractor shall propose the TO cash flows for each year of the proposed TO term. The post-acceptance performance period delivery percentage, which includes profit and overhead expenses, will be applied to the sum of post-acceptance performance period expenses.

J-5.1.6 TO Schedule 4 – Task Order Performance Period First Year Estimated Annual Cost Savings, by ECM and Technology Category – TO Schedule 4 shall be submitted for all TO project proposals and presents a summary of the proposed estimated first year cost savings that will be achieved following the installation of the ECMs included in the TO proposal. Both the ECM number and Technology Category, per Attachment J-3 numbering, shall be provided. The ECM numbers indicated in this schedule shall be consistent throughout the contractor’s proposal. The annual cost savings shown for each ECM shall be broken down into energy, demand,

water, O&M, and other related cost savings. The energy savings shall be presented in the energy type consumed by the equipment and also converted to MMBTUs (10^6 BTUs) for a project summary. Energy and water cost savings shall be derived from the utility rates provided in the TORFP.

Contractors shall provide adequate supporting documentation for the estimated annual cost savings submitted in TO Schedule 4, to include whatever detail is pertinent to the specific project.

J-5.1.7 TO Schedule 5 – Annual Cancellation Ceiling Schedule – TO Schedule 5 is a presentation of monthly and annual cancellation ceilings to establish the maximum termination liability in the event of contract cancellation or termination. Actual termination charges will be negotiated as part of any cancellation or termination settlement, per established FAR requirements.

J-5.1.8 TO Schedule 6 – Project Implementation Pricing Worksheet – The item amount descriptions for TO Schedule 6 are as follows:

Delivery Percentage Subcomponent Descriptions

- a. Subcontractor Costs (Contractor Costs to ESCO):** A fixed-price bid received in response to a Request for Proposals issued by an ESCO for a specific scope of work, exclusive of the cost to install M&V equipment.
- b. M&V Equipment Installed During Construction:** The cost of equipment installed during construction which is integral to performance of M&V activities in the performance period.
- c. Self-performed Work:** A fixed price cost for a specific scope of work performed by an ESCO.
- d. Other Direct Purchases of Equipment, Material and Supplies (Supplier Costs to ESCO):** In some cases the ESCO may purchase equipment directly to be installed under scopes of work as described in items (a) and (c) above. This amount (d) represents the purchase price of all such equipment.
- e. Cost of Goods and Services:** The Cost of Goods and Services equals the sum of Subcontractor Costs (a) + M&V Equipment Installed During Construction (b) + Self-performed Work (c) + Other Direct Purchases of Equipment, Material and Supplies (d).
- f. Design:** Design costs include all professional architecture and engineering costs required to design and specify projects to be installed as part of the Work, appropriately burdened as determined by the ESCO. Expressed as a percentage of the Cost of Goods and Services (e) and a dollar cost.
- g. Project Management:** The cost of administering and managing the project, appropriately burdened as determined by the ESCO. Expressed as a percentage of the Cost of Goods and Services (e) and a dollar cost.
- h. Performance Bonds:** All ESCOs are required to bond the performance and payment of all work by a reputable surety approved for such work. The cost of the performance and payment bond shall be included in this category for the anticipated amount of work to be completed. Expressed as a percentage of the Cost of Goods and Services (e) and a dollar cost.
- i. Commissioning and Training:** At the completion of construction, equipment is commissioned in accordance with Section C.5.4. This work is normally completed by commissioning agents. If this scope is completed by ESCO employees, it includes the burdened cost of commissioning staff. If this scope is outsourced to a commissioning firm, this cost includes the turnkey cost to provide necessary commissioning services.

Training costs may be provided by subcontractors and as such will be included in their subcontractor bid. However, if the ESCO plans to provide training to the ordering agency, the burdened labor cost for such training shall be included in this line item. In addition to labor, this line item may include formal classroom

training, training videos, online training programs, and other training efforts that include labor and materials required to provide necessary training to the ordering agency. This line item cannot be a repeat of training provided directly by subcontractors in subcontractor costs. Training labor may be utilized to supervise and coordinate subcontractor training sessions with the ordering agency.

Costs shall be appropriately burdened as determined by the ESCO. Expressed as a percentage of the Cost of Goods and Services (e) and a dollar cost.

j. Measurement and Verification: At the completion of construction, the ESCO completes the M&V of installed equipment to verify post-retrofit energy efficiency and operation and prepares a Post-Installation M&V report. This effort is necessary to ensure systems will meet the guaranteed energy savings and start the M&V Services phase. If completed by ESCO staff, this cost shall include burdened labor of Measurement & Verification Engineers. If completed by an external M&V firm, this cost includes the turnkey cost to provide necessary M&V services.

Costs shall be appropriately burdened as determined by the ESCO. Expressed as a percentage of the Cost of Goods and Services (e) and a dollar cost.

k. Overhead: The indirect costs or fixed expenses of operating the ESCO's business. Expressed as a percentage of the Cost of Goods and Services (e) and a dollar cost.

l. Profit: The anticipated, but not guaranteed, gross profit as associated with the project. Expressed as a percentage of the Cost of Goods and Services (e) and a dollar cost.

m. Implementation Delivery Percentage – ESCO Services, Overhead and Profit: The sum of percentages and dollar amounts (f), (g), (h), (i), (j), (k) and (l) above. This percentage shall not exceed the maximum Delivery Percentage outlined in Section B.2.1 of the IDIQ contract.

n. Technical Energy Audit and Project Proposal: The cost to perform the technical energy audit and develop the project proposal for an ESPC project, appropriately burdened as determined by the ESCO. Expressed as a percentage of the Cost of Goods and Services (e) and a dollar cost.

o. Total Project Price: The sum of amounts (e), (m) and (n) above.

J-5.2 Placement of Pricing Information

Pricing Element	Implementation Expenses (TO Schedule 2)	Post-Acceptance Performance Period Expenses (TO Schedule 3)	Financing Procurement Price (TO Summary Schedule)
Pre-Award Project Development Expenses Prior to Receiving the Notice of Intent to Award a TO from the Ordering Agency CO			
Develop and submit the PA	X		
Pre-Award Development Expenses after Receiving the Notice of Intent to Award a TO from the Ordering Agency CO			
Develop understanding of all agency requirements through direct communication with the agency (calls, correspondence, meetings) and the agency issued TO Request for Proposal.	X		
Develop the Proposal including Technical and Price Volumes, based on mutual agreement on feasible ECMs, baseline and M&V plan, risk and responsibility aspects, and TO financials schedules. Number of proposal iterations as specified by the ordering agency.	X		
Arrange Financing			X
Secure Payment and Performance Bonds			X
Post-Award Expenses During Implementation Period			
Develop design submittals and back checks. Number of iterations as specified by the ordering agency.	X		
Request ordering agency approval of equipment schedules, order equipment, pay for it.	X		
Direct construction expense including all subcontracts, permits, insurance, construction management and quality control, waste removal, commissioning, training, documentation as per M&V plan and TO, etc.	X		
Construction Financing Expenses			X
Request ordering agency inspection, acceptance	X		
Contractor indirect labor, i.e., any labor that cannot be directly attributed to a specific task and therefore must be distributed across several tasks or projects as overhead and included in project delivery percentage	X		
Overhead costs other than indirect labor (e.g., sales, general and administrative, regional overheads) are included in project delivery percentage	X		
Contractor profit is included in project delivery percentage	X		

Pricing Element	Implementation Expenses (TO Schedule 2)	Post-Acceptance Performance Period Expenses (TO Schedule 3)	Financing Procurement Price (TO Summary Schedule)
Post-Award Expenses During Post-Acceptance Performance Period			
Project Management and Administration		X	
ECM Operation and Maintenance		X	
ECM Repair and Replacement		X	
Measurement and Verification		X	
Other Post-Acceptance Expenses:		X	
Other Post-Acceptance Expenses:		X	
Contractor indirect labor, i.e., any labor that cannot be directly attributed to a specific task and therefore must be distributed across several tasks or projects as overhead and included in project delivery percentage		X	
Overhead costs other than indirect labor (e.g., sales, general and administrative, regional overheads) are included in project delivery percentage		X	
Contractor profit is included in project delivery percentage		X	

[END OF ATTACHMENT J-5]

ATTACHMENT J-6 TO Schedules

The following TO Schedules shall be developed using eProject Builder (ePB). (See instructions in Attachment J-15.) Non-working examples of the TO Schedule spreadsheets are provided on the following pages.

TO Summary Schedule	Basic Project Information
TO Annual Escalation Schedule	Annual Dollar Savings Escalation Rates
TO Schedule 1	Cost Savings and Payments – identified for either (for PA) conceptual guaranteed cost savings and contractor payments, or (for Proposal) final guaranteed cost savings and contractor payments
TO Schedule 2a	Implementation Price by Energy Conservation Measure
TO Schedule 2b	Project Implementation Pricing Worksheet
TO Schedule 3	Performance Period Cash Flow (post-acceptance)
TO Schedule 4	First Year Estimated Cost Savings by Energy Conservation Measure
TO Schedule 5	Cancellation Ceilings (Monthly and Annual)

SUMMARY SCHEDULE BASIC PROJECT INFORMATION						
Project Contact Information	Role	Institution	Name	Title	Email	Phone
	Project Facilitator					
	Customer (Project In-House)					
	ESCO (Project Builder)					
	Finance Specialist					
Primary Provider						
Project Identification & Characteristics	Project Identification		Project Characteristics			
	Task/Purchase Order #		Units/Flts in Project (separated by commas)		Number of Buildings in Project	
	Contract #		Units/Buildings in Project (separated by commas)		Market Segment	
	Project Name		Total Floor Area Affected by project (Square Feet)		Average Annual Energy Consumption of Affected Buildings (MMBtu/yr)	
	Primary Project Location-City		Implementation Period (months)*			
	Primary Project Location-State					
	Primary Project Location-Zip Code					
	Agency Name*					
Sub Agency Name/Region						
Project ID #						
Costs & Finance	Financing Terms		Project Capitalization			
	Applicable Randal Index		Total Implementation Price (from Schedule-Ga Total)		\$0	
	Contract Term (years)	0	EW Financing Procurement Price-capitalized construction period interest (3)*			
	Index Rate*		EW Financing Procurement Price-other expenses (3)**			
	Added Premium (adjusted for tax incentives)*		EW Implementation Period Payments (from Schedule-L, (a))		\$0	
	Project Interest Rate (sum of two above inputs)	0.00%	Total Amount Financed (Principal)		\$0	
	Financing Issue Date (mm/dd/yyyy)		Banded Amount			
	Project Award Date (mm/dd/yyyy)		Start date of loan (m/m/dd/yyyy)*			
	Effective Through (mm/dd/yyyy)		Project Financial Summary			
	Primary Type of Financing (choose from list)		Annual Estimated Energy Savings (MMBtu)			
	Secondary Type of Financing (choose from list)		Annual Estimated Water Savings (kGal)			
Project Agreement Type (choose from list)		Total Estimated Cost Savings				
Payment Timing (beginning or end of performance year)*		Total Guaranteed Cost Savings				
		Total Payments				
Other Information	Guarantee % of Estimated Savings*		Template Errors/Warnings			
	Federal Contract Type					
	Primary Electric Utility					
	Primary Natural Gas Utility					
Primary Water Utility						

IMPORTANT INFORMATION:

(1) These schedules should not be altered or changed in any way except to add notes (see below). Please consult EPC documentation for instances with conflicting terminology, etc.

(2) If selected, the contractor shall complete the installation of all gas-piped GCUs not later than the Implementation date identified in the contract.

(3) Contractor shall provide banded amount representing the basis of establishing performance and payment bands.

(4) Prior to award, the rate of interest rate is an indicative one only. The final interest rate will be based on market conditions at the time of award. The rate will be locked at time of award and will be fixed through the performance period.

(5) Guaranteed % of estimated savings is share of project estimated savings that ESCO is guaranteeing.

ADDITIONAL NOTES:

ANNUAL DOLLAR SAVINGS ESCALATION RATES								
Performance Period (year)	Electric Energy	Electric Demand	Natural Gas	Other Savings Type 1: Other	Other Savings Type 2: Other	Water	O&M	Other Non-energy Savings
Implementation start through first year								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

IMPORTANT INFORMATION:

(1) "Implementation start through first year" reflects cumulative escalation occurring during the length of the implementation period through the first year of savings. This may represent an annual escalation figure that is compounded or another formulation (e.g., actual forecasts from utility companies).

(2) All estimated cost savings numbers reported in Schedule 4 ("First year estimated cost savings by EOM") are assumed to have already incorporated the "Implementation start through first year" escalation rates reported above.

(3) Please select other savings types from dropdown menu provided above, if applicable.

ADDITIONAL NOTES:

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**SCHEDULE #1
 COST SAVINGS AND PAYMENTS**

Implementation Period (Year 0)	(a)	(b)	(c)	
	Estimated Cost Savings*	Guaranteed Cost Savings*	Payments*	
Performance Period (Year)	(d)	(e)	(f)	(g)
	Estimated Annual Cost Savings	Guaranteed Annual Cost Savings	Annual Payments	Annual Dollar Savings Retained by Customer
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
Total Performance Period:	\$0	\$0	\$0	\$0
Total Implementation & Performance Period		Total Guaranteed Cost Savings (b+e)	Total Payments (c+f)	
		\$0	\$0	

IMPORTANT INFORMATION:

(1) Implementation period savings (both estimated and guaranteed) can represent two things: 1) construction period savings (where savings from some ECMs start accruing before construction is complete on the greater project), and 2) customer buydown amounts. Customer buydowns are counted as savings because they constitute offsets to capital expenses in the project. Implementation period savings should not include up-front project incentives (e.g., equipment rebates) because those are entered in Schedule 2a.

(2) The guaranteed annual cost savings are (pursuant to) the description in the M&V plan proposed for the project.

(3) The total of annual payments represents the contract price and should be supported by information submitted.

(4) If applicable, prior to the performance period, implementation period energy savings and payments are one-time amounts only.

(5) If applicable, the guaranteed cost savings during the implementation and performance periods must exceed the payments.

(6) Escalation rates (see Annual Escalation Rates) apply to the estimated annual cost savings in column (d).

ADDITIONAL NOTES:

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 epbcv02102017

SCHEDULE #2a IMPLEMENTATION PRICE BY ENERGY CONSERVATION MEASURE										
ECM - Technology Category*	ECM No.	ECM Description - Title*	ECM Size	ECM Coverage (%)	M&V Expense (\$)	(a)	(b)	(c)	(d)	
						Cost of Goods and Services (Base Construction)*	Project Implementation Delivery Charge*	Applied Incentives	Implementation Price PDC + (a+b) - c	
		Project Development Cost (Technical Energy Audit and Project Proposal)								
TOTALS:						50	50	50	50	50.00

IMPORTANT INFORMATION:

(1) This schedule is not to be altered or changed in any way.

(2) Cost of Goods and Services (Base Construction) shall include only direct costs for each ECM and no post-acceptance performance period expenses. Project Implementation Delivery Charge are added to each of the ECMs and include direct and indirect costs as well as profit. The Cost of Goods and Services and Project Implementation Delivery Charge are itemized in Schedule-2b.

(3) Contractor shall attach adequate supporting information detailing total implementation price.

(4) For the following ECMs, enter (under ECM Size) the total installed capacity of new equipment in the units specified: chillers and packaged units in tons (e.g., for a chiller- 250 tons), VFDs in hp, boilers and furnaces in Input Btu/hr, BAS/EMCS in number of points, transformers in kVA, generators in kW. For lighting ECMs, specify baseline kW treated.

(5) ECM coverage (%) represents the percentage share of the total project floor area (see Summary Schedule) affected by the ECM.

(6) The sum of M&V expenses for each ECM equals the sum of Item b. and j) in Schedule-2b. These expenses are already included in the Base Construction Cost and Project Implementation Delivery Charge.

ADDITIONAL NOTES:

Version 1.37
 epbc-vn02102017

SCHEDULE #2b Project Implementation Pricing Worksheet					
	Cost Item	Description	Percent of Cost of Goods and Services (Base Construction)	Price/Cost	Errors/Warnings
	a	Subcontractor Costs (Contractor Costs to BCO) exclusive of M&V equipment	If the project includes all in-scope items requested for project by an BCO for a specific scope of work, include all the applicable U.S.V. equipment.		
	b	M&V Equipment Installed During Construction	The cost of equipment installed during construction when a project is performed at U.S.V. facilities in the performance period.		
	c	Self-Performed Work	A fixed price estimate (scope of work) performed by an BCO.		
	d	Owner Direct Purchases of Equipment, Material, Supplies (Supplier Costs to BCO) exclusive of M&V equipment	Items where the BCO does not purchase equipment/materials, but are included under scope of work as detailed in items (a) and (c) above. The amount will represent the purchase price of such equipment.		
Sum (a-d)	e	Cost of Goods and Services (Base Construction)		\$0	
	f	Design	Design work includes all pre-construction and engineering work required to design and specify projects to be included as part of the work, appropriately budgeted for, awarded and priced as determined by the BCO.	\$0	
	g	Project Management	The cost of administering and managing the project, appropriately budgeted for, awarded and priced as determined by the BCO.	\$0	
	h	Performance and Payment Bonds	If BCO is required to bond the performance and payment obligations by a regulatory entity, appropriate for such work. The cost of the performance and payment bond shall be included in this category for the entire project amount of work to be completed.	\$0	
	i	Commissioning and Training	If the completion of construction, equipment is commissioned. This cost normally is completed by commissioning agents. If this scope is completed by BCO employees, this cost shall be appropriately budgeted and priced as determined by the BCO. If this scope is not included in a commissioning firm, this cost includes the time and cost to provide necessary commissioning services. Training work may be provided by subcontractors and shall be included in their subcontractor cost. However, if the BCO provides training, the subcontractor cost shall be used for such training that is included in this item. The subcontractor cost shall include the time and cost to provide training services on the training program and shall include all other time and materials requested to provide necessary training. This item shall not include a repeat offering provided directly by subcontractors or independent sources. Training shall not be of specific topics and shall not be subcontractor training sessions.	\$0	
	j	Measurement and Verification	If the completion of construction, the BCO own cost the U.S.V. of metering equipment to verify generation, energy and water efficiency, operation, and program of participation on U.S.V. equipment. This cost includes the entire system of metering the generation, energy savings and/or the U.S.V. devices price. If completed by BCO staff, this cost shall be appropriately budgeted and awarded and priced as determined by the BCO. If completed by an external U.S.V. firm, this cost includes the time and cost to provide necessary U.S.V. services.	\$0	
	k	Overhead Percent	The indirect costs of the expenses of operating the BCO's business, applicable to the Cost of Goods and Service.	\$0	
	l	Profit Percent	The profit percent, but not guaranteed, gross profit associated with the project, applicable to the Cost of Goods and Service.	\$0	
Sum (f-l)	m	Implementation Delivery Percentage/Charge		\$0	
	n	Project Development Costs (Technical Energy Audit and Project Proposal)		\$0	
	o	Applied Incentives		\$0	
Sum (a-m+o)	p	Total Implementation Price		\$0.00	

IMPORTANT INFORMATION:

(1) The implementation delivery percentage shall not exceed the maximum delivery percentage. If applicable.

ADDITIONAL NOTES:

Version 1.97
 option 02102 017

SCHEDULE #3 PERFORMANCE PERIOD CASH FLOW													
	Term (year)	Implementation Period (Year 0)	1	2	3	4	5	6	7	8	9	10	11
Debt Service/Performance Period Payments	Principal Repayment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Performance Period Incentives and Other Payments												
	Dollar savings retained by customer												
	Interest (\$)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Debt Service (a)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Performance Period Expenses	Management/Administration												
	Operation												
	Maintenance												
	Repair and Replacement												
	Measurement and Verification*												
	Other PP Expense 1: Insurance												
	Other PP Expense 2: Insurance												
	SUBTOTAL Before Application of Markup		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Performance Period Delivery Percentage (%)												
	Performance Period Delivery Charge (\$)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL Performance Period Price (b)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Annual Cash Flow (Performance Period)	TOTAL - ANNUAL PAYMENTS (a)+(b)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

IMPORTANT INFORMATION:

- (1) Any Implementation Period payment will be applied to reduce the principal repayment.
- (2) Examples of "Performance Period Incentives and Other Payments" include: RECs proceeds, demand response payments, and extra customer payments. Incentives and payments are assumed to occur at the same time (beginning or end of period) that was identified in the "Summary Schedule."
- (3) Future payments to project facilitators (consultants) are one example of uses for dollar savings retained by the customer.

ADDITIONAL NOTES:





SCHEDULE #3(CONT.) PERFORMANCE PERIOD CASH FLOW														
12	13	14	15	16	17	18	19	20	21	22	23	24	25	Totals
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
														\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
														\$0
														\$0
														\$0
														\$0
														\$0
														\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SCHEDULE #4 FIRST YEAR ESTIMATED COST SAVINGS BY ENERGY CONSERVATION MEASURE													
ECM			Baseline Energy and Non-energy Consumption										b1
ECM Number	Short Description	First Year M&V Option*	Baseline electricity use	Baseline electricity demand	Baseline natural gas use	Baseline Use: Other	Baseline Use: Other	Baseline water use	Baseline energy and resource costs	Baseline O&M costs	Baseline other non-energy costs	Type of other non-energy costs	Specific energy savings
			(kWh/yr)	(kW/mo)	(MMBtu/yr)	(MMBtu/yr)	(MMBtu/yr)	(kGal/yr)	(\$/yr)	(\$/yr)	(\$/yr)		(kWh/yr)
	Project Development Costs (Technical Energy Audit and Project Proposal)												
TOTALS:			-	-	-	-	-	-	\$0	\$0	\$0		-

IMPORTANT INFORMATION:
 (1) Energy conversion factors for MMBtu: MMBtu=1,000,000 Btu; 1 kWh of Electricity = 0.003413 MMBtu; 1 therm of Natural Gas = 0.1 MMBtu; 1 gal of #2 Heating Oil = 0.13857 MMBtu; 1 gal of Gasoline = 0.12048 MMBtu; 1 gal of Diesel = 0.13738 MMBtu; 1 therm MMBtu; MMBtu=1,000,000 Btu; 1 kWh = MMBtu; 1 gal of Propane=0.091333 MMBtu.
 (2) At least one of the savings fields is required to compute the contract form.
 (3) User should enter an average (monthly) kW reduction figure. Demand savings can (and usually do) vary by season and in their conversion rate to dollar savings.
 (4) All estimated cost savings numbers reported in this schedule are assumed to have already incorporated the implementation start through first year's operation rates reported in the Annual Escalation Rates schedule.

ADDITIONAL NOTES:

 SCHEDULE #5 CANCELLATION CEILINGS 												
End of Performance Period (Year)	1	2	3	4	5	6	7	8	9	10	11	12
Project Acceptance												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

IMPORTANT INFORMATION:

(1) This schedule should only be completed if required by the contract.

(2) Cancellation ceilings for each time period specified below establish the maximum termination liability for that time period, and include the remaining unamortized principal of the total amount financed for each time period specified above plus any prepayment charges. Actual total termination costs will be negotiated.

(3) End of the year annual cancellation ceiling costs should be shown in month 12 (column N).

(4) In the event of TO cancellation, specify the cancellation ceiling as a percentage of remaining principal balance in "Additional Notes" below.

ADDITIONAL NOTES:

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 epbcv02102017

[END OF ATTACHMENT J-6]

ATTACHMENT J-7

Energy Savings Performance Contract Risk, Responsibility and Performance Matrix

Responsibility / Description	Contractor-Proposed Approach
1. Financial	
a. Interest Rates: Neither the contractor (ESCO) nor the customer (ordering agency) has significant control over prevailing interest rates. Higher interest rates will increase project cost, financing/project term, or both. The timing of the Task Order (TO) signing may impact the available interest rate and project cost.	
b. Energy Prices: Neither the contractor (ESCO) nor the customer (ordering agency) has significant control over actual energy prices. For calculating savings, the value of the saved energy may either be constant, change at a fixed inflation rate, or float with market conditions. If the value changes with the market, falling energy prices place the contractor (ESCO) at risk of failing to meet cost savings guarantees. If energy prices rise, there is a small risk to the customer (ordering agency) that energy saving goals might not be met while the financial goals are. If the value of saved energy is fixed (either constant or escalated), the customer (ordering agency) risks making payments in excess of actual energy cost savings.	
c. Construction Costs: The contractor (ESCO) is responsible for determining construction costs and defining a budget. In a fixed-price design/build contract, the customer (ordering agency) assumes little responsibility for cost overruns. However, if construction estimates are significantly greater than originally assumed, the contractor (ESCO) may find that the project or measure is no longer viable and drop it before TO award. In any design/build contract, the customer (ordering agency) loses some design control. Clarify design standards and the design approval process (including changes) and how costs will be reviewed.	
d. Measurement and Verification (M&V) Confidence: The customer (ordering agency) assumes the responsibility of determining the level of confidence that it desires to have in the M&V program and energy savings determinations. The desired confidence will be reflected in the resources required for the M&V program, and the contractor (ESCO) must consider the requirement prior to submittal of the proposal. Clarify how project savings are being verified (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	
e. Energy Related Cost Savings: The customer (ordering agency) and the contractor (ESCO) may agree that the project will include savings from <i>recurring</i> and/or <i>one-time</i> costs. This may include one-time savings from avoided expenditures for projects that were appropriated but will no longer be necessary. Including one-time cost savings before the money has been appropriated may involve some risk to the customer (ordering agency). Recurring savings generally result from reduced operations and maintenance (O&M) expenses or	

reduced water consumption. These O&M and water savings must be based on actual spending reductions. Clarify sources of non-energy cost savings and how they will be verified.	
--	--

Responsibility / Description	Contractor-Proposed Approach
f. Delays: Both the contractor (ESCO) and the customer (ordering agency) can cause delays. Failure to implement a viable project in a timely manner costs the customer (ordering agency) in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization). Clarify schedule and how delays will be handled.	
g. Major changes in facility: The ordering agency (or Congress) controls major changes in facility use, including closure. Clarify responsibilities in the event of a premature facility closure, loss of funding, or other major change.	
2. Operational	
a. Operating Hours: The customer (ordering agency) generally has control over operating hours. Increases and decreases in operating hours can show up as increases or decreases in “savings” depending on the M&V method (e.g., operating hours multiplied by improved efficiency of equipment vs. whole-building/utility bill analysis). Clarify whether operating hours are to be measured or stipulated and what the impact will be if they change. If the operating hours are stipulated, the baseline shall be carefully documented and agreed to by both parties.	
b. Load: Equipment loads can change over time. The customer (ordering agency) generally has control over hours of operation, conditioned floor area, intensity of use (e.g., changes in occupancy or level of automation). Changes in load can show up as increases or decreases in “savings” depending on the M&V method. Clarify whether equipment loads are to be measured or stipulated and what the impact will be if they change. If the equipment loads are stipulated, the baseline shall be carefully documented and agreed to by both parties.	
c. Weather: A number of energy efficiency and water conservation measures are affected by weather, which neither the contractor (ESCO) nor the customer (ordering agency) has control over. Should the customer (ordering agency) agree to accept risk for weather fluctuations, it shall be contingent upon aggregate payments not exceeding aggregate savings. Clearly specify how weather corrections will be performed.	
d. User participation: Many energy conservation measures (ECMs) require user participation to generate savings (e.g., control settings). The savings can be variable and the contractor (ESCO) may be unwilling to invest in these measures. Clarify what degree of user participation is needed and use monitoring and training to mitigate risk. If performance is stipulated, document and review assumptions carefully and consider M&V to confirm the capacity to save (e.g., confirm that the controls are functioning properly).	

3. Performance	
a. Equipment Performance: The contractor (ESCO) has control over the selection of equipment and is responsible for its proper installation, commissioning, and performance. The contractor (ESCO) has responsibility to demonstrate that the new improvements meet expected performance levels, including specified equipment capacity, standards of service, and efficiency. Clarify who is responsible for initial and long-term performance, how it will be verified, and what will be done if performance does not meet expectations.	
Responsibility / Description	Contractor-Proposed Approach
b. Operations: Performance of the day-to-day operations activities is negotiable and can impact performance. However, the contractor (ESCO) bears the ultimate risk regardless of which party performs the activity. Clarify which party will perform equipment operations, the implications of equipment control, how changes in operating procedures will be handled, and how proper operations will be assured.	
c. Preventive Maintenance: Performance of day-to-day maintenance activities is negotiable and can impact performance. However, the contractor (ESCO) bears the ultimate risk regardless of which party performs the activity. Clarify how long-term preventive maintenance will be ensured, especially if the party responsible for long-term performance is not responsible for maintenance (e.g., contractor provides maintenance checklist and reporting frequency). Clarify who is responsible for performing long-term preventive maintenance to maintain operational performance throughout the contract term. Clarify what will be done if inadequate preventive maintenance impacts performance.	
d. Equipment Repair and Replacement: Performance of day-to-day repair and replacement of contractor-installed equipment is negotiable; however it is often tied to project performance. The contractor (ESCO) bears the ultimate risk regardless of which party performs the activity. Clarify who is responsible for performing replacement of failed components or equipment replacement throughout the term of the contract. Specifically address potential impacts on performance due to equipment failure. Specify expected equipment life and warranties for all installed equipment. Discuss replacement responsibility when equipment life is shorter than the term of the contract.	

NOTE: The column entitled “Contractor-Proposed Approach” shall be negotiated between the customer (ordering agency) and the contractor (ESCO) for each TO and then the word “Proposed” removed from the title prior to Task Order (TO) finalization/award.

[END OF ATTACHMENT J-7]

ATTACHMENT J-8 ESPC Measurement and Verification Plan and Savings Calculation Methods Outline

[NOTE: All content called for in this outline is required (if applicable), except items noted as optional.]

J-8.1 Executive Summary / M&V Overview and Proposed Savings Calculations

Fill in the following tables or provide equivalent information.

J-8.1.1 Table 1 - Proposed Annual Savings Overview

[Include all applicable fuels/commodities for project, such as electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

ECM	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Total savings									
First Year Guaranteed Cost Savings: \$									
Notes: MMBtu=10 ⁶ Btu. *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to Task Order schedules (e.g., 0.003413 MMBtu/kWh).									

J-8.1.2 Table 2 - Site Use and Savings Overview (Optional)

	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**
Total proposed project savings						
Usage for entire site***						
% Total site usage saved						
Project square footage (KSF)						
Project square footage (KSF)						
Total site square footage (KSF)						
% Total site area affected						
Notes: MMBtu=10 ⁶ Btu KSF = 10 ³ square feet. *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh). ***Define usage period.						

J-8.1.3 Table 3 - M&V Plan Summary

ECM No.	ECM Description	M&V Option Used*	Summary of M&V Plan
Notes: *M&V options A, B, C, and D and methods proposed for each ECM shall comply with the latest version of the “DOE/FEMP M&V Guidelines: Measurement and Verification for Federal Energy Projects,” and the current version of the “International Performance Measurement and Verification Protocol (IPMVP).”			

J-8.2 WHOLE PROJECT DATA / GLOBAL ASSUMPTIONS

J-8.2.1 Risk, Responsibility and Performance - Summarize approach to options and allocation of responsibility for key items related to M&V

- A. Reference location of Risk, Responsibility and Performance Matrix.
- B. Note: The Risk, Responsibility and Performance Matrix is Attachment J-7 of the IDIQ contract.

J-8.2.2 Energy, Water, and O&M Rate Data

- A. Detail baseline energy and water rates.

- B. Provide post-acceptance performance period rate adjustment factors for energy, water, and O&M cost savings, if used.

J-8.2.3 Schedule and Reporting for Verification Activities

- A. Define requirements for witnessing of measurements during:
 1. Baseline development
 2. Post-installation verification activities
 3. Post-acceptance performance period

- B. Table 4 - Schedule of Verification Reporting Activities – Define schedule of verification reporting activities.

Item	^a Recommended time of submission	^a Ordering agency’s review and acceptance period
Post-Installation Report	30 to 60 days after implementation period and prior to Government acceptance	30 days
Annual M&V Report	30 to 60 days after annual performance period	30 days
<u>Notes:</u>		
^a Times are recommended based on industry practice; modify as needed.		

- C. Define content and format of reports:
 1. Post-installation report. See Attachment J-9.
 2. Annual M&V reports. See Attachment J-10.
 3. Interval M&V reports. Develop report outline if needed.

J-8.2.4 Operations, Preventive Maintenance, Repair, and Replacement Reporting Requirements - Define Government and contractor (ESCO) reporting requirements:

- A. Summarize key verification activities and reporting responsibilities of Government and contractor (ESCO) on operations, preventive maintenance, repair, and replacement items from details in ECM-specific M&V Plans.
- B. Define content of reports and reporting schedule.

J-8.2.5 Implementation / Construction Period Savings - Provide overview of how implementation / construction period savings will be calculated, if applicable.

J-8.2.6 Status of Financial Incentives, including Rebates - Include if applicable.

- A. Provide a summary of the source of any third-party rebates or incentives provided on this project.
- B. Provide status of any third-party rebates or incentives.

J-8.2.7 Dispute Resolution - Describe plan for resolving disputes regarding issues such as baseline, baseline adjustment, energy savings calculation, and the use of periodic measurements.

J-8.3 ECM-Specific M&V Plan and Savings Calculation Methods

Develop section for each ECM.

J-8.3.1 Overview of ECM, M&V Plan, and Savings Calculation for ECM

- A.** Summarize the scope of work, location, and how cost savings are generated. Describe source of all savings including energy, water, O&M, and other (if applicable).
- B.** Specify the M&V guideline and option used from the current M&V Guidelines: Measurement and Verification for Federal Energy Projects, and the current version of the IPMVP.
- C.** Provide an overview of M&V Activities for ECM. Explain intent of M&V plan, including what is being verified.
- D.** Provide an overview of savings calculations methods for ECM. Provide a general description of analysis methods used for savings calculations.

J-8.3.2 Energy and Water Baseline Development - Describe in general terms how the baseline for this ECM is defined.

- A.** Describe variables affecting baseline energy or water use.
 - 1. Include variables such as weather, operating hours, set point changes, etc.
 - 2. Describe how each variable will be quantified (e.g., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.).
- B.** Define key system performance factors characterizing the baseline conditions. Include factors such as comfort conditions, lighting intensities, temperature set points, etc.
- C.** Define requirements for Government witnessing of measurements if different than whole project data requirements included in Section J-8.2.3.
- D.** Provide details of baseline data collected, including:
 - 1. Parameters monitored/ measured
 - 2. Details of equipment monitored (e.g., location, type, model, quantity, etc.)
 - 3. Sampling plan, including details of usage groups and sample sizes
 - 4. Duration, frequency, interval, and seasonal or other requirements of measurements
 - 5. Requirements to bring current equipment up to code standards
 - 6. Personnel, dates, and times of measurements
 - 7. Proof of Government witnessing of measurements (if required)
 - 8. Monitoring equipment used
 - 9. Installation requirements for monitoring equipment (test plug for temperature sensors, straight pipe for flow measurement etc.)
 - 10. Certification of calibration/calibration procedures followed
 - 11. Expected accuracy of measurements/monitoring equipment
 - 12. Quality control procedures used
 - 13. Form of data (.xls, .csv, etc.)
 - 14. Results of measurements (attach appendix and electronic forms as necessary)
 - 15. Completed data collection forms, if used

E. Provide details of baseline data analysis performed, including:

1. Analysis using results of measurements
2. Weather normalized regressions
3. Weather data used and source of data

J-8.3.3 Proposed Energy and Water Savings Calculations and Methodology

- A.** Provide detail description of analysis methodology used. Describe any data manipulation or analysis that was conducted prior to applying savings calculations.
- B.** Detail all assumptions and sources of data, including all stipulated values used in calculations.
- C.** Include equations and technical details of all calculations made. (Use appendix and electronic format as necessary.) Include description of data format (headings, units, etc.).
- D.** Include details of any savings or baseline changes that may be required.
- E.** Detail energy and water rates used to calculate cost savings. Provide post-acceptance performance period energy and water rate adjustment factors, if different from those identified Section J-8.2.2.B.
- F.** Detail proposed savings for this ECM for post-acceptance performance period. Include J-8.3.6, Table 5 - Proposed Annual Savings for Each ECM.

J-8.3.4 Operations and Maintenance Cost Savings

- A.** Provide justification for O&M cost savings, if applicable.
 1. Describe how savings are generated
 2. Detail cost savings calculations.
- B.** Provide post-acceptance performance period O&M cost savings adjustment factors, if different from those identified in Section J-8.2.2.B.

J-8.3.5 Details of other savings (if applicable)

- A.** Provide justification for cost savings, if applicable.
 1. Describe how savings are generated.
 2. Detail cost savings calculations.
- B.** Provide post-acceptance performance period other cost savings adjustment factors, if different from those identified in Section J-8.2.2.B.

J-8.3.6 Table 5 - Proposed Annual Savings for Each ECM

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

	Total energy use (MMBtu/yr)	Electric energy use (kWh/yr)	Electric energy cost, Year 1 (\$/yr)	Electric demand* (kW/yr)	Electric demand cost, Year 1 (\$/yr)	Natural gas use (MMBtu/yr)**	Natural gas cost, Year 1 (\$/yr)	Water use (gallons/yr)	Water cost, Year 1 (\$/yr)	Other energy use (MMBtu/yr)**	Other energy cost, Year 1 (\$/yr)	Other energy-related O&M costs, Year 1 (\$/yr)	Total costs, Year 1 (\$/yr)
Baseline use													
Post-installation use													
Savings													
Notes: MMBtu = 10 ⁶ Btu. *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).													

J-8.3.7 Post-Installation M&V Activities - Describe the intent of post-installation verification activities, including what will be verified.

- A.** Describe variables affecting post-installation energy or water use.
 1. Include variables such as weather, operating hours, set point changes, etc.
 2. Describe how each variable will be quantified (e.g., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.).
- B.** Define key system performance factors characterizing the post-installation conditions such as lighting intensities, temperature set points, etc.
- C.** Define requirements for Government witnessing of measurements if different than whole project data requirements identified in Section J-8.2.3.
- D.** Provide details of post-installation data to be collected, including:
 1. Parameters to be monitored;
 2. Details of equipment to be monitored (location, type, model, quantity, etc.);
 3. Sampling plan, including details of usage groups and sample sizes;
 4. Duration, frequency, interval, and seasonal or other requirements of measurements;
 5. Monitoring equipment to be used;
 6. Installation requirements for monitoring equipment;
 7. Calibration requirements/procedures;
 8. Expected accuracy of measurements/monitoring equipment;

9. Quality control procedures to be used;
10. Form of data to be collected (.xls, .csv, etc.); and
11. Sample data collection forms (optional).

E. Detail data analysis to be performed.

J-8.3.8 Post-Acceptance Performance Period Verification Activities

A. Describe variables affecting post-acceptance performance period energy or water use.

1. Include variables such as weather, operating hours, set point changes, etc.
2. Describe how each variable will be quantified (e.g., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.).

B. Define key system performance factors characterizing the post-acceptance performance period conditions. Include factors such as comfort conditions, lighting intensities, temperature set points, etc.

C. Describe the intent of post-acceptance performance period verification activities, including what will be verified.

D. Provide detailed schedule of post-acceptance performance period verification activities and inspections.

E. Define requirements for Government witnessing of measurements if different than whole project data requirements included in Section J-8.2.3.

F. Provide details of post-acceptance performance period data to be collected, including:

1. Parameters to be monitored
2. Details of equipment to be monitored (location, type, model, quantity, etc.)
3. Sampling plan, including details of usage groups and sample sizes
4. Duration, frequency, interval, and seasonal or other requirements of measurements
5. Monitoring equipment to be used
6. Installation requirements for monitoring equipment
7. Calibration requirements/procedures
8. Expected accuracy of measurements/monitoring equipment
9. Quality control procedures to be used
10. Form of data to be collected (.xls, .csv, etc.)
11. Sample data collection forms (optional)

G. Detail data analysis to be performed.

H. Define operations, preventive maintenance, repair, and replacement reporting requirements.

1. Detail verification activities and reporting responsibilities of Government and contractor (ESCO) on operations, preventive maintenance, repair, and replacement items.
2. Define reporting schedule, if different than in global Section J-8.2.4.

[END OF ATTACHMENT J-8]

ATTACHMENT J-9

ESPC Post-Installation Report Outline

[**NOTE:** All content called for in this outline is required (if applicable), except items noted as optional.]

Contract # / Task Order # / Modification #: (include as appropriate)

Post-Acceptance Performance Period Dates Covered: _____ to _____

J-9.1 Executive Summary

J-9.1.1 Project Background - Provide an overview of project background, including:

- A. Contract # / Task Order # / Modification # (as appropriate)
- B. Dates of relevant contract and task order modifications
- C. Post-acceptance performance period dates covered
- D. Project acceptance date (actual or expected)

J-9.1.2 Brief Project and ECM Descriptions

- A. Provide an overview what was done and how savings are generated.
- B. Note any changes in project scope between the awarded Task Order (including any relevant contract / task order modifications) and as-built conditions.

J-9.1.3 Proposed and Expected Energy and Cost Savings for Year 1 of the Post-Acceptance Performance Period

- A. Include completed Table 1 – Proposed Annual Savings Overview, and Table 2 – Expected Savings Overview for 1st Performance Year, from Section J-9.1.3.C and D.
- B. Compare expected savings for first performance year to first year guaranteed cost savings. State whether guarantee is expected to be fulfilled for first year. If not provide a detailed explanation.

Note: Expected savings are a prediction for the first year based on post-installation M&V activities. Verified savings for the first year of the post-acceptance performance period will be documented in the annual report. The proposed savings for each ECM are included in TO Schedule 4 of the Task Order.

C. Table 1 - Proposed Annual Savings Overview

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc., using Year 1 utility rates.]

ECM	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Total savings									
First year guaranteed savings: \$***									
Notes: MMBtu=10 ⁶ Btu. *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh). ***Guaranteed cost savings for the project are defined in TO Schedule 1 in the Task Order. The proposed savings for each ECM are included in TO Schedule #4 in the Task Order.									

D. Table 2 - Expected Savings Overview for First Performance Year

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc., using Year 1 utility rates.]

ECM	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Total savings									
Notes: MMBtu=10 ⁶ Btu. *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).									

J-9.1.4 Energy, Water, and O&M Rate Data

- A. Detail energy and water rates used to calculate cost savings for this period.
- B. Provide post-acceptance performance period rate adjustment factors for energy, water, and O&M cost savings, if used.

- C. Report actual energy and water rates at site for same period (optional).

J-9.1.5 Savings Adjustments

- A. Provide a summary of any energy and/or cost savings adjustments required between awarded TO (including any relevant contract/ task order modifications) and as-built conditions.
- B. Describe the impact in changes between the proposal (including any relevant contract / task order modifications) and as-built conditions based on post-installation M&V results.

J-9.1.6 Implementation / Construction Period Savings

- A. Provide a summary of implementation / construction period savings, if applicable.
- B. Provide an overview of how implementation/ construction period savings are calculated.

J-9.1.7 Status of Rebates, Incentives or Credits - Include if applicable.

- A. Provide a summary of the source of any third-party rebates or incentives provided on this project.
- B. Provide status of any third-party rebates or incentives.

J-9.2 ECM-Specific M&V Activities and Expected First Year Savings

Develop section for each ECM.

J-9.2.1 Overview of ECM, M&V Plan, and Savings Calculation for ECM

- A. Summarize the scope of work, location, and how cost savings are generated. Describe source of all savings including energy, water, O&M, and other (if applicable).
- B. State the M&V guideline and option used.
- C. Provide an overview of M&V activities for ECM. Explain the intent of M&V plan, including what is being verified.
- D. Provide an overview of Savings Calculation Methods for ECM. Provide a general description of analysis methods used for savings calculations.

J-9.2.2 Installation Verification

- A. Detail any changes between awarded TO (including any relevant contract / task order modifications) and as-built conditions.
- B. Provide details of energy and cost savings impact from changes between awarded TO (including any relevant contract / task order modifications) and as-built conditions based on post-installation M&V results. Include completed Table 3 - Impact to Energy and Cost Savings from Changes Between Proposal and As-Built Conditions for Each ECM, from Section J-9.2.2.C.

C. Table 3 - Impact to Energy and Cost Savings from Changes Between Awarded TO and As-Built Conditions for Each ECM

	Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric energy cost savings, Year 1 (\$/yr)	Electric demand savings* (kW/yr)	Electric demand cost savings, Year 1 (\$/yr)	Natural gas savings (MMBtu/yr)**	Natural gas cost savings, Year 1 (\$/yr)	Water savings (gallons/yr)	Water cost savings, Year 1 (\$/yr)	Other energy savings (MMBtu/yr)**	Other energy cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
Proposed													
Expected													
Variance													
<p><u>Notes:</u> MMBtu = 10⁶ Btu. *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh). → Expected savings are a prediction for the first year based on post-installation M&V activities. Verified savings for the first year of the post-acceptance performance period will be documented in the annual M&V report. The proposed savings for each ECM are included in TO Schedule 4 of the Task Order.</p>													

D. Describe implementation/ construction period savings (if applicable). Include date ECM was in effect, and reference acceptance documentation.

E. Detail savings calculations for implementation/ construction period savings.

J-9.2.3 Post-Installation M&V Activities Conducted - Detail measurements, monitoring, and inspections conducted in accordance with M&V plan (include all that apply for each one):

A. Measurement equipment used.

B. Equipment calibration documentation.

C. Dates/times of data collection or inspections, names of personnel, and documentation of Government witnessing.

D. Details to confirm adherence to sampling plan.

- E. Include all post-installation measured values. Include periods of monitoring and durations and frequency of measurements. (Use appendix and electronic format as necessary). Include description of data format (headings, units, etc.).
- F. Describe how performance criteria have been met.
- G. Detail any performance deficiencies that need to be addressed by the contractor (ESCO) or the Government (ordering agency).
- H. Note impact of performance deficiencies or enhancements on generation of savings.

J-9.2.4 Expected Savings Calculations and Methodology

- A. Provide detailed description of analysis methodology used. Describe any data manipulation or analysis that was conducted prior to applying savings calculations.
- B. Detail all assumptions and sources of data, including all stipulated values used in calculations.
- C. Include equations and technical details of all calculations made. (Use appendix and electronic format as necessary.) Include description of data format (headings, units, etc.).
- D. Include details of any baseline changes or savings adjustments made.
- E. Detail energy and water rates used to calculate cost savings.
 - 1. Provide post-acceptance performance period energy and water rate adjustment factors, if used.
 - 2. Report actual energy and water rates at site for same period (optional).
- F. Detail expected savings for this ECM for the first year. Include completed Table 5 - Expected Year 1 Savings for ECM, from Section J-9.2.6.D.

J-9.2.5 Details of O&M Savings (if applicable)

- A. Describe source of savings, if applicable.
- B. Describe verification activities.
- C. Provide post-acceptance performance period O&M cost savings adjustment factors, if applicable.

J-9.2.6 Details of other savings (if applicable)

- A. Describe source of savings, if applicable.
- B. Describe verification activities.
- C. Provide post-acceptance performance period adjustment factors, if applicable.

Note: Expected savings are a prediction for the first year based on post-installation M&V activities. Verified savings for the first year of post-acceptance performance period will be documented in the annual M&V report. The proposed savings for each ECM are included in TO Schedule 4 of the Task Order.

D. Table 5 - Expected Year 1 Savings for ECM

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

	Total energy use (MMBtu/yr)**	Electric energy use (kWh/yr)	Electric energy cost (\$/yr)	Electric demand (kW/yr)*	Electric demand cost (\$/yr)	Natural gas use (MMBtu/yr)**	Natural gas cost (\$/yr)	Water use (gallons/yr)	Water cost (\$/yr)	Other energy use (MMBtu/yr)**	Other energy cost (\$/yr)	Other energy-related O&M costs (\$/yr)	Total costs (\$/yr)
Baseline use													
Post-installation use													
Savings													
Notes: MMBtu = 10 ⁶ Btu. * Annual electric demand savings (kW/yr) is the sum of the monthly demand savings. ** If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).													

[END OF ATTACHMENT J-9]

ATTACHMENT J-10

ESPC Annual Measurement and Verification Report Outline

Contract # / Task Order # / Modification # (include as appropriate):

Post-Acceptance Performance Period Dates Covered: _____ to _____

Contract year #: _____

J-10.1 Executive Summary

J-10.1.1 Project Background - Provide an overview of project background, including:

- A. Contract # / Task Order # / Modification # (as appropriate)
- B. Dates and descriptions of relevant contract / task order modifications
- C. Post-acceptance performance period dates covered
- D. Project acceptance date (actual or expected)

J-10.1.2 Brief Project and ECM Descriptions - Provide an overview including what was done and how savings are generated. Summarize the original M&V plan requirements by including Section J-8.1.3 Table 3 - M&V Plan Summary, as outlined in Attachment J-8.

“J-8.1.3 Table 3 - M&V Plan Summary”

ECM No.	ECM Description	M&V Option Used*	Summary of M&V Plan
<u>Notes:</u> *M&V options A, B, C, and D and methods proposed for each ECM shall comply with the latest version of the “DOE/FEMP M&V Guidelines: Measurement and Verification for Federal Energy Projects,” and the current version of the IPMVP.			

J-10.1.3 Summary of Proposed and Verified Energy and Cost Savings, and Impacts Due to Performance and O&M Issues. Compare verified savings for Performance Year # to Guaranteed Cost Savings for Year #. State whether guarantee is fulfilled for year. If not, provide detailed explanation.

- A. Define post-acceptance performance period.
- B. Include completed Table 1 - Proposed Annual Savings Overview from Section J-10.1.3. E.
- C. Include completed Table 2 - Verified Savings for Performance Year # from Section J-10.1.3. F.
- D. Include completed Table 3 – Summary Cost Savings Impact due to Performance and O&M Issues from Section J-10.1.3. G.

E. Table 1 - Proposed Annual Savings Overview

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

ECM	Total energy savings (MMBtu/yr)**	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year # (\$/yr)	Other energy-related O & M cost savings, Year # (\$/yr)	Total cost savings, Year # (\$/yr)
Total Savings									

Notes: MMBtu = 10⁶ Btu.
 * Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
 ** If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).
 → Guaranteed cost savings for the project are defined in TO Schedule 1 (final) of the task order. The proposed savings for each ECM are included in TO Schedule 4 of the task order.

F. Table 2 - Verified Savings for Performance Year #

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

ECM	Total energy savings (MMBtu/yr)**	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year # (\$/yr)	Other energy-related O & M cost savings, Year # (\$/yr)	Total cost savings, Year # (\$/yr)
Total savings									

Notes: MMBtu = 10⁶ Btu.
 * Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
 ** If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

G. Table 3. Summary of Cost Savings Impact due to Performance and O&M Issues

[Table 3 is to summarize the variance to guaranteed savings as verified per the M&V plan and Risk and Responsibility Matrix. It also shows an estimated net variance to the guarantee when including impacts to cost savings due to Government actions that are outside the contractor’s (ESCO) responsibility. Government impacts to savings may include, but are not limited to, changes to operational hours, heating/cooling set point deviations, physical alterations, and removal of equipment.]

I. Per M&V Plan and Risk, Responsibility, and Performance Matrix	Energy (MMBtu)	(\$)	Responsibility
a. Proposed Cost Savings			ESCO
b. Verified Cost Savings			ESCO
c. Guaranteed Cost Savings	N/A		ESCO
d. Variance (Verified – Guaranteed)	N/A		ESCO
II. Estimated Government Impact to Savings			
e. Lost Cost Savings Opportunity due to Agency Impact on ECMs			Government (Ordering Agency)
f. Net Cost Savings to Agency (Verified-Agency Impact)			
g. Net Variance (Net Cost Savings – Guaranteed)	N/A		

J-10.1.4 Savings Adjustments - Provide a summary of any energy and/or cost savings adjustments required.

J-10.1.5 Project Performance and O&M Issues

- A.** Note impact of operating deficiencies or enhancements on generation of savings.
- B.** Note impact of maintenance deficiencies on generation of savings.
- C.** Detail any deficiencies that need to be addressed by the contractor (ESCO) or the Government (ordering agency).
- D.** Detail changes or impacts that have affected the ability of the project to generate energy savings including, but not limited to:
 - 1. Facility, building or equipment operational changes;
 - 2. Occupancy changes;
 - 3. Alteration, replacement, or removal of equipment;
 - 4. Building additions; and
 - 5. Building (partial or whole) demolitions.
- E.** Include completed Table 4, Detail of Cost Savings Impact due to Performance and O&M Issues, from Section J-10-1.5.F.

F. Table 4. Detail of Cost Savings Impact due to Performance and O&M Issues

ECM#	Impact to Energy Savings (MMBtu)	Impact to Cost Savings (\$)	ECM Location	Cause of Savings Impact	Responsibility (ESCO/Government)

J-10.1.6 Energy, Water, and O&M Rate Data

- A. Detail energy and water rates used to calculate cost savings for this period.
- B. Provide post-acceptance performance period rate adjustment factors for energy, water and O&M, if used.
- C. Report actual energy and water rates at site for same period (optional).

J-10.1.7 Verified Savings To Date - Include completed Table 5, Verified Savings for Post-Acceptance Performance Period to Date, from Section J-10.1.7.A.

A. Table 5. Verified Savings for Post-Acceptance Performance Period to Date

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

Year #	Total energy savings (MMBtu/yr)**	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Natural gas savings (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year # (\$/yr)	Other energy-related O&M cost savings, Year # (\$/yr)	Total cost savings, Year # (\$/yr)	Guaranteed cost savings for year
Total savings										

Notes: MMBtu = 10⁶ Btu.
 *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
 **If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

B. Current TO Schedules – Provide, as Appendix A, a copy of the TO Schedules which are current for the project.

C. Review Comments – Provide, as Appendix B, a list of the Government’s (ordering agency) review comments and responses, along with a running list of each previous year’s comments and responses.

J-10.2 Details for Each ECM

Develop section for each ECM.

J-10.2.1 Overview of ECM, M&V Plan, and Savings Calculation for ECM

- A. Summarize the scope of work, location, and how cost savings are generated. Describe source of all savings including energy, water, O&M, and other sources (if applicable).
- B. Discuss any changes in scope/results recorded in post-installation M&V report.
- C. State the M&V guideline and option used.
- D. Provide an overview of M&V Activities for ECM. Explain the intent of M&V plan, including what is being verified.
- E. Provide an overview of savings calculation methods for ECM. Provide a general description of analysis methods used for savings calculations.

J-10.2.2 M&V Activities Conducted This Period - Detail measurements, monitoring and inspections conducted this reporting period in accordance with M&V plan (include all that apply for each one):

- A. Measurement equipment used.
- B. Equipment calibration documentation.
- C. Dates/times of data collection or inspections, names of personnel, and documentation of Government witnessing.
- D. Details to confirm adherence to sampling plan.
- E. Include all measured values for this period. Include periods of monitoring and durations and frequency of measurements. (Use appendix and electronic format as necessary.) Include description of data format (headings, units, etc.).
- F. Describe how performance criteria have been met.
- G. Detail any performance deficiencies that need to be addressed by the contractor (ESCO) or the Government (ordering agency).
- H. Note impact of performance deficiencies or enhancements on generation of savings.

J-10.2.3 Verified Savings Calculations and Methodology

- A. Provide detailed description of analysis methodology used. Describe any data manipulation or analysis that was conducted prior to applying savings calculations.
- B. Detail all assumptions and sources of data, including all stipulated values used in calculations.
- C. Include equations and technical details of all calculations made. (Use appendix and electronic format as necessary.) Include description of data format (headings, units, etc.).
- D. Include details of any baseline or savings adjustments made.

E. Detail energy and water rates used to calculate cost savings.

1. Provide post-acceptance performance period energy and water rate adjustment factors, if used.
2. Report actual energy and water rates at site for same period (optional).

F. Detail verified savings for this ECM for performance year. Include completed Table 6, Verified Annual Savings for ECM for Performance Year #, from Section J-10.2.3.G.

G. Table 6 - Verified Annual Savings for ECM for Performance Year #

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

	Total energy use (MMBtu/yr)**	Electric energy use (kWh/yr)	Electric energy cost, Year # (\$/yr)	Electric demand (kW/yr)*	Electric demand cost, Year # (\$/yr)	Natural gas (MMBtu/yr)**	Natural gas cost, Year # (\$/yr)	Water use (gallons/yr)	Water cost, Year # (\$/yr)	Other energy use (MMBtu/yr)**	Other energy cost, Year # (\$/yr)	Other energy-related O & M costs, Year # (\$/yr)	Total costs, Year # (\$/yr)
Baseline use													
Performance Year # use													
Savings													

Notes: MMBtu = 10⁶ Btu.

*Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.

**If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu for link to cost schedules (e.g., 0.003413 MMBtu/kWh).

J-10.2.4 Details of O&M Savings (if applicable)

- A. Describe source of savings, if applicable.
- B. Describe verification activities.
- C. Provide post-acceptance performance period O&M cost savings adjustment factors, if applicable.

J-10.2.5 Details of other savings (if applicable)

- A. Describe source of savings, if applicable.

- B. Describe verification activities.
- C. Provide post-acceptance performance period adjustment factors, if applicable.

J-10.2.6 O&M Activities

A. Operating requirements

1. State organization(s) responsible for equipment operations. If appropriate, detail how responsibilities are shared.
2. Summarize the key operating procedures and any related verification activities.
3. Detail any deficiencies that need to be addressed by the contractor (ESCO) or the Government (ordering agency).
4. Note impact of operating deficiencies or enhancements on generation of savings.

B. Preventive Maintenance requirements

1. State organization(s) responsible for performing maintenance. If appropriate, detail how responsibilities are shared.
2. Include a verification of scheduled maintenance items completed by the contractor (ESCO) and/or the Government (ordering agency).
3. Detail any deficiencies that need to be addressed by the contractor (ESCO) and/or the Government (ordering agency).
4. Note impact of maintenance deficiencies on generation of savings.

C. Repair and replacement requirements

1. State organization(s) responsible for repair and replacement activities. If appropriate, detail how responsibilities are shared.
2. Summarize the activities conducted this period by the contractor (ESCO) and/or the Government (ordering agency).
3. Detail any deficiencies that need to be addressed by the contractor (ESCO) and/or the Government (ordering agency).
4. Note impact of maintenance deficiencies on generation of savings.

J-10.3 Appendices

Appendix A - Provide a copy of the current TO Schedules.

Appendix B - Provide a list of the Government's (ordering agency) review comments and responses, along with a running list of each previous year's comments and responses.

[END OF ATTACHMENT J-10]

ATTACHMENT J-11 Investor Deal Summary Template

IMPORTANT: This form is not to be modified in any way. Please note any clarifications/explanations below.

Project: [Insert Project Title here]

Date: [Insert date here]

ESCO: [Insert ESCO/Contractor Name]

1. Project Investment					
<i>Note: Data to be taken from Schedule TO-2</i>					
ECM description	Direct Cost (\$)	Percentage of total direct cost (%)	Indirect Cost (\$)	Profit (\$)	Implementation price (\$)
Totals		100			

2. Key Project Dates	
<i>Note: Provide anticipated dates for the milestones listed</i>	
Key event	Date
a. Period over which to hold firm: (i) offered premium over index interest rate (ii) financier's component of financing procurement price	
b. Anticipated TO award	
c. Anticipated financial closing	
d. Index rate lock	
e. Notice to proceed w/construction ^a	
f. Construction progress milestones ^a	
25% completion	
50% completion	
75% completion	
100% completion	
g. Ordering agency acceptance	

^a The ECM Progress Schedule, which is required in the proposal, may be substituted for these items.

3. Payment to Reduce Total Financed Amount		
<i>Note: For payments such as those listed below, provide dollar amounts and anticipated dates in which payment is expected to be made</i>		
Type of payment	Amount (\$)	Anticipated date
a. One-time pre-acceptance payments		
b. Utility rebate		
c. Other ECM financial incentive (i.e., state system benefit fund)		

4. ESCO's Portion of Financing Procurement Price	
<i>Note: Provide estimate of the ESCO's portion of the finance procurement price.</i>	Amount (\$)
ESCO's portion of financing procurement price (FPP), (e.g., payment and performance bonds, contractor costs for arranging financing, etc.)	

5. Summary Risk Analysis on Guaranteed Cost Savings (Payment Stream)						
<i>Note: In this section, the guaranteed cost savings for Years 1, 2 and 3 shall be "sorted" based upon its level of M&V. The first category of savings would be those savings subject to verification by ongoing measurements such as M&V Options B, C, and D. The second category of savings would be guaranteed savings subject to annual verification that ECM is in place and functioning, and savings from ECMs verified by M&V Option A. The third category of savings would be guaranteed savings from energy-related O&M. The sum of all categories is equal to the total level of guaranteed annual savings specified in TO-1 (final). In addition the percentage of each listing relative to the total shall be calculated and reported in the space provided.</i>						
	Year 1		Year 2		Year 3	
Guaranteed annual cost savings	\$	%	\$	%	\$	%
Subject to verification by ongoing measurements						
Subject to annual verification that ECM is in place and functioning						
Guaranteed savings are from energy-related O&M						
Total guaranteed savings						

6. Comparison of estimated and guaranteed cost savings		
<p><i>Note: For the total project savings and the level of savings associated that fall into the “Subject to verification by ongoing measurements” category, specify amount by which annual estimated cost savings exceed guaranteed cost savings (values for Year 0, no escalation applied). In addition, calculate the percentage by which the estimated savings exceeds the guaranteed savings.</i></p>		
Total project	\$	%
Total estimated savings		
Total guaranteed savings		
Amount total estimated savings exceeds total guaranteed savings		
Savings in subject to verification by ongoing measurements category		
Estimated savings subject to verification by ongoing measurements		
Guaranteed savings subject to verification by ongoing measurements		
Amount estimated savings subject to verification by ongoing measurements exceeds guaranteed savings subject to verification by ongoing measurements		

7. Payments for Post-Acceptance Performance Period Services		
<p><i>Note: Specify level of payment for post-acceptance performance period services and the date in which payments are expected to commence</i></p>		
	Year One Annual Amount (\$)	Anticipated payment start date
Total post-acceptance performance period services payment		

8. Savings Shortfall Required Before Exceeding Payment for ESCO Post-Acceptance Performance Period Services			
<p><i>Note: Section 8 presents a savings risk analysis to the financiers. For Years 1, 2 and 3, in the spaces provided, list the level of “guaranteed savings subject to verification by ongoing measurements” and the total payment for post-acceptance performance period services. Calculate the percent difference between the two values and show that percentage in space for “Percent shortfall in savings subject to verification by ongoing measurements.” Since the financier is in a position superior to the ESCO, the Trustee has the ability to redirect the post-acceptance performance period payments to the financier should a shortfall exist. This percentage reflects the upper shortfall limit in guaranteed savings that could be “covered” through the redirection of post-acceptance performance period payments.</i></p>			
	Year 1	Year 2	Year 3
Guaranteed savings subject to verification by ongoing measurements (\$)			
Post-acceptance performance period services payment (\$)			
Percent shortfall in savings subject to verification by ongoing measurements before post-acceptance performance period services payment is exceeded			

9. Events Required to Trigger Ordering Agency Withholding of Payments and Likelihood of Occurrence

Note: Brief narrative describing post-acceptance events required to trigger ordering agency withholding of payments and likelihood of occurrence of those events.

10. Applicable Financial Index (i.e., U.S. Treasury, Swap Rate, etc.)

Note: Specify the financial index that the financier shall base their offers upon. The intent is for all investment Offerors to base their proposed project interest rates upon the same financial index to better enable the ESCO to perform a selection.

11. Risk Assignment Summary: Refer to Completed Risk, Responsibility and Performance Matrix

Note: Attach completed Risk, Responsibility and Performance Matrix.

12. Frequency of Government Payments

Note: Specify the frequency (monthly, quarterly, or annually).

Clarifications/Explanations:

- 1.
- 2.

[END OF ATTACHMENT J-11]

ATTACHMENT J-12 Standard Finance Offer Template

IMPORTANT: This form is not to be modified in any way. Please note any clarifications/explanations in the areas below.

Project: [Insert Project Title here]

Date: [Insert date here]

ESCO: [Insert ESCO/Contractor Name]

Narrative description of finance package:

Financier Note: This section is intended to communicate full understanding of the finance offer, addressing issues such as:

1. *Third party or internal financing of capitalized construction-period interest costs*
2. *Establishment of escrow or trust accounts for construction draws, performance-period administration, or other purposes*
3. *Timing of project financing closing and date certain for initiation of repayments (if applicable)*
4. *Timing of ordering agency payments (monthly, quarterly, annually in advance, monthly in arrears, etc.)*

Implementation Price (IP) (value from IDS):

Itemized Financing Procurement Price (FPP):

Financier Note: Itemize all up-front charges that flow to the contractor's proposal, such as:

1. *All fees, professional services, etc. (itemize individually)*
2. *Capitalized construction-period interest (state all interest rate and other assumptions not specified in IDS)*
3. *Hedge costs (only applicable if IDS indicates ordering agency desires the index portion of total project interest rate to be held firm along with premium over index and FPP)*
4. *Contractor's portion of FPP (price to arrange financing, pass-through of payment and performance bond cost, etc.; value from IDS)*

One-time pre-acceptance payments (value from IDS):

Total Amount Financed (IP + FPP – one-time savings):

Financial Summary:

Date to which all aspects of the offer are held firm (from IDS):

Premium over index interest rate (annual):

Financier Note: Please indicate if contractor desires the index to be held firm, then specify project interest rate (annual) and as applicable rate with and without firm index.

Financier portion of FPP:

Financier Note: Total FPP, less figure for contractor's portion.

Post-Acceptance Performance Period (i.e., financing repayment) term (months):

Financier Note:

1. *Schedule of ordering agency debt service payments, electronically in Excel format, including all supporting calculations shall be provided with SFO.*
2. *Backup for the value of capitalized construction period interest, electronically in Excel format, including all supporting calculations, shall be provided with SFO.*
3. *All financing offers shall be based upon the applicable financial index specified in the IDS. The maturity of the index rate shall be equal to the post-acceptance performance period term (i.e., 17-year post-acceptance performance period = 17-year index). If the post-acceptance performance period is not exactly equal to the maturity of a specific index, then it is recommended that a smoothed cubic spline fit be used to approximate the rate curve. This method allows the interpolation of interest rates for given maturities even when no paper was sold at those maturities. For a discussion of econometric techniques for fitting the term structure of interest rates, including bibliographic information, see, for example, Mark Fisher, Douglas Nychka, and David Zervos, "Fitting the Term Structure of Interest Rates with Smoothing Splines," Finance and Economics Discussion Series 95-1 (Board of Governors of the Federal Reserve System, January 1995).*

Pre-payments and refinancing:

Financier Note: Discuss and provide applicable terms and conditions related to pre-payments, refinancing and other related aspects.

Clarifications/Explanations:

- 1.
- 2.

[END OF ATTACHMENT J-12]

ATTACHMENT J-13 Preliminary Assessment Recommended ECM Template

ECM Title:		DOE Technical Category:						
Location(s) affected:								
ECM Description: For all recommended ECMs, provide a high level narrative (details to be provided in the IGA).								
O&M and R&R: Provide a high level description of the proposed responsibilities for operating, maintaining, repairing and replacement of the recommended ECM (details to be provided in the IGA)								
First Year Savings Provide Ranges								
								a.
Total energy savings (MMBtu/yr)	Electric energy savings (kWh/yr)	Electric demand savings (kW/yr)*	Fuel savings*** (MMBtu/yr)**	Water savings (gallons/yr)	Other energy savings (MMBtu/yr)**	Total energy and water cost savings, Year 1 (\$/yr)	Other energy-related O&M cost savings, Year 1 (\$/yr)	Total cost savings, Year 1 (\$/yr)
First Year Costs/Incentives Provide Ranges								
b.		c.			d.		(b-d)/(a-c)	
ECM Implementation Cost (\$)	Year 1 O&M Costs (\$)	Year 1 R&R (\$)	Year 1 M&V Costs (\$)	Total Cost, Year 1 (\$/yr)	Incentives, Year 1 (\$)	Simple Payback (yr)		
M&V Method: Provide method A,B,C, or D and describe if method differs from M&V guidelines version 4 for suggested M&V for this ECM (details will be required in IGA)								
Other: Provide high level summary of significant issues that will affect this ECM. Consider the following categories at a high level (to be provided in detail in the IGA) a. ECM interface with existing ordering agency equipment, b. Physical changes, c. Utility interruptions, d. Ordering agency support required, e. Potential environment impacts and expected coordination with the site National Environmental Policy Act (NEPA) Compliance Officer								
Notes:								
MMBtu=10 ⁶ Btu.* Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.								
**If energy is reported in units other than MMBtu, provide a conversion factor to MMBtu (e.g., 0.003413 MMBtu/kWh).								
***list fuel type(s) saved for project								

[END OF ATTACHMENT J-13]

ATTACHMENT J-14

Project Management Center Upload Instructions

J-14.1 Introduction

The U.S. Department of Energy's EERE Project Management Center (PMC) web portal is the official system for uploading deliverables (to DOE only) for the DOE ESPC IDIQ contracts and awarded Task Orders (TO). Below are procedures and file naming instructions for the Contractor (ESCO) to upload document deliverables into the PMC. The PMC site shall be used for the submission of all DOE deliverables, as identified and required under Section F.6, Deliverables and Submittals, unless directed otherwise by the DOE IDIQ Contracting Officer.

A unique DOE project number is required in the PMC in order to upload the project deliverables for each individual ESPC TO project. When the Contractor receives a Notice of Intent to Award (NOITA) for a particular project, it shall request a new DOE project number from the DOE IDIQ Contracting Officer's Representative (COR) or alternate COR, so that it can correctly upload the TO deliverables for that particular project. Before uploading any project deliverables into the PMC, the Contractor shall confirm the correct project number is used for each project.

J-14.2 Accessing the PMC


To access the PMC system, the first step is to go to the "FEMP Contractor Document Upload Page" located at: <https://www.eere-pmc.energy.gov/ESCOWelcome.aspx>. It is recommended that this link be loaded into a web browser to begin the process.

The screenshot displays the EERE Project Management Center website. The header includes the U.S. Department of Energy logo and the text "Energy Efficiency & Renewable Energy". The main navigation bar contains links for HOME, ABOUT, BUSINESS OPPORTUNITIES, RECIPIENT RESOURCES (highlighted), MEDIA, GLOSSARY, and DOE OFFICIALS LOGIN. The page title is "EERE Project Management Center". The main content area is titled "FEMP Contractor Document Upload" and includes the following text: "Upload documents for FEMP ESPC contracts. All FEMP ESPC Contractors users must create an Applicant/Recipient Login account or use an existing account for this feature." Below this, there are two links: "Log into the Recipient/Applicant Site" and "Register a new Recipient/Applicant Login Account". A "Resources" section lists two PDF documents: "Instructions for Setting up a Recipient/Applicant Login Account (PDF 899 KB)" and "Instructions for Uploading Reports (PDF 510 KB)". At the bottom, there is a link "Click here for Questions and Comments" and a note "Some Documents are available as Adobe Acrobat PDFs" with a "Download Adobe Reader" button.

When the PMC site opens, there are two options. Current users with an established login can select the "[Log into the Recipient/Applicant Site](#)" link to access their accounts for uploading document deliverables. New users must first create a new account by selecting the "[Register a new Recipient/Application Login Account](#)" link. Use the "Instructions for Setting up a Recipient/Applicant Login Account" resource document provided on this page to set up a new login account. Below are step by step instructions for logging in after selecting the "[Log into the Recipient/Applicant Site](#)" link.

*** Please note if your password has been lost, or has expired, use either the "[Click here for Questions and Comments](#)" link to get your password updated, or the "[Lost Password?](#)" link shown under Step 1 below and follow the change password instructions found there.*

- A. After selecting the "[Log into the Recipient/Applicant Site](#)" link, a new page appears as shown below. Enter the valid email address for your Recipient/Applicant Login account and click the "[Continue...](#)" button.

 **Welcome Recipients and Applicants**
EERE Project Management Center [Return to Main EERE-PMC web site](#)

Login to Recipient/Applicant Account

Enter Login Email Address

Email Address:

[Register a New Account](#) [Lost Password?](#)

WARNING!

This computer is a Federal computer system and is the property of the United States Government. It is for authorized use only. Users (authorized or unauthorized) have no explicit or implicit expectation of privacy. Any or all uses of this system and all files on this system may be intercepted, monitored, recorded, copied, audited, inspected, and disclosed to authorized site, Department of Energy, and law enforcement personnel, as well as authorized officials of other agencies, both domestic and foreign. By using this system, the user consents to such interception, monitoring, recording, copying, auditing, inspection, and disclosure at the discretion of authorized site or Department of Energy personnel.

Unauthorized or improper use of this system may result in administrative disciplinary action, and/or civil and criminal penalties. By continuing to use this system you indicate your awareness of and consent to these terms and conditions of use. LOG OFF IMMEDIATELY if you do not agree to the conditions stated in this warning.

- B. Complete the sign-in verification page, filling out all required fields as indicated, and click the grey “Continue...” button at the bottom of the page.

Important Note: Verify the “Pass Image” and “Pass Phrase” are what you chose when creating the account.

Welcome Applicants and Recipients
EERE-PMC Sign-in Page [Return to Main EERE-PMC web site](#)

Sign-in

Pass Image & Pass Phrase
(if this image & pass phrase do not correspond to your account, please contact the help desk at eere-pmc@ee.doe.gov).

Pass Image: [Blacked out image]

Pass Phrase: [Blacked out text]

Challenge Question: What was your first pet's name?
Challenge Answer: [Text input field]

Password: [Text input field]

- C. Read the Security Notice and Check the “I agree to this web site’s terms of use” box. Then click the “Continue” button.

Welcome
EERE-PMC User Account Home [Return to Main EERE-PMC web site](#) | [Sign out](#)

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Security Notice

This web site is part of a Federal computer system used to accomplish Federal functions. The Department of Energy monitors this web site for security purposes to ensure it remains available to all users and to protect information in the system. By accessing this web site, you are expressly consenting to these monitoring activities. Unauthorized attempts to defeat or circumvent security features, to use the system for other than intended purposes, to deny service to authorized users, to access, obtain, alter, damage, or destroy information, or otherwise interfere with the system or its operation are prohibited. Evidence of such acts may be disclosed to law enforcement authorities and result in criminal prosecution under the Computer Fraud and Abuse Act of 1986 (Pub. L. 99-474) and the National Information Infrastructure Protection Act of 1996 (Pub. L. 104-295), (18 U.S.C. 1030), or other applicable criminal laws.

I agree to this web site's terms of use.

J-14.3 Uploading Project Deliverables

After completing the log in process, another screen will appear as shown below. Following are step by step instructions for uploading your project document deliverables to the PMC. Please follow the instructions provided in the Federal Energy Management Program (FEMP) header for access to upload Reports. The interface is available 24 hours a day/7 days a week and is for DOE deliverables only. Deliverables specific to your ordering agency (other than DOE) should not be sent to the PMC as they will not be forwarded to your agency representative.

Welcome [Redacted]
EERE-PMC User Account Home [Return to Main EERE-PMC web site](#) | [Sign out](#)

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Submit Your Reporting Requirements

Federal Energy Management Program (FEMP) Contractors

If you are a Federal Energy Management Program (FEMP) ESCO Contractor uploading award documents to your ESPC IDIQ task order, please follow the link below.

[Click this Link if you are an ESCO Submitting Requirements to Task Order](#)

Award Recipients

If you are listed as the primary Business or Technical contact on the DOE Award Contract, choose the "Upload New Document to this Award" to upload documents directly to the Award. If you are not listed as Business or Technical contact, you may still upload your reporting requirements through the link provided below.

[Click this Link to Enter Award Number and Submit Reporting Requirements](#)

Your Previously Uploaded Reports

If you are listed as the primary Business or Technical contact on the DOE Award Contract, the previously uploaded award documents are listed below by DOE Award number.

- A. Select the "Submit Your Reporting Requirements" tab along the top of the web page, as shown above.
- B. Select the "Click this Link if you are an ESCO Submitting Reporting Requirements to Task Order" link under the blue Federal Energy Management Program (FEMP) Contractors bar.
- C. The screen changes to the "EERE-PMC User Account Home" page, as shown on the following page. The "Your Information" section should automatically be filled in with your name, email and phone. This information identifies the user uploading documents to the PMC and where the confirmation email will be sent after successfully completing the upload process. If this information is incorrect, sign out as indicated.
- D. The next section, entitled "Select/Find FEMP Project Number", shows two radial button options to select for uploads: "Project" (for selecting a DOE Task order) or "Contract" (for selecting a DOE ESPC IDIQ Contract). Both sections allow the FEMP user to upload files to the system.

To upload project-specific ESPC task order deliverables, the user will need to select the Project radial button under "Step 1: Select the type of Upload (Contract vs. Project)". For uploading contract deliverables for the DOE ESPC IDIQ contract, please refer to the instructions provided in Section IV, "Uploading a Contract Deliverable".

The screenshot shows a web interface for EERE-PMC User Account Home. At the top, there is a 'Welcome' message with a redacted name and a 'Return to Main EERE-PMC web site | Sign out' link. Below this, there are navigation links: 'Partnering through innovation', 'U.S. Department of Energy - Golden Field Office', and 'Return to the Submit Your Reporting Requirements Area'. The main heading is 'FEMP Contractor Document Upload'. A sub-heading reads: 'Federal Energy Management (FEMP) ESPC contractors should use this page to Select/Find the FEMP Project Number.' Below this is a 'Your Information' section with a red warning: '* If this is not your contact information, please click the "Sign out" link at the top of this page and log back in.' There are three input fields for 'Name:', 'E-Mail:', and 'Phone:', all with redacted content. The next section is 'Select/Find FEMP Project Number' with four steps: Step 1: 'Select the type of Upload (Contract vs. Project)' with radio buttons for 'Project' (selected) and 'Contract (Only available for 2016 ESPC IDIQ contracts)'; Step 2: 'Select ESPC IDIQ Contract Grouping:' with a dropdown menu showing 'Please Select'; Step 3: 'Select ESCO ESPC IDIQ Contract Number' with a dropdown menu showing 'Please Select'; Step 4: 'Select Project Number:' with a dropdown menu showing 'Please Select'. Below the steps is a separator '--of--' and an 'Enter Project Number:' input field. At the bottom are 'Continue' and 'Cancel' buttons, and a link: 'Click here for Question and Comments'.

*The reference "Only available for 2016 ESPC IDIQ contracts" will be updated after award of the new contracts.

- E. Then select the specific ESPC IDIQ Contract for which the deliverable documents will be uploaded to from the "Step 2: Select ESPC IDIQ Contract Grouping" dropdown menu. (For reference, the "Regional/Tech Specific ESPC IDIQs" were awarded between 1997 and 2002, the "2009 ESPC IDIQ" contract groupings were awarded in December 2008, and the "Future ESPC IDIQ" contract groupings are being awarded in the near future.) The user must know which IDIQ contract the particular project is associated with in the system in order to see the correct contract and associated project numbers.

The screenshot shows a web form titled "Select/Find FEMP Project Number". It contains the following elements:

- Step 1: Select the type of Upload (Contract vs. Project)**
 Project Contract (Only available for 2016 ESPC IDIQ contacts)
- Step 2: Select ESPC IDIQ Contract Grouping:**
A dropdown menu is open, showing the following options:
 - Please Select
 - Future ESPC IDIQ
 - 2009 ESPC IDIQ
 - Region Tech Specific ESPC IDIQ
- Contract Number:** A text input field.
- Step 4: Select Project Number:**
A dropdown menu with "Please Select" as the current selection.
- or--**
- Enter Project Number:** A text input field.

*The reference "Future ESPC IDIQ" will be updated after award of the new contracts.

- F. Under "Step 3: Select ESCO ESPC IDIQ Contract Number", the user selects the correct ESCO and contract number from the dropdown menu.

The screenshot shows the same web form as above, but with the following changes:

- Step 2: Select ESPC IDIQ Contract Grouping:** The dropdown menu is now closed and shows "2009 ESPC IDIQ" as the selected option.
- Step 3: Select ESCO ESPC IDIQ Contract Number**
A dropdown menu is open, showing the following options:
 - Please Select
 - Ameresco, Inc. (DE-AM36-09 GO29029)
 - Clark Energy Group, LLC (DE-AM36-09 GO29031)
 - Consolidated Edison Solutions, Inc. (DE-AM36-09 GO29032)
 - Constellation NewEnergy, Inc. (DE-AM36-09 GO29033)
 - Energy Systems Group, LLC. (formally Chevron) (DE-AM36-09 GO29030)
 - FPL Energy Services, Inc. (DE-AM36-09 GO29034)
 - Honeywell International, Inc. (DE-AM36-09 GO29035)

*The ESCO names and contract numbers for the "Future ESPC IDIQ" will be added to the PMC after award of the new contracts.

- G. For "Step 4: Select Project Number", users can select the specific project number from the dropdown menu. This selection includes all delivery/task order project numbers awarded under a specific selected ESCO/Contract. If an expected Project Number is not listed in this step, first check that you have selected the correct contract grouping and contract number. If this is correct but the Project Number is still not present, contact the DOE IDIQ COR or his designee to get the new project number added to your ESPC IDIQ Contract.

Select/Find FEMP Project Number

Step 1: Select the type of Upload (Contract vs. Project)
 Project Contract (Only available for 2016 ESPC IDIQ contracts)

Step 2: Select ESPC IDIQ Contract Grouping:
2009 ESPC IDIQ

Step 3: Select ESCO ESPC IDIQ Contract Number
Ameresco, Inc. (DE-AM36-09 GO29029)

Step 4: Select Project Number:
Please Select
618
670
859

- H.** The last field on this page, “Enter Project Number”, is used to bypass the dropdowns for fully awarded contracts and allows users to make uploads to projects in the Preliminary Assessment (PA) phase that are not fully awarded yet. This is the only way ESCOs can upload a PA document to the PMC after the NOITA has been issued, but the TO for the project has not yet been awarded by the ordering agency to the ESCO. The project number must be requested by the ESCO from DOE in order to get the correct project number to upload deliverables to the PMC. When the project is fully awarded to the ESCO, the same number will show up in the dropdowns.

--OF--

Enter Project Number:

Continue Cancel

- I.** Upon making the selections for steps 1 through 4 on the “FEMP Contractor Upload Page”, or entering a project number in the last field, select the grey “Continue” button at the bottom to move to the next page.
- J.** The “ESPC Contractor Deliverable Requirements Submission Page” will appear as shown on the next page. This page is broken up into three primary sections: “Project Number/ESCO”, “Select Deliverable(s)”, and “Attach File(s)”.

The first section, “Project Number/ESCO”, reiterates the selected FEMP Project Number, the name of the ESCO, and the Contract Number from the previous entry page, to indicate where deliverables will be uploaded. If the wrong project is shown, you can select the grey “Go Back” button at the bottom of the page.

The second section, “Select Deliverables”, provides a list of various document deliverables, and allows the user to select, through a deliverable dropdown menu, the type of deliverable being uploaded. The PMC categories for deliverable types are “Pre-Award”, “Award”, “Post-Award”, “M&V”, and “Other”. The comment box below the dropdown menu allows the user to provide an explanation for various issues, such as late deliveries, resubmissions, or multiple documents being delivered.

The third and last section on the page, “Attach File(s)”, is where the user can browse for and attach one or more deliverables to be uploaded to the PMC system.

Welcome [Redacted]
EERE-PMC User Account Home

Return to Main EERE-PMC web site | Sign out

Partnering through Innovation U.S. Department of Energy - Golden Field Office

Return to the Submit Your Reporting Requirements Area

FEMP ESPC Contractor Deliverable Requirements Submission Page

Federal Energy Management (FEMP) ESPC contractors should use this page to upload documents for FEMP ESPC contracts.

Project Number/ESCO

FEMP Project No 618	ESCO Ameresco, Inc.	Contract Number DE-AM36-09 GO29029
-------------------------------	-------------------------------	--

Select Deliverable(s)

Pre-Award	Award	Post-Award	R&V	Other
<ul style="list-style-type: none"> Initial Proposal/ Preliminary Assessments DES Detailed Energy Survey/Investment Grade Audits 	<ul style="list-style-type: none"> Final Proposals Awarded Task Order Documents and Attachments 	<ul style="list-style-type: none"> Awarded Modification Documents to Task Orders Post Installation Reports Commissioning Reports Agency Acceptance 	<ul style="list-style-type: none"> Annual Performance Measurement & Verification Reports 	<ul style="list-style-type: none"> Notification of Task Order Termination (buyouts, etc.) Contract Project Letters Small Business Contracting Report Miscellaneous

Select Report Type
 Please Select

Comment

Attach Files(s)

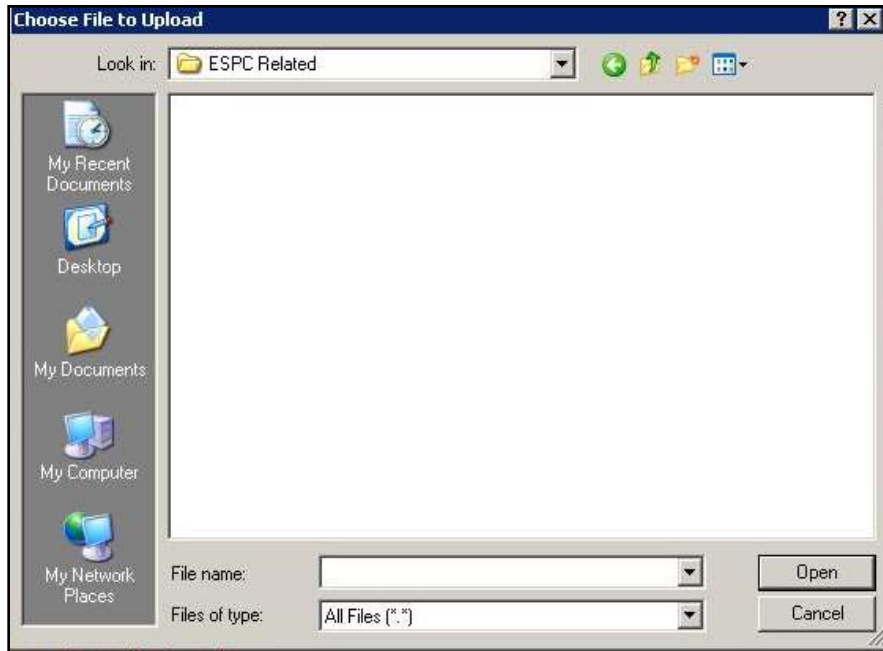
- Due to security requirements, files should not exceed 50 MB in size. If the files are larger than 50 MB, please split them into multiple parts.
- Uploaded files for each ESCO, project number and document type should have a unique name.
- Use the Document/Report Reference Matrix below to help select "Document Type" and "Report Type".

	Browse...
	Browse...
	Browse...
	Browse...

Upload File(s) Cancel Go Back

[Click here for Questions and Comments](#)

- K. To upload a document, select the “Browse” button with your left mouse button. A “Choose File to Upload” screen will appear to attach and/or select a deliverable from your computer. Find the deliverable document on your computer and select it. Then select the “Open” button at the lower right corner on the “Choose File to Upload” screen. The file will show up next to the browse button you selected. Four separate files can be uploaded at a time for one report type. If the report type changes, please reselect a new report type before selecting “Upload Files” button at the bottom of the page.



- L.** When all files are attached, select the ‘Upload File(s)’ button to upload the files to the PMC. A confirmation email will be sent to the user’s email shown on the first screen, entitled “FEMP Contractor Document Upload Page”, when the files have successfully uploaded to the PMC.
- M.** If the user has more files to be uploaded for the same project number, then just select the new report type, attach the files using the “Browse” tool, and select the “Upload File(s)” button. If the user has files to upload for a different project, select the “Go Back” button, choose the new project number, and then select “Continue” to get back to the “FEMP ESPC Contractor Deliverable Requirements Submission Page” for the new project.

J-14.4 Uploading a Contract Deliverable

The “Contract” deliverable upload is for adding ESCO deliverables to your ESPC IDIQ Contract.

- A. Select the “Contract” radial button under “Step 1: Select the type of Upload”.
- B. Select the specific ESPC IDIQ Contract for the document deliverable(s) that will be uploaded to the PMC from the “Step 2: Select ESPC IDIQ Contract Grouping” dropdown menu.

Select/Find FEMP Project Number

Step 1: Select the type of Upload (Contract vs. Project)
 Project Contract (Only available for 2016 ESPC IDIQ contracts)

Step 2: Select ESPC IDIQ Contract Grouping:
Please Select
Future ESPC IDIQ

Step 3: Select ESCO ESPC IDIQ Contract Number
Please Select ▼

Continue Cancel

[Click here for Question and Comments](#)

- C. Then select the desired IDIQ contract number from the “Step 3: Select ESCO ESPC IDIQ Contract Number” dropdown menu.
- D. When the contract number is selected, click on the grey “Continue” button at the bottom of the page to move to the next page.
- E. Upon selection of the “Continue” button, a new screen will appear for uploading contract documents to the PMC, as shown on the following page. This page is broken up into three primary sections: “Project Number/ESCO”, “Select Deliverable(s)”, and “Attach File(s)”, similar to the page for project deliverables.

Welcome [Redacted]
EERE-PMC User Account Home [Return to Main EERE-PMC web site](#) | [Sign out](#)

Partnering through innovation U.S. Department of Energy - Golden Field Office

[Return to the Submit Your Reporting Requirements Area](#)

FEMP ESPC Contractor Deliverable Requirements Submission Page

Federal Energy Management (FEMP) ESPC contractors should use this page to upload documents for FEMP ESPC contracts.

Project Number/ESCO

ESCO	Contract Number
TEST ESCO	DE-AM36-09 G099999

Select Deliverable(s)

Contract

- Novations
- Contract Documents
- Small Business Subcontracting Report
- Yearly Contract Updates
- Miscellaneous

Select Report Type

Please Select

- Novations
- Contract Documents
- Small Business Subcontracting Report
- Yearly Contract Updates
- Miscellaneous

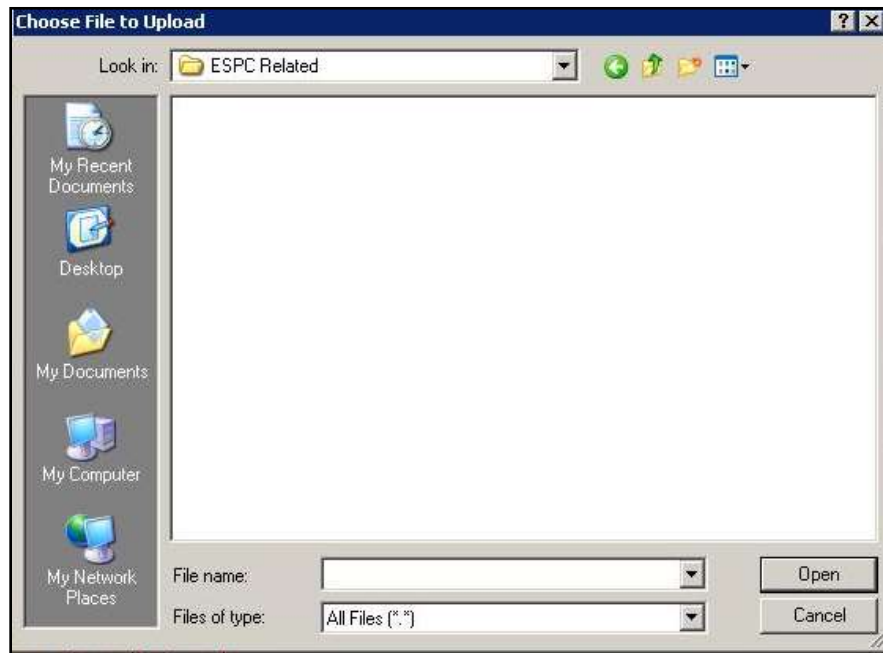
Attach Files(s)

- Due to security requirements, files should not exceed 50 MB in size. If the files are larger than 50 MB, please split them into multiple parts.
- Uploaded files for each ESCO, project number and document type should have a unique name.
- Use the Document/Report Reference Matrix below to help select "Document Type" and "Report Type".

<input type="text"/>	Browse...
<input type="text"/>	Browse...
<input type="text"/>	Browse...
<input type="text"/>	Browse...

[Click here for Questions and Comments](#)

- F. To upload a document, select the “Browse” button with your left mouse button. A “Choose File to Upload” screen will appear to attach and/or select a deliverable from your computer. Find the deliverable document on your computer and select it. Then select the “Open” button at the lower right corner on the “Choose File to Upload” screen. The file will show up next to the browse button you selected. Four separate files can be uploaded at a time for one report type. If the report type changes, please reselect a new report type before selecting “Upload Files” button at the bottom of the page.



- G. When all files are attached, select the ‘Upload File(s)’ button to upload the files to the PMC. A confirmation email will be sent to the user’s email shown on the first screen, entitled “FEMP Contractor Document Upload Page”, when the files have successfully uploaded to the PMC.
- H. If the user has more files to be uploaded for the same contract number, then just select the new report type, attach the files using the “Browse” tool, and select the “Upload File(s)” button. If the user has files to upload for a different contract, select the “Go Back” button, choose the new contract number, and then select “Continue” to get back to the “FEMP ESPC Contractor Deliverable Requirements Submission Page” for the new contract.

J-14.5 Verification Process

The “Upload Files” button from the “ESPC Contractor Deliverables Submission Page” generates an email message to the individual uploading files and whose information is on the first entry page. The email will include the ESCO and Contract number the documents were uploaded to, the person who uploaded the documents, the phone number of the individual, their email, the upload date, and name of the file uploaded. If any uploaded information is incorrect, users shall send a copy of the verification email to the DOE IDIQ COR and explain what to do with the file that was uploaded.

J-14.6 Naming Sequence Requirements

Providing a unique filename to discover and locate files in a large database is important. Each deliverable shall be uniquely named to differentiate them from other projects/file names and different tasks/delivery orders. Provided below are unique naming structures and sequences to be used to keep documents distinctive. Some examples for naming your documents are provided below.

Example 1: “001_RMNP_FP_V1_091001” or “001_RMNP_MV_Yr4_091031”

Example 2: “001_FP_V1_091001” or “001_MV_Yr4_091031”

Explanations for Naming Examples:

Project #: 001

Name of Project: RMNP (for Rocky Mountain National Park)

Type of Document:

- Preliminary Assessment PA
- Proposal (Final Version) FP
- Awarded TO ATO
- Awarded Modifications AMod
- Post Installation Report PIR
- Commissioning Report ComR
- Notice of Acceptance Acc
- Annual Performance Measurement & Verification MV
- Other Other or F

Version or Year of Document: “V1” for Version
“Yr1” for Year of M&V

Date: “091001” for Oct 01, 2009

[END OF ATTACHMENT J-14]

ATTACHMENT J-15

eProject Builder System Instructions

J-15.1 Introduction

eProject Builder (ePB) is a secure online data collection system for ESPC projects. It is offered through a web-based tool managed on behalf of the U.S. Department of Energy by the University of California / Lawrence Berkeley National Laboratory (LBNL). This system is subject to the protections, requirements, limitations, and exemptions of 10 C.F.R. § 1004.3(e)(2) and the Freedom of Information Act, 5 U.S.C. § 552. The ePB system includes ESPC project data for State, local, and federal agencies. It provides a standardized format for collecting and reporting ESPC project data. ePB enables Energy Service Companies (ESCOs) and their contracting agencies or other entities to:

- A. Upload and track project-level information;
- B. Generate basic project reporting materials (e.g. task order schedules) that may be mandated by local, state, and/or federal agency requirements; and
- C. Benchmark proposed Energy Savings Performance Contract (ESPC) projects against aggregate statistics from a database of historical project data.

Authorized users of ePB include local, state, and federal government agencies, private companies and their authorized staff, as well as other organizations authorized by these government agencies and/or private companies and their authorized staff. ePB users deliver and/or access project-level information only for those projects for which they are authorized. Project-level information delivered and/or accessed by ePB users is described on the eProject Builder system website, <https://eprojectbuilder.lbl.gov/>, and amended from time to time.

J-15.2 General Process for Entering Project Information to ePB

Customers (i.e., ordering agencies) will initiate a project through the ePB system and invite an individual ESCO contact to “build” the project. After being invited to use the system and registering, the “project builder” (i.e., the ESCO) will be able to enter project information. After the project information has been entered, the ESCO will have the ability to generate draft schedules and submit the project information for customer (i.e., “project initiator”) approval. Customer approval commits the project to the ePB system database and “project viewers”, outside parties invited by the ESCO or customer agency or other authorized users, will have the ability to view, but not edit, the project information. Customer agencies have the ability to unlock a project for modification and re-submittal by the ESCO. The entering of project data and customer approval is similar for project financial and energy savings data that defines the project upon award, and subsequently during the post-installation and annual measurement and verification.

J-15.3 Requirements for Contractor

All required project-level information is described on the ePB website. The contractor will collect and report project-level information to the ePB system at the following times for projects under the DOE ESPC IDIQ contract:

- A. Draft schedules shall be incorporated into the Preliminary Assessment (PA) for submittal. Inclusion of the cancellation ceiling schedule is optional, or as specified by the ordering agency in Task Order Request for Proposal.
- B. Complete draft schedules for the Draft Investment Grade Audit/Proposal shall be incorporated, when requested by the ordering agency.

- C. Complete schedules for the Final IGA/Proposal, once final negotiations are complete, shall be generated and incorporated into the Final IGA/Proposal, as referenced in Attachment J-4. These schedules will match what will be incorporated into the Task Order. The contractor shall submit the project for approval through ePB so the ordering agency can review and approve the schedules before Task Order Award to ensure there is agreement with the Final IGA/Proposal.
- D. Post-Installation M&V data shall be entered into ePB for the performance year of zero (0). The post-installation M&V schedule report within ePB shall be generated and incorporated into the Post-Installation Report, as referenced in Attachment J-4. Upon finalizing the post-installation report, the contractor shall submit the post-installation M&V data for approval through ePB so the ordering agency can review and approve the data.
- E. Annual M&V data shall be entered annually into ePB for the performance year of one (1) through the end of the Task Order. The annual M&V schedule report within ePB shall be generated and incorporated into the Annual M&V Report on ECM Performance, as referenced in Attachment J-4. Upon finalizing the post-installation report, the contractor shall submit the post-installation M&V data for approval through ePB so the ordering agency can review and approve the data.
- F. Complete ePB schedules for a contract modification (if applicable)

J-15.4 ePB Support, Training Videos, and Documentation

Please visit the following location for complete instructions, documentation, and training videos on how to upload project information and use the ePB system:

<https://eprojectbuilder.lbl.gov/home/#/help>

The following documentation and training are available at the ePB website and amended from time-to-time.

- **System Requirements**
- **Data Templates and User Guide**
- **Training Documentation**
- **Key Features and Benefits of ePB**

- **Training Videos**
 - Full on-demand demonstration and training webinar (1 hour)

 - *Introductory Chapters (All Users)*
 1. Overview video
 2. Registration and log-in
 3. Benchmarking against historic project data
 4. Viewing your projects summary, project dashboard, M&V module and uploading documents, and viewing project financial schedules (.html or .pdf)
 5. Download project data into spreadsheet (.csv)
 6. Changing your password and logging out

 - *Customers (Project Initiators)*
 7. Initiating a new project
 8. Viewing projects summary
 9. Viewing the project dashboard and uploading documents
 10. Outputting project financial schedules (view online or download as pdf)

11. Approving a project submitted by the ESCO
 12. Unlocking a project for ESCO revision
 13. Viewing and approving M&V data
 14. Adding Project Viewers
- *ESCOs (Project Builders)*
 15. Viewing your projects summary and dashboard
 16. Downloading the data template
 17. Completing the data template
 18. Uploading the project data template via the Projects Summary Page
 19. Uploading the project data template via the Project Dashboard
 20. Outputting project financial schedules (view online or download as pdf)
 21. Editing project data and submitting to customer for approval
 22. Entering and submitting M&V data
 23. Adding Project Viewers
 - *Project Viewers*
 24. Viewing your projects summary and dashboard
 25. Viewing project financial schedules

[END OF ATTACHMENT J-15]

ATTACHMENT J-16 SMALL BUSINESS SUBCONTRACTING PLAN (Template)

Solicitation Number: DE-SOL-0006380

Contract Number: DE-EE000XXXX

Department of Energy (DOE), Federal Energy Management Program (FEMP)
Indefinite Delivery, Indefinite Quantity (IDIQ), Energy Savings Performance Contract (ESPC)

Name of Contractor: _____

Address: _____

Unique Entity Identifier / DUNS Number: _____

Date Prepared: _____

Type of Plan: Individual, Non-Commercial

Plan Period: Base Period Date of Award through 60 months
Option Period 18 months

STATUTORY REQUIREMENTS (Federal Acquisition Regulation (FAR) 19.702)

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that small business (SB) (including Alaska Native Corporations (ANCs) and Indian tribes), veteran-owned SB (VOSB), service-disabled veteran-owned SB (SDVOSB), historically underutilized business zone SB (HUBZone), small disadvantaged business (SDB) (including ANCs and Indian tribes), and women-owned SB (WOSB) concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.
- It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with all SB concerns.
- See 19.702(a)(1) for requirements that are imposed in negotiated acquisitions.
- As stated in [15 U.S.C. 637\(d\)\(8\)](#), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in **material breach of its contract**. Further, [15 U.S.C. 637\(d\)\(4\)\(F\)](#) directs that a contractor's **failure to make a good faith effort** to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages (Refer to 19.702(c) and 19.705-7).

*This template has been designed to be consistent with FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan ("Subcontracting Plan"). Other formats of a small business subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this template may be cause for a finding of non-responsibility where the clause is applicable.

Notice to Offerors/Contractors: DOE provides this subcontracting plan template as a tool which must be adapted to fit your subcontracting situation. The template is NOT a fill-in-the-blank form and you must remove instructional language [in blue]. DOE expects Offerors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan before submitting their subcontracting plans.

The following, together with any attachments, is submitted as a Subcontracting Plan to satisfy the requirements of FAR 19.704 and clause 52.219-9. This plan is applicable to all task orders issued under the contract.

1. SUBCONTRACTING PERCENTAGE GOALS (FAR 19.704(a)(1) and clause 52.219-9(d)(1))

- You must state separate percentage goals for small businesses and each subcategory. At a minimum, you must at least specify the current statutory subcontracting goals DOE is currently required to meet as provided in the solicitation. You may not have a 0% goal for any category. However, you are expected to offer the maximum practicable opportunities to each type of SB concern consistent with your best faith efforts and supported by your reports and records.
- The calculated percentage for each category is based upon the total planned subcontracting dollars listed below (Section 2.a.ii). For example, HUBZone dollars of \$400,000 divided by Total Subcontracting dollars of \$2,500,000 equals 16.00%. Percentages are to be rounded to the nearest one-hundredth of a percent.
- A breakdown of the Base Period and Option Period goals is not required for this contract, since the Option Period is merely an extension of the ordering period of performance for task orders, and will not increase the maximum ceiling value on the contract.
- The Offeror shall include all subcontracts that will contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

[Company Name] provides the following separate subcontracting percentage goals for using SB, SDB, HUBZone, WOSB, VOSB, and SDVOSB concerns as subcontractors:

Table 1 – Small Business Subcontracting Percentage Goals

Category / Subcategory of Small Business	Percentage of Total Planned Subcontracting Dollars *
Total Small Business (including all socioeconomic categories, ANCs, Indian tribes, and non-designated small business firms)	
Specific Socioeconomic Categories	
Small Disadvantaged Business (including 8(a), ANCs and Indian tribes)	
HUBZone Small Business	
Woman-Owned Small Business	
Veteran-Owned Small Business (including SDVOSB)	
Service-Disabled Veteran-Owned Small Business	

*These goals may be tailored to the needs of the ordering agency at the task order level. However, the percentages cannot be negotiated lower than the minimum goals required by DOE.

2. PLANNED SUBCONTRACTING DOLLARS (FAR 19.704(a)(2) and clause 52.219-9(d)(2))

- You must state separate dollar goals for small businesses and each socioeconomic category.
- Total estimated subcontracting dollars (or spend) planned to all types of business concerns must be provided, then separately state the dollars that will be subcontracted to each category. All percents for each category will be expressed as a percentage of the **total** subcontracting dollars to all concerns (both large and small)*.
 - *Only the planned subcontracting for large businesses plus the planned subcontracting for all small businesses will equal the total planned subcontracting in both dollars and percents. The amounts for the socioeconomic categories will not add up to reach the total small business amounts. This is because some small businesses may not fall under one of the categories, and there also may be one or more small businesses that fall under multiple categories, so the same dollars could be double and triple counted.
- The Small business dollar amount must include all sub-group category amounts; i.e., HUBZone, SDB, WOSB, VOSB, SDVOSB (plus any "other small" businesses that do not fall within one of these specified subgroups). Again note that ANCs and Indian tribes will be included in the SDB and total small amounts.
- All small business dollars count once in the Small Business category and can count multiple times in the subcategories. For example, a \$500,000 subcontract with a small, veteran, woman-owned business would count in all three categories.

a. The Total Contract Value for this contract has been established as **\$2,500,000,000 (\$2.5 billion)** for planning purposes.

i. [Company Name] plans to self-perform \$_____ of the work under the contract, or ___% of the

Total Contract Value.

- ii. *[Company Name]* plans to subcontract \$_____ of the work under the contract, to both large and small businesses, or ____% of the Total Contract Value.
- b. Of the total dollars planned to be subcontracted, *[Company Name]* plans to subcontract to small businesses \$_____ of the work under the contract, or ____% of the total planned subcontracting dollars. The remainder of \$_____ will go to large businesses, or ____% of total planned subcontracting dollars.
- i. For small disadvantaged businesses, *[Company Name]* plans to subcontract \$_____ of the work under the contract, or ____% of the total planned subcontracting dollars.
 - ii. For HUBZone small businesses, *[Company Name]* plans to subcontract \$_____ of the work under the contract, or ____% of the total planned subcontracting dollars.
 - iii. For woman-owned small businesses, *[Company Name]* plans to subcontract \$_____ of the work under the contract, or ____% of the total planned subcontracting dollars.
 - iv. For veteran-owned small businesses, *[Company Name]* plans to subcontract \$_____ of the work under the contract, or ____% of the total planned subcontracting dollars.
 - v. For service-disabled veteran-owned small businesses, *[Company Name]* plans to subcontract \$_____ of the work under the contract, or ____% of the total planned subcontracting dollars.
- c. Summary of Stated Goals

- The values in *blue italics* are provided for examples only. Please replace with your actual planned self-performance and subcontracting values.

Table 2 – Small Business Subcontracting Goals by Dollars

CATEGORY	Dollars (as part of Total Contract Value)	Planned Subcontracting Dollars	Percentage of Planned Subcontracting Dollars	Percentage of Total Contract Value*
Total Contract Value	\$2.50 Billion			100.00%
Total Planned Self- Performance	<i>\$750 Million</i>			<i>30.00%</i>
Total Planned Subcontracting	<i>\$1.75 Billion</i>	<i>\$1,750,000,000.00</i>	100.00%	<i>70.00%</i>
Planned Subcontracting by Business Size				
Planned Large Business Subcontracting		<i>\$750,000,000.00</i>	<i>42.86%</i>	<i>30.00%</i>
Planned Small Business Subcontracting		<i>\$1,000,000,000.00</i>	<i>57.14%</i>	<i>40.00%</i>
Planned Subcontracting by Socioeconomic Category				
Small Disadvantaged Business (including 8(a), ANCs and Indian tribes)		<i>\$250,000,000.00</i>	<i>14.29%</i>	<i>10.00%</i>
HUBZone Small Business		<i>\$112,500,000.00</i>	<i>6.43%</i>	<i>4.50%</i>
Woman-Owned Small Business		<i>\$175,000,000.00</i>	<i>10.00%</i>	<i>7.00%</i>
Veteran-Owned Small Business (including SDVOSB)		<i>\$150,000,000.00</i>	<i>8.57%</i>	<i>6.00%</i>
Service-Disabled Veteran-		<i>\$100,000,000.00</i>	<i>5.71%</i>	<i>4.00%</i>

Owned Small Business				
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*For determining percentages, total contract value does not include any third-party financing costs.

3. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED (FAR 19.704(a)(3) and clause 52.219-9(d)(3))

- You must provide a description of the principal types of supplies and/or services that you are planning to subcontract.
- You must also identify the types of supplies and/or services that will be subcontracted to large and small businesses, as well as to each of the small business socioeconomic categories.
- You must ensure there is something identified for every category. Do not just list the same things for each category. You should be examining each category independently.
- If assistance is needed to locate small business sources, contact your local Small Business Administration Commercial Market Representative via www.sba.gov/localresources.
- Additional sheets may be added as required.

a. The principal types of supplies and/or services that *[CompanyName]* plans to subcontract are described below:

i. Development Phase:

ii. Implementation Phase:

iii. Performance Phase:

b. The principal types of supplies and/or services described above are listed below with the planned distribution to large, SB, SDB, HUBZone, WOSB, VOSB, and SDVOSB concerns:

Table 3 – Principal Supplies and/or Services to Be Subcontracted

Type Supply and/or Service	LARGE	SMALL	SDB	HUBZone	WOSB	VOSB	SDVOSB

4. DEVELOPMENT OF STATED SUBCONTRACTING GOALS (FAR 19.704(a)(4) and clause 52.219-9(d)(4))

- Per FAR 19.704(a)(4), you must provide a “description of the method used to develop the subcontracting goals” stated above in Sections 1 and 2. You must address how you actually arrived at the dollar/percentage goals that you are proposing. Are your goals based on:
 - Historical data, previous spend history;
 - Projected forecast based upon current year’s data; AND/OR
 - Projected goals based on experience, business forecasts, & commitment to improvement, etc.?

[Company Name] used the following method(s) to develop the subcontracting goals:

5. IDENTIFICATION OF POTENTIAL SOURCES (FAR 19.704(a)(5) and clause 52.219-9(d)(5))

- As identified in FAR 52.219-9(d)(5), this section is to describe specific resources you are using to find small businesses, such as:
 - Existing company source lists
 - System for Award Management (SAM)
 - SBA Dynamic Small Business Search (DSBS, <http://dsbs.sba.gov>)
 - VetBiz.gov and other veterans service organizations
 - Women’s Business Enterprise National Council (www.wbenc.org)
 - National Minority Business Council (www.nmbc.org)

[Company Name] used the following methods to identify potential sources for solicitation purposes:

6. INCLUSION OF INDIRECT COSTS / METHOD USED TO DETERMINE PROPORTIONATE SHARE (FAR 19.704(a)(6) and clause 52.219-9(d)(6))

- **NOTE:** Indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e., contract or grant) but are generally recognized as ordinary and necessary for the general operation of the Contractor's organization and the conduct of activities it performs. Types of indirect costs include overhead (e.g., facility/utility & supplies cost), general and administrative (G&A), and fringe benefits (e.g., services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc.).
- Please check either that you "have" or "have not" included indirect costs in the subcontracting goals stated in sections 1 and 2 above.
- If "have" is checked, explain the method used in determining the proportionate share of indirect costs to be allocated as subcontracts to SB, SDB, HUBZone SB, WOSB, VOSB, and SDVOSB concerns, and the supplies and/or services planned.
- Effective 11/1/2016, the FAR at 52.219-9(1)(2) was revised to require plan holders to include indirect costs when filing their annual spending report (Summary Subcontract Report) at eSRS.gov.
- Individual Plans: Individual plan holders who did not include indirect costs in their plans will be required to include indirect costs on a prorated basis.
- **IMPORTANT:** *Be aware that choosing not to include indirect costs in your subcontracting plan will create difficulties for your filing of and our review of your actual annual achievements.*

Indirect costs have have not been included in the subcontracting goals specified above.

If indirect costs have been included:

[Company Name] used the following method(s) to determine the proportionate share of indirect costs to be incurred with SB, SDB, HUBZone, WOSB, VOSB, and SDVOSB concerns:

7. SUBCONTRACTING PROGRAM ADMINISTRATOR AND DUTIES (FAR 19.704(a)(7) and clause 52.219-9(d)(7))

- Per FAR 19.704(a)(7), the person named in this section must be "an individual employed by the offeror".
- The person you list here will be the individual contacted by us for all subcontracting plan and eSRS issues, including instructions, reminders, delinquency notices, etc. Please include all applicable contact information as indicated below.
- This individual should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices.
- Be sure to be specific and comprehensive when listing duties.

IMPORTANT: If the Contractor decides to change the person in this position, the Contracting Officer and the Small Business Program Manager (SBPM) must be notified.

The following individual will administer the subcontracting program for *[Company Name]*:

NAME: _____
TITLE: _____
ADDRESS: _____
CITY / STATE / ZIP: _____
TELEPHONE NO.: _____
EMAIL: _____

This individual's specific duties, as they relate to the firm's subcontracting plan, are the general overall responsibility

for this company's Small Business Program, the development, preparation and execution of this subcontracting plan, and for monitoring performance relative to contractual subcontracting requirements contained in this plan. These duties include, but are not limited to:

- a. Developing and maintaining bidders lists of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns (hereafter referred to as the small business community) from all possible sources.
- b. Ensuring that procurement packages are structured to permit the small business community to participate to the maximum extent possible. This includes the adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
- c. Assuring inclusion of the small business community in all solicitations for products or services, which they are capable of providing. This includes the counsel and discussion of subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms. Where the Contractor's lists of potential subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time (e.g., periodic rotation of potential subcontractors on bidders lists).
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit the small business community participation. This review should also include the consideration of the time for the preparation of bids, quantities, specifications, and delivery schedules, so as to facilitate the participation by such concerns.
- e. Confirming that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.
- f. Providing notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- g. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by the small business community.
- h. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- i. Develop and promote company/division policy statements that demonstrate the company's /division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
- j. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- k. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- l. Counseling, directly or indirectly, SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
- m. Monitoring attainment of proposed goals.
- n. Developing and maintaining an incentive program for buyers that support the subcontracting program.
- o. Preparing and submitting required periodic subcontracting reports.
- p. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- q. Coordinating the conduct of contractor's activities involving its small business subcontracting program.

r. Additions to (or deletions from) the duties specified above are as follows:

8. EQUITABLE OPPORTUNITY TO COMPETE FOR SUBCONTRACTS (FAR 19.704(a)(8) and clause 52.219-9(d)(8))

- In this section, outline your company's internal and external proactive efforts to maximize subcontracting opportunities for SB concerns. This goes a long way towards showing that your company is making a "good faith effort". Some examples include:
 - Contacts w/ SB, minority, WO, etc. trade associations (list specific names)
 - Contacts w/ business development organizations (list specific names)
 - SB conferences, trade shows, workshops, seminars, training programs, etc. that you will attend or sponsor (specifically list which ones)

[Company Name] will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts will include one or more of the following activities:

a. Outreach efforts will be made by identifying:

- Contacts with minority and small business trade associations.
- Contacts with business development organizations.
- Attendance at small and minority business procurement conference and trade fairs.

b. Sources will be requested from the System for Award Management (SAM) website available at <https://www.sam.gov/> on the Internet. Automated database sources to be used, other than SAM, will be as follows.

c. Internal efforts to guide and encourage buyers/purchasing personnel will include:

- (i) Workshops, seminars and training programs will be conducted.
- (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (iii) Arrange interviews with the small business community.

d. The Contractor's small business database, source lists, guides, and other data will be maintained, and utilized by buyers in soliciting subcontracts (e.g., rotation of firms in the data base, keeping data base current and useful, etc.) by:

e. Additions to (or deletions from) the above listed efforts are as follows:

9. FLOWDOWN OF SUBCONTRACTING REQUIREMENTS (FAR 19.704(a)(9) and clause 52.219-9(d)(9))

[Company Name] agrees to include the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns" in all subcontracts which offer further subcontracting opportunities. All subcontractors, except SB concerns, who receive subcontracts in excess of \$700,000 (\$1,500,000 for Construction) will be required to adopt a subcontracting plan that complies with the requirements of the FAR clause 52.219-9, Small Business Subcontracting Plan. Such plans will be reviewed to confirm that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review applicable records for subcontracting program progress.

10. COOPERATION AND REPORTING ASSURANCES (FAR 19.704(a)(10) and clause 52.219-9(d)(10))

[Company Name] agrees to:

- a. Cooperate in any studies or surveys as may be required;
- b. Submit periodic reports as may be required by the Government in order to determine the extent of compliance by the Contractor with the subcontracting plan;
- c. After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;
- d. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS;
- e. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- f. Provide its prime contract number and its unique entity identifier (e.g., DUNS number, etc.), and the e-mail address of the Contractor's official responsible for acknowledging receipt of or rejecting the reports, to all first tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- g. Require that each subcontractor with a subcontracting plan provide the prime contract number and its own unique entity identifier (e.g., DUNS number, etc.), and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the reports, to its subcontractors with subcontracting plans.
- h. Ensure that the identified Contracting Officer and SBPM assigned to the contract are included on the eSRS email notification distribution upon submission of each report.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

Calendar Period	Report Type	Date Due	Submit Reports to eSRS with email address for:
October 1 st through March 31 st	ISR	04/30	Contracting Officer / SBPM
April 1 st through September 30 th	ISR	10/30	Contracting Officer / SBPM
October 1 st through September 30 th	SSR	10/30	Contracting Officer / SBPM

11. RECORDS THAT WILL BE MAINTAINED (FAR 19.704(a)(11) and clause 52.219-9(d)(11))

- You may certainly add to the specific list that follows, but you may not remove anything from the FAR specified list of required types of records.

[Company Name] will maintain records concerning procedures that have been adopted to comply with the requirements and goals in this subcontracting plan. The records shall include at least the following:

- a. Source lists (e.g., SAM), guides, and other data that identify SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.
- b. Organizations contacted in an attempt to locate sources that are SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$150,000, and indicating for each solicitation:
 - (i) Whether SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns were solicited, and if not, why not;
 - (ii) If applicable, the reason why the award was not made to a small business concern; and
 - (iii) If applicable, written designations from ANCs or Indian Tribes, in accordance with FAR 19.703.
- d. Records of any outreach efforts to contact:
 - (i) Trade associations;
 - (ii) Business development organizations;
 - (iii) Conferences and trade fairs to locate SB, HUBZone, SDB, SDVOSB, and WOSB sources; and
 - (iv) Veterans service organizations.
- e. Records of internal guidance and encouragement provided to buyers through:
 - (i) Workshops, seminars, training, etc.; and
 - (ii) Monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor.
- g. Other records to support your compliance with the subcontracting plan:

12. UTILIZATION OF IDENTIFIED SMALL BUSINESS CONCERNS (FAR 19.704(a)(12) and clause 52.219-9(d)(12)) AND DESCRIPTION OF GOOD FAITH EFFORT

- Per FAR 19.704(a)(12), the Offeror must provide assurances that it “will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.”
- Responding to a request for a quote does not constitute use in preparing a bid or proposal.
- An Offeror used a small business concern in preparing the bid or proposal if—
 - (i) The offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the contract; or
 - (ii) The offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the offeror is awarded the contract;

[Company Name] agrees to make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that the Contractor used in preparing the proposal, in the same or greater scope, amount, and quality used in preparing and submitting the proposal.

13. ASSURANCE OF WRITTEN EXPLANATION UPON CONTRACT COMPLETION (FAR 19.704(a)(13) and clause 52.219-9(d)(13))

- Per FAR 19.704(a)(13), the Contractor must provide assurances that it “will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in” Section 12 above.

[Company Name] agrees to provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in Section 12 above. This written explanation will be submitted to the Contracting Officer within 30 days of contract completion.

14. SUBCONTRACTOR COMMUNICATION WITH CONTRACTING OFFICER (FAR 19.704(a)(14) and clause 52.219-9(d)(14))

- Per FAR 19.704(a)(13), the Contractor must provide assurances that it “will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.”

[Company Name] agrees to not prohibit any subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to, or utilization of, a subcontractor.

15. PAYMENT ASSURANCE OF SMALL BUSINESS SUBCONTRACTORS (FAR 19.704(a)(15) and clause 52.219-9(d)(15))

[Company Name] agrees to pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (Reference FAR clause 52.242-5).

All of the above requirements, Sections 1 through 14 will be negotiated with the DOE Contracting Officer prior to approval. The Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

By signing the plan, you are agreeing to the text of these sections.

The text in the plan template was taken directly from FAR 52.219-9(d) so that the template would be in compliance with the FAR required components of an acceptable subcontracting plan. You may add to this language; however, you shall not paraphrase or deviate from it such that it changes the intent of the FAR.

PLAN SUBMITTED BY:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

REVIEWED BY SMALL BUSINESS PROGRAM MANAGER:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

REVIEWED BY SBA PROCUREMENT CENTER REPRESENTATIVE:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

ACCEPTED BY DOE CONTRACTING OFFICER:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

The Small Business Subcontracting Plan must be signed and dated by a company official to be valid. The Offeror/Contractor shall provide a signed copy of the plan to the DOE Contracting Officer at the Golden Field Office. We do not need an original copy. A scanned copy sent via e-mail is sufficient.

Feel free to attach any documentation that you feel will support your plan and show your company's "good faith effort" in complying with plan requirements.

The following are checks to perform on your proposed plan to verify that it is ready for submission:

- 1) Date Submitted: If you made revisions to your plan, did you add the revised date to the plan?
- 2) Planned Subcontracting Dollars: Do your total subcontracting dollars include spend with both large (other than small businesses) and small businesses?
- 3) Goals: Did you include goals for each category (no zero goals permitted)? Did you divide your category dollars by the total subcontracting dollars to correctly arrive at the percentage?
- 4) Supplies and/or Services: Did you propose something for each category? Did you examine each category independently?
- 5) Goal Development: Did you properly answer the question providing the method you used to arrive at your actual goals?
- 6) Identifying Potential Sources: Did you list specific resources that you are using?
- 7) Indirect Costs: If you selected “have” and are filing an individual plan, did you answer the second question?
- 8) Program Administrator: Were you specific and comprehensive in listing the administrator’s duties?
- 9) Equitable Opportunity: Did you list any of your company’s proactive efforts to demonstrate a “good faith effort”?
- 10) Signature: Did you provide a signed copy of the plan? A scanned copy is sufficient.

[END OF ATTACHMENT J-16]

ATTACHMENT J-17 References and Web Links

J-17.1 Documents, Templates, Samples, and other Resources for ESPC Projects

Commissioning Guidance for ESPCs – Link to an Adobe PDF document that provides a description of how commissioning in energy savings performance contract (ESPC) projects can achieve the objective of meeting or exceeding facility performance requirements by optimizing the operation and efficiency of building systems and equipment.

<https://energy.gov/eere/femp/downloads/commissioning-guidance-espcs>

ESCO Selector – includes a Notice of Opportunity (NOO) template and other tools for selecting an ESCO.

<http://hyperion.ornl.gov/noo/>

Guidance on Utility Rate Estimations and Weather Normalization in an ESPC – Link to an Adobe PDF document that explains how to use estimated energy rates and normalized weather data in determining an energy service company's (ESCO's) payments under a Federal energy savings performance contract (ESPC).

<https://energy.gov/eere/femp/downloads/guidance-utility-rate-estimations-and-weather-normalization-espc>

Guide to Government Witnessing and Review of M&V Activities – Link to an Adobe PDF document that provides guidance pertaining to government witnessing of measurement and verification (M&V) activities in Federal energy savings performance contract (ESPC) projects.

<https://energy.gov/eere/femp/downloads/guide-government-witnessing-and-review-measurement-and-verification-activities>

O&M Savings in Federal ESPCs – Link to an Adobe PDF document that describes guidance on operations and maintenance savings determination and verification within the energy savings performance contracts.

<https://energy.gov/eere/femp/downloads/how-determine-and-verify-operating-and-maintenance-savings-federal-energy>

M&V Guidelines: Measurement and Verification for Performance-Based Contracts (Version 4.0) – Link to an Adobe PDF document that outlines the Federal Energy Management Program's standard procedures and guidelines for measurement and verification (M&V) for federal energy managers, procurement officials, and energy service providers.

<https://energy.gov/eere/femp/downloads/mv-guidelines-measurement-and-verification-performance-based-contracts-version>

Project Facilitators for ESPCs – includes information and guidance about obtaining a DOE-approved Project Facilitator for an ESPC project.

<https://energy.gov/eere/femp/project-facilitators-federal-energy-savings-performance-contracts>

Resources for Implementing Federal ESPCs – includes numerous templates, guides and other resources for each phase of an ESPC project.

<https://energy.gov/eere/femp/resources-implementing-federal-energy-savings-performance-contracts>

Reviewing Post-Installation and Annual Reports for Federal ESPC Projects – Link to an MS Word document that provides a framework for implementing uniform and consistent reviews of post-installation and annual reports for federal ESPC projects.

<https://energy.gov/eere/femp/downloads/reviewing-post-installation-and-annual-reports-federal-espc-projects>

J-17.2 Online Systems for ESPC Projects

DOE EERE Project Management Center (PMC):

<https://www.eere-pmc.energy.gov/ESCOWelcome.aspx>

eProject Builder:

<http://eprojectbuilder.lbl.gov>

J-17.3 Additional References

FEMP Headquarters Office Contacts:

<https://energy.gov/eere/femp/federal-energy-management-program-contacts>

FEMP Golden Field Office Contacts:

<https://energy.gov/eere/femp/federal-energy-management-program-golden-field-office-contacts>

Federal Acquisition Regulations (FAR):

<http://farsite.hill.af.mil/vffara.htm>

<https://www.acquisition.gov/?q=browsefar>

DOE Acquisition Regulations (DEAR):

<http://farsite.hill.af.mil/vfdoea.htm>

System for Award Management:

<https://www.sam.gov/portal/SAM/>

Code of Federal Regulations:

<http://www.ecfr.gov/cgi-bin/ECFR?page=browse>

Vendor Invoicing Portal & Electronic Reporting System (VIPERS):

<https://vipers.doe.gov/>

GSA Forms Library:

<https://www.gsa.gov/portal/forms/type/SF>

[END OF ATTACHMENT J-17]