

FEMP ESPC Project Development Resource Guide

A Guide to FEMP Resources and Deliverables for DOE-IDIQ
ESPC Project Facilitators and Federal Project Executives

July 2019



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Nomenclature or List of Acronyms

CO	Contracting officer
COTR	Contracting officer's technical representative
DOE	Department of Energy
ePB	e-Project Builder
ESCO	Energy services company
ESPC	Energy savings performance contract
FEMP	Federal Energy Management Program
FPE	Federal Project Executive
GFO	DOE's Golden Field Office
IAA	Interagency agreement
IDIQ	Indefinite-delivery, indefinite-quantity (contract)
IGA	Investment grade audit
KO	Contracting officer
M&V	Measurement and verification
NOITA	Notice of intent to award
NOO	Notice of opportunity
ORNL	Oak Ridge National Laboratory
PA	Preliminary assessment
PF	Project facilitator
RFP	Request for proposal
RRPM	Risk, responsibility, and performance matrix
SME	Subject matter expert
TO	Task order
TO- RFP	Task order – request for proposal

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1 Introduction

This guide charts the Federal Energy Management Program (FEMP) process for providing project development support to agencies developing Energy Savings Performance Contract (ESPC) projects using the U.S. Department of Energy (DOE) indefinite-delivery, indefinite-quantity (IDIQ) ESPC. Within that process, the guide outlines: (1) the resources that Project Facilitators (PFs) and Federal Project Executives (FPEs) are required to use in their lead role in the delivery of project development services, and (2) minimum requirements for project documentation.

Note that the requirements for PFs apply to all PFs working on projects to be awarded under the DOE IDIQ ESPC, i.e., to both PFs provided by FEMP (“DOE PFs”) and agencies (“non-DOE PFs”). One deviation permitted is that for projects facilitated by “non-DOE PFs”, the non-DOE PF may follow an alternate project development process that the agency deems is at least equivalent to all steps, resources required for use, and deliverables required under the standardized process documented here.

2 Applicability

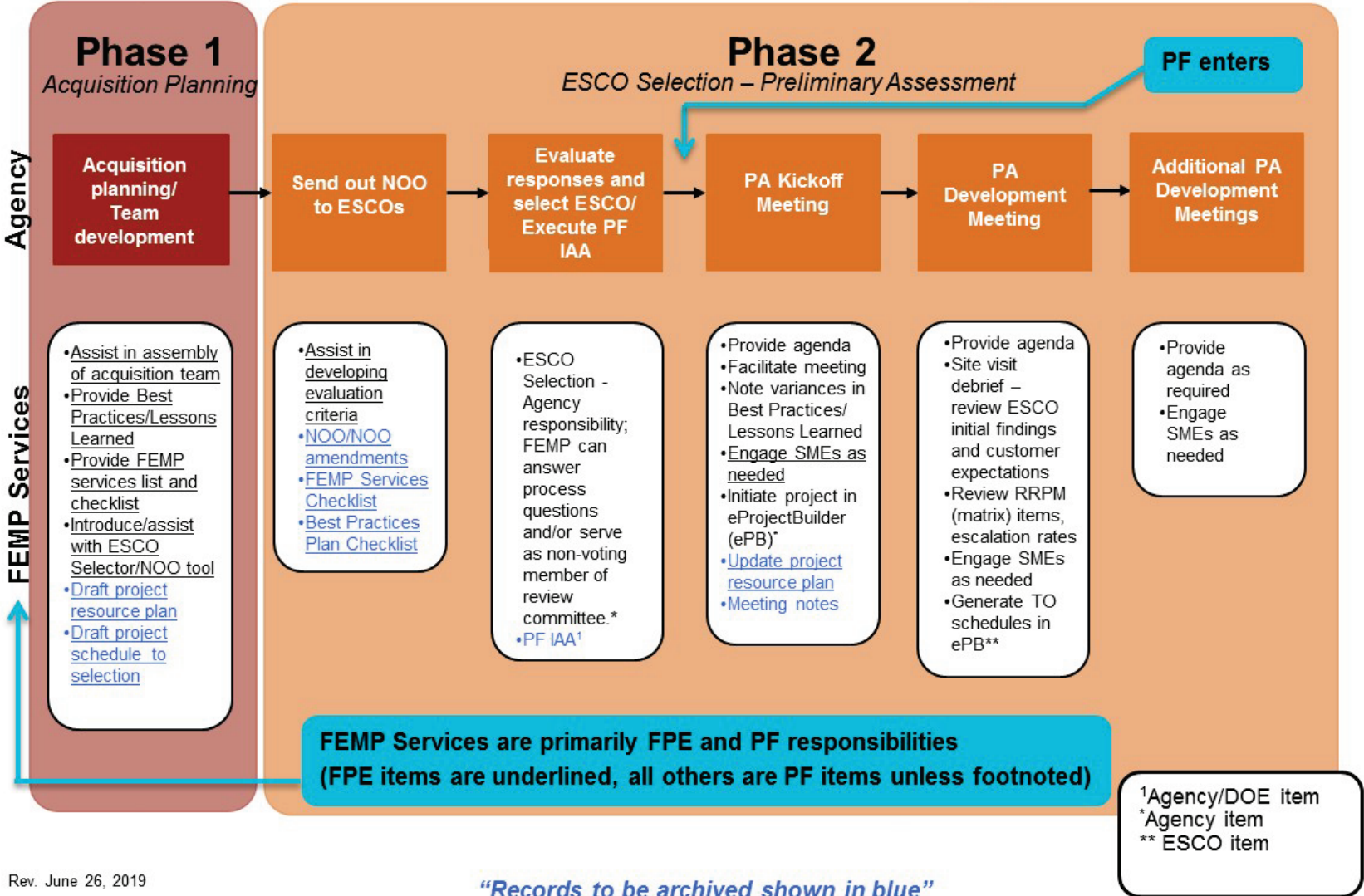
This guide and the numerous project development resources it references could be applied and/or adapted to ESPC projects pursued outside the federal government (by states, municipalities, and others). While developed specifically for the federal government, the standardized development process and tools described here could jump-start any adopter with a time-tested and consistent process for developing ESPC projects.

3 FEMP Assistance During the ESPC Development Process

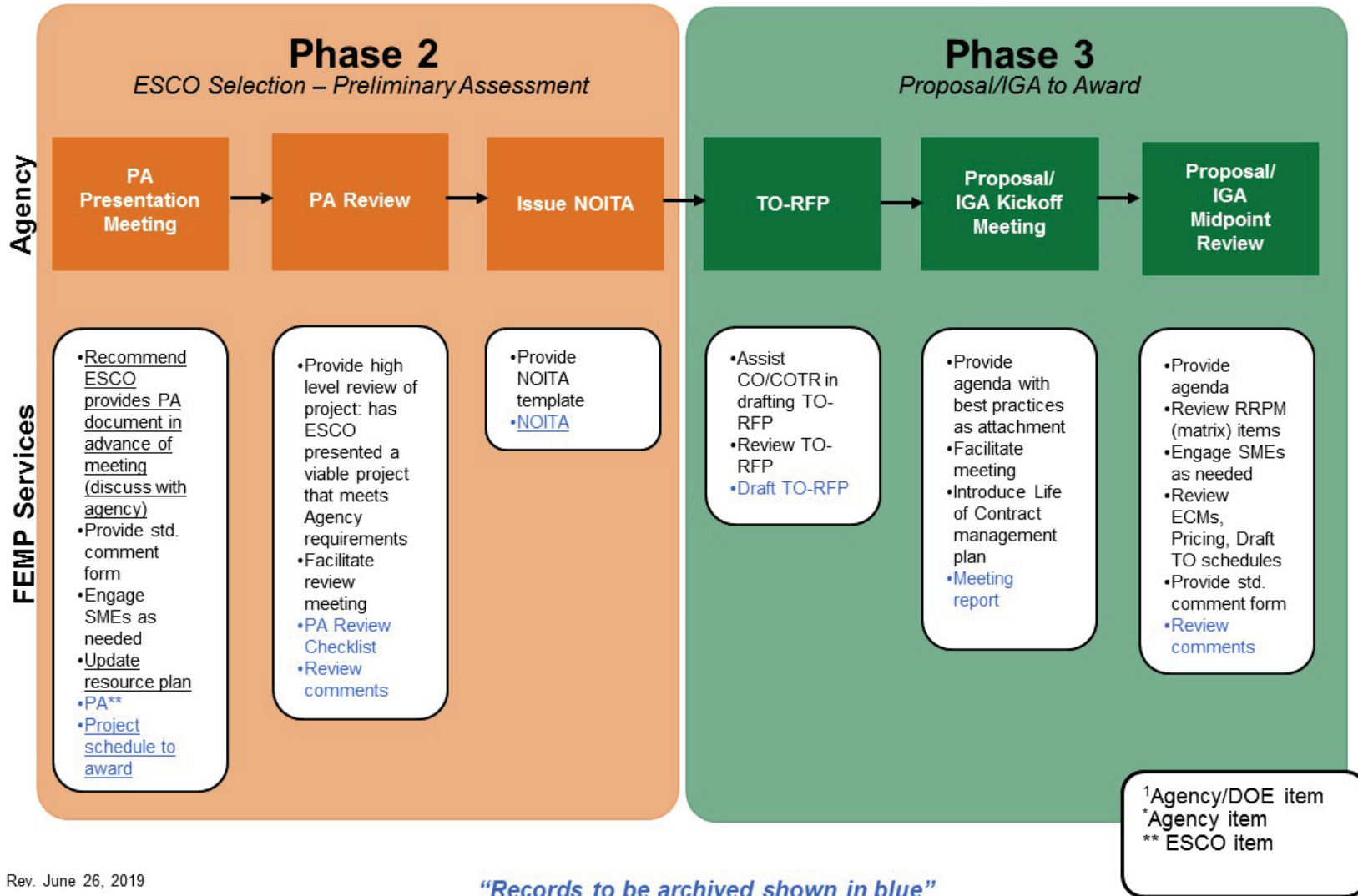
The following process chart identifies the primary activities in the FEMP ESPC project development process and the services provided by PFs, FPEs, and FEMP Subject Matter Experts (SMEs) throughout ESPC project development.

The documents to be archived as ESPC project documentation are also shown in the charts, and are identified alongside additional detail in Section 4.

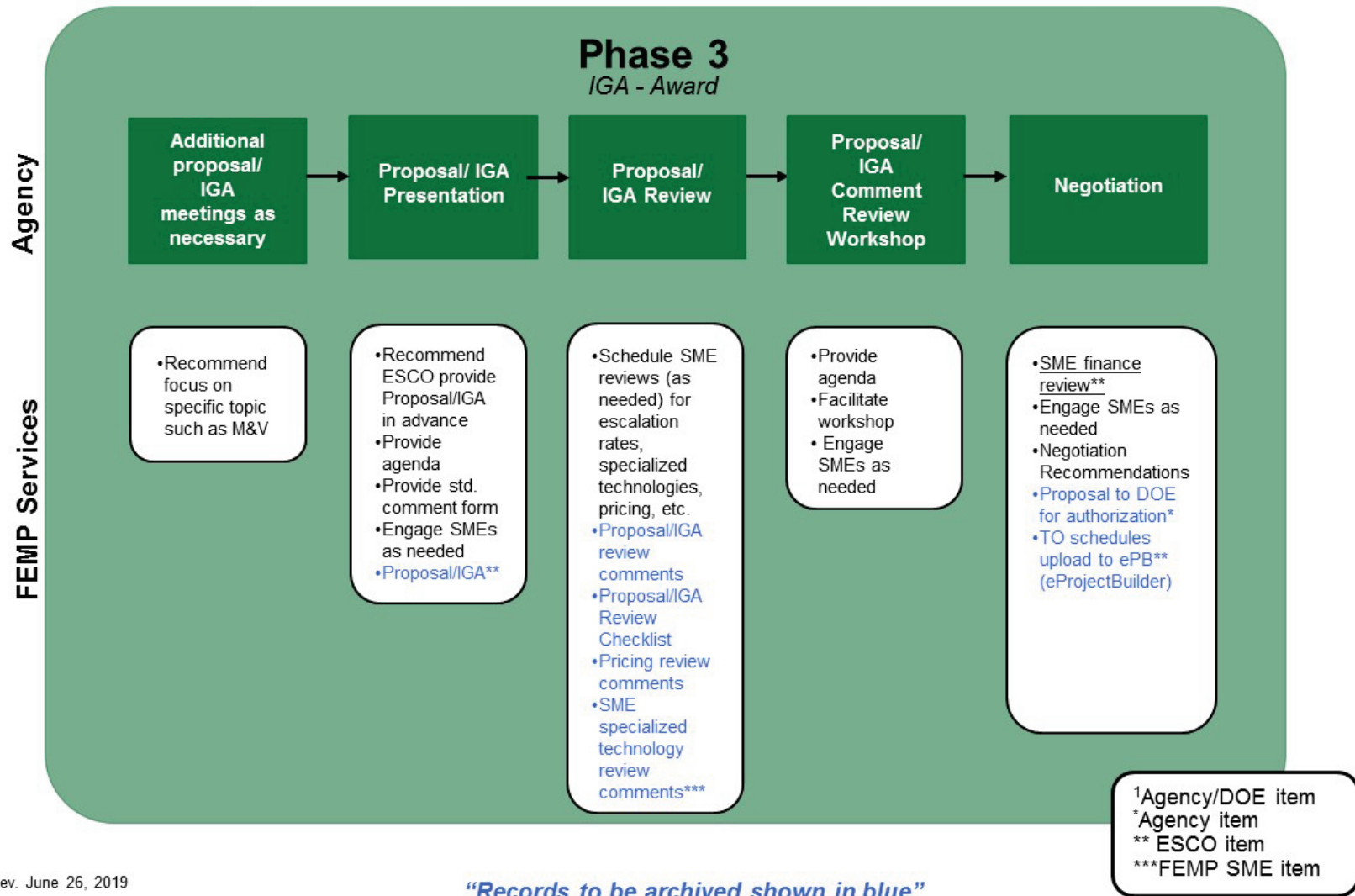
FEMP Assistance During ESPC Development Process: Tasks & Deliverables by Phase



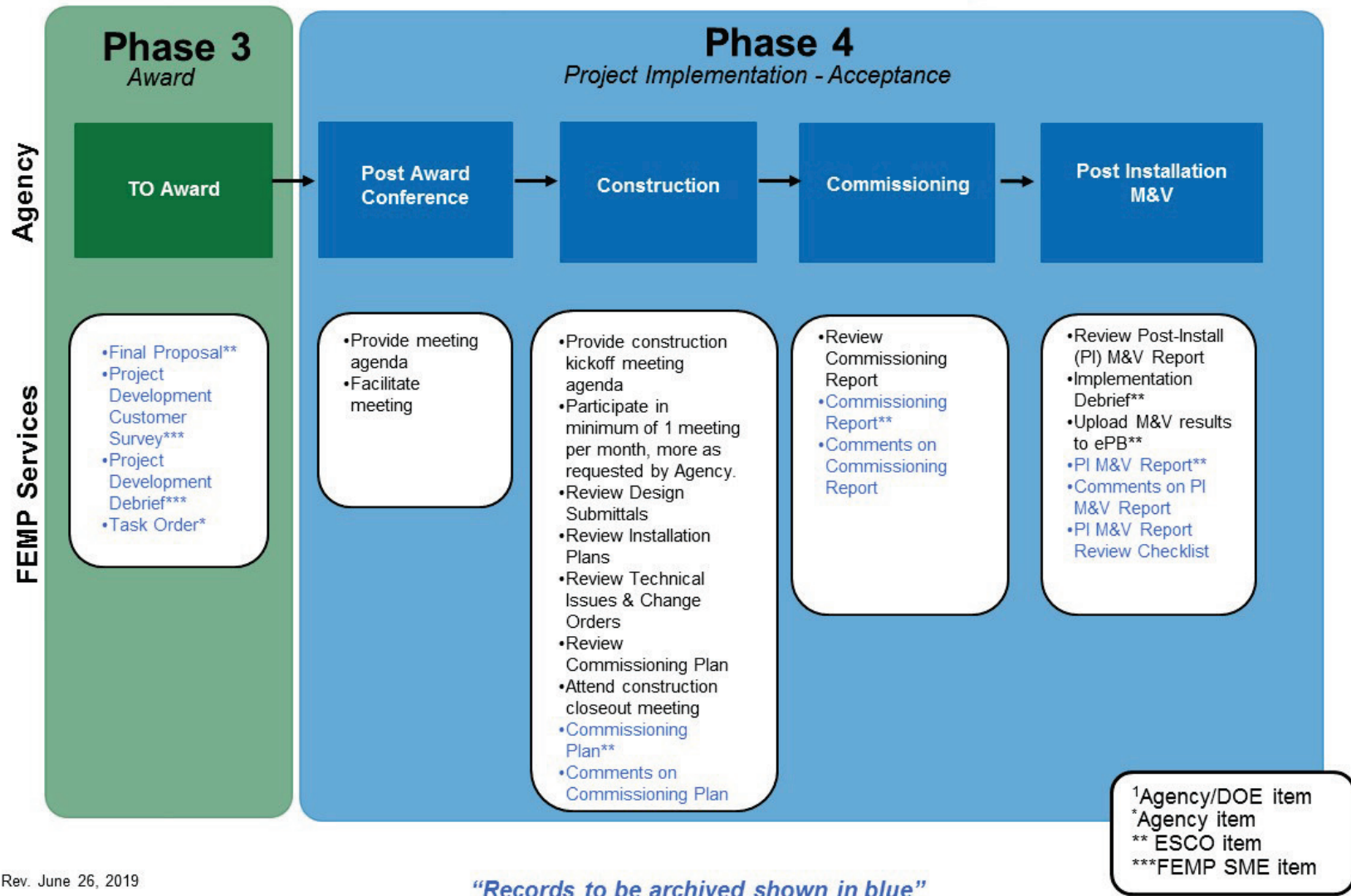
FEMP Assistance During ESPC Development Process: Tasks & Deliverables by Phase (cont.)



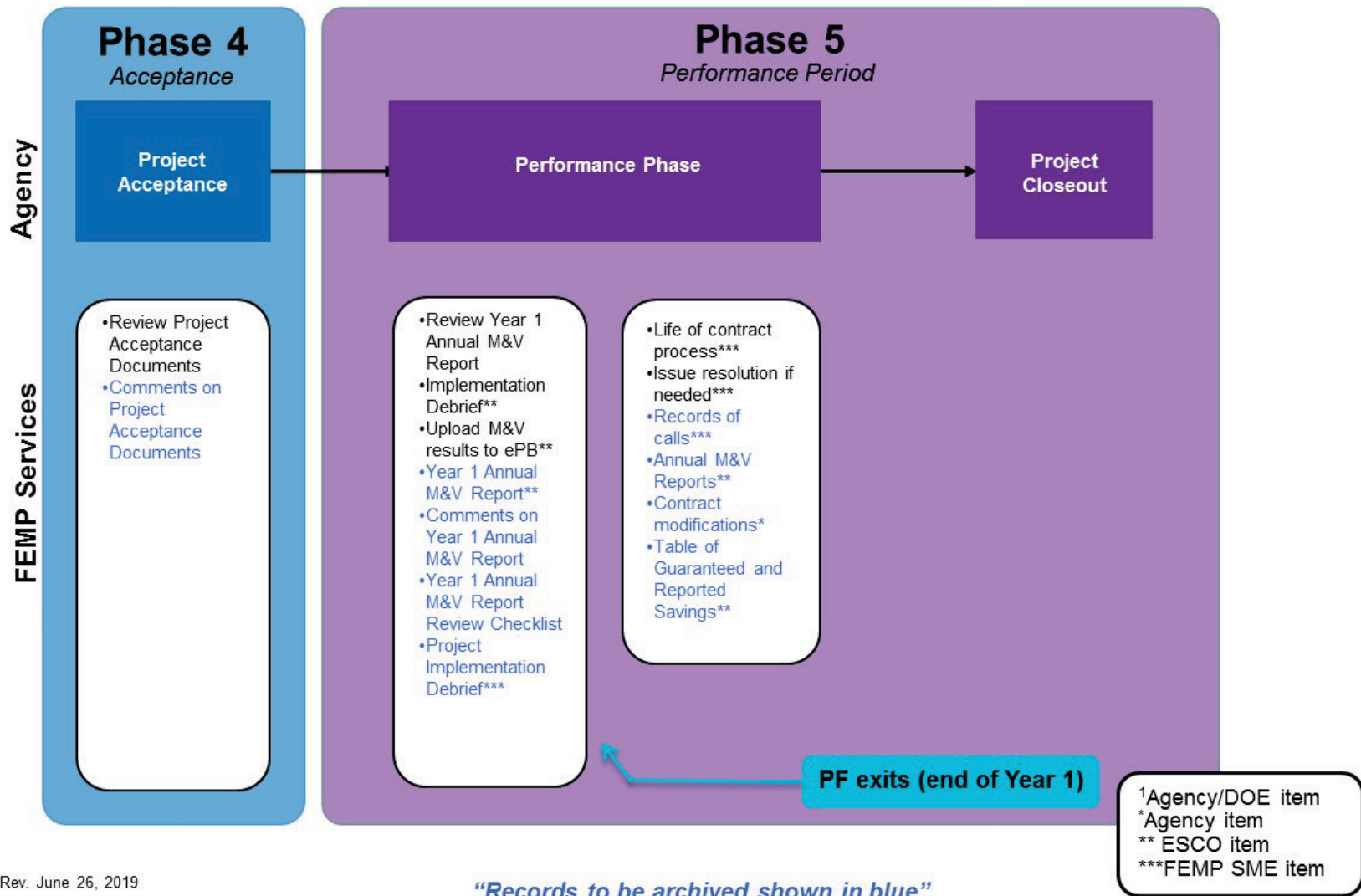
FEMP Assistance During ESPC Development Process: Tasks & Deliverables by Phase (cont.)



FEMP Assistance During ESPC Development Process: Tasks & Deliverables by Phase (cont.)



FEMP Assistance During ESPC Development Process: Tasks & Deliverables by Phase (cont.)



4 FEMP ESPC Project Development Resource Documents and Required Records

Table 1 lists the FEMP resource documents, tools, templates, and records by project phase that FEMP requires for PF and FPE use in supporting DOE-IDIQ ESPC projects. The PF and FPE are also required to submit some of these documents as deliverables (the items highlighted in yellow). The table shows which documents are deliverables, the parties responsible for their delivery, and where each is to be delivered. To familiarize and educate users on the intent of these resources, the table also briefly describes the purpose of each resource and deliverable. PFs and FPEs should note that many of these resources represent minimum requirements (for example, agendas identify the topics PFs and FPEs are *required* to address at meetings; the topics should be supplemented as needed).

Note that the requirements for PFs apply to all PFs working on projects to be awarded under the DOE IDIQ ESPC, i.e., to both PFs provided by FEMP (“DOE PFs”) and agencies (“non-DOE PFs”). One deviation permitted is that for projects facilitated by “non-DOE PFs”, the non-DOE PF may follow an alternate project development process that the agency deems is at least equivalent to all steps, resources required for use, and deliverables required under the standardized process documented here. In addition, because the PF is contracted directly to the agency for a project facilitated by a “non-DOE PF”, the PF deliverables (or equivalents) in Table 1 are delivered to a point of contact identified in the agency PF contract.

Note that the requirement to complete and archive record copies is new for some of the documents in Table 1.

The resource documents, which are provided in hard copy in the appendix, are available in electronic format under “Resources” at this FEMP ESPC website -- <http://energy.gov/eere/femp/energy-savings-performance-contracts>. Should updates occur to any of the “hard-copy” resources in the appendix, the updated web-based versions take precedence.

Table 1. ESPC Project Development Resources Required for PF and FPE Use and Associated Deliverables¹ (deliverables are highlighted in yellow)

Item: Tool/Template/Document/ Record	Party responsible for using/ delivering	Party to receive item/ deliverable	Purpose of document
Phase 1: Acquisition Planning			
*Agenda: Initial Agency Briefing	FPE	Agency	Standardized agenda for FPE’s initial briefing to agency
*FEMP Best Practices and Lessons Learned for Federal Agency ESPC Projects	FPE	Agency	Agency best practice recommendations and lessons learned for all project steps
*FEMP Services List	FPE	Agency	List FPEs use to inform agency of available FEMP project support services

Table 1. ESPC Project Development Resources Required for PF and FPE Use and Associated Deliverables1 (deliverables are highlighted in yellow) (continued)			
Item: Tool/Template/Document/ Record	Party responsible for using/ delivering	Party to receive item/ deliverable	Purpose of document
ESCO Selector/NOO Tool	FPE	Agency	Web-based tool agency uses to prepare NOO & select ESCO
*Project Resource Plan	FPE	ORNL	Outlines FPE role in project resourcing; identifies FEMP resource pool
*Draft Project Schedule	FPE	ORNL	Project schedule to project award.
Phase 2: ESCO Selection to PA			
NOO/NOO Amendments	FPE	ORNL	Project documentation
*FEMP Services Checklist	FPE	ORNL/GFO	Template/checklist for identifying FEMP services to be provided (services agreement to be formalized through Interagency Agreement).
*FEMP ESPC Best Practices: Agency Plan/Variations Checklist	FPE	ORNL	Checklist prepared by FPE listing agency compliance with or variances from FEMP best practices
IAA: Interagency Agreement for DOE Project Facilitator Support	GFO	GFO	Agency agreement with DOE for PF support
*PA: KO Meeting Agenda	PF		Standard agenda for PA kickoff meeting
PA: KO Meeting Notes	PF	GFO	Meeting notes
*Agenda: PA Development Meeting/Teleconferences	PF		Standard agenda for PA development meeting/teleconferences
PA: Preliminary Assessment	ESCO	GFO	Record copy

Table 1. ESPC Project Development Resources Required for PF and FPE Use and Associated Deliverables¹ (deliverables are highlighted in yellow) (continued)			
Item: Tool/Template/Document/ Record	Party responsible for using/ delivering	Party to receive item/ deliverable	Purpose of document
*ESPC Project Review Comment Template	PF		Template for PF review of PA, IGA, Commissioning Plan, and other ESCO deliverables
PA: Review Comments by PF	PF	GFO**	Documentation of PF review of PA
PA: PA Review Checklist	PF	Archive	Checklist of areas reviewed by PF
*NOITA: Notice of Intent to Award Template	FPE	Agency	Template/example to facilitate agency preparation of NOITA
NOITA: Notice of Intent to Award	FPE	ORNL	Project documentation
Phase 3: Proposal/IGA to Award			
*DOE ESPC TO-RFP Template (first page only)	PF		Template to facilitate PF drafting and agency finalizing of TO-RFP
TO-RFP: Draft by PF	PF	Agency/ GFO**	Agency use in drafting TO-RFP/Project documentation
TO-RFP: Final	FPE	ORNL	Project documentation
*Proposal/IGA Kickoff Meeting Agenda	PF		Standard agenda for Proposal/IGA kickoff meeting
*Proposal/IGA Midpoint Review Meeting Agenda	PF		Standard agenda for Proposal/IGA midpoint review meeting
Proposal/IGA Midpoint Review Comments by PF	PF	GFO**	Project documentation
Proposal/IGA (Investment Grade Audit)	ESCO	GFO	Record copy

Table 1. ESPC Project Development Resources Required for PF and FPE Use and Associated Deliverables1 (deliverables are highlighted in yellow) (continued)			
Item: Tool/Template/Document/ Record	Party responsible for using/ delivering	Party to receive item/ deliverable	Purpose of document
* Proposal/IGA Review Checklist	PF	GFO**	Checklist for PF use in reviewing Proposal/IGA
Proposal/IGA: Review Comments by PF & SMEs (Proposal/IGA, pricing, special technologies, etc.)	PF/SME	GFO** (PF) ORNL (SME)	Project documentation
*ESPC Project Finance Review	SME – ORNL	ORNL	Form for use in documenting review of project financing
*Proposal/IGA: Review Workshop Agenda	PF		Standard agenda for Proposal/IGA review workshop
TO (Final Proposal & Amendments)	Agency	GFO	Record copy
Project Development: Customer Survey	SME	ORNL	Survey to administer to agency to gather feedback on agency's view of ESPC project development
Project Development: Debrief Agenda	SME		Standard agenda for FPE/PF debriefs regarding project development
Project Development: Debrief Notes	SME	ORNL	Project documentation
Phase 4: Project Implementation to Acceptance			
*Construction: Kickoff Meeting Agenda	PF		Standard agenda for construction kickoff meeting
Construction Submittals	ESCO	Agency	Record copy
Commissioning Plan	ESCO	GFO	Record copy

Table 1. ESPC Project Development Resources Required for PF and FPE Use and Associated Deliverables¹ (deliverables are highlighted in yellow) (continued)			
Item: Tool/Template/Document/ Record	Party responsible for using/ delivering	Party to receive item/ deliverable	Purpose of document
Commissioning Plan: Review Comments by PF	PF	GFO**	Project documentation of PF review of commissioning plan
Commissioning Report	ESCO	GFO	Record copy
Commissioning Report: Review Comments by PF	PF	GFO**	Project documentation of PF review of commissioning report
Implementation: Customer Survey	SME	ORNL	Survey to administer to gather agency feedback on project implementation
Implementation: Project Debrief Agenda	SME		Standard agenda for FPE/PF debriefs regarding project implementation
Implementation: Project Debrief Notes	SME	ORNL	Project documentation
Post Installation (PI) M&V Report	ESCO	GFO	Record copy
PI M&V Report: Review Comments by PF	PF	GFO**	Project documentation of PF review of post-installation M&V report
PI M&V Report: PF Review Checklist	PF	Archive	Checklist of areas reviewed by PF
PF comments on project acceptance documents	PF	GFO**	Final project comments by PF before acceptance (typically reported in PF monthly activities summary).
Phase 5: Performance Period			
Annual M&V Report (Year 1)	ESCO	GFO	Record copy
Annual M&V Report (Year 1): Review Comments by PF	PF	GFO**	Project documentation of PF review of first annual M&V report

Table 1. ESPC Project Development Resources Required for PF and FPE Use and Associated Deliverables¹ (deliverables are highlighted in yellow) (continued)			
Item: Tool/Template/Document/ Record	Party responsible for using/ delivering	Party to receive item/ deliverable	Purpose of document
Annual M&V Report (Year 1): PF Review Checklist	PF	Archive	Checklist of areas reviewed by PF

Rev. June 26, 2019

*Denotes a tool, template, or document provided in hard copy in the appendix of this guide.

**In the case of a “non-DOE PF” facilitated project, the PF will provide the deliverable or equivalent deliverable to a point of contact identified by the agency that contracted the PF (instead of to the DOE GFO).

Appendix

Resource Documents, Templates, and
Tools by Project Phase
(reference hard copies)

Phase 1: Acquisition Planning

Agenda: Initial Agency Briefing

- FEMP Mission
- FEMP ESPC Support and Resources
- How ESPCs Work
- Benefits
- Key Features
- Federal Authorities and Goals
- DOE-FEMP IDIQ ESPCs
- The ESPC Process – A Quick Overview
- Other Financing Options – A Quick Review
- Training for ESPCs
- Renewable Energy Screening

FEMP Services List
Statement of Work - Optional Service Offerings for Contractor-Identified Project

Task #	Task Title	Work Scope	Deliverable	Agency Requirements
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Phase Two - Initial Project Development

Replace Std Task# 2-1	DO RFP Development - On Site Consultation	FEMP Services will provide technical consultation resources at the Agency's site to assist in the integration of the site's requirements into the DO RFP template.	Oral Comments	Agency staff will draft DO RFP. Provide copies to FEMP Services staff for review.
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Phase Three - Negotiations and Award

Replace Std Task# 3-4	Final Proposal Review - Direct Support	FEMP Services will provide direct technical resources to review final proposal. Review will include assessment of ESPC-unique data such as markups, performance period expenses, and financing interest rates. FEMP Services will assure that price schedules have been filled out correctly. ESCO specified equipment will be evaluated for its appropriateness and installation expense (labor and material). FEMP Services will coordinate and assemble agency and FEMP Services questions and issues for Agency CO to be presented to ESCO for discussions and negotiations.	Telecon Advice and Written comments and recommendations	Agency will provide FEMP Services staff copies of final proposal with emphasis on selected equipment compatibility with agency performance requirements. Agency shall ensure applicable acquisition team members review final proposal. Agency will generate site questions or issues prior to scheduled telecons with FEMP Services staff. Agency will review questions and issues for ESCO discussions. Agency CO will submit questions and issues to ESCO.
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Phase Four - Implementing the Delivery Order

Insert after Std Task# 4-1	Design & Construction Package Review - Consultation Support	FEMP Services will provide consultation and technical review advice to support Agency review of Design & Construction Packages, submittals, shop and working drawings, manufactures data, planned service interruptions, permit acquisition plan and installation schedules for compliance, feasibility, consistency and reasonableness.	Telecon advice and/or Written Comments/ Recommendations	Agency will review all contractor submittals and generate comments, questions and issues for FEMP Services consultation and advice. Provide copies of Agency comments, questions, issues, and applicable portions of
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				submittals. Coordinate telecons with FEMP Services and Agency acquisition team. Submit Agency recommendations to ESCO for action.
Insert after Std Task# 4-1	Design & Construction Package Review - Direct Support	FEMP Services will provide direct on-site technical resources necessary to inspect and accept the installed ECMs. FEMP Services will assist Agency with development and monitoring of punch list items through completion/acceptance.	Telecon Advice and Design & Construction Package Review Report(s)	Agency will provide FEMP Services a set of Agency design/construction standards. Agency will review the Design & Construction Package Review Report(s) for concurrence. Agency provide copies of ESCO responses to Design & Construction Package review comments. Agency to submit notice to proceed to ESCO..
Insert before Std Task# 4-2	Project Construction Installation Commissioning - Consultation Support	FEMP Services shall provide telecon consultation support to assist Agency in QA verification for compliance w/installation plan(s), including monitor/inspect installation and start-up activities.	Written comments/recommendations	Agency staff will verify that commissioning activities are conducted and are acceptable per contract requirements.
Insert before Std Task# 4-2	Project Construction Installation Commissioning - Consultation Support	FEMP Services shall provide telecon consultation support to assist Agency in QA verification for compliance w/installation plan(s), including monitor/inspect installation and start-up activities.	Written comments/recommendations	Agency staff will verify that commissioning activities are conducted and are acceptable per contract requirements.
Insert before Std Task# 4-2	Project Construction Installation Commissioning - Direct Support	FEMP Services will provide direct technical resources necessary to perform QA verification for compliance with/ installation plans. FEMP Services services may include acting as the commissioning agent and providing commissioning services consistent with the DOE/GSA commissioning guide.	Project Commissioning Report	Agency staff will facilitate access to the site(s) for FEMP Services staff. Agency staff will review the Project Commissioning Report.

Insert before Std Task# 4-2	Compliance with Inspection and Acceptance Plan - Direct Support	FEMP Services will provide direct on-site technical resources necessary to inspect and accept the installed ECMs. FEMP Services will assist Agency with development and monitoring of punch list items through completion/acceptance.	Installation/Acceptance Report; Punch Lists	Agency will provide FEMP Services a set of Agency design/construction standards. Agency will provide inspection scheduling information and site access, and will act on recommendations to direct ESCO to correct any defects found and sign off on all acceptable work
Insert before Std Task# 4-3	Provide or Assist with Data Acquisition	FEMP Services will provide assistance M&V data collection consistent with the M&V plan. Activities may include metering and performance parameters in support of the M&V plan and /or review of M&V activities and services by others.	Data collection logs	Agency will collect data in support of the M&V plan and/or review the data collection activities of the ESCO. Agency will generate comments and/or questions for FEMP Services technical advice.
Insert before Std Task# 4-3	Provide or Assist with Data Reduction & Analysis	FEMP Services will provide assistance with M&V data analysis consistent with the M&V plan. Activities may include calculations, simulations and/or review of M&V activities and services by others.	Summary findings and recommendations report/M&V Performance report	Agency will compile and review data collected in support of the M&V plan and generate any comments and/or question for FEMP Services technical advice. Agency will review all reports generated for concurrence.
Insert after Std Task# 4-3	Assist in Negotiation of Baseline Adjustments	FEMP Services will assist with the development of strategies for making baseline adjustments. Provide technical advice to account for changes in operations, etc affecting baseline(s) over time and assist Agency with negotiations with vendor for baseline adjustment.	Telecon advice and/or Written Comments/ Recommendations	Agency will facilitate negotiations with ESCO during reconciliation of baseline. Agency will review any proposed changes to the baseline and generate comments and/or questions for FEMP Services technical advice.
Insert after Std Task# 4-3	Provide Project 1st year Performance Results presentation to Agency Management and Staff	FEMP Services will coordinate with Agency Acquisition Team & ESCO to provide "Project 1st Year Performance Results" presentation and discuss Agency/ESCO activities to maintain persistence of ESPC project performance beyond year 1.	On-site Presentation with ESCO & Designated Agency Acquisition Team Members. Provide agenda and Agency requested copies of Presentation	Agency will coordinate facility and date with FEMP Services, ESCO and agency staff and notify invited Agency Management and staff to attend presentation.

Travel

<p>Insert after Std Travel 3-3 Label "4-2"</p>	<p>Travel to Site for Std task 4-2</p>	<p>On Site Support for Project Acceptance Discussion of Findings and Recommendations</p>	<p>Agency coordinate agency staff for FEMP Services presentation of Project Acceptance Recommendations .</p> <p>Agency provides at least 2 weeks notice for best airfare.</p>
<p>Insert after Std Travel 3-3 Label "4-2"</p>	<p>Travel to site for Project Results Presentation</p>	<p>On Site Support for "Project 1st Year Performance Results" presentation with Agency and ESCO</p>	<p>Agency coordinate agency staff for "Project 1st Year Performance Results" presentation.</p> <p>Agency provides at least 2 weeks notice for best airfare.</p>

ESPC Project Resource Plan

Date Initiated: _____

Project Number: _____

Agency: _____

Project Name: _____

Federal Project Executive: _____

Project Facilitator: Date Requested: _____ Date Available: _____

Renewable Energy Assessment Request: Date Requested: _____ Date Received: _____

Energy Sales Agreement Support: Date Requested: _____

Agency Pricing Analysis Support Needed (Y/N): _____

Interest Rate Analysis: Date Requested: _____ Date Received: _____

Other SME Support Required (Describe - Specialized Technology, M&V, Escalation, ..): _____

The Federal Project Executive (FPE) develops a Project Resource Plan necessary to support each ESPC project. In this role, the FPE:

- 1) Works with the agency client to identify FEMP Services needed from the Notice of Opportunity through the 1st Year M&V Report,
- 2) Identifies the Technical Resources necessary to deliver the services requested,
- 3) Assembles the Technical Resources (see below) from the FEMP resource pool as needed, and
- 4) Coordinates deliverables from the Technical Resources to meet the project timeline.

FEMP Services Options*

Project Facilitation	Renewable Energy Assessment
Energy Sales Agreement Support	Detailed Pricing Analysis
Interest Rate Analysis	Other SME Support

*Note the Renewable Energy Assessment and Interest Rate Analysis are automatically included if DOE Project Facilitation is utilized.

Technical Resources to Support FEMP Services

Project Facilitation

Project Facilitator Acquisition/Contracting

DOE HQ, Brandi Panbach, brandi.panbach@ee.doe.gov

Project/Program Metrics & Support , Project Development Reporting, Interest Rate Analysis

Bob Slattery, slatteryrs@ornl.gov

[Terry Sharp, sharptr@ornl.gov](mailto:sharptr@ornl.gov)

Renewable Energy Evaluations, Energy Sales Agreements

Tom Harris, tom.harris@nrel.gov

Measurement & Verification, eProject Builder

Phil Coleman, pecoleman@lbl.gov

Draft Project Schedules (Excel versions are available via the FEMP Resources web page)

ESPC Project Schedule:									
12 Steps from Acquisition to ESCO Selection									
ESPC Process Doc. P1-04 r. 03-25-15									
<i>Instructions: Enter project number and name, and proposed start date in yellow areas to generate a project schedule.</i>									
S t e p	Project Number and Name:								
	Proposed start date:		2/1/15	Responsible Party					
	Activity	Timeline Days	Completion Target	Site	ESCO	FPE	PF	SME	GFO
	Please read comment			X					
	Phase 1 - Acquisition Planning								
1	Site requests Project Facilitator (PF) thru Federal Project Executive (FPE)		0	2/1/15	X	X			
2	FPE initiates renewable screening with NREL		0	2/1/2015		X		X	
3	Golden Field Office (GFO) assigns PF identified by FPE; FPE assigns SMEs as needed.		7	2/8/2015		X		X	X
4	FPE and PF works with site/facility to establish Acquisition Team (AT)		14	2/22/2015	X	X	X		
5	AT establishes ESCO Notice of Opportunity (NOO) & preliminary selection criteria; PF review draft NOO and advise on evaluation criteria		5	2/27/2015	X		X		
	Phase 2 - ESCO Selection (to PA)		0	2/27/2015					
6	CO issues NOO to all 16 ESCOs (and includes post-down select information that will be required)		1	2/28/2015	X				
7	ESCOs submit responses to NOO; PF/SME review NOO responses and provide comments to AT		19	3/19/2015		X	X	X	
8	AT ESCO first down-selection		19	4/7/2015	X				
9	ESCO down-selection notification & notice to proceed with finalists		1	4/8/2015	X				
10	ESCOs submit further info and/or respond to oral interviews (approach A); PF/SME supports review and recommends oral interview questions as needed		5	4/13/2015	X	X	X	X	
11	AT reviews further information and down selects to one ESCO for PA (approach A); PF/SME support review of further ESCO material requested by AT		10	4/23/2015	X		X	X	
12	ESCO down-selection notice/de-brief to unsuccessful offerers		1	4/24/2015	X				

ESPC Project Schedule:

ESPC Process Doc. P1-04

16 Steps from Preliminary Assessment to Task Order Award

r. 03-25-15

Instructions: Enter project number and name, and proposed start date in yellow areas to generate a project schedule.

Step	Project Number and Name:								
	Activity	Proposed start date:	4/24/15	Responsible Party					
		Timeline Days	Completion Target	Site	ESCO	FPE	PF	SME	GFO
	Please read comment			X					
	Phase 2 cont'd - PA (ESCO Selection to PA)	0	4/24/15						
1	Site issues Preliminary Assessment (PA) solicitation/notification to ESCO finalist (approach A)	1	4/25/2015	X					
2	ESCO notifies GFO of intent to proceed to PA	1	4/26/2015	X	X				
3	PA kickoff. Contractor(s) conducts site visits to identify ECMs in addition to those in solicitation	5	5/1/2015	X	X				
4	GFO receives questions from contractors	5	5/1/2015	X	X				X
5	Site receives PA. Site begins scoping NOITA.	5	5/6/2015	X	X				
6	AT convenes and reviews PA results (approach A).	10	5/16/2015	X					
7	CO issues NOITA	20	5/26/2015	X					
	Phase 3 - IGA to Award	0	5/26/2015						
8	IGA kickoff. IGA begins. TO-RFP scoped.	5	5/31/2015	X	X				
9	TO-RFP issued.	21	6/21/2015	X					
10	ESCO completes IGA and prepares Final Proposal. Final Proposal delivered.	144	11/12/2015	X	X				
11	AT/CO obtains executive or board approval for final proposal. FPE requests GFO review.	30	12/12/2015	X		X			
12	GFO Review of Final Proposal	14	12/26/2015						X
13	Final Proposal meeting with contractor	5	12/31/2015	X	X				
14	Formal negotiation period	20	1/20/2016	X	X				
15	Finalize task order (includes all reviews and approvals)	10	1/30/2016	X	X				
16	Sign Task Order. Final documents to GFO (and PF).	1	1/31/2016	X	X				

Notice of Opportunity Template

FEMP now uses a web-based Notice of Opportunity (NOO)/ESCO Selector Tool to generate NOOs and create documentation needed to support the selection of an ESCO. Use of this tool assures the user that their NOO will meet all federal requirements associated with contracting under the DOE IDIQ.

This tool may be accessed at: <https://hyperion.ornl.gov/noo/>

Phase 2: ESCO Selection to PA

FEMP Services Checklist

Purpose: FPE works with agency client to identify FEMP services requested for acquisition through first-year M&V report. Agency client indicates choices to FEMP via this form and FPE.

(Ref: FEMP Assistance During ESPC Development Process Chart, Rev. 140917)

Agency/Project ID: _____

FPE: _____ **Date:** _____

Acquisition, Phases 1 – 2

- | | |
|--|---|
| 1) Provide draft project schedule through selection | <input style="width: 100%; height: 20px;" type="text"/> |
| 2) Assist with Development of Notice Of Opportunity (NOO) | <input style="width: 100%; height: 20px;" type="text"/> |
| a. Review site data for inclusion in NOO | |
| b. Use of NOO draft template tool | |
| c. Provide recommended Evaluation Criteria for NOO responses | |
| 3) Assist with Review of NOO Responses | <input style="width: 100%; height: 20px;" type="text"/> |
| a. Review of NOO responses & written comments | |
| 4) Oral Interviews of down-selected ESCOs | <input style="width: 100%; height: 20px;" type="text"/> |
| a. Provide recommended interview questions | |
| b. Support review committee as non-voting member | |
| 5) Support PA Kickoff Meeting for Selected ESCO | <input style="width: 100%; height: 20px;" type="text"/> |
| a. Develop a draft agenda for agency review | |
| b. Facilitate meeting | |
| i. Key outcomes | |
| 1. Schedule for PA submittal | |
| 2. Communications protocols | |
| 3. Site access logistics/ ESCO personnel on site | |
| c. Review/edit ESCO-prepared PA Kickoff Meeting minutes | |
| 6) Support teleconferences between agency & ESCO during PA development | <input style="width: 100%; height: 20px;" type="text"/> |
| a. Provide recommended agenda for discussions | |

- 7) Review of PA submittal
 - a. Review PA and provide written comments
 - i. Review ECMs/pricing estimates, M&V plan, project financials
 - ii. Engage technical experts as required for PA review
 - b. Support on-site ESCO PA presentation workshop with draft agenda
- 8) Notice of Intent to Award (NOITA)
 - a. Provide template and support development
- 9) Development of draft Task Order request for proposal (TO-RFP)
 - a. Share TO-RFP template
 - b. Technical support for drafting TO-RFP for agency review

Development, Phase 3

- 1) Support Investment Grade Audit (IGA) Kickoff Meeting
 - a. Prepare draft agenda for review and share with ESCO
 - i. Includes Best Practices documentation
 - b. Assemble draft project schedule to award
 - c. Facilitate Kickoff meeting
 - i. Key Outcomes
 - 1. Schedule for IGA/proposal submittal
 - 2. Communications protocol (POCs)
 - 3. Logistics/ site access and ESCO personnel
 - 4. Schedule and support regular telecons during IGA development
 - d. Provide review and comments on ESCO-provided meeting minutes
- 2) Support IGA Development Midpoint Review (as needed)
 - a. Support discussion on preliminary material
 - b. Provide technology/ESPC process experts based on project scope
 - i. Review ECMs such as CHP, renewables, other high-tech
 - ii. Review Risk/Responsibility/Performance Matrix
 - iii. Review proposed cost and pricing of ECMs
- 3) Support IGA Presentation Workshop
 - a. Assemble draft agenda for review and share with ESCO
 - b. On-site presentation provided by ESCO
 - c. Facilitate IGA Kickoff meeting
 - d. Review and edit ESCO-provided meeting minutes

- 4) Review of IGA and Draft Proposal []
 - a. Thorough review of entire document focused on:
 - i. ECM technical feasibility and pricing (Scope of Work)
 - ii. Measurement & Verification (M&V) plan
 - iii. Risk, Responsibility, and Performance Matrix
 - iv. Management Approach (key personnel & roles)
 - v. Commissioning Approach
 - vi. Construction schedule and agency resources
 - vii. Pricing Schedules
 - b. Engage technical expertise (technology/pricing experts)
 - c. Provide written review comments for agency submittal to ESCO
 - d. Review ESCO responses to IGA proposal comments
 - i. Provide review notes and acceptance recommendations on ESCO responses

- 5) Project Negotiation []
 - a. Technical expertise assistance as needed

- 6) Task Order Award
 - a. Final Proposal with financing rate fixed and final TO schedules

Implementation, Phases 4 – 5

- 1) Post-Award Conference (Led by Agency CO) []
 - a. Optional to provide technical consultant participation as needed
- 2) Review of submittals during construction []
 - a. Review and comments on commissioning plan (post-design)
- 3) Acceptance – Post-Installation Submittals []
 - a. Review and written comments on:
 - i. Commissioning (Cx) Report (compliance Cx Plan)
 - ii. Post-Installation M&V report
 - 1. Confirms ECM performance and annual cost savings meet guarantees.
- 4) First Year annual M&V Report []
 - a. Review and written comments for agency project COR
 - b. Support agency COR with review for approval to pay invoice

FEMP
Best Practices and Lessons Learned
for Federal Agency ESPC Projects

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9/22/14

1. INTRODUCTION

Energy Savings Performance Contracts (ESPCs), first authorized by EPACT 1992¹, have become an effective tool for financing energy projects in federally owned facilities. FEMP has been providing project and training to agencies going back to 1996. As agencies have implemented projects, their acquisition teams and FEMP have taken note of lessons learned and best practices, which over time have been incorporated into the DOE ESPCs, FEMP ESPC training, and FEMP project assistance.

This document highlights current best practices that agencies may want to consider in their contracting process. These best practices are not all-encompassing, nor can they replace other FEMP services that include discussion of best practices, such as services from FEMP Federal Financing Specialists (FFSs) and Project Facilitators (PFs).

Agencies should use this document and all of FEMP's ESPC resources to help them award high-quality and high-value ESPC task orders (TOs). FEMP ESPC guidance, contract document templates and examples, and other informational resources are available at http://www1.eere.energy.gov/femp/financing/espcs_resources.html.

FEMP best practices also aim to minimize delays in the process, which erode the value of a project by postponing accrual of cost savings, or if interest rates increase. Delays commonly occur at decision points if the agency team or an individual is uncertain that a move forward is supported by agency due diligence and will result in a good deal for the government.

Many of these best practices address these challenges by pointing out:

- How teamwork within the agency and with the ESCO is vital to project success,
- How to conduct a cost-effective, compliant, ESCO selection,
- Critical outcomes of review which support award, and
- Key checks and steps in final negotiations and TO award.

2. GENERAL BEST PRACTICES

2.1 Teamwork is critical to ESPC success.

2.1.1 Designate a project champion who will, along with the agency Contracting Officer (CO), lead the agency team's efforts. The project champion should ensure that team members are trained and stakeholders and decision makers are educated about the project. A committed project champion is a key factor in the success of the project, paving the path forward and building agency support for the project.

2.1.2 Enlist the support of site/agency management. Keep management fully briefed, and make sure their questions and concerns are addressed throughout project development.

¹ Legislated ESPC Authority

The National Energy Conservation Policy Act of 1978 (NECPA), Pub. L. No. 95-619, as amended by the Consolidated Omnibus Budget Reconciliation Act of 1985, Pub. L. No. 99-272, § 7201 (1986), authorized agencies to enter into "shared energy savings contracts." The term "energy savings performance contract" first appeared in amendments to NECPA by the Energy Policy Act of 1992, Pub. L. No. 102-486 (1992). The Energy Policy Act (EPACT) of 1992 also added requirements to the authority. The U.S. Department of Energy promulgated regulations for their use in 1996 (10 CFR 436 Subpart B). The Energy Independence and Security Act of 2007 expanded the authority and made it permanent.

- 2.2 FEMP provides vital support. Use FEMP ESPC experts and training to your best advantage.
 - 2.2.1 Start with a FEMP Federal Financing Specialist (FFS). The FFS will guide the agency’s first steps in the project, help with educating agency stakeholders, and coordinate ESPC training and other FEMP services for the agency team.
 - 2.2.2 Consult your FEMP experts before issues become problems – the FFS and your FEMP-qualified Project Facilitator (required for projects under the DOE master ESPCs). The Contracting Officer (CO) and Contracting Officer’s Representative (COR) for the DOE IDIQ ESPCs, who are based at the DOE Golden Field Office, also provide support (send questions to femp@go.doe.gov). Experts based at the national labs are made available through the FFS to support projects and especially implementation of advanced technologies.
 - 2.2.3 Training. The agency ESPC team must be knowledgeable about the DOE IDIQ contracts and the ESPC process in order to expedite development of a high-value project. To obtain ESPC training, use FEMP’s free live ESPC workshops and on-demand webinars. The FFS helps agencies arrange on-site ESPC training for agency acquisition teams, or to promptly arrange training for new project team members.
- 2.3 To prevent delays, maintain continuity and documentation.
 - 2.3.1 Prepare for personnel turnover by documenting the project process and agency decisions.
 - 2.3.2 Understand that documentation can be critical to clarifying the intent of the contract after time passes.
 - 2.3.3 Documentation of project development and communication between the agency and the ESCO should be included in contract files. Include all pre-award communications such as PA and IGA development notes, proposal questions, responses, and resolutions, and other direction and agreements gathered by the CO and COR.
- 2.4 Keep the ESCO and Agency on the same page to avoid delays, unintended outcomes, and backtracking.
 - 2.4.1 Provide the ESCO with a checklist and roadmap that describes the agency approval process. Have the ESCO, with agency input, create a milestone chart that displays the proposed contract timeline and due dates. Using a contract timeline with a proposed date for task order award enables the ESCO to plan for allocating ample resources to meet the target date. A schedule also keeps the agency team focused on meeting the goal.
 - 2.4.2 Schedule at least bi-weekly phone or in-person ESCO–agency meetings to provide status updates throughout the entire ESPC process. The goal is to establish a running dialogue between all stakeholders, regularly facilitate complete and open exchange of information, and avoid delays and unintended outcomes.

3. ACQUISITION PLANNING

- 3.1 Define the roles and responsibilities of every ESPC acquisition team member and identify gaps that need to be filled. The rule of thumb is to include on the team all parties who could affect or be affected by the project, at least for periodic consultation. At a minimum, the team should

include an agency CO with sufficient warrant, the COR, officials whose approval is required, a budget officer, and legal counsel.

- 3.2 To avoid miscommunication and maintain consistency, designate an individual (typically the CO and/or COR) to serve as the conduit of information between the ESCO and agency.

4. ESCO SELECTION

Best practices for ESCO selection are the following.

4.1 FEMP recommends that agencies use the Selection by Qualifications (SBQ) method (as described in the DOE IDIQ at section H.3.1) and standardize their SBQ process. FEMP ESPC experts and agencies with ESPC experience have observed that the SBQ method can elicit as much useful information for finding the best ESCO for a specific project as other more complex, costly, labor-intensive, and time-consuming methods. Agencies have observed that when using SBQ:

- Development of the Notice of Opportunity (NOO) is quicker.
- Project scope developed by the ESCO is comprehensive.
- Selection of the ESCO is efficient and the project development cycle is shorter.
- Unnecessary staff burden is avoided.
- High-value projects tend to be the outcome.
- Potential out-of-scope issues are avoided in fair-opportunity ESCO selection.

4.2 Use the FEMP NOO template and customize as applicable.

4.3 Keep the NOO as broad as possible to allow the ESCO to propose comprehensive and innovative solutions. FEMP discourages the use of 3rd party audits in NOOs.

4.4 Identify two or three site-specific needs or wish-list items (e.g., renewable energy conservation measures). This allows agencies to match ESCO capabilities with site needs.

4.5 Don't hesitate to conduct in-person interviews with down-selected ESCOs in the process. Face-to-face meetings can provide perspectives that may be missed otherwise.

4.6 Keep evaluation factors and selection criteria to the minimum necessary. Evaluation factors should be weighted to reflect the agency's priorities rather than all factors being weighted equally.

4.7 Require the ESCOs' responses to the NOO to include description of the following:

- a) ESCO's management approach (how they're going to get the job done)
- b) Methods and procedures used to obtain competitive prices on energy conservation measures (ECMs) and best value for the government
- c) A schedule for Preliminary Assessment (PA) development
- d) The personnel responsible for the PA and their qualifications
- e) The ESCO's approach to developing energy baselines and the measurement & verification (M&V) approach for this project

5. PRELIMINARY ASSESSMENT (PA)

5.1 To get a useful PA from the ESCO, the agency should provide the ESCO with all relevant current information about the facilities, including energy consumption and previous audits.

- 5.2 The PA should be only as long as necessary to convey the viability of a project. An example/template of a PA can be found at:
http://www1.eere.energy.gov/femp/docs/10_patemplate.docx.
- 5.3 Set deadlines for PA submission and for agency completion of PA review and response to the ESCO.
- 5.4 Ensure that the Risk, Responsibility, and Performance Matrix (RRPM) and the proposed M&V approach are carefully reviewed and points for discussion are noted. Otherwise, the assumptions used in the PA will generally carry through to the Investment-Grade Audit (IGA).

6. TASK ORDER REQUEST FOR PROPOSAL (TO-RFP)

The TO incorporates the TO-RFP, the ESCO's IGA/proposal, and the IDIQ (the DOE indefinite-delivery, indefinite-quantity contract) — so the agency needs to know what all of them say. The purpose of the TO-RFP is to incorporate site-specific requirements into the TO by modifying, adding to, or deleting IDIQ contract terms, as long as these changes are within the overall scope of the IDIQ.

- 6.1 Use the FEMP TO-RFP Template, which lists all the DOE IDIQ clauses that *must* be tailored to the customer agency/site, as well as the sections that *are often altered* to meet the agency's needs.
- 6.2 Those developing the TO RFP must consult with their site support experts/organizations in order to accurately identify and address the site's requirements in the TO RFP.
- 6.3 Include in the TO-RFP project-specific requirements such as the following:
 - a) Special financing provisions
 - b) The level of detail required in pricing information, including subcontractor bids
 - c) How operations and maintenance (O&M) and equipment repair and replacement (R&R) are to be handled
 - d) Environmental, safety, and health requirements
 - e) Compatibility requirements for design drawings, among other requirements
- 6.4 Note on continuity: The experts who consult on TO-RFP development could be the same as those who will review parts of the proposal and final TO-RFP before award. Continuity will facilitate efficient and effective review.

7. INVESTMENT-GRADE AUDIT (IGA)

The IGA is the ESCO's detailed survey and analysis which will establish the estimated savings and savings guarantees. The IGA comprises the technical portion of the proposal, detailing ECMs, the M&V plan, and technical specifications.

- 7.1 Initiate the IGA with a kick-off meeting, which should be the first of continuing bi-weekly agency–ESCO meetings. Bi-weekly meetings can effectively keep the project on track by providing a routine venue for addressing both the agency's and ESCO's questions during the ESCO's performance of the IGA and the agency's review. These meetings can also accommodate 30/60/90-day reviews.
- 7.2 ESCO should be asked to identify all site resources required and costs to the site (for escorts in secure areas, for example) that will be incurred through ESCO performance of the IGA.
- 7.3 Agencies should be open to adjusting the contract term or project scope as required to ensure that the project best meets the agency's needs.

- 7.4 Be prepared to facilitate site access and make needed site experts available for multiple visits by the ESCO.

8. REVIEW OF THE IGA/PROPOSAL – STRATEGY FOR SUCCESS

Agency review of the IGA/proposal has been noted as a potential bottleneck in the ESPC process. To expedite thorough and timely agency review:

- 8.1 Hold an in-person conference with the ESCO promptly after completion of the IGA to review findings and discuss potential challenges.
- 8.2 Establish a hard deadline for agency review of the IGA and response to the ESCO.
- 8.3 Develop a review plan and *set aside focused review time*. Assign overall review of the IGA/proposal and specific sections, respectively, to designated individuals.
- 8.4 Some experienced COs have found that the best strategy is to put all the reviewers in a room and get them to agree to stay there until the review is completed.
- 8.5 Use your PF and FEMP ESPC resources. Engage technical expertise needed if not available in-house, such as for renewables or M&V.
- 8.6 Deliver on schedule.
- 8.7 After completing review, hold an in-person or telephone meeting with the ESCO to review agency comments to eliminate any ambiguity as to their intent.
- 8.8 Document all agency comments, and require the ESCO to track changes in successive revisions of the IGA/proposal. Include documentation of those comments, responses, and resolutions as an attachment to the task order. Follow up to ensure that required revisions to the proposal are made.

9. CRITICAL OUTCOMES OF REVIEW – DON'T PROCEED TO AWARD WITHOUT THEM.

The agency will need to verify all of these items (below in section 9) before proceeding to award:

- 9.1 Proposed energy consumption baselines and fixed parameters for calculating savings are sound.
- 9.2 Guaranteed savings from ECMs are reasonable, given analysis of assumptions and savings received on similar projects.
- 9.3 The Risk, Responsibility, and Performance Matrix (RRPM) is consistent with project scope of work and pricing in the IGA/proposal.
- 9.4 All stakeholders understand the RRPM and the details of any assignment to the agency of post-acceptance performance-period responsibilities, and those responsible are prepared to commit the resources to necessary to carry these responsibilities out.

The Price Proposal — *Verify Before Award:*

- 9.5 The agency has a complete understanding of the pricing proposal based on review of pricing and financing details — especially the TO financial schedules and the Standard Financing Offer received from the successful financier.
- 9.6 Agency obtained all pricing data needed to determine a fair and reasonable price to the government.
- 9.7 ECM pricing is reasonable when compared to previous awards and current pricing for similar equipment. Use FEMP Price Benchmarking data and consult FEMP's guidance on determining

price reasonableness for help with this task. See resources at

http://www1.eere.energy.gov/femp/pdfs/5_5_pricereasonableness.pdf.

- 9.8 ESCO analysis of subcontractor pricing has been reviewed, including promotion of competition (low price or best value), and small business requirements.

Financing — *Verify Before Award:*

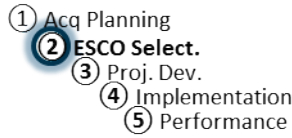
- 9.10 Agency has received guidance from the PF and/or other FEMP experts on reviewing financing.
- 9.11 Verified that ESCO received multiple bids for financing, and the project interest rate is consistent with other recent awards in accordance with FEMP guidance.
- 9.12 Checked the calculation of construction-period interest.
- 9.13 Checked for any differences between financier's offer to ESCO and ESCO's offer to government.

10. FINAL NEGOTIATIONS AND TO AWARD

- 10.1 Know in advance your clear path to award. Know what management, legal, and other reviews are required prior to award. If agency-level review is required, be prepared in advance.
- 10.2 The financiers need adequate time to give you their best rate. Update the project schedule to detail the final steps required before TO award. Ensure that the ESCO has allowed adequate time in the schedule to obtain multiple financing offers (about 2 weeks).
- 10.3 Be prepared for negotiations, having a full understanding of the proposal/IGA, including TO-RFP and IDIQ.

11. MEASUREMENT & VERIFICATION

- 11.1 Agencies should designate a primary contact who is responsible for (1) maintaining contact with FEMP through the Life of Contract program, and (2) maintaining continuity of documentation and awareness of the ESPC throughout the performance period.
- 11.2 Agencies should designate a government witness to accompany the ESCO during annual measurement and verification activities. Ensure that the government witness has reviewed current FEMP guidance on M&V witnessing. COR delegation letters should include designation of the COR as M&V witness.
- 11.3 Agencies should put procedures in place to ensure prompt review of the ESCO's annual M&V report, in accordance with FEMP guidance. The annual M&V report must be in accordance with the M&V plan in the TO. These reports document whether all parties and the delivered energy and cost savings meet the TO requirements.
- 11.4 In the case of demolished or decommissioned buildings or removal of ECM equipment by the government, the agency CO should promptly initiate a contracting action to buy out that portion of the contract involving ECMs that are no longer in place or no longer functional.



FEMP ESPC Best Practices: Agency Plan/Variations ESPC Process Doc. P2-05 r. 08-31-15

FEMP ESPC Best Practices: Agency Plan/Variations

FEMP compiled the "Best Practices and Lessons Learned for Federal Agency ESPC Projects" for the five phases of an ESPC project from FEMP and agency experiences. FEMP offers these to all agencies utilizing any ESPC contract, teaches them at their ESPC training workshops, and has published them on their resources webpage at the following URL:

http://energy.gov/eere/femp/resources-implementing-federal-energy-savings-performance-contracts

The form below is an abbreviation of these important best practices such that agency or individual project variations can be noted and used to improve best practices going forward. The intent is that the agency fills out this form at the beginning of each project and submits it to the FEMP Program. In cases, a single form can be submitted as a blanket master response when an agency has a standardized process mandated agency-wide for all their ESPC projects (e.g., most Navy projects). It is FEMP's request that agencies incorporate completion of this form into their internal ESPC process.

Project Name _____
Project Number _____
Agency _____
Federal Project Executive _____
Date Checklist Completed _____

General Best Practices - Teamwork

2.1.1 Designate a project champion.
[] No variance
[] Variance [Description] _____

2.1.2 Enlist the support of site/agency management; keep management fully briefed.
[] No variance

Variance [Description] _____

2.2 *Use FEMP ESPC experts and training.*

- a. Get started with an FFS.
- b. Consult FEMP experts before issues become problems – FFS, PF, and DOE ESPC CO/COR.
- c. Provide agency acquisition team with ESPC training.

No variance

Variance [Description] _____

2.3 *Maintain continuity and documentation to prevent delays. Document process, agency decisions, and communications with ESCO.*

No variance

Variance [Description] _____

2.4 *Keep the ESCO and agency on the same page.*

- a. Provide ESCO with a checklist and roadmap describing the agency approval process.
- b. Require ESCO to create a milestone chart of proposed contract timeline and due dates.
- c. Schedule regular ESCO–agency meetings for throughout the ESPC process.

No variance

Variance [Description] _____

3. Acquisition Planning

3.1 *Define the roles and responsibilities of ESPC acquisition team members.*

No variance

Variance [Description] _____

3.2 *Agency CO: Designate an individual (typically CO/COR) to communicate with the ESCO for the agency.*

No variance

Variance [Description] _____

4. ESCO Selection

4.1 *Use the Selection by Qualifications (SBQ) method (DOE IDIQ at section H.3.1).*

No variance

Variance [Description] _____

4.2 *Use the FEMP ESCO Selector/NOO Tool (BPs 4.2, 4.3, 4.4, 4.6).*

- a. Define requirements broadly to allow ESCO latitude propose creative and comprehensive solutions.
- b. Identify 2 – 3 site-specific requirements to get info to match ESCO quals with site needs.
- c. Keep evaluation factors and selection criteria to the minimum necessary.

d. Weight evaluation factors to reflect agency's priorities.

- No variance
- Variance [Description] _____

4.5 *Conduct in-person interviews with down-selected ESCOs.*

- No variance
- Variance [Description] _____

5. Preliminary Assessment (PA)

5.1 *Provide the ESCO with all relevant facility information and previous audits.*

- No variance
- Variance [Description] _____

5.2 *Make the PA only as long as necessary to convey the viability of a project (<20 pp).*

- No variance
- Variance [Description] _____

5.3 *Set deadlines for (1) PA submission and (2) agency completion of PA review and response to ESCO.*

- No variance
- Variance [Description] _____

5.4 *Stress review of RRPM and M&V approach in PA and note points for discussion. Document comments.*

- No variance
- Variance [Description] _____

6. Task Order Request for Proposal (TO-RFP)

Consult with site experts to accurately identify and address the site requirements to be specified in the TO RFP.

- No variance
- Variance [Description] _____

7. Investment-Grade Audit (IGA)

7.1 *Initiate the IGA with a kick-off meeting.*

- No variance
- Variance [Description] _____

7.1a *Hold continuing bi-weekly agency-ESCO meetings.*

- No variance
- Variance [Description] _____

7.2 *Require ESCO to identify all site resource requirements and site costs to be incurred through ESCO performance of IGA.*

- No variance
- Variance [Description] _____

7.3 *Allow contract term or project scope to be adjusted to meet project objectives.*

- No variance
- Variance [Description] _____

7.4 *Facilitate ESCO access to site and site experts for multiple visits by the ESCO.*

- No variance
- Variance [Description] _____

8. Review of the IGA/Proposal – Strategy for Success

8.1 *Hold conference with the ESCO after completion of the IGA to review findings and challenges.*

- No variance
- Variance [Description] _____

8.2-8.8 *Manage a thorough and timely agency review of IGA/proposal.*

- a. Develop a review plan and *set aside focused review time.*
- b. Establish a hard deadline for agency review and response to the ESCO, and deliver on schedule.
- c. Make clear assignments to team members to review specific sections of IGA/proposal.
- d. Use FEMP ESPC resources to engage technical expertise if not available in-house.
- e. Document agency comments; require ESCO to track changes in revisions of IGA/proposal; follow up to verify that required revisions are made. Attach documentation of comments, responses, and resolutions to task order.
- f. After completing review, meet with ESCO to jointly discuss review and eliminate any ambiguity about intent of agency's comments.

- No variance
- Variance [Description] _____

9. Critical Outcomes of Review – Don't Proceed to Award Without Them.

9.1–9.4 *Guarantees and Responsibilities – Verify Before Award*

- a. Proposed energy consumption baselines and fixed parameters for calculating savings are sound.
- b. Guaranteed savings from ECMs are reasonable.
- c. RRPM is consistent with project scope of work and pricing in IGA/proposal.

d. Stakeholders understand the RRPM and agency post-acceptance performance-period responsibilities.

No variance

Variance [Description] _____

9.5–9.8 The Price Proposal - Verify Before Award

a. Responsible agency personnel understand the pricing proposal.

b. Agency obtained and reviewed pricing data needed to determine a fair and reasonable price, and ECM pricing is reasonable.

c. Agency reviewed ESCO subcontractor competition, pricing, and consideration of small business requirements.

No variance

Variance [Description] _____

9.10–9.13 Financing - Verify Before Award

a. Agency has received guidance from PF/other FEMP experts on reviewing financing.

b. ESCO received multiple bids for financing, and project interest rate is consistent with recent TOs.

c. Calculation of construction-period interest is correct.

d. Any difference between financier's offer to ESCO and ESCO's offer to government was explained.

No variance

Variance [Description] _____

10. FINAL NEGOTIATIONS AND TO AWARD

10.1 Know in advance your clear path to award. Know what management, legal, and other reviews are required prior to award. If agency-level review is required, be prepared in advance.

10.2 Update the project schedule to detail the final steps required before TO award. Allow the ESCO adequate time in the schedule to obtain multiple financing offers (about 2 weeks).

10.3 Be prepared for negotiations, having a full understanding of the proposal/IGA, including TO-RFP and IDIQ.

No variance

Variance [Description] _____

11. Measurement & Verification

11.1 Contract Administration: Designate a primary contact to (1) communicate with FEMP's LOC program, and (2) maintain continuity of ESPC administration throughout the performance period.

- 11.2 *COR delegation letter should include designation of the COR as M&V witness.*
- 11.3 *M&V Review: Establish procedures for prompt review of ESCO's annual M&V report.*
- 11.4 *Contract Modifications: If the government puts an ECM out of service (e.g., building is decommissioned), promptly initiate a contracting action to buy out that portion of the contract.*
- No variance
- Variance [Description] _____

SBQ* Preliminary Assessment (PA) Kickoff Meeting Agenda** (minimum topics required to be covered are listed)

Introductions/Roles

- Welcome by Agency
- Introductions and roles of each person in the project (PF)
- Objectives of the meeting (PF)

Setting the Stage

- ESPC overview if needed (FPE)
- PA overview (35-page requirement) (FPE)
- Discussion by Agency/Site of interest, goals, objectives and priorities (Agency)
 - Meeting required goals, site specific needs, identified opportunities
 - NOO key points
- Levels of management support (Agency)
- Discussion on scope, buildings, areas and ECMs to be considered (Agency)
- Discussion by ESCO of their interest, anticipated opportunities and hurdles in the project (ESCO)
- Process Development and Templates (promote comprehensive project, but simplified PA if not yet addressed in pre-PA discussions)
 - Brief overview of the Task Order project development process (PF)
 - Promote 12-month development schedule (PF)
- Initiating project in eProject Builder (identify Initiator, Builder, Viewers)

Setting Expectations

- Site Data (Agency)
 - Building environmental and performance requirements
 - Long term plans at the site--additional capacity, utilization
 - Facilities to be included
 - Facilities to be excluded
 - Discussion of ECMs, long-term plans at the site, and exceptions
 - O&M services, R&R responsibilities and O&M savings
 - Codes, regulations, hazards, other considerations/issues
 - Categorical Exclusions – environmental documentation
 - Design Intent – Commissioning requirements
- Discuss available technology screenings (renewables, resiliency, etc.; check with FPE)
- Energy Star/FEMP EE Project requirements (PF)
- Address Life of Contract planning prior to task order award (PF)
- Fair and reasonable pricing (subcontractor competition)
- Preparing the project for an audit (historical lessons learned)

Preliminary Assessment Process***

- Contractor discussion of their plans and needs for PA phase (ESCO)
 - Logistics and access
 - Security, restricted areas, escorts, etc.
 - Testing and metering to be performed

- Safety requirements – training, hazards
- Drawings, studies (including asbestos, PCBs, etc.)
- Historical designation
- Other ESCO needs during PA
- Process discussion – reviews (copies), document transmittals, etc. (ESCO)
- PA requirements - what does it look like (components/revise proposal); what needs to be approved (ECM package, savings estimates, baseline, M&V plan, etc.) (ESCO)
 - Government witnessing for M&V baseline (if measurements are made to support the IGA/proposal)
- Government discussion/expectations of what they think needs further investigation (Agency/ESCO)

Communications and Approvals

- Establish leads and discuss responsibilities (Agency/ESCO)
- Establish frequency and method of communications – emails, conference calls (Agency/ESCO)
 - Meeting minutes drafting, distribution, review and approval
 - ESCO requests for information
 - PA submission
 - Protocols for bringing new people in/exiting others – responsibility for passing on information and informing the team
 - All approval points and who must approve

Project Schedule

- PA development
- Agency review time required
- Award target date
- Project schedule chart

Construction Logistics

- Installation planning
- Service interruptions
- Swing space
- Other

Utility Issues

- Rebates, grants, incentives from utilities, state, others
- Utility rates for electricity, gas, oil, coal, water, sewer, steam, chilled water
 - Consider potential consequences for district or regional systems where rates could suddenly increase if a single user reduces their consumption (campuses, central systems, water districts/regions, etc.)
 - Stand-by, ratchet, and interruptible rates and interconnection costs/tariffs/studies

Other Issues?

Action Items

- Site
- ESCO
- DOE

Progress call schedule and date of first call

* SBQ – (ESCO) selection by qualification

** Agenda is useable for both original task order and subsequent modifications. See the IDIQ contract for further requirements for modifications.

***The ESCO should inform the Agency that if baseline measurements will be made during the Preliminary Assessment, those measurements should be witnessed in accordance with the IDIQ requirements.

PA Development Teleconference Call(s) Agenda **(minimum topics required to be covered are listed)**

- Introductions
 - Agency CO & COR
 - ESCO Project Manager
- Status of PA development schedule
 - ESCO input on status of PA submittal schedule
 - Discuss timeline and pending actions
- Status of data collection from site visits
 - Discuss any issues (site access/security)
- Discuss any initial findings on ECMs
- Sources of savings (non-energy, O&M, etc.) and budget categories
- Government witnessing for M&V baseline (if measurements are made to support the IGA/proposal)
- Project discussion on meeting customer expectations
- Discuss availability of ESCO's PA components for review prior to PA submittal
 - Risk/Responsibility Matrix
 - Utility rate baseline and escalation rates
 - Other/remaining components

PRELIMINARY ASSESSMENT (PA) REVIEW CHECKLIST

Project Name _____
Project Number _____
Agency _____
Evaluator _____
Date of Review _____

PROJECT MANAGEMENT PLAN (to provide for efficient development of the proposal, IDIQ H.4.2.B.2.i.)

- Organization chart showing key players, expertise, responsibilities, and the project organization needed to effectively develop and implement the proposal are identified and described
- Communication plan with government to collectively build project is described
- Project milestones for IGA and proposal development are realistic, reasonable and acceptable to the government
- Project Management Plan provides a framework for the efficient development of a proposal, implementation of the project, and long-term project support to meet the government's objectives

Project Facilitator comments on this section: _____

ENERGY (and water) CONSERVATION MEASURES (ECMs):

- Existing equipment and systems and proposed measures are reasonably defined.
- The package of ECMs is as comprehensive as desired (encompasses a wide range of opportunities – energy, water, and O&M savings, renewable energy, site infrastructure needs, etc.)
- Each ECM is suitable for its intended purpose and consistent with government needs/requirements
- Bases for all savings streams are well described (energy, water, interactive effects, O&M, rate change...)
- Methods and analyses used to calculate baseline energy/water use and savings are sound
- Magnitude of baselines and energy savings for each ECM and for each form of energy are in line with expectations
- Operational conditions (set points, operating hours, foot-candles, etc.) described before and after upgrade.
- Operating hours and other assumptions are consistent with site operations and documented
- Projected O&M cost savings have been reviewed with the site and there is confidence in their accrual (refer to guidance: How to Determine and Verify Operations and Maintenance Savings in Energy Savings Performance Contracts)
- Cost savings for each ECM and form of energy are consistent with energy savings and unit costs
- ECM Lessons Learned for energy generation (PV, wind, CHP, biomass, etc.), power purchase agreement, and emerging technology ECMs have been reviewed and applied as appropriate for this

project (see “ECM Lessons Learned - For Energy Generation, Power Purchase Agreement, and Emerging Technology ECMs”)

“Potential ECMs” for further analysis are consistent with agency needs and are worthy of continued study (see IDIQ Section H.4.2.A)

Project Facilitator comments on this section: _____

RISK, RESPONSIBILITY, and PERFORMANCE

Financial Factors: (construction costs, M&V confidence, energy-related savings, delays, facility changes, interest rates)

- Risks for the financial components of the Risk, Responsibility, and Performance Matrix (RRPM) have been clearly described and allocated
- Potential shortfalls in any responsibility have been considered along with resolution strategies.
- Strategies for addressing each risk are effective and acceptable

Operational Factors: (operating hours, loads, weather, user participation)

- Risks for the operational components of the RRPM have been clearly described and allocated
- Potential shortfalls in any responsibility have been considered along with resolution strategies
- Strategies for addressing each risk are effective and acceptable

Performance Factors (the ESCO is ultimately responsible for performance): (equipment performance, operations, maintenance, repair & replacement)

- Risks for the performance components of the RRPM have been clearly allocated

Project Facilitator comments on this section: _____

M&V APPROACH:

- An M&V approach (e.g., A, B, C, D) is defined for each measure (consistent with FEMP M&V Guidelines)
- Witnessing approaches are proposed for each recommended ECM, consistent with guidance, and levels are appropriate (refer to witnessing guidance and FEMP M&V Guidelines)
- Is each ECM categorized as one of the 19 ECM categories per the IDIQ (and differences noted)
- M&V strategies manage risk well and are acceptable to agency

Project Facilitator comments on this section: _____

PRICE:

- The PA assessed implementation price ranges “*reflect*” a clear understanding of the recommended scope. ECM or overall pricing that is either too low or too high could indicate a disconnect between the ESCO and agency performance expectations.
- ECM prices (refer to Sch2a) are approximately in line with expectations (benchmarks, rules of thumb, history). A reasonableness check is suitable for the PA (project facilitators may have benchmark ranges for direct costs of common ECMs such as lighting, variable-speed drives, and chillers).

- Overall project development costs are reasonable (Sch2b; total project price and pricing components)
- Contractor and performance period costs are within range of expectations and/or reasonable (Sch2a, Sch2b, Sch3)
- The Energy Escalation Rate Calculator was properly applied (where applicable) to forecast utility escalation rates and other proposed rates are reasonable. Note escalation rates are needed for both utilities and O&M costs.
- Delivery percentages (Schedules 2a, 2b, 3) and interest rate spread are within the ESCO's IDIQ contract maximums

Project Facilitator comments on this section: _____

SCHEDULES:

- TO schedules in the PA are from eProject Builder (footnoted on each schedule)
- Sch1: All annual payments are less than guaranteed annual savings (required)
- Sch1: Guaranteed annual cost savings are within a reasonable level of estimated annual cost savings
- Summary: Contract term is reasonable and acceptable

Project Facilitator comments on this section: _____

OVERALL:

(Y/N) Does this project meet the majority of the agency needs and all requirements? Or can it be easily modified to meet the needs?

(Y/N) Is this an appropriate project to pursue under a performance contract?

(Y/N) Is this a reasonable technical and financial deal for the government?

(Y/N) Is this a contractor with whom you can have a good long-term working relationship?

(Y/N) Have agency risks been evaluated and minimized?

(Y/N) Are all buildings included in the scope appropriate given facility master plan?

(Y/N) Are the overall percentages of energy and cost savings from the project reasonable?

- Review comments from all reviewers (including SMEs) have been pulled together by the PF into a single document/package, provided to the Agency and contractor, and archived by the PF

Project Facilitator comments on this section: _____

PRELIMINARY ASSESSMENT REVIEW TEMPLATE FOR ESPC PROJECTS		
Area Reviewed	Notes/Comments	Assessment ¹
<ul style="list-style-type: none"> Contract Requirements Met: (see Section H.4 of DOE ESPC IDIQ) 		
<ul style="list-style-type: none"> Energy Conservation Measures 		
<p>List each ECM² identified in the Preliminary Assessment. Make review comments as to whether each is reasonable, acceptable, and in line with agency needs. At bottom, is overall package of ECMs comprehensive and does it provide a robust solution toward the agency's energy reduction goals and other needs?</p>	<p>Recommended ECMs: ECM 1: ECM 2: (add more ECMs as needed) Potential ECMs: ECM 1: ECM 2: (add more ECMs as needed) Overall:</p>	
<ul style="list-style-type: none"> RRPM³ Financial Factors: 	Review and assess:	
<ul style="list-style-type: none"> RRPM Operational Factors: 	Review and assess:	
<ul style="list-style-type: none"> RRPM Performance Factors: 	Review and assess:	
<ul style="list-style-type: none"> Management Approach: 	Review and assess:	
<ul style="list-style-type: none"> M&V⁴ Options/Approaches 	Review and assess:	
<p>Identify the M&V option for each of the ECMs and determine whether the offered strategy is appropriate for the ECM and whether the M&V option costs reflect a reasonable balance between cost and savings uncertainty.</p>	<p>ECM 1 M&V Option: ECM 2 M&V Option: ECM 3 M&V Option: ECM 4 M&V Option: (add more ECMs as needed)</p>	
<ul style="list-style-type: none"> TO⁵ Schedules 		
<p>Are payments less than guaranteed savings? Is contract within required term? Note other terms & conditions or areas requiring discussion.</p>		

¹ A – Acceptable, M – Minimal changes needed, S – Significant changes required

² Energy Conservation Measure; ³ Risk, Responsibility, and Performance Matrix; ⁴ M&V – Measurement and Verification; ⁵ TO - Task Order

**SAMPLE/TEMPLATE
NOTICE OF INTENT TO AWARD LETTER**

[Date]

[Name of ESCO]
[Address of ESCO]

SUBJECT: [ESCO contract number; project identification]

Dear [ESCO]:

We are pleased to inform you that you have been selected to provide energy savings performance contract services for [site name]. This notice of intent to award a task order against your DOE IDIQ ESPC contract, however, is subject to your successful satisfaction of the requirements contained in Sections H.5, H.6, and H.7 of that contract. Specifically, you are required to perform an Investment-Grade Audit of the applicable project site facilities and energy systems within [#] days of this notice and to provide a final proposal summarizing the survey results to the undersigned Contracting Officer. The survey shall be conducted in accordance with the requirements of Section H.5 of your contract. The proposal and financial schedules submitted must verify the estimated annual cost savings proposed for this project. Otherwise, the pre-award requirements of Sections H.5, H.6, and H.7 will not be considered to have been met, and negotiations and award will not be pursued further.

Upon receipt of the final proposal and its financial schedules, the Government will notify you when negotiations can commence. You are also reminded to take necessary actions to obtain the required financing and bonding (if required) for this project, as required by Section H.8 of your contract. These pre-award requirements will also require satisfaction once negotiations are completed and prior to issuance of the intended award.

Should you have any questions, please contact the undersigned Contracting Officer at [phone number].

Sincerely,

[CO signature]

[Name]
Contracting Officer
[Affiliation]
[Address]

Phase 3: Proposal/IGA to Award

**U.S. Department of Energy
Energy Savings Performance Contract**

**Task Order Request for Proposal
Template**

**For Indefinite Delivery, Indefinite Quantity Contracts
Awarded in April 2017**

Revision Date: May 24, 2017

INSTRUCTIONS FOR USING THIS TEMPLATE

The Task Order Request for Proposal (TO RFP) is used by an ordering agency to communicate agency-, site-, and project-specific terms and conditions for its Energy Savings Performance Contract (ESPC) project to the Contractor (a.k.a – Energy Services Company (ESCO)). The Department of Energy’s (DOE) ESPC indefinite delivery, indefinite quantity (IDIQ) contract permits an ordering agency to tailor the terms and conditions, per section C.1, *General Requirements / Project Scope*, paragraph 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.”

The tailored terms and conditions of the TO RFP become a part of the final ESPC project task order, along with the unchanged terms of the DOE ESPC IDIQ contract and the ESCO’s final proposal. The terms and conditions of the TO RFP take precedence over those of the DOE ESPC IDIQ contract, as long as they remain within the IDIQ scope, period of performance, and contract ceiling.

This template includes sections of the DOE ESPC IDIQ in which changes or specific instructions may be required or are usually appropriate. The numbering of the sections in the TO RFP correspond to the

numbering in the DOE ESPC IDIQ contract. Sections that are not in the template may be added to the TO RFP and revised as needed.

The contract sections in the template are formatted in black Times New Roman font. All instructions and notes within the template are formatted in *blue italics*.

IMPORTANT: The following items must be deleted from the final TO RFP before issuing to the ESCO:

- This title page and instructions for using this template;
- Any contract sections that are not tailored; and
- All instructions and notes within the template in *blue italics*, as well as any brackets around instructions.

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DOE ESPC

Task Order Request for Proposal

Template

Ordering Agency TO RFP Number: _____

SECTION B - SUPPLIES OR SERVICES/PRICES

There are no tailorable terms from the IDIQ contract in this section.

SECTION C - DESCRIPTION/SPECIFICATIONS

C.2 Energy Conservation Measures (ECMs)

The ordering agency may add the following to specify that all ECM technology categories should be considered.

[] All IDIQ ECM technology categories shall be considered during the development of this task order.

- 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.

Sample Default Language:

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

1. Jeopardize the operation or environmental conditions of existing systems or areas such as dedicated computers or computer rooms;
2. Increase water consumption; e.g., once-through fresh water cooling systems (note: evaporative cooling technologies may be considered where environmentally appropriate);
3. Result in cogeneration or electrical generating project that produces electrical power exceeding that required by the delivery order federal site;

4. Result in an adverse effect upon the quality of the human environment (e.g., requires the preparation of an Environmental Impact Statement) or violates any Federal, State, or local environmental protection regulations;
5. Degrade performance or reliability of existing Government equipment; or
6. Reduce extra capacity that was intentionally included for future growth, mobilization needs, safety, or emergency backup.

[] *Default language is acceptable; additional requirements follow:*

[] *Default language is unacceptable; replace with the following:*

C.3 Facility Performance Requirements of ECMs

Specify the agency-, site-, and project-specific facility performance requirements for ECMs in this section. Some areas for consideration in terms of standards for occupied space conditions are listed below as C.3.1 through C.3.6.

-
- [] *IDIQ language is acceptable, with the noted additional site-specific facility performance requirements.*
[] *Replace the IDIQ language as noted below.*
-

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.3.1 Lighting – *(lighting levels for various spaces/surfaces, control conditions)*

C.3.2 Heating, Ventilation and Air Conditioning (HVAC) – *(temperature and humidity zones, setbacks, control conditions)*

C.3.3 Energy management control system (EMCS) – *(compatibility with existing direct digital controls, site terminal)*

C.3.4 Environmental – *(noise, air quality, other)*

C.3.5 Major Energy Using Systems – *(power quality)*

C.3.6 Other –

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

The contract requires compliance with the current version of the FEMP M&V Guidelines. Specify any preferred or restricted M&V options or methods for the proposed project, or leave blank to indicate that the contractor shall propose them.

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise the IDIQ language as noted below.*
-

- 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

Specify site and project-specific requirements for the Design and Construction Package, such as:

- *The due date for design and construction package, which may be phased (C.5.1.B)*
- *Any additions, deletions, or changes to required minimum contents (C.5.1.C)*
- *Instructions or requirements for acquisition of permits (C.5.1.C.6)*
- *Submittal requirements for preliminary and final reviews (C.5.1.D)*

-
- [] *IDIQ language is acceptable, with the noted additional site/agency-specific requirements.*
[] *Revise / replace the IDIQ language as noted below.*
-

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

Specify any site- or agency-specific design and construction standards that are additional to or different from those at C.5.2. (Recommend adding a note when deleting any standards not applicable to the agency or site.)

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

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

Specify any site- or agency-specific requirements that are additional to or different from those at C.5.3. Include submittal requirements in the reporting requirements checklist. Consider local process if applicable.

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- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

- 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.)

Specify any site- or agency-specific requirements that are additional to or different from those at C.5.4. Include submittal requirements in the reporting requirements checklist.

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- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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- 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

Specify any known potential environmental impacts and/or known hazardous waste handling and storage requirements relative to the site, agency, or proposed ECM's. This could include information on indoor air and water quality, fragile ecosystems, or endangered species; the need to use low-emission paints and solvents; preference for recycling; historical preservation considerations; etc. Specify whether 40 CFR Section 311 applies (Hazardous Waste Operations and Emergency Response). Local environmental standards and requirements should be considered.

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- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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- 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

Specify any additional or different procedures for the contractor to follow when there are utility service interruptions. For example, a laboratory or hospital facility may require provision for auxiliary power during interruptions. Requirements may vary depending on anticipated duration of service interruption.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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- 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.

Specify agency and/or site standards, specifications, and requirements for content, format, quantity, etc.

- [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted above/below.*
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C.6 Operation of ECMs

Specify site- or agency-specific requirements in addition to or different from C.6. Consider Risk, Responsibility, and Performance Matrix positions.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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- 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

Specify site- or agency-specific requirements in addition to or different from C.7. Consider Risk, Responsibility, and Performance Matrix positions.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
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- 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

Specify site- or agency-specific requirements in addition to or different from C.8. The Government can elect to assume repair and replacement responsibilities. By assuming this responsibility, the Government acknowledges that at any time during the course of the contract term, given an equipment failure, they will pay for the repair or replacement. Consider this to be a “pay as it fails” scenario. On the other end of the spectrum, the Contractor can be responsible for this. Consider this to be an “extended warranty.” Should a piece of equipment fail at any time during the contract term, the Government simply notifies the Contractor and they will have the equipment repaired or replaced. Obviously, the cost of this feature will be included in the ESPC price. Specify which route you would prefer. Consider Risk, Responsibility, and Performance Matrix positions.

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- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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- 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

Specify:

- *Availability (times) of contractor contact for equipment failures,*
- *Time allowed for contractor telephone response and arrival on site in response to emergency and nonemergency repair calls from agency,*
- *Hours of access granted to the contractor for emergency work,*
- *Consider local requirements and critical systems.*

[] *IDIQ language is acceptable.*

[] *IDIQ language is acceptable, with the noted additional requirements.*

[] *Revise / replace the IDIQ language as noted below.*

- 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 –

Specify requirements for submission of O&M plans and spare parts lists. Recommend including training plan deliverable here or in technical proposal section H.4.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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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 –

Specify site- and agency-specific requirements for ECM O&M training of Government personnel. The agency may want to require a training plan, periodic retraining, a DVD of the training session, etc. Recommend including training plan deliverable here or in technical proposal section H.6.

- [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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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

Specify any known Government projects which may affect installation or operation of ECMs.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
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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

Identify any site- or agency-specific requirements that may be different from those outlined below.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
-

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

If the terms and conditions in C.13 are not acceptable, specify revised terms and conditions. Consider local processes and requirements.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
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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

Specify any different or additional site- or agency-specific work schedule requirements.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
-

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.

SECTION D - PACKAGING AND MARKING

D.1 Preservation, Packaging and Packing

Specify any different or additional site- or agency-specific preservation, packaging or packing requirements.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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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 (issue 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

Specify any different or additional site- or agency-specific packing list requirements.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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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

Specify any different or additional site- or agency-specific initial packing, marking or storage of equipment requirements.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
-

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.

SECTION E - INSPECTION AND ACCEPTANCE

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

Specify any additional site- or agency-specific inspection and acceptance clauses by reference or in full text, as appropriate.

[] IDIQ clauses are acceptable.

[] IDIQ clauses are acceptable, with the noted additional clauses.

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

Revise the criteria and notification requirements for inspection and acceptance as needed and include any additional site- or agency-specific requirements. Consider the scheduling expectations set by this contract section.

[] IDIQ language is acceptable.

[] IDIQ language is acceptable, with the noted additional requirements.

[] Revise / replace the IDIQ language as noted below.

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

Specify the anticipated schedule for contractor report submittals and the duration for agency review for acceptance. Consider requiring a 30-day test period prior to acceptance.

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

E.3.1 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.

E.3.2 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.

SECTION F - DELIVERIES OR PERFORMANCE

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

Specify any additional site- or agency-specific deliveries or performance-related clauses by reference or in full text, as appropriate.

[] *IDIQ clauses are acceptable.*

[] *IDIQ clauses are acceptable, with the noted additional clauses.*

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)	<i>[Fill-In Clause]</i>
52.211-16	Variation in Quantity. (APR 1984)	<i>[Fill-In Clause]</i>
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.3 Task Order Period of Performance

The task order period of performance will be negotiated at time of award based on the combined payback schedule of all ECMs to be installed. 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.5 Place of Performance

Specify the place of performance for the ESPC, such as the ordering agency's facility by official title and full address. If the project involves multiple sites, list each site individually.

F.6 Deliverables and Submittals

Specify deliverables requirements using Attachment J-4 as an example. Provide any different or additional site- or agency-specific requirements.

[] *IDIQ language is acceptable, with the noted additional requirements. Include a tailored Attachment J-4 and revise Section F.6.1 to reference this TO-specific attachment.*

[] *Revise / replace the IDIQ language as noted below.*

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.

SECTION G - IDIQ CONTRACT AND TASK ORDER ADMINISTRATION

G.2 Task Order (TO) Administration

Specify any different or additional site- or agency-specific requirements and fill in other site-specific information. The text below is recommended.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
-

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

Specify all invoicing instructions, including format, contents, any attachments or enclosures, submission and addressing instructions, etc. Provide site specific Invoicing Instructions.

- [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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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

Specify frequency of payments to the contractor, including partial payments, pre-performance period payments, etc. Specify allowable payment option(s).

- [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

- 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

Provide specific details, as necessary, to explain how the ordering agency plans to make adjustments to the payment schedule for annual savings shortfalls.

[] *IDIQ language is acceptable.*

[] *IDIQ language is acceptable, with the noted additional requirements.*

[] *Revise / replace the IDIQ language as noted below.*

-
- 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)

Consider including any agency-specific provisions for technical direction as needed, if non-DOE site.

-
- [] *IDIQ language is acceptable, if DOE site.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

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

Consider including any additional agency-specific provisions for performance assessment reporting, as needed.

[] *IDIQ language is acceptable.*

[] *IDIQ language is acceptable, with the noted additional requirements.*

- (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)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

Specify any additional site- or agency-specific clauses for special contract requirements by reference or in full text, as appropriate.

[] *IDIQ clauses are acceptable.*

[] *IDIQ clauses are acceptable, with the noted additional clauses.*

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) | <i>[Fill-In Clause]</i> |
| 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

If title to ECMs is not to be vested in the Government after project acceptance, state alternate procedure for title disposition. If the project includes renewables, private ownership may be advantageous.

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise the IDIQ language as noted below.*
-

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.4 Preliminary Assessment Content Requirements for Task Orders

Note that Section H.4 is not required if a PA has already been received and approved. Specify any different or additional requirements for PA content.

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

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

Specify any different or additional requirements for Final Proposal contents and review, including the IGA. Consider adding a Training Plan submittal under H.5.2.2, Paragraph C.5.

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

H.5.1 General – The Contractor shall submit a proposal, consisting of technical and price components, in electronic format, or as required in the TO RFP. 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 DOE ESPCs 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

Specify any additional agency-specific requirements for competitive financing acquisition.

[] *IDIQ language is acceptable.*

[] *IDIQ language is acceptable, with the noted additional requirements.*

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

Specify any different or additional agency-specific requirements for payment and performance bonds.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-
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- 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

Specify any different or additional agency-specific requirements for the protection of financier's interest.

[] IDIQ language is acceptable.

[] IDIQ language is acceptable, with the noted additional requirements.

[] Revise / replace the IDIQ language as noted below.

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

Specify any different or additional site- and agency-specific requirements for insurance.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

- 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

Specify any different or additional site- or agency-specific safety requirements. Consider local processes and requirements.

[] *IDIQ language is acceptable, with the noted additional requirements.*

[] *Revise / replace the IDIQ language as noted below.*

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

Specify any site- or agency-specific fire prevention procedures, rules, or regulations.

[] *IDIQ language is acceptable, with the noted additional requirements.*

[] *Revise / replace the IDIQ language as noted below.*

- 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

Designate and identify any Government-furnished property considered for this project.

[] *IDIQ language is acceptable.*

[] *IDIQ language is acceptable, with the noted additional requirements.*

[] *Revise / replace the IDIQ language as noted below.*

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

List any equipment to be salvaged rather than disposed of and designate a place for its storage.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
-

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

Specify any different or additional site- or agency-specific terms and conditions. Consider local processes and requirements.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

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

This section provides terms and conditions for the handling and documentation of hazardous materials. Specify any different or additional site- or agency-specific terms and conditions. Consider local processes and requirements.

- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
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- 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

Consider potential changes to Contractor Employee requirements.

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

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

Specify any different or additional site- or agency-specific security requirements. Consider local processes and requirements.

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

- 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

Specify any different or additional site- or agency-specific terms and conditions. Consider local processes and requirements.

- [] IDIQ language is acceptable.*
 - [] IDIQ language is acceptable, with the noted additional requirements.*
 - [] Revise / replace the IDIQ language as noted below.*
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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.20 Incorporation of Small Business Subcontracting Plan

Specify any tailored and/or additional site- or agency-specific small business subcontracting goals.

- [] IDIQ language and small business subcontracting goals are acceptable.*
 - [] IDIQ language is acceptable, with the noted tailored and/or additional goals.*
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- 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

Specify any different or additional agency-specific requirements for reporting.

-
- [] *IDIQ language is acceptable.*
 - [] *IDIQ language is acceptable, with the noted additional requirements.*
 - [] *Revise / replace the IDIQ language as noted below.*
-

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

Specify any different or additional agency-specific lobbying restrictions.

IDIQ language is acceptable.

IDIQ language is acceptable, with the noted additional requirements.

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.24 Department of Energy [for Ordering Agency-Specific] Directives

Specify any different or additional agency-specific directives. Consider local processes and requirements.

- [] *IDIQ language is acceptable.*
- [] *IDIQ language is acceptable, with the noted additional requirements.*
- [] *Replace the IDIQ language as noted below.*

- 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.

Directive No.	Date	Directive Title / Contract Requirements Document
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

Specify any different or additional site- or agency-specific requirements for the release of information to the public. Consider local processes and requirements.

[] *IDIQ language is acceptable.*

[] *IDIQ language is acceptable, with the noted additional requirements.*

[] *Revise / replace the IDIQ language as noted below.*

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.

PART II - CONTRACT CLAUSES

Specify any additional clauses that are not already included in Section I of the IDIQ contract, or elsewhere in the TO RFP, by reference or in full text, as appropriate. Probably only agency-specific clauses need to be considered.

During the pre-award phase, consider adding any required provisions as an addendum (e.g., in Sections K, L, and M) to ensure that proposals include sufficient information.

SECTION I - CONTRACT CLAUSES

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

[] IDIQ FAR clauses incorporated by reference are acceptable.

[] IDIQ FAR clauses incorporated by reference are acceptable, with the noted additional clauses.

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:

52.203-14	Display of Hotline Poster(s). (OCT 2015)	<i>[Fill-In Clause]</i>
52.211-11	Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)	<i>[Fill-In Clause]</i>
52.211-12	Liquidated Damages - Construction. (SEP 2000)	<i>[Fill-In Clause]</i>
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)	<i>[Fill-In Clause, Alt III and IV only]</i>

52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)	<i>[Fill-In Clause]</i>
52.225-9	Buy American - Construction Materials. (MAY 2014)	<i>[Fill-In Clause]</i>
52.225-10	Notice of Buy American Requirement - Construction Materials. (MAY 2014)	<i>[Fill-In Provision]</i>
52.225-11	Buy American - Construction Materials under Trade Agreements. (OCT 2016) and Alternate I (MAY 2014)	<i>[Fill-In Clause]</i>
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)	<i>[Fill-In Provision]</i>
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States. (MAR 2008)	<i>[Fill-In Clause]</i>
52.227-23	Rights to Proposal Data (Technical). (JUN 1987)	<i>[Fill-In Clause]</i>
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information. (JUL 2013)	<i>[Fill-In Clause]</i>
52.246-17	Warranty of Supplies of a Noncomplex Nature. (JUN 2003)	<i>[Fill-In Clause]</i>
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria. (MAY 2001) and Alternate III (APR 1984)	<i>[Fill-In Clause]</i>
52.247-1	Commercial Bill of Lading Notations. (FEB 2006)	<i>[Fill-In Clause]</i>

List of FAR clause numbers incorporated by reference in the IDIQ contract:

52.202-1	52.203-3	52.203-5	52.203-6	52.203-7	52.203-8
52.203-10	52.203-12	52.203-13	52.203-17	52.203-19	52.204-2
52.204-2, Alt. II	52.204-4	52.204-9	52.204-10	52.204-13	52.204-15
52.204-18	52.208-9	52.209-6	52.209-9	52.209-10	52.210-1
52.215-2	52.215-8	52.215-14	52.215-19	52.217-2	52.219-4
52.219-8	52.219-9	52.219-14	52.219-16	52.219-28	52.222-1
52.222-3	52.222-4	52.222-6	52.222-7	52.222-8	52.222-9
52.222-10	52.222-11	52.222-12	52.222-13	52.222-14	52.222-15
52.222-20	52.222-21	52.222-26	52.222-27	52.222-29	52.222-30
52.222-35	52.222-36	52.222-37	52.222-40	52.222-50	52.222-54
52.222-55	52.222-60	52.222-62	52.223-2	52.223-3	52.223-5

52.223-6	52.223-10	52.223-11	52.223-12	52.223-15	52.223-17
52.223-18	52.223-19	52.223-20	52.223-21	52.225-1	52.225-13
52.226-1	52.227-1	52.227-2	52.227-3	52.227-4	52.227-16
52.228-2	52.228-5	52.228-11	52.228-12	52.228-14	52.228-15
52.229-3	52.229-6	52.232-1	52.232-5	52.232-8	52.232-11
52.232-17	52.232-18	52.232-23	52.232-25	52.232-27	52.232-33
52.232-39	52.232-40	52.233-1	52.233-3	52.233-4	52.236-21
52.236-26	52.236-27	52.237-1	52.237-2	52.242-5	52.242-13
52.243-1	52.243-1, Alt. II		52.243-4	52.244-5	52.244-6
52.245-1	52.245-9	52.246-21	52.246-23	52.246-24	52.246-25
52.247-64	52.249-2	52.249-3	52.249-8	52.249-10	52.251-1
52.253-1					

I.2 DEAR [or Ordering Agency-Specific] Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998)

Incorporate any supplemental agency- or site-specific clauses by reference here.

- [] *IDIQ DEAR clauses incorporated by reference are acceptable.*
 - [] *IDIQ DEAR clauses incorporated by reference are acceptable, with the noted additional clauses.*
 - [] *Replace the IDIQ DEAR clauses as noted below.*
-

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

Incorporate any additional and completed fill-in FAR clauses in full text here.

[] *IDIQ FAR clauses incorporated in full text are acceptable.*

[] *IDIQ FAR clauses incorporated in full text are acceptable, with the noted additional clauses.*

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: *[Filled in at the TO level].*

(End of clause)

List of FAR clauses incorporated in full text in the IDIQ contract:

I.3 52.204-19 - Incorporation by Reference of Representations and Certifications (DEC 2014)

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

I.5 52.216-18 - Ordering. (OCT 1995)

I.6 52.216-19 - Order Limitations. (OCT 1995)

I.7 52.216-22 - Indefinite Quantity. (OCT 1995)

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

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

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

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

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

DEAR *[or Ordering Agency-Specific]* CLAUSES INCORPORATED IN FULL TEXT

Incorporate any different or additional agency-specific and completed fill-in clauses in full text here.

- [] IDIQ DEAR clauses incorporated in full text are acceptable.*
 - [] IDIQ DEAR clauses incorporated in full text are acceptable, with the noted additional clauses.*
 - [] Replace the IDIQ DEAR clauses as noted below.*
-

List of DEAR clauses incorporated in full text in the IDIQ contract:

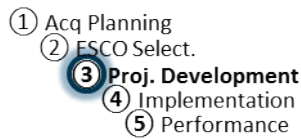
- I.14 952.223-78 - Sustainable acquisition program. (OCT 2010)*
- I.15 952.225-71 - Compliance with Export Control Laws and Regulations (NOV 2015)*
- I.16 952.226-72 - Energy Policy Act subcontracting goals and reporting requirements. (JUN 1996)*

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Include completed IDIQ attachments, such as a task-order specific version of Attachment J-4, Recommended Deliverables for Task Orders, and others as appropriate.

ATTACHMENT NO.	DESCRIPTION	DATE	NO. OF PAGES
J-4	Recommended Deliverables for Task Orders	MM/DD/20YY	X



Proposal/IGA Kickoff Meeting Agenda*

(minimum topics required to be covered are listed)

Introductions/Roles

- Welcome by Agency
- Introductions and roles of each person in the project (PF)
- Objectives of the meeting (PF)

Setting the Stage

- IGA/proposal overview (purpose, content requirements, ESCO/customer collaboration, etc.)
- NOITA key points
- Resolution of PA comments
- Discussion by Agency/site of interest, goals, objectives and priorities (Agency)
 - Meeting required goals, site specific needs, identified opportunities
- Levels of management support (Agency)
- Discussion on scope, buildings, areas and ECMs to be considered (Agency)
- Project development schedule – 12-month target (PF)
- Utilization of eProject Builder

Setting Expectations

- Site Data
 - Building environmental and performance requirements (Agency)
 - Long term plans at the site-additional capacity, utilization, demolition, new construction (Agency)
 - Facilities to be included/excluded (Agency)
 - Discussion of PA ECMs, additional ECMs, and exceptions (Agency)
 - O&M services, R&R responsibilities and O&M savings (Agency)
 - Energy and escalation rates, rebates, financial incentives (Agency/ESCO)
 - Codes, regulations, hazards, other considerations/issues (Agency)
 - Categorical Exclusions – environmental documentation (Agency)
 - Design Intent – Commissioning requirements (Agency)
- Questions/answers on TO RFP document or attachments (PF)
- Discuss available technology screenings (renewables, resiliency, etc.; check with FPE)
- Energy Star/FEMP EE Project requirements (PF)
- Address contract management planning prior to task order award (PF; see Contract Management training and contract management web resource document)
- Compliance with O&M savings guidance (PF)
- Discuss transition from award to post-award and construction planning (review best practices for incorporation into transition plan)

Investment-Grade Audit Process

- Contractor discussion of their plans and needs for IGA/proposal phase (ESCO)
 - Logistics and access
 - Security – restricted areas, escorts, etc.
 - Testing and metering to be performed
 - Government witnessing and levels of witnessing
 - Safety requirements – training, hazards

- Drawings and studies (including asbestos, PCBs, etc.)
- Historical designation
- Other ESCO needs during the IGA
- Process discussion – reviews (copies), document transmittals, etc. (ESCO)
- IGA/proposal requirements; what does it look like (components/ revised proposal) what needs to be approved (ECM package, savings estimates, baseline, M&V plan, etc.) (ESCO)
 - Discuss M&V approach for savings verification/sampling/etc. (Agency/ESCO)
 - Government witnessing for M&V baseline (if measurements are made to support the IGA/proposal)
- Government discussion/expectations of what needs further investigation (Agency / ESCO)

Communications and Approvals

- Establish leads and discuss responsibilities (Agency/ESCO)
- Establish frequency and method of communications – emails, conference calls (Agency/ESCO)
 - Meeting minutes drafting, distribution, review and approval
 - ESCO requests for information (RFI) and RFI handling/timeliness/point persons
 - Protocols for bringing new people in/exiting others – responsibility for passing on information and informing the team
 - All approval points and who must approve

Project Schedule (address expediency/schedule creep/avoiding delays)

- IGA/proposal development
- Proposal submission date
- Agency review time required
- Award target date
- Project schedule chart
- Congressional notification
- DOE CO authorization letter

Construction Logistics

- Installation planning
- Service interruptions
- Swing space
- Other

Utility Issues

- Rebates, grants, incentives from utilities, state, others
- Utility rates for electricity, gas, oil, coal, water, sewer, steam, chilled water
 - Consider potential consequences for district or regional systems where rates could suddenly increase if a single user reduces their consumption (campuses, central systems, water districts/regions, etc.)
 - Stand-by, ratchet, and interruptible rates and interconnection costs/tariffs/studies

Other/Remaining Issues

Action Items

- Site
- ESCO
- DOE

*Agenda is useable for both original task order and subsequent modifications. See the IDIQ contract for further requirements for modifications.

Proposal/IGA Midpoint Review Meeting Agenda (topics are suggestions)

Introductions/Roles

- Welcome by Agency
- Introductions and roles of each person in the project (PF)

Objectives of the Meeting

- Achieve understanding of what is proposed
- Gather all comments to deliver to ESCO

Review Items

- ECM technical descriptions, baselines, and savings
- M&V Plan
 - Witnessing
- Management Approach
 - Risk, Responsibility, and Performance Matrix
 - O&M, Repair & Replacement
- Updated TO Schedules

Wrap-Up/Next Steps

- Discussion of steps following comment delivery to ESCO
- Comment finalization completed by: _____
- Send further comments to: _____
- Is a follow up call or meeting required prior to sending comments to ESCO?

PROPOSAL/INVESTMENT-GRADE AUDIT (IGA): REVIEW CHECKLIST

Project Name _____

FEMP ID# _____

Agency _____

Project Facilitator _____

Date of Review _____

Overall

- IGA content consistent with Agency requirements
- All buildings included in the scope are appropriate given facility master plan
- Overall percentage energy and cost savings are reasonable
- Rebates and incentives were adequately pursued by ESCO
- Risks of emerging/underutilized technologies properly identified and brought to Agency's attention as necessary
- Where Agency accepting O&M responsibilities, reviewer has assessed the likelihood of problems and their potential impacts, and has brought these to the Agency's attention
- ESCO is responsible for O&M of equipment installed (required by 2017 IDIQ; Section C.8)
- Risk, Responsibility, and Performance Matrix consistent with Agency expectations
- M&V strategies and costs provide good balance between cost and Agency risk
- Reviewer has assessed the overall reliance on Option A methods to ensure appropriate, given risks
- Reviewer has examined percentage of project savings from electricity, gas, other fuels, water, and O&M, to identify where more extensive M&V should be emphasized
- Review comments from all reviewers (including SMEs) have been pulled together by the PF into a single document/package, provided to the Agency and contractor, and archived by the PF
- Analyses, notes, and other work done to support the PF's comments have been archived

For each form of energy and water (duplicate for each type of energy):

- Energy type: _____
- Baseline unit rate adequately documented.
- If blended rates are used, the methodology for calculating them is valid.
- Escalation rates adequately documented and consistent with FEMP recommendations (latest version of EERC tool utilized).

For each ECM (duplicate for each ECM):

- Technical Category: _____
- ECM Name: _____
- FPE notified of need for technology expert review, if necessary
- ECM suitable for intended purpose and consistent with agency requirements
- Construction cost consistent with similar ECMs in recent projects
- Proposed construction schedule reasonable and consistent with previous projects
- Commissioning plan is adequate
- Methodology used to calculate baseline energy use adequate and supported by the included measured data
- Operating hour and other assumptions are reasonable and well-documented
- Energy savings estimate consistent with similar ECMs in recent projects, and is adequately documented
- Interactive effects with other ECMs considered in the calculations
- Assessed the need for expert review of building models (DOE-2, EnergyPlus, etc.) and obtained secondary reviews as necessary
- Simulation models adequately calibrated
- Sampling of equipment to calculate baseline performed correctly
- Energy cost savings calculation consistent with energy savings estimate and baseline energy unit prices.
- Energy-related O&M cost savings reasonable, well-documented and consistent with FEMP guidance, and supported by customer evaluation
- Added O&M costs for additional equipment adequately documented, and included in cash flow
- For ECMs with expected useful life less than project term, replacement plan is documented and budgeted in project
- Post-installation M&V activities appropriate and adequate to determine potential to provide savings

- Annual M&V activities adequate and consistent with current FEMP guidance (reference latest version of M&V Guidelines: Measurement and Verification for Performance-Based Contracts)
- The IGA M&V plan includes a schedule indicating M&V activities, a recommended level of government witnessing for each ECM, and post-award M&V reporting milestones for each ECM (reference IDIQ Sec. C.4.2.B and Guide to Government Witnessing and Review of Measurement and Verification Activities)
- Planned measurements during post-acceptance M&V confirm performance as opposed to confirming intent (e.g., confirming that space temperatures actually change in the case of setbacks or an actuator moves versus confirming they are programmed to occur)
- Any sampling performed during M&V is adequate and consistent with FEMP guidelines (reference latest version of M&V Guidelines: Measurement and Verification for Performance-Based Contracts)
- Where M&V method depends on customer-maintained equipment like a BAS/EMCS, reviewer comments address the potential risks and/or recommend backup plan
- Where ECMs or M&V depend on connection to military LAN, reviewer comments address potential connection challenges and risks
- ECM lessons learned for energy generation (PV, wind, CHP, biomass, etc.), power purchase agreement, and emerging technology ECMs was reviewed and applied as appropriate for this project (lessons learned document available from <https://energy.gov/eere/femp/resources/implementing-federal-energy-savings-performance-contracts>)

TO Schedules

- TO schedules in proposal/IGA match those in eProject Builder

TO-1

- Implementation period savings and payments consistent with Agency expectations and FEMP guidance
- Estimated annual cost savings traceable to and consistent with ECM-level calculations
- Guaranteed cost savings consistent with estimated annual cost savings
- Annual contractor payments consistent with guaranteed cost savings, and are less than guaranteed savings in each contract year

TO-2a

- Components of the implementation price (columns a, b, and c) for each ECM are traceable to costs detailed in the proposal/IGA

- Activities that make up the M&V expense for each ECM are adequately described in the proposal/IGA and reasonable (for both M&V equipment installed at construction and post-installation M&V activities – see TO-2b parts b and j)

TO-2b

- M&V costs in parts b and j sum to the M&V expense total in TO-2a

TO-3

- Performance period service expenses adequately documented and consistent with previous projects of this size
- Interest payments for each year consistent with project interest rate and loan balance
- Loan balance correct for each year

TO-4

- Energy baseline and savings for each ECM and each form of energy consistent with calculations provided in the IGA
- Energy cost savings for each ECM and each form of energy consistent with energy savings and energy unit costs
- Other energy-related O&M costs for each ECM consistent with documentation in IGA
- M&V expense represents a reasonable balance of cost versus savings risk (one-time M&V expenses/costs on TO-2a and TO-2b may need to be considered in this assessment)

TO-5

- Cancellation ceiling for each year is consistent with remaining principle per Schedule TO-3 and agreed-upon cancellation penalty ceiling

Summary of Key Issues/Findings (List main areas of concern identified in review)

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Proposal/IGA Review Workshop Agenda* (minimum topics required to be covered are listed)

Introductions/Roles

- Welcome by Agency
- Introductions (as needed by PF)

Objectives of the IGA Workshop

- Bring all parties together to identify, discuss, and reach agreement on all remaining issues to enable Task Order award.

Resolution of Remaining Issues

- Final project scope
 - ECMs
 - M&V
 - Risk, Responsibility, and Project Performance
 - O&M, Repair & Replacement
 - Training
- Price Proposal
 - TO Schedules (sourced from eProject Builder)
 - Pricing
 - Financing
 - O&M, Repair, and Replacement
- Schedule
- Discuss transition from award to post-award and construction planning
- Other Items

Award Plan

- Plan/schedule for Task Order award.
- Plan/schedule for final eProject Builder verification

* Agenda is useable for both original task order or subsequent modifications. See the IDIQ contract for further requirements for modifications.

ESPC Project Financial Review

1. Requested by:
2. Date request received:
3. FEMP Project Number:
4. Date of Offer:
5. Project Investment:
6. One-time pre-performance period payment:
7. Post-acceptance performance period:
8. Offered project interest rate:
9. Calculated like-term Treasury rate:
10. Based on yield curve of:
11. Calculated premium:
12. Current rolling average premium:
13. Interest rates of projects awarded during the past three months:
14. Corresponding premiums:
15. Recommendations:
16. Prepared by:
17. Date submitted:

Attach Schedule TO-3.

Debrief for ESPC Projects

Date: _____

Project No./Name: _____

Agency: _____

Participants: _____

Project Overview: _____

Completed Phase for Debrief: Development(Award) Implementation(Build)

1. In the just completed phase of this project, what things worked especially well?

2. What aspects did not work or work well?

3. Did anything unexpected happen? How could we better prepare for the unexpected event?
Where there unexpected risks that occurred in this phase?

4. If you were repeating this project and money, time, and resources were not a factor, what 2-3 things would you do differently? What adds would you make toward achieving over-the-top success and excellence in execution?

5. Were there areas of support that the customer found of limited value? Most value?

ECM Lessons Learned - For Energy Generation, Power Purchase Agreement, and Emerging Technology ECMs

Energy Generation Technologies

All Energy Generation Technologies

1. Investigate National Environmental Policy Act (NEPA), National Historic Preservation Act, State Historic Preservation Officers (SHPO), and other associated siting or design considerations for the technology early on to understand practicality, and costs and timeline impacts (Shah). Some projects can require local aesthetic review and approval as well (Holda).
2. If the technology is to be grid-connected, grid connection should be thoroughly investigated and considered early in project development as connection requirements can be significant and their costs sizeable (Sharp, Holda).
3. If the technology is to be grid-connected, review the interconnection agreement carefully. Utilize GSA Areawide Contract Exhibit D. Assess retail wheeling and privatization impacts if they are involved (Shah). Resolving indemnification issues within interconnection agreements can take considerable time (Coleman).
4. New energy generation technologies may add new and unfamiliar equipment to the customer's infrastructure which could increase maintenance costs. Agencies should assess their ability to O&M these systems and determine if their current annual O&M budget will be impacted. It is recommended that O&M responsibilities be assigned where they are best managed, and that project economics consider any change to O&M costs (Sharp).

Combined Heat and Power (CHP) Systems

1. If not already part of agency review process, agencies might consider requiring ESCO's to provide reliability/performance history data from OEM's on advanced technologies (e.g., technology categories 10 & 11). Lack of reliability/performance data will help to highlight new technologies on market and/or new OEM's to technology space. (reference: multiple examples of up-time issues on small CHP ECMs typically NG fired reciprocating-engines).
2. Avoid use of blended rates, even at the Preliminary Assessment (PA) – use actual rate structure to better estimate economics.

Biomass Systems

1. Agencies should strongly consider having the ESCO perform O&M and be responsible for repair and replacement for these systems. Not only are these systems unfamiliar to most agency sites, some have proven to be operationally challenging and have equipment reliability issues.
2. Define who is responsible for biomass feedstock early. The government should be very cautious about accepting responsibility for biomass feedstock. Its availability can fluctuate with demand which can result in a lack of continuous feedstock and/or intense price swings. In addition,

quality of the feedstock can vary widely which could put considerable savings at risk if the quality degrades (Holda, Sharp).

3. The risk of unplanned outages and particularly the costs of acquiring alternative energy sources short term should be considered.
4. The potential impact of scheduled outages for planned and unplanned maintenance should be considered carefully to best manage utility cost impacts.

Photovoltaic (PV) and Wind Energy Systems

1. For PV systems, many power inverters continue to have expected lives less than that of the PV grid. As a result, a plan for replacement and that associated cost should be considered in the planning and economics of a PV measure (Sharp/Dahle/Coleman).
2. Compare renewable generation to load. If some export is expected, research net metering rules carefully (Shah).
3. Utilize very conservative (if any) demand charge savings estimates, unless the contractor is willing to guarantee savings (Shah). This appears to be related to the potential for intermittency of PV and wind energy.
4. Tailor project and the implementation approach based on your tariff and regulatory environment (standby charges; possible tariff changes due to load characteristic changes; if electricity sale planned (beyond net metering), what regulations apply, such as feed-in tariff, Public Utility Regulatory Policies Act of 1978 (Shah).
5. Review the Buy America Act and determine how it may affect your project. Buying modular overseas and assembling in America is sometimes done (Wolf).
6. If renewable project shades the ground, remember to consider the many potential siting needs such as: fencing, lighting, guttering/drainage, ground cover, ground maintenance (Coleman).
7. Investigate available incentives for renewable energy projects (Shah).

Renewable Energy Credits and Solar Renewable Energy Certificate (SREC) Sale Considerations

1. Carefully consider SREC sales if part of project. Not always permissible. Project ownership is important (private vs. government) – ASBCA decision (see <http://energy.gov/eere/femp/downloads/fupwg-winter-2014-meeting-agenda-report-and-presentations>)
2. SREC markets are volatile – best to award contract quickly to avoid problems associated with significant SREC price reductions
3. Consider retaining RECs in out years since SREC values may be low (re-negotiate contract if it turns out they are valuable)

Power Purchase Agreements

1. Ensure that your state and utility allow PPAs if this is planned implement method (Shah).

Emerging Technologies

1. If the agency has an interest in emerging technologies, seek out the ESCOs experience early such as at the NOO. Perhaps even put a requirement in the NOO (Hattery).
2. Consider a limited-scale demonstration of the technology during the IGA phase before the technology is locked in on a wider scale (for more information: Holda)
3. The ESCO experience, inexperience, or need to contract out associated with emerging technologies can affect pricing so an agency might want to consider these in advance (Stetz)

4. Look for cooperation among project partners. Emerging technology measures often require a mix of motivation and tolerance between partners. Partners are either motivated to incorporate the technology into the project or tolerant to have it as part of the project.
5. Perceived risks need to be identified, managed, and/or mitigated. Risk can be reduced by being properly shared among the parties, and by acquiring more detailed technical information
6. Consider leveraging technology experts from the USDOE National Labs and/or private sector to educate stakeholders and emphasize value and benefits.

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ESPC Project Review Comment Template (Word version)

Project Name/No.:		Date of Document:	
Contract No.:		Comments Due By:	

Type of Submittal/Deliverable				Reviewer	
NA*	Preliminary Assessment*		Commissioning Report	(Name)	(Date)
	Proposal/Investment Grade Audit (IGA) Midpoint Review		Post-Installation Report		
	Proposal/IGA		Year 1 Annual Report	(Phone)	(Email)
	Commissioning Plan		Other (ID):		

No.	Page#, ECM, Sect., or Dwg.	Reviewer Comment	Reviewer	Contractor Response	Agency Response (Accept or Additional Discussion)
1					
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No.	Page#, ECM, Sect., or Dwg.	Reviewer Comment	Reviewer	Contractor Response	Agency Response (Accept or Additional Discussion)
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30		Insert rows as needed (right click, Insert)			

* FEMP has a PA review template that the agency can use that is specifically designed for the higher-level review conducted for a preliminary assessment. This recommended template is available under the listing "PRELIMINARY ASSESSMENT/2008 DOE IDIQ Preliminary Assessment Review for Federal ESPCs" from the FEMP ESPC resources page at: <http://energy.gov/eere/femp/resources-implementing-energy-savings-performance-contracts>



- ① Acq Planning
- ② ESCO Select.
- ③ **Proj. Development**
- ④ Implementation
- ⑤ Performance

ESPC Project Review Comment Template
 ESPC Process Doc. P3-09E
 Rev. 08-27-18
 Responsibility: PF

ESPC Project Review Comment Template (Excel version)

Project Name/No.:		Date of Document:	
Contract No.:		Comments Due By:	
Type of Submittal/ Deliverable (check one):	NA* Preliminary Assessment (Agency CO guides this review; a template is available*)	Commissioning Report	
	Proposal/Investment Grade Audit (IGA) (midpoint review)	Post-Installation Report	
	Proposal/IGA (100%)	Year 1 Annual Report	
	Commissioning Plan	Other (ID):	

No.	Page#, ECM, Section, Dwg.	Reviewer Comment	Originator	Contractor Response	Agency Response (Accept or Additional Discussion)
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* FEMP has a PA review template that the agency can use that is specifically designed for the higher-level review conducted for a preliminary assessment. This recommended template is available under the listing "PRELIMINARY ASSESSMENT/2008 DOE IDIQ Preliminary Assessment Review for Federal ESPCs" from the FEMP ESPC resources page at: <http://energy.gov/eere/femp/resources-implementing-energy-savings-performance-contracts>

Phase 4: Project Implementation to Acceptance

Construction Kickoff Meeting Agenda **(minimum topics required to be covered are listed)**

Introductions/Roles

- Welcome by agency
- Introductions and roles of each person in the construction phase
- Objectives of the meeting
- Designate a meeting note taker

Organization and Communications (Agency/ESCO)

- Function and authority of key agency personnel (CO, COR, other) (identify name of individuals)
- Function and authority of ESCO key personnel (identify names of individuals)
- Roles and responsibilities of agency and ESCO
 - Emergency notification process
 - Communication protocols (process, emails, approvals, etc.)
 - ESCO subcontractor oversight expectations
 - Team leads for M&V, witnessing, commissioning, and inspections (identify names)
 - Written agreement if needed (e.g., tri-party) clarifying responsibilities (personnel and costs)

Reporting Requirements/Post Award Deliverables (Agency/ESCO)

- Ensure mutual understanding of TO requirements and deliverables
- Deliverables (refer to IDIQ contract Attachment J-4)
 - Updated organizational chart (if needed)
 - Updated implementation schedule
 - Commissioning report (should include point-to-point testing results)
 - Post-Installation M&V report
 - Davis-Bacon report (payroll statements)
 - Notification of utility interruption
 - Operation work procedure
 - Maintenance work procedure/maintenance work requirements and checklist
 - O&M manuals and spare parts lists
 - As-built drawings
 - Training

Contract Clauses (Agency/ESCO)

- General and construction contract clauses
 - Ensure understanding of all related post award clauses associated with the construction portion of the delivery order requirements (e.g., payroll records, subcontractor requirements, Buy American Act)
 - Inspection and acceptance clauses at DOE IDIQ Section E and others added by agency (FAR 52.246-2,4,12,13,16)
- Government furnished property & contractor furnished material (applicable or not applicable)

Site Specific, Facility Access & Security Requirements (Agency/ESCO)

- Project office/siting approval

- Contractor personnel site and/or building access requirements; non-citizen access requirements for prime and subcontractors
- Security badging process and badging/ lower-tier subcontractor list
- Escorts – process and coordination
- Restrictions/allowable equipment (e.g. cell phones, laptops and radios)
- Vehicle access approval requirements
- On and off-hour access
- Keys (If applicable)
- Vehicle licensing /registration
- Staging/lay-down yard and/or office space allocations for contractors

Construction (ESCO)

- Construction schedule
- Schedule for construction update meetings
- Project status reports
- Plan of the Day (POD)/Plan of the Week (POW) meetings during construction (see page 3, example Agenda for POD/POW Meetings)
- Equipment data sheets
- Submittal schedule, coordination of submittal reviews, and approval process
- Preparing reviewers to ensure review readiness (ensure understanding of ESPCs)
- Project charter and/or partnering sessions (as needed)
- Weekly meetings (include subcontractors when beneficial)
- Changes and contract modifications (plan and implications)

Safety & Environmental Planning (Agency/Site Staff)

- Site-specific safety plan, worker licensing and certifications
- Burn permit approval requirements
- Safety training
- Hazardous materials
 - Either stored or as a part of the facility, have been located and identified
 - Site specific requirements for hazardous material handling identified
 - Asbestos, MSDS, PCB's, lead based paint, etc.
- Site injury reporting and response requirements
- Environmental permits prior to construction
- Site characterization testing, mitigation of adverse conditions, hazard monitoring (e.g., asbestos)

Quality Control and Quality Surveillance

- ESCO quality control plan (DOE IDIQ C.5.3)
 - Implementation progress
 - Testing/witnessing/other Issues
 - Changes
- Agency Surveillance
 - Verify that contract requirements are fulfilled and document performance
 - Inspections (do not relieve the contractor of responsibility)

Permits/Outages (Agency)

- Utility service interruption permits approval
- Utility reconnect permits approval (including hot-work permits)

- Site personnel support for outages
- Service interruption scheduling
- Low voltage outage permits
- Lock-out/tag-out procedures
- Excavation/penetration permits (include indication of digging equipment) and marking boundaries

Acceptance

- Timing
- Procedures
- Roles and authority

Example Agenda for Plan-of-Day (POD)/Plan-of-Week (POW) Meetings (ESCO)

- Objective
- Look ahead schedule (30, 60, 90 days)
- Safety
- Quality control (expectations/documentation)
- Commissioning
- Measurement and verification/witnessing (government and ESCO should understand purpose)
- As-built(s)
- Training
- Crane movements and locations reviewed for overhead hazards
- Construction start coordination requirements
- Long lead times
- Worker certifications (welding, electrical, etc.) up-to-date
- Site debris and removal
- Punch list
- Testing/inspection/acceptance (including acceptance procedures by ECM)

Post-Award Conference Meeting Agenda (minimum topics required to be covered are listed)

Introductions/Objectives

- Welcome by agency contracting officer (or designated chairperson)
- Introductions
- Objectives of the meeting
 - Achieve a clear and mutual understanding of all contract requirements
 - Continuity and transitions from pre-award to post-award to be included in each discussion below. People, responsibilities, work, etc.
 - Identify and resolve potential problems
 - Not intended to change the contract, but should identify and clarify ambiguities
 - Provide written documentation on areas requiring resolution, controversial matters, participants assigned responsibilities for further actions, and due dates (who, what, where, when, and why within contractual schedule).

Roles, Responsibilities, Authority of each person

- Procurement Contracting Officer/Administrative Contracting Officer
- Agency Contracting Officers Representative (delegation of authority)
- Other agency key personnel (including M&V witnessing)
- ESCO primary point of contact
- Other ESCO Key personnel
- ESCO's key subcontractor personnel (as applicable) – (the ESCO is responsible for subcontractors and the government has no privity)
- As applicable, review Tri-Party Agreement or M&O type agreements

Communication Protocols

- Communication roles and responsibilities
 - ESCO to feds and feds to ESCO
 - Gatekeepers agency CO/COR are primary POCs
 - Gatekeepers identify the ESCO primary POC
- 2 week/30/60/90 day look ahead discussion
- Process, emails, approvals, etc.
- Emergency notification process
- Site access requirements and security (including cyber when applicable)

Task Order Contract Terms and Conditions

- Ensure mutual understanding off all task order contract terms and conditions
 - Project scope (include coordination with needed agency POCs, e.g., facilities, utilities, operations, security/cyber-security, data center, resilience, etc.)
 - Performance of Energy Conservation Measures/Work Breakdown Structure
 - DOE IDIQ flow down contract clauses
 - Task order specific clauses
 - Savings guarantees

Contract Deliverables – Post-Award (refer to IDIQ Attachment J-4)

Review status of IDIQ Attachment J-4 post-award deliverables (applicable sections in IDIQ referenced).

<ul style="list-style-type: none"> • Certificate of Insurance (Sec. H.9) 	<ul style="list-style-type: none"> • Performance Bond (Sec. H.7) 	<ul style="list-style-type: none"> • Payment Bond (Sec. H.7)
<ul style="list-style-type: none"> • Safety & Health Plan (Sec. H.10.D) 	<ul style="list-style-type: none"> • ECM Quality Control Inspection Plan (Sec. C.5.3) 	<ul style="list-style-type: none"> • Work Schedule (Sec. C.14)
<ul style="list-style-type: none"> • Work Outside Normal Hours (Sec. C.14) 	<ul style="list-style-type: none"> • Design & Construction Package (Sec. C.5.1) 	<ul style="list-style-type: none"> • Commissioning Plan (Sec. C.5.4.B)
<ul style="list-style-type: none"> • Operation Work Procedure and Checklist (Sec. C.6.B/C) 	<ul style="list-style-type: none"> • Maintenance Work Procedure and Checklist (for each ECM; Sec. C.7.B/C) 	<ul style="list-style-type: none"> • Notification of Utility Interruption (Sec. C.5.6)
<ul style="list-style-type: none"> • O&M Manuals and Spare Parts Lists (Sec. C.10.1) 	<ul style="list-style-type: none"> • As-built Drawings (Sec. C.5.7) 	<ul style="list-style-type: none"> • Commissioning Report (Sec. C.5.4.C)
<ul style="list-style-type: none"> • Post-Installation Report (Sec. C.4.2.C) 	<ul style="list-style-type: none"> • Annual M&V Report on ECM Performance (Sec. C.4.2.D) 	

Project Schedule and Milestones

- Review project schedule included in ESCOs proposal
- Discuss design and design review schedule
- Discuss any known potential barriers and obstacles
- Discuss how changes to the project schedule (within scope) will be coordinated
- Plan for agency ESPC Project Manager and the Construction Manager to review the TO RFP per Sec. 11 of FEMP Best Practices guidance

Project Design

- Review of design in awarded task order
 - Discuss what percentage of design was completed at task order award and what remains post award
- Design changes process
- ESCO design, drawings, installation plans, health and safety plan, quality control inspection plan, etc. submittal process
- Government review and approval process (including specification reviews and approvals)
 - Who performs reviews
 - Timeframes for approval
 - Discuss any known potential barriers and obstacles

Requirements for Proceeding to Construction

- Not authorized until design have been approved by the government
- Agency to issue Notice to Proceed with Construction

Government Acceptance

- Overall Process
- Authorities and timeframes
- Equipment title transfer and documentation

- Discuss any known potential barriers and obstacles

Contractor Payments

- Fixed price contract
- Contract terms and conditions including task order schedules

Reporting Requirements after Project Acceptance

- Annual post award M&V reporting
- Subcontractor reporting, other reporting

Scope Changes, Contract Modifications, and Subsequent Phases

- Discuss process
 - Administrative
 - Within scope
 - Outside scope
 - Timing/schedule related to modifications/phases

POST-INSTALLATION REPORT: REVIEW CHECKLIST

Project Name _____

FEMP ID# _____

Agency _____

Project Facilitator _____

Date of Review _____

M&V Report Title _____

M&V Report Date _____

Overall

- Post-Installation Report has been reviewed in accordance with “Reviewing Post-Installation and Annual Reports for Federal ESPC Projects” guidance (reference IDIQ, Sec. C.4.2.C and Attachment J-17)
- Post-Installation Report follows the required outline and contents (reference IDIQ Sec. C.4.2.C and Attachment J-9)
- Post-Installation Report includes results of eProject Builder output and M&V data and calculations (reference IDIQ, Sec. 4.2.C and Attachment J-15)
- Inspections and measurements conducted by the Contractor are witnessed by the ordering agency in accordance with guidelines (reference IDIQ Sec. 4.2.C and "Guide to Government Witnessing and Review of Measurement and Verification Activities")
- Documentation of government witnessing is included in the annual M&V report (per IDIQ Attachment J-9, Sec. J-9.2.3.C)
- Reported M&V results (including measurements, monitoring, and inspections) are consistent with the M&V Plan in the awarded proposal (reference “ Reviewing Post-Installation and Annual Reports for Federal ESPC Projects”, Post-Installation Report Checklists, Part 2.1)

- Any changes in project scope between the final proposal (or Task Order contract) and as-built conditions are detailed (reference " Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Post-Installation Report Checklists, Part 1.2)
- Any energy and/or cost savings adjustments from the final proposal (or Task Order contract) are summarized (including any needed baseline adjustments) (reference " Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Post-Installation Report Checklists, Part 2.4)
- Issues/deficiencies that need follow up were identified and have been relayed to the agency/site and the ESCO (reference " Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Steps 5 and 6 and Post-Installation Report Checklists, Part 2.3)
- Rates in the final proposal (or Task Order contract) were used to calculate savings and rates adjustment factors were applied correctly (reference " Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Post-Installation Report Checklists, Part 2.4)
- Calculations of construction period savings are summarized (reference " Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Post-Installation Report Checklists, Part 1.6)
- Based on post-installation testing, savings guarantee in Year 1 is expected to be met (or detailed explanation is provided if not expected) (reference " Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Post-Installation Report Checklists, Part 1.2)
- Project Facilitator supports the approval/acceptance of the post-installation report based on their review

Summary of Key Issues/Findings (List main areas of concern and clarifications identified in review)

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ANNUAL M&V REPORT: REVIEW CHECKLIST

Project Name _____

FEMP ID# _____

Agency _____

Project Facilitator _____

Date of Review _____

M&V Report Title _____

M&V Report Date _____

Overall

- Annual report has been reviewed in accordance with “Reviewing Post-Installation and Annual Reports for Federal ESPC Projects” guidance (see IDIQ, Sec. C.4.2.C and Attachment J-17)
- Annual report includes an annual M&V schedule report generated from eProject Builder (see IDIQ, Part J.15.3.e and Attachment J-15)
- Annual M&V report follows the required outline and contents (IDIQ Sec. C.4.2.D and Attachment J-10)
- Inspections and measurements conducted by the Contractor are witnessed by the ordering agency in accordance with guidelines (see "Guide to Government Witnessing and Review of Measurement and Verification Activities")
- Documentation of government witnessing is included in the annual M&V report (per IDIQ Attachment J-10, Section J-10.2.2.C)
- Annual M&V report contains a “running log” that documents, on a continuous, annual basis, the changes or impacts that have affected the ability of the project to generate energy savings (IDIQ, Sec. C.4.2.E)
- Annual M&V report contains a copy of each year’s previous comments and responses in its Appendix (IDIQ, Sec. C.4.2.F)

- Annual M&V report contains records that document the ECM affected, dates of incidents, repairs, and/or replacements implemented, and descriptions of activities performed. This applies to operations and maintenance (including inspections), repair, and replacement activities (regardless of who performs the work) (IDIQ, Sec. C.6.D and E)
- Impact of all deficiencies or enhancements on the generation of savings have been described, including but not limited to (reference IDIQ Sec. J-10.1.3 (including completed Table 3), J-10.1.5 (including completed Table 4), J10.2.2 Part H, J10.2.6 and "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Annual Report Checklists, Parts 1.5, 2.2, and 2.5):
 - a) O&M (including preventative maintenance)
 - b) Performance
 - c) Repair and replacement
- Issues/deficiencies that need follow up have been relayed to the agency/site and the ESCO (reference "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Annual Report Checklists, Parts 1.5, 2.2, and 2.5)
- Reported M&V results (including measurements, monitoring, and inspections) are consistent with the M&V Plan in the awarded proposal (reference "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Annual Report Checklists, Parts 2.1 and 2.2)
- Any energy and/or cost savings adjustments are summarized (including any needed baseline adjustments) (reference "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Annual Report Checklists, Parts 1.4 and 2.3)
- Rates in the final proposal (or Task Order contract) were used to calculate savings and adjustment factors for rates were applied correctly (reference "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Annual Report Checklists, Parts 1.6 and 2.3)
- Savings guarantee was met (or detailed explanation provided if not fulfilled) (reference "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects", Annual Report Checklists, Part 1.2)
- Project Facilitator supports the approval/acceptance of the annual report based on their review

Summary of Key Issues/Findings (List main areas of concern and clarifications identified in review)

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