**U.S. Department of Energy**

**Operations and Maintenance**

**Request for Proposal (RFP) Template for**

**Government-Owned Solar Photovoltaic (PV) Systems**

**For Full and Open Contracts**

**Version 1**

**DISCLAIMER**

This template is intended as a resource only. ***It is the responsibility of Government staff to ensure that all procurements – including operations and maintenance (O&M) services for solar photovoltaic (PV) systems – follow all applicable federal requirements and agency-specific policies and procedures***. The use of the full and open contracting model should be understood by agency decision makers early in the process. All documents comprising an O&M contract must be thoroughly reviewed by agency contracting and legal staff and should be modified to address each agency's unique acquisition process, agency-specific authorities, and project-specific characteristics.

**INSTRUCTIONS FOR USING THIS TEMPLATE**

This document is meant to be used as a customizable template for federal government agencies seeking O&M services for their solar PV systems. The drafter of this contract shall add, remove, edit, and/or change any of the template language so as to fit the needs and requirements of the agency.

All instructions, options, and background information are indicated by “[ ].” Sections that provide options for the contract drafter are presented in *blue italics*. Fill-in-the-blank areas are indicated with the symbols “< >” and presented in *red italics*. Additional resources and reference documents are notated with footnotes.

This document is based on the Uniform Contract Format (UCF).

This document is not a complete RFP. Some sections have been left blank or incomplete and provide instructions for the RFP drafter to include relevant information such as FAR clauses and agency-specific requirements. Clause duplication should be avoided to prevent language conflicts that may occur due to document edits.

This RFP assumes that FAR Part 12 Commercial Items is utilized. Agency contracting and legal staff should determine if this is appropriate. The clauses, especially the Davis Bacon Act and the Service Contract Act, should be carefully reviewed to ensure that there is no conflict between FAR Parts. The RFP should be modified accordingly if an agency decides not to use FAR Part 12.

**IMPORTANT:** The following items must be deleted from the template before solicitation:

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

**Resources on Solar PV Operations and Maintenance**

For more information on solar PV operations and maintenance, please visit the Federal Energy Management Program (FEMP) website below:

<https://www.energy.gov/eere/femp/optimizing-solar-photovoltaic-performance-longevity>.

**Solar PV and Severe Weather Regions**

For any concerns of potential damage to solar PV systems from severe weather events, please contact DOE FEMP’s Rachel Shepherd at Rachel.Shepherd@ee.doe.gov.

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**PART I – THE SCHEDULE**

# SECTION A – SOLICITATION/CONTRACT FORM

## A.1 – DEFINITIONS

*[NOTE: This template includes definitions that are specific to energy projects and solar PV operations and maintenance (O&M) in particular; this list is not exhaustive, add other definitions as necessary. For any conflicts between definitions in this document and related FAR clauses, it will be the FAR clauses that supersede any terms defined in this document.]*

The terms defined in this Definitions section shall include the plural as well as the singular and the singular as well as the plural. Except as otherwise indicated, all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof. When used in the Contract (as defined below), unless otherwise defined therein, the following terms shall have the respective meanings set forth below:

**“Additional Services”** are needed to correct unplanned equipment repair and/or replacement(s) and occur during this contract. Additional Services cannot be predicted and therefore must be priced and planned for on a cost-plus basis. This is separate in meaning from “Corrective” and “Preventive” services.

**“Applicable Permits”** means each and every material national, autonomic, regional and local license, authorization, certification, filing, recording, permit, or other approval with or of any Governmental Authority, including, without limitation, any agreement, consent or approval from or with any other Person that is required by any applicable Law or that is otherwise necessary for performance of Services.

**“Architectural and Engineering (A&E) Firm”** means an entity separate from the Contractor that is hired by the Government to conduct a full PV system inspection to identify the Baseline Conditions and provide a complete scope of work listing all Corrective Services needed to be performed in order to achieve Normal Operating Conditions of the PV system.

**“Baseline Conditions”** means the current conditions of the existing PV System before any O&M services are performed to achieve Normal Operating Conditions.

**“Base Year”** means that for contracts with Option Years, the Base Year is year one. Base Year with Option Years is used when agency annually appropriates funds for the O&M contract.

**“Consumables”** are materials used in Preventive Services (e.g. inverter filters, soap for module cleaning)

**“Consumer Price Index (CPI)”** is an index used to account for inflation and used in this contract to calculate price increases from base to option years.

**“Contract,”** also referred to as “Agreement” means the mutual binding legal relationship, resulting from this solicitation, including Sections A-K of the Request for Proposal, any Amendments, the Schedules and Exhibits attached hereto, and the Contractor’s price proposal in response to the solicitation.

**“Contractor”** means a company that responds to Solicitation through formal submission of bid documents that may or may not be selected and receive the award. Contractor is also the company that receives award and moves forward to perform scope of work under the terms set forth in contract.

**“Contracting Officer”** (CO) means a person(s) with the authority to enter into, administer, and/or terminate Contracts and task orders, and make related determinations and findings on behalf of the Government. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer (AKA Contract Specialist)

**“Contracting Officer’s Representative (COR)”** means a person or persons who verifies Contractor performance of technical requirements in accordance with Contract terms, conditions, and specifications; performs inspections; and serves as liaison between the CO, the federal sites, and the Contractor. The approval authorities and limitations for each COR shall be established by the CO and can be available to the Contractor upon request.

**“Corrective Services”** means needed repairs and routine maintenance to an existing PV system that have been delayed and are critical for the PV system to achieve Normal Operating Conditions.

**“DOL Labor Wage”** means the U.S. Department of Labor’s enforced basic minimum wage and overtime pay standards set forth in the Fair Labors Standards Act (FLSA).

**“Emergency”** means an event occurring at any Site, or any adjoining property, that (a) poses actual or imminent risk of (i) serious personal injury, or (ii) material physical damage to the PV System, and (b) requiring, in the good faith determination of Contractor or Government, immediate preventive or remedial action.

**“Expected Performance”** means an up-to-date description of the essential functions and level of efficiency of the PV system, often including expected energy delivery or Key Performance Indicators such as Performance Ratio and Availability. Expected performance is often based on modeling (SAM, PVWatts, etc.) by may also be based on comparison to similar systems or other means.

**“Field Service Reports”** shall have the meaning set forth in Section C.6.

 **“Government”** means the governmental agency that is procuring the operations and maintenance services from the Contractor and agreed upon via this contract.

**“Governmental Authority”** means any international, federal, state, local, or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory, or administrative body, having jurisdiction as to the matter in question.

**“Hazardous Materials”** means (a) hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.O. Section 9601 et seq.; (b) hazardous wastes, as defined in by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (c) petroleum and petroleum products; (d) any radioactive material, including, without limitation, any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq.; (e) asbestos in any form or conditions; (f) polychlorinated biphenyls; (g) any other material, substance or waste to which liability or standards of conduct can be imposed under any Law related to protection, preservation or conservation of the environment and public or worker health and safety, including, but not limited to applicable state and local statutes, rules and regulation; and (h) all materials defined as “Hazardous Materials”, or “Hazardous Substances.”

**“Law”** or **“Laws”** means any statute, law, treaty, convention, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree, or other legal or regulatory determination or restriction issued, adopted, administered or implemented by a court or Governmental Authority, including any of the foregoing that are enacted, amended, or issued after the start of this contract; or any binding interpretation of the foregoing.

**“Normal Operating Conditions”** means the status of the PV System when all maintenance issues are resolved and the PV System is achieving its Expected Performance.

**“Offeror”** an entity comprised by one or more entities that are qualified according the requirements herein to submit a bid response to the Government’s request for proposals.

**“Option Year”** or **“Option Years”** refer to the specified year(s) after the Base Year for contracts executed using annual appropriations

**“Performance Reports”** shall have the meaning set forth in Section C.15.8.

**“Person”** means an individual, partnership, joint venture, corporation, limited liability company, trust, association or unincorporated organization, or any Governmental Authority.

**“Preventive Services”** means those maintenance actions that are done on a preplanned schedule (usually annually) and are items that if not done will negatively affect the safety, longevity and performance of the PV System. This includes all labor, supplies, materials, equipment, and subcontracts deemed necessary to perform the requirements of the Preventive Services.

**“PV System”** means the PV Array and Balance of System (i.e., conduit inverter(s), racking) involved in the generation of electricity.

**“PV Array”** means the photovoltaic modules used in the generation of electricity and the racking/structure used to support the modules.

**“PV System Monitoring Equipment”** shall have the meaning set forth in Section C.15.2.

 **“Replacement Components”** means the materials that are used in Corrective Services and Additional Services. Replacement Components shall be procured by the Contractor.

**“Replacement Component Handling Fee”** is the fee expressed as a percentage of the total cost added onto the purchase of Replacement Components by the Contractor and is applied to Corrective and Additional Services.

**“Site”** means the site address as set forth in Section B.1 where all services will be performed.

**“Subcontractors”** means any subcontractor, of any tier, or supplier of services to Contractor or any subcontractor, of any tier that has executed a contract with the Contractor to perform Services set forth this Agreement.

[END OF SECTION]

# SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the agency.]*

## B.1 - SCOPE OF THE CONTRACT

The Contractor shall furnish all necessary staff, supplies, materials, and equipment to provide *<agency>* with Operations and Maintenance (O&M) services located at *<site address>.*

## B.2 - TYPE OF CONTRACT

This is a Firm-Fixed Price and Indefinite Quantity Service contract. This is designed to be FAR Part 12 Commercial Items contract.

## B.3 – CLIN TABLE

This is a combination Firm Fixed Price contract and includes Preventive Services, Corrective Services, Additional Services, and Replacement Component Handling Fees. See Definitions for details on these services.

|  |  |  |
| --- | --- | --- |
| CLIN Item 001 | Corrective Services *<Contractor Generates Corrective Services SOW>**Or**<A&E Firm Generates Corrective Services SOW>* | Use Attachment 1 for Loaded Labor Rates |
| CLIN Item 002 | Preventive Services | Base Year 1 Firm Fixed Price ($)(Option Year Prices will be Base Year \* Annual CPI) |
| CLIN Item 003 | Additional Services | Use Attachment 1 for Loaded Labor Rates |
| CLIN Item 004 | Replacement Component Handling Fee | Cost of Replacement Component Plus Percentage |

*[Many agencies face significant backlogs of deferred maintenance issues (Corrective Services) that prevent PV Systems from achieving their expected performance. To fully understand the scope of work needed, it will require the use of a qualified technician to test and inspect the PV System. The agency can choose one of two methods to test and inspect for the Corrective Services need to bring the PV System to Normal Operating Conditions:*

1. ***Contractor Generates Corrective Services SOW*** *- At the start of the Contract, the Contractor shall conduct a full detailed inspection of the PV system and identify its Baseline Conditions and any life safety issues. Since the full scope of work and cost of Corrective Services cannot be known in advance without prior inspection and testing by qualified technicians, the Contractor and the Government shall mutually develop a Corrective Services scope of work. The Contractor shall perform all Corrective Services listed in the scope of work to bring the PV system to Normal Operating Conditions. The Contractor shall be paid for the inspection, testing, and performance of Corrective Services plus materials purchased using Attachment 1.*
2. ***A&E Firm Generates Corrective Services SOW*** *- The Government shall hire an A&E firm, separate from the Contractor, to conduct a full detailed inspection of the PV system, identify its Baseline Conditions and any life safety issues. The A&E firm will provide a scope of work to the Government listing all Corrective Services needed to bring the PV System to Normal Operating Conditions. The A&E firm will be paid for the inspection and testing of the PV system. When a contractor has been selected, the Contractor will perform all Corrective Services detailed in the scope of work as mutually agreed upon with the Government. The Contractor will be paid for performing the Corrective Services plus materials purchased using Attachment 1.]*

*[****NOTE****: If the second method is chosen, a separate solicitation will need to be made to hire an A&E firm to conduct the full PV System inspection.]*

*[Some sites may be faced with a significant amount of Corrective Services that need to be performed in order to bring the PV system from Baseline Conditions to Normal Operating Conditions. If the cost to bring the system to Normal Operating Conditions is too burdensome for the agency to complete all at once, the writer of the contract can add line items to the CLIN table for the Contractor to perform Corrective Services in phases. The agency should strongly consider safety as a prioritizing factor when deciding what corrective actions to implement.]*

## B.4 - SET-ASIDE

This requirement *<is/is not>* 100% set-aside for Small Business.

## B.5 - NAICS CODE

The NAICS Code assigned to this procurement is *<NAICS Code>* with *<small business size standard>* of *<dollar amount>.*

## B.6 - CONTRACT TERM

This contract contains provisions for a Base Year with four (4) Option Years, not to exceed sixty (60) months or five (5) years. See Section I.8 for relevant FAR clause.

### B.6.1 - AWARD OF OPTION YEARS

The award of Option Years is not guaranteed. Options years will be awarded at the discretion of the Government.

## B.7 - BONDING REQUIREMENTS

If construction work is needed, then a payment and performance bond may be required.

## B.8 - PRICE SCHEDULE

The Government will pay the contractor in accordance with the labor categories listed in Attachment 1.

### B.8.1 - PRICE SCHEDULE – OPTION YEARS

For Option Year one (1) through four (4), prices shall be adjusted annually using the Consumer Price Index (CPI) method or other recognized indicator of annual market inflation. For unexpected cost increases exceeding CPI, Contractor may present cost data to Contracting Officer for consideration.

Option Years are subject to availability of funds, as per FAR 52.232-18 Availability of Funds.

## B.9 - OVERTIME

If overtime is proposed for any Corrective and/or Additional Services, it will be paid at the DOL Labor Wage rate. The Contractor shall obtain COR approval for overtime in advance of working.

## B.10 - ADJUSTMENTS RESULTING FROM DEPARTMENT OF LABOR WAGE DETERMINATION REVISIONS

Annually, the Government shall provide the Contractor with Department of Labor Wage Determinations. Any future adjustments for Option Years will be calculated based on the labor mix of the employees at the time of award.

[END OF SECTION]

# SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the agency.]*

## C.1 - PREVENTIVE, CORRECTIVE, AND ADDITIONAL SERVICES

During the term of this agreement, Contractor shall perform the Preventive Services in the scope set forth in Section C. As mutually agreed upon by the Government and the Contractor, the Government may request that Contractor provide Corrective or Additional Services related to the PV System but beyond the scope of the Preventive Services. The terms and conditions of any Corrective or Additional Services shall be set forth in a written work order signed by both Parties. General terms and conditions established in this contract shall apply, and the specific scope of work and budget for each Corrective or Additional Service, plus any specific terms and conditions, shall be set forth in a contract signed by both the Government and Contractor.

All maintenance work shall conform to minimum requirements found in IEC 62446-2 PV Solar Array Maintenance.

 *[As set forth in Sections B.3, the Government can choose one of two methods for Corrective Services to be identified and performed in order to bring the PV system to Normal Operating Conditions. The Government Contracting Officer must delete the option not chosen prior to solicitation.]*

### C.1.1 – CORRECTIVE SERVICES – CONTRACTOR GENERATES CORRECTIVE SERVICES SOW

See Section B.3 for instructions.

### C.1.1 – CORRECTIVE SERVICES – A&E FIRM GENERATES CORRECTIVE SERVICES SOW

See Section B.3 for instructions.

### C.1.2 – PREVENTIVE SERVICES

See Section C.2 for instructions.

### C.1.3 –ADDITIONAL SERVICES

The Contractor shall perform any Additional Services set forth in Attachment 1 at the request of the Government as mutually agreed to.

If communications from the Government indicate that the PV System requires maintenance, repair, or service that would constitute an Additional Service (for example, as a result of vandalism, remodeling, or roof leaks), Contractor shall have no obligation to complete the Additional Service required, except in the event of an Emergency as set forth in Section C.11. Contractor’s labor rates, hours of work, and minimum hours for Additional Services are set forth in Attachment 1. Except to the extent set forth in such work order, the general terms and conditions of this agreement shall apply to any Additional Services. Upon completion of any Additional Services, Contractor shall notify Government in writing by delivering a Field Service Report.

If Additional Services that involve labor are not represented in Attachment 1, then Contractor to bill the Government on a cost plus *<percentage>.*

## C.2 –PREVENTIVE SERVICES

Preventive Services shall be routine work as described herein.

### C.2.1 – MODULE INSPECTIONS

*[There are a variety of methods that a Contractor can utilize when conducting inspections of PV modules. The Government shall choose one or a combination of any of the following methods detailed in C.2.1.1-A, C.2.1.1-B, and C.2.1.1-C. The Government Contracting Officer must delete the option not chosen prior to solicitation.]*

*[There are a number of factors that must be accounted for when asking a Contractor to conduct these different inspection methods such as PV system size, Contractor capability, and cost to agency.]*

*[Module inspections will get the best results if they are conducted after module cleanings.]*

Module inspections shall be conducted *<frequency[[1]](#footnote-1)>.* The Contractor shall notify the COR of any damage and submit a Field Service Report to COR within 7 days. The Contractor shall identify whether the damage can be corrected under a current equipment warranty. The Contractor shall include the location and relevant serial numbers of damaged modules to include in the Field Services Report.

#### C.2.1.1-A - VISUAL INSPECTIONS OF MODULES

The Contractor shall walk through each row of the PV Array(s) and check the PV modules for signs of the following damages:

1. Cracked glass and underlying burn marks behind broken glass.
2. Significant discoloration or peeling of films on front or back face of module.
3. Significant discoloration of encapsulants.
4. Delamination; encapsulant and cells detached from glass.
5. Shorted by-pass diodes.
6. Cracking, discoloration, or delamination of back sheet.
7. Burn marks and pattern visible on back sheet.
8. Detached junction box on back of module.
9. Shorted junction box.
10. Shorted and or damaged lead wires.
11. Dented or bent module frame.

#### C.2.1.1-B - MODULE INSPECTIONS USING INFRARED IMAGING TECHNOLOGY

The Contractor shall walk through each row of the PV Array(s) and check the modules for any damage, utilizing industry-standard infrared (IR) imaging technology.

#### C.2.1.1-C - MODULE INSPECTIONS USING AERIAL TECHNOLOGY

*[Contractor may propose aerial inspections by drone or aircraft and using infrared or other sensor technology to identify failed PV modules and failed series strings of modules, and thus to supplement electrical testing.]*

The Contractor shall get expressed written permission from the Government to utilize aerial technology for any services the Contractor needs to perform.

The Contractor shall not utilize aerial technology if the site is located in a restricted air space. The Contractor shall not utilize aerial technology if the Government determines that it will pose a threat or create significant disturbances to local wildlife.

The Contractor shall process the resulting imagery with a validated processing routine. If module-level defects are identified, the Contractor will label these defects for a qualified technician to locate and remediate the issue(s).

### C.2.2 – HANDLING OF MODULES TO PREVENT DAMAGE

Under no circumstances shall Contractor walk or lean on modules or set equipment atop. Contractor shall replace mishandled module(s) if a power loss of more than20%is indicated.

Contractor shall not be responsible for modules that have been micro-cracked previously by others, prior to the start of this contract. Modules damaged previous to this contract shall be considered part of the Corrective Services scope of work.

If PV Array is of flat style with little or no access pathways, then Contractor shall use minimum 4” thick rigid polystyrene sheets to create a temporary means to access interior sections of PV Array(s).

### C.2.3 – DIRT AND LEAFY DEBRIS REMOVAL FROM ROOF ARRAY AREA

Contractor shall remove heavy soil build-up and leafy debris from roof area under and adjacent to PV Array area to within fifteen feet (15’). Dirt and debris shall be collected and removed from roof and disposed of properly.

### C.2.4 – REMOVAL OF WEED GROWTH

Contractor shall remove weed growth from any part of PV System without causing harm to any equipment. Contractor shall not use hazardous chemicals for weed abatement. Weed growth is not limited to ground mounted system; roof mounted systems sometimes experience weed growth around the array(s).

*[For those utilizing pollinator specifications, consult original planting schedule for proper vegetative management.]*

### C.2.5 – ELECTRICAL PREVENTIVE MAINTENANCE (AC & DC)

The Contractor shall inspect all electrical equipment that include, but are not limited to, the components detailed in this section using infrared (IR) technology to reveal any issues. Electrical equipment inspections shall be conducted based on the equipment manufacturer’s recommendations. Electrical equipment that does not have a prescribed maintenance schedule shall use commonly accepted practice applicable to that particular equipment. The Contractor shall report any damage to Government and note whether the damage can be corrected under a current equipment warranty. The Contractor shall include the location and relevant serial numbers of damaged electrical equipment to include in the Field Services Report.

**AC - Electrical Switchgear, Transformers, Conduit, and Conductors**

For common electrical switchgear components (overcurrent protection switches, disconnects, transformers, cabinetry, conduit, and conductors), Contractor shall follow the equipment manufacturer’s recommendations toward preventive maintenance schedules.

**Central and String Inverters**

Maintenance measures as prescribed by inverter manufacturer shall be followed. No actions that invalidate inverter warranty shall be undertaken by Contractor.

**Grounding Continuity**

The PV System’s grounding equipment shall be checked for continuity to earth as per the NEC.

**Cable Inspection**

The Contractor shall inspect the cabling for signs of cracks, defects, pulling out of connections, overheating, arcing, short or open circuits, and ground faults. Contractor shall test cabling for integrity of insulation (resistance).

**Module Wire Management**

The Contractor shall inspect the components that hold the PV module wires (cabling) and prevent undesired movement, which can cause wires to be compromised and lead to electrical faults.

**DC Disconnect Switch Inspection**

The Contractors shall check to make sure that the DC Disconnect switch is in the proper position and that all electrical connections are secure.

**Combiner Box Inspection**

The Contractor shall open each combiner box and check that no fuses have blown. The Contractor shall ensure that all electrical connections are tight. The Contractor shall use an infrared camera to identify any loose connections showing that they are warmer than tight connections when passing current.

**Inverter Inspection**

The Contractor shall observe instantaneous operational indicators on the faceplate of the inverter to ensure that the amount of power being generated by the PV System is typical of the conditions. The Contractor shall compare current readings from the inverter with a diagnostic benchmark. The Contractor shall inspect the inverter housing and filters for any physical maintenance required, if present. If physical maintenance is present and requires further action, the Contractor, depending on the solution, will perform the required maintenance and include the service(s) performed in the Field Services Report.

**Electrical Conduit Pipe Inspection**

The Contractor shall visually inspect all conduit pipe to ensure the structural integrity of the pipe mounting structures and the pipe itself. The Contractor shall check the conduit pipe connections to ensure they are tight and that fasteners are keeping the conduit secure.

**Monitoring Instrument Inspection**

The Contractor, when performing other regular preventive maintenance at the Site, shall spot check the monitoring instruments with hand-held instruments to ensure that they are operational and within the manufacturer’s specifications.

### C.2.6 – SYSTEM PERFORMANCE AND MONITORING

#### C.2.6.1 – DATA OWNERSHIP

All data collected into a clouded server and stored is exclusive Government property. Contractor to seek and obtain the Government’s written permission if data is to be disseminated to any entity not party to this contract.

#### C.2.6.2 – DATA MONITORING – EQUIPMENT MAKEUP

During the Term, Contractor shall maintain the PV System Monitoring Equipment set forth in this section below at the Site, or such other monitoring equipment as is otherwise provided by the Government from time to time. Contractor shall use commercially reasonable efforts to ensure and monitor the internet connectivity of the PV System Monitoring Equipment such that data regarding the performance of and output from the PV System shall be communicated electronically to Contractor on a continuous basis.

*[PV System Monitoring Equipment may include, but is not limited to, production meters, weather sensors/stations, and dust monitors.]*

#### C.2.6.3 – DATA MONITORING – CYBERSECURITY

Contractor shall coordinate with Government cybersecurity managers to establish secure practices in areas such as:

1. Secure network connection to site monitoring equipment.
2. Secure connection to Contractor-owned on-site dashboard.
3. Secure data storage for long-term access by the Government.

#### C.2.6.4 – DATA MONITORING – EQUIPMENT CALIBRATION

*[When determining calibration frequency of meters, sensors, and other equipment, the Government can choose either C.2.6.4.A or C.2.6.4.B. The Government Contracting Officer must delete the option not chosen prior to solicitation.]*

#### C.2.6.4-A – ESTABLISHED CALIBRATION FREQUENCY BASED ON PV SYSTEM SIZE

The Contractor shall calibrate the PV System Monitoring Equipment on a schedule, based on the PV System size, as determined in the table below:

|  |  |
| --- | --- |
| **PV System Size (kW)** | **Calibration Frequency** |
| < 250 kW | Every 5 years |
| 250 kW – 1,000 kW | Every 2-5 years |
| 1,001 kW – 3,000 kW | Every 1-2 years |
| > 3,000 kW | Annually |

#### C.2.6.4-B - CALIBRATION FREQUENCY BASED ON MANUFACTURER’S SPECIFICATIONS

The Contractor shall calibrate the PV System Monitoring Equipment based on the manufacturer’s calibration specifications for each meter and/or sensor. If new PV System Monitoring Equipment is installed as a Corrective or Additional Service, then the equipment shall be provided with a calibration certificate. The calibration certificate shall have a time period over which it is valid. The equipment shall be calibrated within that time period and provided with a new certificate specifying the next calibration interval.

Either party, the party being both the Government and the Contractor, may test the meter accuracy at any time. If the meter does not perform according to ANSI C12.20 *<specify 0.2 or 0.5 accuracy class>*, or the accuracy promise in the contract, then the Contractor shall recalibrate or replace the meter.

#### C.2.6.5 – MINIMUM DASHBOARD REQUIREMENTS

*[The list in the table below is a suggestive list of characteristics for an internet-based monitoring platform. The writer of this contract may work with the Contractor to identify a monitoring platform that encompasses these characteristics, if there is no existing monitoring platform that the Government is using.]*

The Contractor should have the capabilities to provide and operate either an internet-based or Building Automation System-based (BAS) data monitoring platform and on-site sensor technology with the following characteristics:

|  |  |
| --- | --- |
| **Home Page** | * On or off
* Communication status
	+ Reporting
	+ Not Reporting
* Kilowatt (kW) generation
* Kilowatt-hour (kWh) generation
* Weather Corrected Performance Ratio (WCPR), or at a minimum, a general PR
 |
| **Subpages** | * Array type
* Date brought online
* Tilt
* Azimuth
* Module and inverter manufacturers (e.g., make and model)
* Installer contact info (if available)
* 15-minute interval data available for download
 |
| **Alarming Functionality** | * Text or email
* Inverter(s) offline
* Inverter fault
* WCPR or at a minimum, a general PR
 |

The dashboard should allow the Government to view more than one site if the Government has more than one PV System on the same internet-based monitoring platform.

#### C.2.6.6 – DATA FREQUENCY INTERVALS AND ARCHIVE LENGTH

*[The following performance data points in the table below are a suggestive list. It may not be feasible for a Contractor to collect all of these performance data points. Larger PV systems (e.g., greater than 1,000 kW) may benefit from having more performance data points collected.]*

The Contractor should have the capabilities of providing the performance data if requested by the Government and archiving data for the lengths specified below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **System Size** | **< 250 kW** | **250 – 1,000 kW** | **1,001 – 3,000 kW** | **> 3,000 kW** |
|  | **Frequency Interval** | **Archive Length** | **Frequency Interval** | **Archive Length** | **Frequency Interval** | **Archive Length** | **Frequency Interval** | **Archive Length** |
| **System kW** | 15 minutes | 5 years | 15 minutes | 10 years | 15 minutes | 20 years | 15 minutes | Life of System |
| **System Amps** | 15 minutes | 5 years | 15 minutes | 10 years | 15 minutes | 20 years | 15 minutes | Life of System |
| **System Power Factor** | 15 minutes | 5 years | 15 minutes | 10 years | 15 minutes | 20 years | 15 minutes | Life of System |
| **Phase Voltage** | N/A | N/A | N/A | N/A | 15 minutes | 20 years | 15 minutes | Life of System |
| **Phase Amps** | N/A | N/A | N/A | N/A | 15 minutes | 20 years | 15 minutes | Life of System |
| **Irradiance** | N/A | N/A | N/A | N/A | Hourly | 2 years | Hourly | Life of System |
| **Temperature** | N/A | N/A | N/A | N/A | Hourly | 2 years | Hourly | Life of System |
| **Wind Speed** | N/A | N/A | N/A | N/A | N/A | N/A | Hourly | Life of System |
| **Soiling Ratio** | N/A | N/A | N/A | N/A | N/A | N/A | Daily | 5 years |
| **Total Harmonic Distortion** | N/A | N/A | N/A | N/A | By event | 1 year | By event | 1 year |
| **Frequency by Phase** | N/A | N/A | N/A | N/A | By event | 1 year | By event | 1 year |

#### C.2.6.7 - Review of Performance Reports

The designated Contractor Point of Contact and Contractor Officer’s Representative (designated in Section G.2) shall meet to review Performance Reports. The Parties shall follow the schedule, based on PV System size, to determine the meeting frequency to review Performance Reports.

|  |  |
| --- | --- |
| **PV System Size (kW)** | **Meeting Frequency** |
| < 250 kW | Biannually |
| 250 kW – 1,000 kW | Quarterly or Biannually |
| 1,001 kW – 3,000 kW | Quarterly |
| > 3,000 kW | Monthly |

## C.3 – CORRECTIVE SERVICES

*[The following section is NOT a comprehensive list of potential Corrective Services that may be identified in the initial testing and inspection of the PV system.]*

Corrective Services shall follow the labor schedules listed in Attachment 1.

Materials needed (non-Consumables) shall be provided to the Government on a cost plus basis as provided in pricing schedule Attachment 1.

The list of Corrective Services needed to bring the PV system to Normal Operating Conditions will be generated via initial inspection and testing. Prioritizing the list of Corrective Services shall be between the Contractor and Government representative.

*[Performance data monitoring systems may no longer be functional. It is critical that the Contractor identifies a plan to reconnect the existing monitoring system or install a new one.]*

### C.3.1 - MISSING AS-BUILT DRAWINGS OF EXISTING PV SYSTEM

*[For various reasons, some sites may not have the original as-built drawings such as one-line diagrams and site plans. In this event, the Government shall choose either option listed below. The Government Contracting Officer must delete the option not chosen prior to solicitation.]*

#### C.3.1.1 - CONTRACTOR GENERATED

If the Government chooses the Contractor to inspect the PV System and generate the Corrective Services SOW, then the Contractor hired to perform all Preventive, Corrective, and Additional Services shall generate new as-built drawings of the PV system as part of the required Corrective Services that must be done to bring the PV system to Normal Operating Conditions.

#### C.3.1.2 – A&E FIRM GENERATED

The Government retains an A&E firm under a separate solicitation in order to have missing as-built drawings generated.

## C.4 - ADDITIONAL SERVICES

Additional Services will be proposed by the Contractor based on inspections and testing. Proposed Additional Services will be accepted or rejected by the Government on an as-needed basis.

Additional Services and associated materials shall be billed on the labor schedule established in Attachment 1.

### C.4.1 – MODULE CLEANING

#### C.4.1.1 – METHODS AND MATERIALS

Contractor shall choose cleaning method that complies with module manufacturer’s instructions. No method utilized by the Contractor shall void the module warranty.

Cleaners used on the modules shall be certified as Bio-Preferred biodegradable in water.[[2]](#footnote-2)

The Contractor shall not use high-pressure water, hard bristled brushes, or any types of solvents, abrasives, and harsh detergents.

#### C.4.1.2 – MODULE CLEANING CYCLES

*[It is recommended that the cleaning method chosen be appropriate for the PV Array size and severity of soiling and thus scale with the economic value that can be recovered.]*

*[The Government can choose their own module-cleaning cycles based on the following recommendations presented below in C.4.1.2.1 and C.4.1.2.2. The Government Contracting Officer shall delete the option not chosen prior to solicitation.]*

##### C.4.1.2.1 – SIMPLE MODULE CLEANING CYCLE

Contractor to provide cleaning services on the following preselected dates:

**Example: Salinas, California – Rural Agricultural Location with Winter Rains**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Jan** | **Feb** | **March** | **April** | **May** | **June** | **July** | **Aug** | **Sept** | **Oct** | **Nov** | **Dec** |
|  |  |  |  |  | **X** |  |  | **X** |  |  |  |

Based on the site’s geographical location where rainy winters and dry, dusty summers are common, the Contractor shall conduct cleanings based on the selected schedule above.

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Jan** | **Feb** | **March** | **April** | **May** | **June** | **July** | **Aug** | **Sept** | **Oct** | **Nov** | **Dec** |
|  |  |  |  |  |  |  |  |  |  |  |  |

##### C.4.1.2.2 – EVIDENCED-BASED CLEANING CYCLE

The Contractor shall utilize rooftop instruments to measure the impacts of soiling on the PV System’s performance. The Government has determined that when uniform soiling (expressed as Soiling Ratio) is less than or equal to the value listed in the table below, Contractor shall initiate full cleaning of modules. Contractor shall service soiling monitoring equipment according to manufacturer’s specifications.

|  |  |
| --- | --- |
| **Month** | **Minimum Soiling Ratio[[3]](#footnote-3)** |
| January |  |
| February |  |
| March |  |
| April |  |
| May |  |
| June |  |
| July |  |
| August |  |
| September |  |
| October |  |
| November |  |
| December |  |

### C.4.2 – SNOW REMOVAL FROM MODULES

Removal of snow is not generally recommended because it may damage modules, but in cases where snow removal is indicated by site manager then the Contractor shall provide snow removal services. The Contractor shall exhibit extreme care when removing snow from modules. The Contractor shall use non-metallic, flexible-edged equipment to remove snow from modules such as, but not limited to, squeegees, turbofans, and brushes. If feasible, the Contractor shall remove snow in front of each row of modules to provide clearance for snow to slide off the PV Array(s). Snow removed from modules shall not block access pathways used to service rooftop equipment or roof drains. The Contractor shall consider the additional snow weight on the overall limits to roof weight loading. This Preventive Services scope of work includes up to *<frequency>* snow removal incidents per year. If additional snow removal incidents are needed, the Contractor will be paid based on labor schedules in Attachment 1.

### C.4.3 – ICE REMOVAL

Contractor shall not make any attempts to remove ice adhered directly to surface of modules. Contractor shall remove ice damming around roof drains or as needed to allow drainage of water from the areas of roof affected by the PV Array(s).

### C.4.4 – PREVENTING STORM DAMAGE

*[Storm damage to PV systems can occur in a variety of ways. In order for the Government’s PV system to achieve its expected lifespan and performance and reduce the risk of severe weather-related damage, the Government should require the Contractor to conduct the following measures before and after storms. The measures listed below are not comprehensive. For more information on PV System resiliency and severe storm damage, please see FEMP’s fact sheet “Solar Photovoltaic Systems in Hurricanes and Other Severe Weather”.]*

In order to minimize damage from severe weather events, the Contractor shall consult with the site manager and conduct the following measures prior a storm occurrence:

**Pre-Storm Measures**

1. Remove and/or lash-down to secure in place all loose debris and supplies in and adjacent to the PV System.
2. Power down all inverters and open all disconnect switches. With fusible disconnects used in combiner boxes, make sure each disconnect is in “open” position.
	1. Confirm PV System is disconnected form main facility switchgear at point of common coupling.
3. Perform a torque audit of fasteners used for critical bolted joints and module-to-rail clamps. Contractor shall refer to the manufacturer’s recommended torque audit instructions and values.
4. Cover electrical equipment with waterproof covers (e.g., tarps) and tie down with ratchet straps.

**Post-Storm Measures**

*[NOTE: Steps to re-energize the PV System after a storm must be taken with extreme caution as potential electrical faults can pose a serious life safety risk.]*

The Contractor shall coordinate with the site manager after a storm to conduct the Post-Storm Measures.

1. With a qualified electrical technician, render the PV system safe from electrical shock hazards and potential fire.
2. Secure any loose items that are in imminent danger of breaking loose and falling.
3. Dry and clean all electrical equipment (inverters, switchgear, etc.)
4. Perform a torque audit of all fasteners used for critical bolted joints and module-to-rail clamps. If more than 5% of fasteners have lost loading, then tighten all remaining fasteners.
5. Test for electrical faults of the PV system.
6. Inspect integrity of wire insulation via Megger test
7. Replace any and all damaged electrical components before re-energizing the PV System.
8. If necessary, inspect modules with IR imaging technology for signs of cell cracking and other module component damage.

### C.4.5 – REMOVAL AND RESTORATION OF ROOFTOP PV SYSTEM

*[This section is intended for PV Systems that may be partially or entirely roof mounted. Unanticipated repairs as well as partial or whole replacements to the roof(s) may arise during the life of the PV System. The Contractor will most likely need space on-site to store all PV System-related equipment during the duration of the roof repair(s) and/or replacement(s). It is important for the Government and the Contractor to coordinate early on.]*

The *<agency name>* shall coordinate the Removal and Restoration of Rooftop PV System with the Contractor. All work performed and associated materials shall be billed on the labor schedule established in Attachment 1.

### C.4.6 – REPAIR OF EXISTING DATA MONITORING SYSTEM

The Contractor shall make any needed repairs to the PV system’s data monitoring hardware if the Contractor confirms this through on-site inspection or remotely via the internet-based platform. All work performed and associated materials shall be billed on the labor schedule established in Attachment 1.

### C.4.7 – RESPONSE TIME TO GOVERNMENT NOTIFICATION FOR SYSTEM UNDERPERFORMANCE

The Contractor shall adhere to a response time for alerts and/or Corrective and Additional Services based on the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Priority Level** | **Definition** | **Response Time to Notification** | **Site Visit Scheduling** |
| **High** | Any issue that appears to be reducing PV System production by 25% or more. | Government is contacted by the Contractor within *<x>* business hours | Site visit scheduled within *<x>* business hours |
| **Medium** | Any issue that appears to be reducing PV System production by 5% to 25% | Government is contacted by the Contractor within *<x>* business hours | Site visit scheduled within *<x>* business hours |
| **Low** | Any issue that appears to be reducing the PV System production by less than 5% | Government is contacted by the Contractor within *<x>* business hours | Site visit scheduled within *<x>* business hours |

## C.5 – GENERAL OPERATING STANDARDS

Contractor shall perform the Preventive Services, Corrective Services, and Additional Services in accordance with (i) the terms of this Agreement, (ii) all applicable laws and permits, (iii) all applicable warranties and guarantees provided by manufacturers, suppliers, or Subcontractors, (iv) all manufacturer’s maintenance instructions and specifications, and (v) the requirements of any insurance policies maintained by Contractor with respect to the PV System.

## C.6 – FIELD SERVICE REPORTS

The Contractor shall provide the COR with a Field Service Report within 7 days after performing Preventive Services, Corrective Services, and Additional Services. The Contractor shall incorporate the reporting information requirements of the Site’s Operations and Maintenance department. The Field Service Report for all Preventive, Corrective, and Additional Services conducted for the PV system shall contain, at a minimum:

* List of Preventive Services, Corrective Services, and/or Additional Services performed
* Descriptions for any Preventive, Corrective, and/or Additional Services performed on the PV System
* List of any outstanding PV System conditions that need to be addressed
* Dates the services were performed
* Number of hours and associated Labor Category
* List of Replacement Components purchased and used in Corrective and/or Additional Services

See Section G.3 for requirements on invoicing.

## C.7 – MATERIALS AND EQUIPMENT

Contractor shall provide all tools and equipment needed to perform the Preventive Services and all Consumables used in connection with rendering the Preventive Services. Contractor shall procure, at the Government’s expense, all Replacement Components attached to, part of or constituting the PV System necessary for the performance of the Corrective and Additional Services during the life of the contract; provided, however, if any such Replacement Components are required as a result of Contractor’s failure to perform its obligations under this agreement, then Contractor shall procure such Replacement Components at Contractor’s expense.

To the extent available, Contractor will file warranty claims on behalf of the Government for any Replacement Component under warranty.

The Contractor shall supply only new and of the same manufacturer and product line for any Consumable and Replacement Component unless the manufacturer and/or product line is no longer available or represents an unreasonable cost burden. If the manufacturer and/or product line of any Consumable or Replacement Component is no longer available or represents an unreasonable cost burden, then the Contractor and Government shall mutually agree to changes.

*[NOTE: It is important to highlight that over the last 20 years, the PV industry has seen manufacturers of modules, inverters, and other PV-related equipment exit the industry. It is possible for agencies to experience scenarios where deferred maintenance (i.e., downed inverters, broken modules) is dependent on specific PV equipment that is no longer sold on the market. It is on the Contractor to identify potential replacement equipment that is compatible with the existing PV System.]*

## C.8 – ON-SITE MATERIAL STORAGE

*[Inventory management of Consumables and Replacement Components is mostly left up to the Contractor to determine. However, the Government and Contractor can discuss options such as the Government providing sufficient storage space to stock Consumables and Replacement Components.]*

 *[It is important that inventory responsibility is placed entirely on the Contractor to reduce liability for the Government in regards to inventory management.]*

The Contractor shall hold and save *<agency>,* its officers and agents, free and harmless from liability for the safety of any stored materials. The Contractor is responsible for safeguarding all stored materials.

## C.9 – DOCUMENTATION MANAGEMENT

The Contractor shall obtain from the Government and maintain an inventory of the following original PV System installation documents including, but not limited to:

* As-built drawings, site plans, photo records, electrical single-line diagrams, schematics, performance estimates, insolation/shade studies
* Product specification sheets, and warranties (including warranties from PV System installer)
* Equipment operation manuals (including emergency shutdown and normal operating procedures)
* Expired contracts for preventive maintenance, service, and operations
* Performance Reports of the PV System

The Contractor shall work with the Site’s operations and maintenance department to identify any needed documentation that is not included in the list above. Additionally, the Contractor shall include in this set of documents receipts of all Consumables, Replacement Components and other items purchased or obtained by Contractor for the PV System. The Contractor shall be able to provide any and all relevant documentation at the request of the Government.

## C.10 – PLACE AND HOURS OF SERVICE

Except in the event of an Emergency, Contractor shall perform its operation and maintenance services on the PV System at the Site and may perform certain monitoring and component inspection services off-site, during Contractor’s regular business hours. The normal operating hours for the Site are between *<hour range>.* If Contractor needs to work during outside normal operating hours, Contractor shall coordinate with the COR.”

## C.11 - EMERGENCIES

### C.11.1 – EMERGENCY ACTIONS BY THE CONTRACTOR

In the event of any Emergency, Contractor shall take such immediate action as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss to the System and any adjacent and/or adjoining structures. Contractor shall immediately notify the CO and COR of any Emergency or unanticipated event that interrupts normal operations of the facility. If work is of such urgency that is cannot be awarded and negotiated in a timely manner, the CO may give oral direction to the Contractor. The Contractor shall submit a proposal for all urgent or emergency work within *<x>* working days from the time the oral direction is issued.

The Contractor shall, as soon as possible, report any such incident, including Contractor’s response thereto, to the Government. Upon detection of an Emergency, the Contractor shall notify the Government within *<x>* hours and schedule a site visit within *<x>* hours. The Contractor shall provide the Government with a Field Service Report after any incident involving safety issues. Additional Services or other services are performed to address the Emergency event. Contractor shall make reasonable efforts to minimize any costs associated with remedial action in case of such an Emergency.

In the event of an Emergency, the Government must be able to provide immediate access of the PV System to the Contractor in order to remediate any such Emergency Event related to the PV System. The Contractor shall supply names and telephone numbers of Contractor personnel that can be contacted in the event Emergency is during non-work hours.

### C.11.2 – EMERGENCY ACTIONS BY THE GOVERNMENT

If Contractor is notified and isn’t immediately available within *<x>* hours, the Government shall take such action as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss to the PV System and any adjacent and/or adjoining structures, and shall inform Contractor in writing of the specific mitigation actions undertaken within *<x>* days of such actions.

The Contractor shall train Government staff that, in the event of an Emergency, can perform critical emergency shutdown actions if the Contractor is unable to perform such actions within the timeframe detailed herein. The Contractor shall provide posted instructions for tasks that Government staff may take to perform any emergency shutdown actions.

## C.12 – HEALTH AND SAFETY

Upon contract award, the Contractor shall provide the Government with a health and safety plan that addresses the Contractor’s own internal requirements for health and safety. The Contractor’s health and safety plan shall follow all applicable Occupational Safety and Health Administration (OSHA) guidelines. The Contractor shall ensure that its employees and Subcontractor employees have the proper training and any needed certifications to perform all aspects of the Preventive, Corrective, and Additional Services and other related tasks.

## C.13 – ACCESS TO SITE AND PV SYSTEM

Subject to any requirements of applicable Law and the terms of this Agreement, the Government shall provide Contractor and its Subcontractors, agents, and employees, with reasonable access to the PV System and the Site during normal operating hours, as described in Section C.10, and as required for the performance of Contractor’s duties under this Agreement. Contractor will use reasonable efforts to schedule Preventive, Corrective and Additional Services in advance with the Government, landlord, tenant, and/or property manager of each Site. Contractor shall notify site staff when they arrive to perform work. See Section C.11 above for Contractor access to Site in an Emergency event.

## C.14 – ENGAGEMENT OF THIRD PARTIES

Contractor may engage Subcontractors (including Contractor’s affiliates) as it deems advisable for the purpose of performing or carrying out any of its obligations under this agreement, provided that no such engagement shall relieve Contractor of any of its obligations or liabilities under this agreement. As between Government and Contractor, Contractor shall be solely responsible for the acts, omissions, or defaults of its Subcontractors and their agents, representatives, and employees, including all Persons engaged Pursuant to this section. Nothing in this agreement shall be construed to impose on Government any obligation, liability, or duty to a Subcontractor, or to create any contractual relationship between such Subcontractor and Government. The Contractor is responsible for supervision of all Subcontractors and suppliers of on-site deliveries.

 [END OF SECTION]

# SECTION D – PACKAGING AND MARKING

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the Government.]*

## D.1 – PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including forms, report, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the Contractor.

## D.2 – PACKING, PACKAGING, AND MARKING

All packing, packaging, marking and storage expenses, which are incidental to Contractor’s shipping of the materials under this Contract, shall be within the firm fixed price amount set on this contract. The cost of all packaging must be included in the Solicitation price. All packaging must be new and suitable for shipment and short-term storage.

The Contractor shall take security and weatherproofing precautions in storing materials on-site; *<agency>* is not responsible for theft or damage.

[END OF SECTION]

# SECTION E – INSPECTION AND ACCEPTANCE

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the Government.]*

## E.1 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| **NUMBER**  | **TITLE**  | **DATE** |
| 52.246-2  | INSPECTION OF SUPPLIES FIXED-PRICE  | AUG 1996 |
| 52.246-4  | INSPECTION OF SERVICES FIXED-PRICE  | AUG 1996 |
| 52.246-6  | INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR  | MAY 2001 |
| 52.246-12  | INSPECTION OF CONSTRUCTION  | AUG 1996 |
| 52.246-16  | RESPONSIBILITY FOR SUPPLIES  | APR 1984 |

[END OF SECTION]

# SECTION F – DELIVERIES OR PERFORMANCE

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the Government.]*

## F.1 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| **NUMBER** | **TITLE** | **DATE** |
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.242-17 | GOVERNMENT DELAY OF WORK | APR 1984 |

*[Contracting Officer should include FAR clause on Period of Performance.]*

## F.2 - REPORTING REQUIREMENTS

The Contractor shall provide the required reports referenced in Section C.16.8 to the CO/COR by the specified due dates.

## F.3 - PLACE OF PERFORMANCE

The principal work under this contract shall be performed at the following location:

**Address:**

*Organization Name*

*ATTN: Contracting Officer Name*

*Street Address*

*City, State, Zip Code*

[END OF SECTION]

# SECTION G – CONTRACT ADMINISTRATION DATA

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the Government.]*

## G.1 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| **NUMBER** | **TITLE** | **DATE** |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDSTRANSFER – SYSTEM FOR AWARD MANAGEMENT |  |

## G.2 - CONTRACT ADMINISTRATION

The CO is the only person authorized to approve any change in the scope of work of this contract. The authority remains solely with the CO. In the event the Contractor effects any changes at the direction of any person other than the CO, the changes will be considered to have been made without authority and NO adjustment will be made in the contract price to cover any INCREASE incurred as a result thereof.

**Contracting Officer (CO):**

*Name*

*Phone number*

*Email Address*

*Street Address*

*City, State, Zip Code*

**Contracting Officer’s Representative (COR):**

*Name*

*Phone number*

*Email Address*

*Street Address*

*City, State, Zip Code*

**Contractor’s Point of Contact:**

*Name*

*Phone number*

*Email Address*

*Street Address*

*City, State, Zip Code*

## G.3 - INVOICE PREPARATION

Based on acceptance of the required contract deliverables, the Contractor shall submit properly prepared invoices monthly to the [Invoice Processing Platform](https://www.ipp.gov) or any other agency-specific invoicing platform. An informational copy of the invoice shall be provided to the CO as identified in Section G.2.

Each invoice shall reflect the Preventive Services, Corrective Services or Additional Services provided. Additional Services shall be invoiced separately on a monthly basis after acceptance of the work by the Government and shall include the work order number and Task Order number.

The Contractor shall, at a minimum, include the following information to comply with the proper invoice submission procedures identified in FAR 32.9:

1. Name of business concern, invoice number, and date
2. Point of contact and telephone number
3. Contract/order number
4. Field Service Report(s)
5. Prices in accordance with Section B.3, Price Schedule
6. Proper Vendor Identification number. The proper VID# establishes the correct address for remittance.
7. Vendor Express Number, on line 3 if applicable.

NOTE: Invoices that do not contain all proper information described above will be returned to the contractor for correction, re-dating of invoice, and re-submission for payment.

## G.4 - GOVERNMENT PROPERTY

*[Writer of Contract to determine what, if any, Government materials and equipment the Contractor will be granted access to.]*

[END OF SECTION]

# SECTION H – SPECIAL CONTRACT REQUIREMENTS

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the Government (i.e., Small Business Subcontracting and Reporting, Payment/Performance Bonds, etc.)]*

*[In addition to Sections H.1 to H.3, it is recommended to the Government that the Contracting Officer include FAR clauses that are related to the following:]*

* *Post-Award Conference*
* *Confidentiality of Information*
* *Insurance Coverage*
* *Key Personnel*
* *Restrictions Against Disclosure*
* *Buy American Act*
* *Trade Agreement Act*

## H.1 – PERSONNEL SECURITY REQUIREMENTS

Contractor and Subcontractor personnel in the performance of this Agreement or any representative of the Contractor entering the facility shall abide by the following *<agency>* security regulations:

1. Apply for an HSPD-12 clearance, submit fingerprints, and receive a favorable adjudication of the fingerprint check. The applications for all employees should be submitted at least *<x>* days in advance of construction start. Employees who are not cleared will not be permitted to work on-site. Employees who are cleared will be given a badge, which must be worn at all times while on-site. Escorts, when required, must remain with the individuals at all times.
2. Employees on the site for *<x>* months or longer must apply for and be issued an *<agency specific badge>*.
3. Employees must comply with any other daily security or parking requirements of *<Site Name>*.
4. The Contractor's employees shall park in areas assigned by the COR, and shall not interfere with ongoing Government operations. The Contractor's employees shall comply with all signs/traffic regulations indicating "No Parking," fire zones, etc., and shall not park in unauthorized areas.
5. The Contractor's employees shall be restricted to areas within this scope of work, plus direct routes to and from the site as may be approved by the Government regarding work scheduling and material handling.
6. The Contractor shall ensure that large, specialized equipment, temporary offices, and trailers used on the job are identified with both the name and telephone number of the owner and/or lessor. Job site locations must be coordinated with the COR.

## H.2 – CONTRACTOR STAGING AREA

The staging area will be identified by the COR. Upon completion of all services outlined in the Agreement, the Contractor shall remove all materials and equipment from the confines of the Site. The Contractor shall restore the staging area to its original and/or previous condition.

For projects where usage will be short‑term and/or minimal, water and electricity, if easily accessible and readily available, will be made available to the Contractor by the Government at no cost to the Contractor. The water and electricity will be provided from the existing system outlets and supplies to enable the Contractor to perform the work under this contract. Availability does not include connections or hookups to electric utilities or water mains. The locations, if readily available, of the temporary connection points will be designated by the COR/COTR prior to permitting connections.

All associated costs of labor and/or equipment required for connection shall be borne by the Contractor. Electric energy shall not be used for any heating. If electric service is not readily available, the Contractor must provide portable generators for electric power. Water should be considered non-potable and not suitable for drinking or cooking.

The Contractor shall not be permitted to use Government telephone service.

The Contractor shall ask *<agency>* for permission to open gates. The Contractor shall leave gates in the state they were found.

## H.3 – CONDUCT OF PERSONNEL

The COR or appropriate *<agency>* personnel may require the Contractor to remove from the job site any individual under this Contract for reasons of misconduct, security, suspected or found to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor and subcontractor personnel shall be subject to dismissal from the premises upon determination by the COR or appropriate *<agency>* personnel that such action is in the best interests of the Government. The COR or appropriate *<agency>* personnel have the authority to bar individuals from the installation. Such removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this performance work statement.

*[The following language can be included if Government site is used for research and/or any critical purposes.]*

Ongoing research in areas where construction work is in progress cannot be interrupted. Contractor personnel shall conduct themselves in a professional manner, with a minimum of noise and confusion. Boisterous or discriminatory conduct and profane language on the job site is strictly prohibited. Cooperation with building occupants shall be deemed essential to assure the progress of the Government's work. Contractors shall wear proper attire at all times. The Contractor shall limit photography to that which is necessary to perform Preventive, Corrective, and Additional Services. The Contractor shall not photograph any sensitive Government property such as research, animals, or people.

[END OF SECTION]

# SECTION I – CONTRACT CLAUSES

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the Government.]*

## I.1 - FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| **Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | NOV 2013 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 |
| 52.203-6 | RESTRICTIONS ON SUBCOTNRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 |
| 52.203-8 | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2016 |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATION AND CERTIFICATIONS | DEC 2014 |
| 52.208-9 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES | MAY 2014 |
| 52.209-6 | PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | OCT 2015 |
| 52.215-2 | AUDIT AND RECORDS – NEGOTIATION | OCT 2010 |
| 52.215-8 | ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 |
| 52.216-24 | LIMITATION OF GOVERNMENT LIABILITY | APR 1984 |
| 52.216-25 | CONTRACT DEFINITIZATION | OCT 2010 |
| 52.222-17 | NONDISPLACEMENT OF QUALIFIED WORKERS | MAY 2014 |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV 2011 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | NOV 2016 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING | JAN 2017 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB 1997 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION | MAY 2014 |
| 52.222-6 | CONSTRUCTION WAGE RATE REQUIREMENTS | MAY 2014 |
| 52.222-7 | WITHHOLDING OF FUNDS | MAY 2014 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | MAY 2014 |
| 52.222-9 | APPRENTICES AND TRAINEES | JUL 2005 |
| 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS | FEB 1998 |
| 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) | MAY 2014 |
| 52.222-12 | CONTRACT TERMINATION – DEBARMENT | MAY 2014 |
| 52.222-13 | COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS | MAY 2014 |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS | FEB 1988 |
| 52.222-15 | CERTIFICATION OF ELEGIBILITY | MAY 2014 |
| 52.222-16 | APPROVAL OF WAGE RATES | MAY 2014 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | APR 2015 |
| 52.222-26 | EQUAL OPPORTUNITY | SEP 2016 |
| 52.222-32 | CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (ACTUAL METHOD) | JAN 2017 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | OCT 2015 |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES | JUL 2014 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | FEB 2016 |
| 52.222-41 | SERVICE CONTRACT LABOR STANDARDS | MAY 2014 |
| 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) | SEP 2009 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | MAR 2015 |
| 52.222-51 | BIOBASED PRODUCT CERTIFICATION | MAY 2012 |
| 52.223-2 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS | SEPT 2013 |
| 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | JAN 1997 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2011 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-10 | WASTE REDUCTION PROGRAM | MAY 2011 |
| 52.223-12 | MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS | JUN 2016 |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY- CONSUMING PRODUCTS | DEC 2007 |
| 52.223-16 | ACQUISITION OF EPEAT – REGISTERED PERSONAL COMPUTER PRODUCTS | OCT 2015 |
| 52.223-17 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS | MAY 2008 |
| 52.223-18 | CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
| 52.223-20 | AEROSOLS | JUN 2016 |
| 52.223-21 | FOAMS | JUN 2016 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATION | OCT 2015 |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.227-23 | RIGHTS TO PROPOSAL DATA (TECHNICAL) | JUN 1987 |
| 52.228-5 | INSURANCE – WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.228-7 | INSURANCE – LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB 2013 |
| 52.232-1 | PAYMENTS | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB 2002 |
| 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR 1984 |
| 52.232-11 | EXTRAS | APR 1984 |
| 52.232-17 | INTEREST | MAY 2014 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
| 52.232-25 | PROMPT PAYMENT | JAN 2017 |
| 52.232-36 | PAYMENT BY THIRD PARTY | MAY 2014 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.233-1 | DISPUTES | MAY 2014 |
| 52.233-2 | SERVICE OF PROTEST | SEP 2006 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.223-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.236-2 | DIFFERING SITE CONDITIONS | APR 1984 |
| 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK | APR 1984 |
| 52.236-4 | PHYSICAL DATA | 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 |
| 52.236-14 | AVAILABILITY AND USE OF UTILITY SERVICES | APR 1984 |
| 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS | APR 1984 |
| 52.236-21 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION | FEB 1997 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.239-1 | PRIVACY OR SECURITY SAFEGUARDS | AUG 1996 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-1 | CHANGES – FIXED PRICE | AUG 1987 |
| 52.244-2 | SUBCONTRACTS | OCT 2010 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JAN 2017 |
| 52.245-1 | GOVERNMENT PROPERTY | APR 2012 |
| 52.245-2 | GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES | APR 2012 |
| 52.246-20 | WARRANTY OF SERVICES | MAY 2001 |
| 52.246-21 | WARRANTY OF CONSTRUCTION | MAR 1994 |
| 52.246-25 | LIMITATION OF LIABILITY – SERVICES | FEB 1997 |
| 52.247-21 | CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE | APR 1984 |
| 52.247-67 | SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT | FEB 2006 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | APR 2012 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR 1984 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.251-1 | GOVERNMENT SUPPLY SOURCES | APR 2012 |
| 52.251-2 | INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES | JAN 1991 |
| 52.253-1 | COMPUTER-GENERATED FORMS | JAN 1991 |
| EO 13495 | NONDISCPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS | JAN 2009 |

## I.2 - 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that—

1. The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
2. The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
3. The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
4. The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov/) for the designated entity for establishing unique entity identifiers.

(b)

1. By submission of an Offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this Solicitation.
2. The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated a[t www.sam.gov](http://www.sam.gov/) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

1. Company legal business name.
2. Tradestyle, doing business, or other name by which your entity is commonly recognized.
3. Company physical street address, city, state, and Zip Code.
4. Company mailing address, city, state, and Zip Code (if separate from physical).
5. Company telephone number.
6. Date the company was started.
7. Number of employees at your location.
8. Chief executive officer/key manager.
9. Line of business (industry).
10. Company Headquarters name and address (reporting relationship within your entity).
11. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
12. Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this Solicitation.
13. Offerors may obtain information on registration at htt[ps://www.acquisition.gov.](http://www.acquisition.gov/)

(End of Provision)

Alternate I (Jul 2013). As prescribed in 4.1105(a)(2), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this Solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first. Purchasing agreement resulting from this Solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

## I.3 - 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

1. The North American Industry Classification System (NAICS) code for this acquisition is *<insert code>*.
2. The small business size standard is *<insert dollar value>*.
3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

1. If the provision at 52.204-7, System for Award Management, is included in this Solicitation, paragraph (d) of this provision applies.
2. If the provision at 52.204-7 is not included in this Solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the Solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[\_] (i) Paragraph (d) applies.

[\_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the Solicitation. (c)

(1) The following representations or certifications in SAM are applicable to this Solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to Solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

1. The acquisition is to be made under the simplified acquisition procedures in Part 13;
2. The Solicitation is a request for technical proposals under two-step sealed bidding procedures; or
3. The Solicitation is for utility services for which rates are set by law or regulation.
4. 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to Solicitations expected to exceed $150,000.
5. 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all Solicitations.
6. 52.204-3, Taxpayer Identification. This provision applies to Solicitations that do not include the provision at 52.204-7, System for Award Management.
7. 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to Solicitations that—
8. Are not set aside for small business concerns;
9. Exceed the simplified acquisition threshold; and
10. Are for contracts that will be performed in the United States or its outlying areas.
11. 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
12. 52.209-5, Certification Regarding Responsibility Matters. This provision applies to Solicitations where the contract value is expected to exceed the simplified acquisition threshold.
13. 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all Solicitations.
14. 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
15. 52.215-6, Place of Performance. This provision applies to Solicitations unless the place of performance is specified by the Government.
16. 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to Solicitations when the contract will be performed in the United States or its outlying areas.
17. The basic provision applies when the Solicitations are issued by other than DoD, NASA, and the Coast Guard.
18. The provision with its Alternate I applies to Solicitations issued by DoD, NASA, or the Coast Guard.
19. 52.219-2, Equal Low Bids. This provision applies to Solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
20. 52.222-22, Previous Contracts and Compliance Reports. This provision applies to Solicitations that include the clause at 52.222-26, Equal Opportunity.
21. 52.222-25, Affirmative Action Compliance. This provision applies to Solicitations, other than those for construction, when the Solicitation includes the clause at 52.222-26, Equal Opportunity.
22. 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to Solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
23. 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to Solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and Solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

1. 52.223-4, Recovered Material Certification. This provision applies to Solicitations that are for, or specify the use of, EPA-designated items.
2. 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to Solicitations that include the clause at 52.204-7.
3. 52.225-2, Buy American Certificate. This provision applies to Solicitations containing the clause at 52.225-1.
4. 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I).
5. The Contractor shall submit, upon award, a complete list of bio-based products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of bio-based products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.
6. If the acquisition value is less than $25,000, the basic provision applies.
7. If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
8. If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.
9. If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.
10. 52.225-6, Trade Agreements Certificate. This provision applies to Solicitations containing the clause at 52.225-5.
11. 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all Solicitations.
12. 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all Solicitations.
13. 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]* 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

1. 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.
2. 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.
3. 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
4. 52.227-6, Royalty Information.
5. Basic.
6. Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through htt[ps://www.acquisition.gov. A](http://www.acquisition.gov/)fter reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this Solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this Solicitation (including the business size standard applicable to the NAICS code referenced for this Solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

|  |  |  |  |
| --- | --- | --- | --- |
| FAR Clause  | Title  | Date  | Change  |
|  |  |  |  |
|  |  |  |  |

Any changes provided by the offeror are applicable to this Solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

## I.4. - FAR 52.216-18 ORDERING (OCT 1995)

1. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the effective period of the contract.
2. All delivery orders or task orders are subject to the terms and conditions of the contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
3. If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## I.5 - FAR 52.216-19 ORDER LIMITATIONS (OCT 1995) *Applies to Additional Services*

1. **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than **$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
2. **Maximum order**. The Government will not issue any order in excess of **$1,000,000.00**.

## I.6 - FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) *Applies to Additional Services*

1. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by the contract.
2. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
3. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number or orders that maybe issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
4. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after *<specify date>.*

## I.7 - FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

## I.8 - FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

1. The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
2. If the Government exercises this option, the extended contract shall be considered to include this option clause.
3. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months (5 years)**.

## I.9 - FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

## I.10 - FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

1. The Contractor shall notify the Contracting Officer or designee, in writing, **30 days** prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\*The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

1. If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—
	1. Be submitted in writing;
	2. State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
	3. Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
2. All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts, or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
3. This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

## I.11 - FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (MAY 2008)

1. 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 by-products generated from, and commonly reused within, an original manufacturing process.

1. 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 the CO.

## I.12 - FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

1. *Definitions.* As used in this clause--

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at ([http://www.epa.gov/snap/](http://www.epa.gov/snap)).

“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

* 1. Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
	2. Class II, including, but not limited to hydrochlorofluorocarbons.
1. The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

**Warning**

Contains (or manufactured with, if applicable) \* , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

1. *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall— (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
	1. Contract number; and
	2. Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and t[o www.sam.gov f](http://www.sam.gov/)or FY17 and after

(i) Annually by November 30 of each year during contract performance; and (ii) At the end of contract performance.

1. The Contractor shall refer to EPA’s SNAP program (available a[t http://www.epa.gov/snap )](http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available a[t http://www.epa.gov/snap .](http://www.epa.gov/snap)

(End of Clause)

## I.13 - FAR 52.225-18 - PLACE OF MANUFACTURE (MAR 2015)

1. *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

* 1. FSC 5510, Lumber and Related Basic Wood Materials;
	2. Federal Supply Group (FSG) 87, Agricultural Supplies;
	3. FSG 88, Live Animals;
	4. FSG 89, Food and Related Consumables;
	5. FSC 9410, Crude Grades of Plant Materials;
	6. FSC 9430, Miscellaneous Crude Animal Products, Inedible;
	7. FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
	8. FSC 9610, Ores;
	9. FSC 9620, Minerals, Natural and Synthetic; and (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

1. For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this Solicitation is predominantly—
	1. [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or (2) [ ] Outside the United States.

(End of provision)

## I.14 - FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)

1. *Definitions.* As used in this clause—

“Commercial item and commercially available off-the-shelf item” have the meanings contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

1. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
2. (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
	* + - 1. 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds $5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
				2. 52.203-15, Whistleblower Protections Under the American Recovery and

Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

* + - * 1. 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements Or Statements (Jan 2017).
				2. 52.204-21, Basic Safeguarding of Covered Contractor Information System (Jun 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
				3. 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and

(3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.

* + - * 1. 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
				2. 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
				3. 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a)); (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
				4. 52.222-37, Employments Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
				5. 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

 (xii)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

* + - 1. 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015), if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
			2. 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Jan 2017), if the estimated subcontract value exceeds $500,000, and is for other than commercially available off-the-shelf items.

**Note to paragraph (c)(1)(xiv):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

* + - 1. 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016), if the estimated subcontract value exceeds $500,000, and is for other than commercially available off-the-shelf items.
			2. 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xvii)

52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with

52.224-3(f) and the agency specifies that only its agency-provided training is acceptable.

* + - 1. 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
			2. 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
			3. 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
	1. While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. (End of Clause)

[END OF SECTION]

# SECTION J – LIST OF ATTACHMENTS

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in the attachments so as to fit the needs and requirements of the agency.]*

*[Attachment 4 – Site Information Package is aimed to provide Offerors with information on the Site’s PV System upon request to the Government. Information included in Attachment 4 may consist of, but not be limited to, the following documents:]*

* *PV System size*
* *PV Array location(s)*
* *PV System age*
* *Product cut sheets*
* *Original one-line diagrams*
* *Past maintenance records*
* *System performance records*
* *System monitoring data*
* *Interconnection documents*
* *Inspections and permits*
* *Site Access information*
* *Safety concerns for the Site*
* *Original System installer and/or any companies that have performed work on PV System*

*[Some agencies may choose to make this information available on clouded technology.]*

|  |  |
| --- | --- |
| **Attachment** | **Attachment Title** |
| 1 | Price Bid Response Form |
| 2 | Past Performance Questionnaire |
| 3 | Experience – Project Data Sheet |
| 4 | Site Information Package |
| 5 | A&E Firm Generated Scope of Corrective Services(if applicable) |

[END OF SECTION]

# SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR OR RESPONDENTS

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the Government.]*

## L.1 - FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1988)

This Solicitation incorporates one or more Solicitation provisions 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at this/these address: <http://www.acquisition.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| **Number** | **Date**  | **Title** |
| 52.204-6 | Oct-16 | UNIQUE ENTITY IDENTIFIER |
| 52.204-7 | Oct-16 | SYSTEM FOR AWARD MANAGEMENT |
| 52.204-16 | Jul-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING |
| 52.204-18 | Jul-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE |
| 52.207-1 | May-16 | NOTICE OF STANDARD COMPETITION |
| 52.214-34 | Apr-91 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE |
| 52.214-35 | Apr-91 | SUBMISSION OF OFFERS IN U.S. CURRENCY |
| 52.215-1 | Jan-17 | INSTRUCTIONS TO OFFEROR – COMPETITIVE ACQUISITION ALTERNATE II (OCT 1997) |
| 52.216-1 | Apr-84 | TYPE OF CONTRACT |
| 52.222-24 | Feb-99 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION  |
| 52.232-38 | Jul-13 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER |
| 52.237-1 | Apr-84 | SITE VISIT |

 (End of Clause)

**FAR 52.222-23 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FEB 1999)**

(a) The Offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this Solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY GOALS FOR FEMALE

PARTICIPATION FOR PARTICIPATION FOR

EACH TRADE EACH TRADE

**28.9.0%**  **6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60‑4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction,” and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60‑4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this Solicitation. The notification shall list the:

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this Solicitation, the "covered area” is, *<STATE, COUNTY, TOWN, LOCATION NAME>*

**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

1. Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

*Organization Name*

*ATTN: Contracting Officer Name*

*Street Address*

*City, State, Zip Code*

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with GAO.

**FAR 48.15.206 AMENDING THE SOLICITATION**

1. When, either before or after receipt of proposals, the Government changes its requirements or terms and conditions, the Contracting Officer shall amend the solicitation.
2. Amendments issued before the established time and date for receipt of proposals shall be issued to all parties receiving the solicitation.
3. Amendments issued after the established time and date for receipt of proposals shall be issued to all Offerors that have not been eliminated from the competition.
4. If a proposal of interest to the Government involves a departure from the stated requirements, the Contracting Officer shall amend the solicitation, provided this can be done without revealing to the other Offerors the alternate solution proposed or any other information that is entitled to protection (see [15.207(b)](https://www.law.cornell.edu/cfr/text/48/15.207#b) and [15.306(e)](https://www.law.cornell.edu/cfr/text/48/15.306#e)).
5. If, in the judgment of the contracting officer, based on market research or otherwise, an amendment proposed for issuance after offers have been received is so substantial as to exceed what prospective Offerors reasonably could have anticipated, so that additional sources likely would have submitted offers had the substance of the amendment been known to them, the Contracting Officer shall cancel the original solicitation and issue a new one, regardless of the stage of the acquisition.
6. Oral notices may be used when time is of the essence. The Contracting Officer shall document the contract file and formalize the notice with an amendment (see [subpart 4.5](https://www.law.cornell.edu/cfr/text/48/part-4/subpart-4.5), Electronic Commerce in Contracting).
7. At a minimum, the following information should be included in each amendment:
	1. Name and address of issuing activity.
	2. Solicitation number and date.
	3. Amendment number and date.
	4. Number of pages.
	5. Description of the change being made.
	6. Government Point of Contact and phone number (and electronic or facsimile address, if appropriate).
	7. Revision to solicitation closing date, if applicable.

*[Contracting Officer should include FAR clause related to the North American Industrial Classification System (NAICS) Code(s) and business size standard(s) describing the products and/or services to be acquired under this Solicitation.]*

*[Contracting Officer should include FAR clause(s) and relevant information if the Government anticipates holding a pre-proposal/pre-bid conference at the Site with the purpose being to provide the Offeror(s) with a better understanding of the scope of work and services required at the Site.]*

*[Contracting Officer should include FAR clause related to Offeror(s) submitting inquiries and general correspondence regarding this Solicitation.]*

## L.2 - PROPOSAL SUBMISSION REQUIREMENTS/INSTRUCTIONS

Section L provides instructions for preparing proposals. Offerors are cautioned to follow the instructions carefully to make certain the Government receives consistent information in a form that will facilitate proposal evaluation.

Offerors shall submit their proposals to the following address by no later than the date and time specified:

Due Date: *TBD*

Address: *Organization Name*

*ATTN: Contracting Officer Name*

*Street Address*

*City, State, Zip Code*

Offerors are responsible for ensuring that proposals, and any modifications or revisions, reach the designated Government office by the specified deadline. Late proposals will not be accepted under any circumstance, including delivery error.

### L.2.1 – GENERAL SUBMISSIONS INSTRUCTIONS AND REQUIREMENTS

Proposals shall conform to Solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written, neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the Offeror, the date, title of the Solicitation and the Solicitation number. Each binder of the proposal shall contain a detailed table of contents. The complete table of contents shall be included in each binder. Any materials submitted but not required by this Solicitation (such as company brochures) shall be placed in appendices.

Proposals submitted in response to this Solicitation shall be furnished in the format and quantities specified below:

1. Proposals shall be submitted in both **Hard Copy** and **Electronic Copy**.
	1. Hard copies shall be submitted in tabbed three-ring binders.
	2. Electronic copies shall be in PDF format on USB thumb drive.
		1. Each thumb drive shall contain an electronic label, which is to be established when the thumb drive is formatted.
		2. No password-protected, zipped, or self-extracting files shall be used.
		3. It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus-free and can be opened and read by the Government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening.
	3. Offerors are advised that if, during the Governments review of an Offeror proposal, it is found that copies deviate from each other, **the electronic version shall take precedence**.
2. Except for any required drawings, proposals shall be submitted in 8-1/2 x 11 format; font size no smaller than 12 Times New Roman on double-sided pages.
3. Each proposal must include the following Volumes:

Volume 1 - Technical Proposal; and,

Volume 2 - Price/Business Proposal.

1. Each Volume shall be separate and complete so that the evaluation of one may be accomplished independently from the evaluation of the other. **The Technical Proposal must not contain reference to cost** **or price**; however, resource information (such as data concerning labor requirements, materials, subcontracts, etc.) must be contained within the Technical Proposal so that the Offeror’s understanding of the SOW may be evaluated.
2. Both the Technical Proposal and Price Proposal shall include:
	* + 1. A Table of Contents;
			2. A cover page with Solicitation Number, Solicitation Title, Offeror’s Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact, Telephone Number, and e-mail address; and,
			3. All required submittals.

### L.2.2 – EXCEPTIONS TO TERMS AND CONDITIONS

Exceptions taken to the Solicitation terms and conditions shall be clearly identified after the table of contents in the Offeror’s proposal. Each exception shall be specifically related to each paragraph and/or specific part of the Solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the Solicitation. This information shall be provided in the format and content of the table below. If exceptions are not included in this format, no exceptions to terms and conditions will be assumed and resultant contract will incorporate the terms and conditions of the Solicitation.

## L.3 - TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

**Technical proposals shall be limited to 30 double-sided pages**, inclusive of all charts, resumes, forms and other documentation responsive to the Solicitation requirements. Pages exceeding the 30 double-sided maximum page limitation will not be considered during evaluation of the proposal.

**No pricing shall be included in the technical proposal.**

The technical proposal shall include submittals for each technical factor as specified below:

|  |
| --- |
| **Technical Proposal**  |
| Factor 1 | Service Capabilities |
| Factor 2 | Experience |
| Factor 3 | Past Performance |

### L.3.1 - FACTOR 1 - SERVICE CAPABILITIES

The Offeror shall submit information and explanatory narrative to clearly demonstrate their understanding of and approach to accomplishing the complexity and magnitude of requirements set forth in the Solicitation. Each of the topics below must be included in the narrative, tabbed in the technical proposal and discussed separately.

#### L.3.1.1 - CAPABILITIES AND IMPLEMENTATION PLAN

1. Performing Corrective Services
	1. Describe how the Corrective Services will be identified and performed as detailed in Section C.3.
		1. If Government chooses “A&E Firm Generated Corrective Services SOW,” describe how the Corrective Services prescribed by the A&E firm will be performed by the Contractor.
	2. Describe who will perform the Corrective Services based on the preferred qualifications in Attachment 1 and in accordance with Section C.3.
2. Performance and Frequency of Preventive Services
	1. Describe how Preventive Services will be performed in accordance with Section C.2.
	2. Describe the frequency of performing the Preventive Services listed in Section C.2.
3. Performing Additional Services
	1. Describe how the Additional Services will be performed in accordance with Section C.4.
	2. Describe who will perform the Additional Services based on the preferred qualifications in Attachment 1 and in accordance with Section C.4.
4. Emergency Shutdown Procedures
	1. Describe the training plan and identify shutdown requirements for Emergency events to be performed by the Contractor.
	2. Describe the training plan and identify shutdown requirements for Emergency events to be performed by the Government representative(s) (if Contractor cannot perform actions in timeframe described in Section C.11).
5. Field Service Reports
	1. Describe how the Field Service Reports will be completed and submitted to Government upon completion of any and all Preventive, Corrective, and Additional Services.

Documentation Management

* 1. Describe how original documents of the PV System will be acquired and stored.
	2. Describe how Field Service Reports of all Preventive, Corrective, and Additional Services performed will be documented and stored.
	3. Describe how receipts of all Consumables, Replacements Components, and other items purchased will be documented and stored.
1. PV System Performance
	1. Describe experience with data monitoring of PV Systems, including, but not limited to, the following:
		1. Internet dashboards
		2. Data archives
		3. Weather Corrected Performance Ratio
	2. Describe experience establishing appropriate frequency of cleaning cycles.
	3. Describe plan to properly calibrate meters, sensors, and weather instruments.
	4. Describe how Government is to receive notification of alerts based on System production levels
	5. Describe response time for Offeror to dispatch qualified personnel for Corrective and Additional Services based on table in Section C.15.5.
2. Service Interruption/Contingency Plan
	1. Describe the procedures and provisions for responding to all electrical service interruptions, both under normal daily operations and during disaster/contingency operations.
	2. Include a discussion of the expected causes of service interruption and how each would be handled both internally and externally by the Offeror, and expected time to come back online.
3. Workforce Management Plan
	1. Identify key project personnel that will be permanently assigned to the project and a contingency plan in case of absence of primary personnel.
	2. Describe the lines of management authority, supervision, span of control, and accountability, including the relationship between prime and subcontractors.
	3. Provide diagrams showing the proposed organization and workforce project management plan.

### L.3.2 - FACTOR 2 – EXPERIENCE

1. Offeror shall demonstrate experience operating, and maintaining the PV System that is similar in scope, size, type, and complexity to project(s)s identified in the RFP. Project(s) cited and references should be recent (i.e., within five years of the date of the proposal), and *<greater or less>* than *<include PV system size similar to Government PV System*>.
2. For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this Solicitation as described above, along with the client name, primary POC, address, telephone number, and email address.
3. The Offeror shall provide evidence of Experience by submitting Project Data Sheets (Attachment 3) for no more than five (5) projects. Project data sheets should be limited to three (3) single-sided pages per project. Offerors shall submit no more than 15 pages of Experience.
4. If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects shall be submitted for each Joint Venture partner.
5. If an Offeror is utilizing experience information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm will have meaningful involvement in the performance of the contract.

### L.3.3 - FACTOR 3 – PAST PERFORMANCE

1. The Offeror shall provide references and information about its past performance of operation and maintenance for up to five (5) solar PV projects of similar size, contract type, complexity, and scope.
2. If available, Offerors shall submit Past Performance data for the projects provided in response to Factor 2 – Experience.
3. Offerors shall submit the Past Performance Questionnaire (PPQ) (Attachment 2).
4. PPQs should be completed and signed by Offeror’s previous Clients. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s).
5. The Government may contact the Offeror’s references to determine customer satisfaction with various aspects of the Offeror’s performance and may use other sources of information. If the Offeror fails to provide valid client contacts, past performance references may not be considered.
6. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the Offeror.

Offeror should follow up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to *<Contracting Officer’s Name>* via email at *<Contracting Officer’s Email Address>* to proposal closing date.

## L.4 - INSTRUCTIONS FOR SUBMISSION OF PRICE PROPOSAL

### L.4.1 - SECTION I – PRICE INFORMATION

This section shall consist of the Offeror’s Price Worksheets for Preventive Services, Corrective Services, Additional Services, and Replacement Component Handling Fees. The Government shall evaluate bids along the five (5) price categories listed in L.4.1.1 to L.4.1.5 to determine competitive range.

#### L.4.1.1 – BASE YEAR PRICING FOR CORRECTIVE SERVICES

All Corrective Services are priced using the Additional Services schedule in Attachment 1.

#### L.4.1.2 – BASE YEAR PRICING FOR PREVENTIVE SERVICES

This section shall determine its proposed Base Year Price in Attachment 1 for all acquired Preventive Services by the Government.

#### L.4.1.3 – BASE YEAR PRICING FOR ADDITIONAL SERVICES

The Offeror shall fill out Attachment 1 for Labor Rates of Qualified Personnel to perform Additional Services.

#### L.4.1.4 – PRICING FOR REPLACEMENT COMPONENT HANDLING FEES

The Offeror shall fill out Attachment 1 for fees associated with handling all Replacement Components and other materials and equipment associated with the Additional Services that are not considered “Consumable” supplies.

### L.4.2 - SECTION II – BUSINESS INFORMATION

This section consists of information necessary for the Government to determine financial responsibility and responsiveness. Offeror shall submit the following information:

1. A signed copy of the Solicitation with completion of Blocks 15a, 15b, 16, 17, and 18 of the SF 33. Signature by the Offeror on the SF 33 constitutes an offer that *<agency name>* may accept.
2. Acknowledgement of all Solicitation Amendments.
3. Completion of Section K – Representations Certifications and Statements.
4. Letter from a Surety validating the Offeror’s single and aggregate bonding capability and their commitment to provide performance and payment bonds, if bonds are required. The bonding company must be U.S. Treasury Circular 570 certified.
5. Confirmation of filing Veterans’ Employment and Training (VETS) VETS1010 and/or VETS100A report for the most recent filing cycle.
6. Completion of FAR clause 52.209-7, Information Regarding Responsibility Matters.

## L.5 - TEAMING ARRANGEMENTS AND JOINT VENTURES

FAR 9.6 refers to Offeror team arrangements. Under a Teaming Agreement, a potential prime Offeror agrees with one or more other companies to have them act as its subcontractor(s) under a specified Government contract or acquisition program. A teaming Agreement is not a formal merger of two or more business entities. A Teaming Agreement should clearly state that the prime Offeror is in control and will retain control if the contract is awarded. The Government recognizes the validity and integrity of teaming arrangements as detailed in FAR Subpart 9.6. All Offerors are encouraged to review FAR Subpart 9.6 to acquaint themselves with its details.

## L.6 - DISPOSITION OF UNSUCCESSFUL PROPOSALS

After award, one copy of each Offeror’s proposal shall be maintained in the contract file. If the Contractor wants the copies returned, the Contracting Officer will return them or the copies will be destroyed.

## L.7 - DEBRIEFINGS

All Offerors may request debriefings by providing a written request to the Contracting Officer within *<number of days>* after receiving notification from the Contracting Officer of elimination from the competitive range or award of contract. To the maximum extent practicable, debriefings will be conducted within *<number of days>* of the debriefing request.

[END OF SECTION]

# SECTION M - EVALUATION FACTORS FOR AWARD

*[The writer of this contract shall add, remove, edit, and/or change any of the language and FAR clauses in this section so as to fit the needs and requirements of the Government.]*

## M.1 - FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1988)

This Solicitation incorporates one or more Solicitation provisions 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| **Number** | **Date**  | **Title** |
| 52.217-5 | Jul-90 | EVALUATION OF OPTIONS |

(End of Provisions)

## M.2 - GENERAL

Offeror must submit information sufficient to evaluate their proposals based on the detailed criteria below.

The Government shall evaluate responsive Offerors who submit complete proposals. A Technical Evaluation Panel (TEP) shall evaluate Offerors’ Technical Proposals in accordance with the Technical Evaluation Factors and rate them using established Adjectival Ratings set forth in Section M. The Government shall rank Offerors based on their technical evaluation and establish a competitive range consisting of highest technically qualified Offerors as determined by the TEP.

The Government shall perform a “best value analysis” and the selection for award shall be made to the Offeror whose proposal is determined to be the most advantageous to the Government. All evaluation factors other than cost or price, when combined, are equally important as cost or price. In any case, the Government reserves the right to make award(s) to that offeror whose proposal provides the best overall value to the Government.

Offerors are advised that award will be made to that offeror whose proposal provides the combination of features that offers the best or greatest overall value to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior performance. Overall cost to the Government may become the ultimate factor for award of a contract as proposals become more equal based on other factors.

## M.3 - TECHNICAL EVALUATION FACTORS

The Government shall evaluate Offerors’ Technical Proposals based on the Technical Evaluation Factors. The Technical Evaluation Factors below are listed in the relative order of importance.

|  |  |
| --- | --- |
| **Relative Order of Importance** | **Factor** |
| 1 | Factor 1: Service Capabilities |
| 2 | Factor 2: Experience and Capabilities |
| 3 | Factor 3: Past Performance |

*[The distinction between experience and past performance is experience pertains to the types of work and volume of work completed by Offerors that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well an Offeror has performed on the contracts.]*

### M.3.1 - FACTOR 1: SERVICE CAPABILITIES

Each Offeror’s Implementation Plan must demonstrate competency in the O&M of solar PV Systems of equal or larger size and complexity. The Offeror should demonstrate that they have the ability to manage technical, logistical, and scheduling challenges involved in the O&M of a solar PV System of similar size and technical scope. The Offeror’s Implementation Plan must address all topics listed in Section L.3.1.1.

Each Offeror will be evaluated on the qualifications and experience of personnel considered integral to performance (prime and subcontractor) to assure project success and the suitability of the contingency plan provided to ensure performance in the absence of primary personnel. Service Capabilities include safety training, certification, and personal protective equipment. Proposals that fail to submit complete and required information will be rated lower.

### M.3.2 - FACTOR 2: EXPERIENCE

Offerors who demonstrate experience operating and maintaining PV Systems that are similar in scope, size, type, and complexity to project(s) identified in this Solicitation may receive a higher rating for this factor. Failure to provide all information requested in Section L.3.2 may result in a lower rating for this factor. Offerors who submit project(s) outside the previous five- (5) year period may be rated lower. The experience of subcontractors or joint venturers will be considered.

### M.3.3 - FACTOR 3: PAST PERFORMANCE

The Past Performance Factor evaluation will assess the relevance and breadth of the Offeror’s experience and the quality of the Offeror’s past performance. The Government is seeking to determine whether the Offeror has experience that will enhance its technical capability to perform and whether the Offeror consistently delivers quality services in a timely and cost-effective manner. In evaluating past performance, the Government will only take into consideration the relevant experience and past performance assessments from the Offeror's customers. However, the Government reserves the right to use other relevant past performance information it obtains through other sources including other Government databases and information contained in trade literature.

Relevance of Experience: The Offeror’s experience will be evaluated on the degree of relevance to the requirement on the basis of similarity in size, scope, complexity, technical difficulty, contract type, and period of performance. Only recent experience will be evaluated.

Past Performance Assessments: The Offeror’s past performance will be evaluated on the basis of information contained in the Offeror's proposal and the information that the Government obtains through other means. The past performance evaluation will assess the Offeror’s record of providing high quality services of a similar nature in a manner that ensures maximum accuracy, throughput, cost-effectiveness, and overall client satisfaction. Evaluations may include interviews with previous clients of the prime Offeror and subcontractor and may include interviews with previous clients of proposed personnel. The Offeror’s experience with and knowledge of issues and problems of large organizations will be evaluated.

## M.4 - ADJECTIVAL RATING

The Government will evaluate the Technical Proposal using the following adjectival rating.

|  |  |
| --- | --- |
| **Adjectival** | **Description** |
| **Exceptional** | Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies. |
| **Good** | Exceeds all the minimum requirements of the criteria; has an above-average probability of success; contains no significant weaknesses, and only minor, correctable weaknesses exist. |
| **Acceptable** | Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses, and any deficiencies can be readily corrected. |
| **Marginal** | Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist. |
| **Unacceptable** | Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success. |

The weaknesses and/or deficiencies (as defined below) of each proposal for each non-price evaluation factor that influenced the assigned adjectival rating shall be identified by the Government during its evaluation.

|  |
| --- |
| **Definitions** |
| **Weakness** | A flaw in the proposal that increases the risk of unsuccessful contract performance. |
| **Deficiency** | A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. |

The Government will evaluate the Past Performance Factor using the following adjectival ratings.

|  |  |  |
| --- | --- | --- |
| ***Rating*** | ***Symbol*** | ***Definition*** |
| **Neutral** | **N** | No past performance available for evaluation. Offeror has asserted that it has no directly related or similar relevant past performance experience. Proposal receives no merit or demerit for this factor. |
| **Outstanding** | **O** | Based on the Offeror’s record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Offeror’s experiences indicate that the Offeror is capable of exceeding the requirements of the delivery order. The Offeror has demonstrated significant experience with and knowledge of the issues and problems of large organizations. |
| **Good** | **G** | The Offeror’s record of past performance indicates there is very little risk associated with receiving quality products, timely services, and full contract performance. Past performance surveys and the Offeror’s experience indicate the Offeror will meet or exceed the requirements of the delivery order. The Offeror has demonstrated experience with and knowledge of the issues and problems of large organizations. |
| **Acceptable** | **A** | The Offer’s record of past performance indicates that there is some potential risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Offeror’s experience indicate the Offeror may have some problems during performance of the delivery order. The Offeror has demonstrated limited experience with and knowledge of the issues and problems of large organizations. |
| **Unsatisfactory** | **U** | The Offeror’s record of past performance indicates it will be unable to perform successfully on the delivery order. |

## M.5 - PRICE FACTORS

The Government will evaluate the Cost/Price of Offerors based on five sub-factors. The sub-factors are listed below in relative order of importance.

|  |  |
| --- | --- |
| **Relative Order of Importance** | **Sub-Factors** |
| 1 | Sub Factor 1: Base Year Pricing for Preventive Services |
| 2 | Sub Factor 2: Base Year Pricing for Corrective Services |
| 3 | Sub Factor 3: Base Year Pricing for Additional Services |
| 4 | Sub Factor 4: Pricing for Replacement Component Handling Fees |

### M.5.1 – SUB-FACTOR 1: BASE YEAR PRICING FOR PREVENTIVE SERVICES

The Government will evaluate the Offeror’s proposed Base Year Price for all acquired Preventive Services by the Government in Attachment 1.

### M.5.2 – SUB-FACTOR 2: BASE YEAR PRICING FOR CORRECTIVE SERVICES

The Government will evaluate the Offeror’s proposed Loaded Labor Rates for Qualified Personnel in Attachment 1 for all acquired Corrective Services by the Government.

### M.5.3 – SUB-FACTOR 3: BASE YEAR PRICING FOR ADDITIONAL SERVICES

The Government will evaluate the Offeror’s proposed Loaded Labor Rates for Qualified Personnel in Attachment 1 for all acquired Additional Services by the Government.

### M.5.4 – SUB-FACTOR 4: PRICING FOR REPLACEMENT COMPONENT HANDLING FEES

The Government will evaluate the Offeror’s proposed Material Handling Fees for Corrective and Additional Services in Attachment 1.

## M.6 - BASIS FOR AWARD

Award of the contract resulting from this solicitation will be made to the responsible Offeror, as defined by FAR 9.104-1, whose proposal is complete pursuant to the preparation requirements set forth in Section L, and is responsive to the evaluation factors as set forth in Section M, in addition to offering the “best value” to the Government that may not necessarily be the proposal offering the lowest price nor the highest technically scored. While the Government intends to evaluate proposals and award a contract without discussions with Offeror (except clarifications as described in FAR 15.306(a)), if determined necessary, the Government reserves the right to conduct discussions with Offerors.

NOTE: The Government reserves the right to not to award a contract from this Solicitation. The Government also reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with Offeror; and to award the contract to the Offeror submitting the “best value” to the Government based on the Government analysis.

[END OF SECTION]

# ATTACHMENT 1 – PRICE BID RESPONSE FORM

*[It is the responsibility of the Contractor to comply with the Davis Bacon and Related Acts (DBRA) and the Services Contract Act (SCA) when providing the Government with wage determinations for each type of service needed for the operation and maintenance of the PV System. The Contractor must determine which wage determination (DBRA or SCA) will be used for each service.]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Expense Category** | **Scope of Work Description** | **Quantity** | **Unit** | **Unit Price** |
| **1.00** | **Corrective Services** |
| **1.01** | **All Corrective Services are priced using Additional Services pricing schedule herein.** |
| **2.00** | **Preventive Services** |
| 2.01 | Site Maintenance |  | 1 | Per Year |  |
| 2.02 | Electrical Inspection |  | 1 | Per Year |  |
| 2.03 | Module and Racking Inspections |  | 1 | Per Year |  |
| 2.04 | Metering, Monitoring, Data Storage, Reporting, and Ongoing Telemetry Fees |  | 1 | Per Year |  |
| 2.05 | Consumables |  | 1 | Per Year |  |
| **3.00** | **Additional Services** |
| 3.01 | Administrator | Record-keeping, service confirmation, correspondence. Must be experienced with management of contractors and quality. | 1 | Hours |  |
| 3.02 | Cleaner | Clean PV arrays with approved equipment that will not damage the modules and environmentally safe cleaning fluids. 10-hour OSHA card required. | 1 | Hours |  |
| 3.03 | Designer | Specifications, drawings, modeling and analysis, codes, and standards. Preferred B.S. in electrical engineering; registered PE; NABCEP PV Installer Certification; knowledge of IEEE, NEC, NESC, and other codes & standards for PV Systems; required level of errors and omissions standards. | 1 | Hours |  |
| 3.04 | Inspector | Diagnostic analysis; visual inspection; specific testing. NABCEP PV Installer Certification. | 1 | Hours |  |
| 3.05 | Inverter Specialist | Inverter diagnosis, repair, and upgrades. | 1 | Hours |  |
| 3.06 | Journeyman Electrician | Module replacement, inverter replacement, fuse/breaker replacement, conduit routing, wiring, and ground fault repair. Trained in arc-flash, lock-out/tag-out, and other special protective equipment and procedures. NABCEP PV Installer certification; experience in the design of medium-voltage electrical PV Systems. 50-hour OSHA card required. | 1 | Hours |  |
| 3.07 | Master Electrician | Module replacement, inverter replacement, fuse/breaker replacement, conduit routing, wiring, and ground fault repair. NABCEP PV Installer certification; experience in the design of medium-voltage electrical PV Systems. NERC Certification required for positions that affect the power grid. 50-hour OSHA card required. | 1 | Hours |  |
| 3.08 | Mechanic | Maintenance and repair/replace of tracking mount components. Required level of bonding and insurance. 50-hour OSHA card required. | 1 | Hours |  |
| 3.09 | Network/IT | Internet/network repair and monitoring equipment repair. Knowledge of specific monitoring devices and how monitoring PV Systems are connected through network connections, wireless/cellular modems. Knowledge of Modbus, DNP3, and other protocols. HMI operator interfaces. | 1 | Hours |  |
| 3.10 | Pest Control | Remove any and all nesting vermin. Trained in safe handling of animal and detritus. Required level of bonding and insurance. Trained in any required pesticide applications. | 1 | Hours |  |
| 3.11 | PV Module/Array Specialist | Operate, troubleshoot, maintain, and repair photovoltaic equipment. NABCEP PV Installer Certification. | 1 | Hours |  |
| 3.12 | Roofing | Identify and repair roof leaks and re-roof. 10-hour OSHA card & fall-protection equipment training; or 50-hour OSHA card. Required level of bonding and insurance. | 1 | Hours |  |
| 3.13 | Structural Engineer | Inspect, identify, and diagnose foundation & rack issues. B.S. in civil engineering. Registered PE licensed to practice engineering in the jurisdiction. | 1 | Hours |  |
| 3.14 | Ground Maintenance | Removal of vegetation causing shading/soiling issues. 50-hour OSHA card. Required level of insurance. Trained in any required herbicide applications. | 1 | Hours |  |
| 3.15 | Utilities Locator | Locate underground utilities. | 1 | Hours |  |
| 3.16 | Welder/Metal Worker | Repair any structural issues to array racking components comprising various metal parts. | 1 | Hours |  |
| 3.17 | Excavator | Contractor and equipment on an hourly basis. | 1 | Hours |  |
| 3.18 | IR Aerial Inspections | Contractor and equipment on an hourly basis. | 1 | Hours |  |
| 3.19 | EL Aerial Inspections | Contractor and equipment on an hourly basis. | 1 | Hours |  |
| **4.00** | **Replacement Component Handling Fee** |
| **CLIN** | **Expense Category** | **Scope of Work Description** | **Cost Plus Admin Fee (%)** |
| 4.01 | Replacement Component Handling Fee (Cost + %) | Replacement parts purchased as part of Corrective and or Additional Services. Contractor shall recoup cost plus a handling fee. |  |

# ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE

The Offeror/Contractor listed is being considered in a Source Selection by the *<agency name>.* This is a request for past performance information on a project the Offeror has identified as being relevant to this solicitation. This information will be used in the evaluation of the Offeror's performance of that project. The following information, once submitted, will be treated as confidential and will not be released. This information will only be used to evaluate this Offeror for this solicitation. Please complete the following questionnaire, utilizing the following guidance:

1. Handwritten responses are sufficient.
2. Circle a rating as listed below and provide a brief supporting narrative for your area of administrative responsibility. In the event of any unsatisfactory performance, please describe the cause and corrective actions and any other pertinent information relative to the contractor's inadequate performance.
3. The assessment questions contained in this questionnaire shall be rated pursuant to the following definitions:
	1. Exceptional (E) - Indicates the contractor's performance exceeded the contractual requirements.
	2. Satisfactory (S) - Indicates there were no major problems that were not quickly and effectively solved by the contractor, and the contractor was meeting all contractual requirements.
	3. Marginal (M) - Indicates the area of evaluation contained major problems that were not effectively solved by the contractor. The contractor met basic contract requirements with assistance from the customer. Please include any written documentation supporting this rating.
	4. Unsatisfactory (U) - Indicates a serious problem existed on the part of the contractor that precluded the contractor from meeting the contractual requirement(s). Please include any written documentation supporting this rating.
	5. N/A - Not applicable or observed.
4. Please return the completed forms to the *<agency regional branch>.*

*Contracting Officer Name*

*Address*

*Phone Number*

*Email Address*

**PAST PERFORMANCE CUSTOMER QUESTIONNAIRE PROJECT:**

The *<agency name>* is interested in your assessment of the name company’s “past performance.” Past performance refers to the company’s record of conforming to contract requirements and to standards of good workmanship; the company’s record of forecasting and controlling costs; the company’s adherence to contract schedules, including administrative aspects of performance; the company’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and the company’s general businesslike concern for the interest of the customer. These questions relate to work performed by:

**Contractor Under Review: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and Location of Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Respondent (Customer) Identification:**

*Name:*

*Date:*

*Company/Organization:*

*Position/Job Title:*

*Telephone Number:*

*Email Address:*

**Questionnaire:**

1. Is the information provided by the contractor on the Project Information accurate and correct to the best of your knowledge? Yes ( ) No ( )

2. What type of work did the contractor perform?

3. How would you rate the contractor's overall performance?

Exceptional (E) Satisfactory (S) Marginal (M) Unsatisfactory (U) N/A

4. How would you rate the contractor's overall corporate management, integrity, reasonableness, and cooperative conduct?

E S M U N/A

5. How would you rate the contractor's quality control program and performance on delivery of quality work?

E S M U N/A

6. How effective was the contractor in meeting completion requirements, including punch list items and warranty work?

E S M U N/A

7. How efficient and timely were the services performed (compliance with the schedules of completion)?

E S M U N/A

8. Please circle the statement that best describes your feelings with regard to the contractor.

1. They were an outstanding contractor in every respect. Problems were solved in a spirit of teamwork. Quality work, timely actions, and complete documentation were routinely achieved. We would pay a premium price to contract with them again.
2. They were an above-average contractor who we would not hesitate to award again. Problems encountered were minor and solutions were found with little difficulty.
3. They were an average contractor meeting the minimum requirements of the contract. Performance deficiencies improved when identified by the client/agency.
4. They were a below-average contractor. Numerous problems developed that were a result of their lack of cooperation and failure to perform as required. An aggressive inspection program was required to ensure compliance.
5. They were a poor contractor who we would not want again under any circumstances. We would have been within our rights to terminate them for default.
6. None of the above. Please provide your statement.

9. Was the contractor given any of the following (or anything of a similar nature)?

 Cure Notice: Yes No

 Show Cause Notice: Yes No

 Termination for Default: Yes No

10. If there are any additional comments, information, etc., that you would like to add to the survey that does not fall into any of the above categories, please indicate below:

**Return to**:

*Contracting Officer Name*

*Address*

*Phone Number*

*Email Address*

# ATTACHMENT 3 - PROJECT DATA SHEET FOR CORPORATE EXPERIENCE

The Offeror/Contractor listed is being considered in a Source Selection by the *<agency name>.* This is a request for Corporate Experience on a project the Offeror has identified as being relevant to this solicitation. This information will be used in the evaluation of the Offeror's performance of that project. The following information, once submitted, will be treated as confidential and will not be released. This information will only be used to evaluate this Offeror for this solicitation. Please complete the following sections:

Contract Number and Description:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Awardee

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Type (Firm-Fixed Price, Time and Materials, etc.).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Title:

­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Location:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Contact information:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Start Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Completion Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Description:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of self-performed work:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other pertinent information:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. NREL’s “Best Practices for Operations Maintenance for Photovoltaic and Energy Storage Systems: 3rd Edition” recommends module inspections on annual basis. However, this may be too frequent and come as a significant cost burden for agencies. [↑](#footnote-ref-1)
2. https://www.biopreferred.gov/BioPreferred/faces/pages/AboutBioPreferred.xhtml [↑](#footnote-ref-2)
3. IEC 61724-1 [↑](#footnote-ref-3)