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## **PART I – THE SCHEDULE**

### **Section B - Supplies or Services/Prices**

#### **B.1 Supplies/Services Being Procured / Delivery Requirements**

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

#### **B.2 Implementation Delivery Percentage**

The reference delivery percentage for this Contract is:

<b>TYPE OF PERCENTAGE</b>	<b>PERCENTAGE VALUE*</b>
Project Implementation Delivery Percentage (IDP)	XX.XX%

\* NOTE: The project IDP shall serve as a reference point for negotiations for all subsequent TOs issued under this IDIQ. (The percentage values are provided in the individual IDIQ contracts.)

#### **B.3 Order Limitations / Contract Ceiling**

This IDIQ contract has a base ordering period of 5 years with one 5 year option period, for a total ordering period of 10 years, if the option is exercised. There is no guarantee that the option will be exercised on any or all of the awarded contracts.

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

THE MAXIMUM CONTRACT AMOUNT for this IDIQ contract is \$5,000,000,000 (\$5 Billion) over a period of 10 years (if the option is exercised).

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

[END OF SECTION B]

## **Section C - Description/Specifications**

### **C.1 General Requirements / Project Scope**

- a. The purpose of this ESPC IDIQ contract is to acquire energy and water conservation services, reduce energy or water consumption and associated utility costs, and reduce energy and water-related operations and maintenance (O&M) costs, as specified in each associated TO. ESPCs are used to obtain energy and/or water cost and/or energy unit savings through the implementation of various energy and/or water conservation measures (ECMs/WCMs). As part of and in addition to achieving energy savings, ESPCs may enhance the resilience of energy and water systems, modernize infrastructure, and improve mission assurance through technologies including but not limited to distributed generation and energy storage technologies, continual/ongoing commissioning, and other technologies listed in Attachment J-3, ESPC Technology Categories. O&M and repair and replacement (R&R) savings must be related to the ECM/WCM, that is, costs avoided by implementation of the ECM/WCM. Although the focus of this contract is to obtain energy and/or water cost and/or energy unit savings, there are no proportional requirements with respect to the various types of energy, water and related savings that can be achieved through an ESPC project (e.g., energy and water savings could be less than O&M savings). The Contractor shall be responsible for providing all personnel, facilities, equipment, materials, supplies, and services to install energy and water conservation projects and renewable energy projects, and provide O&M and measurement and verification (M&V) as specified in each TO. The TO project guaranteed annual cost savings must be verified and documented annually via M&V.
- b. This IDIQ contract may be used by Federal agencies (Executive, Legislative, and Judicial Branches) for all Federally-owned buildings and facilities and, in some instances, to non-Federally owned buildings and facilities as permitted by 42 U.S.C. § 8287c (2), in accordance with the procedures established in this IDIQ contract.
- c. All ordering agencies, including other Department of Energy (DOE) sites, planning to issue TOs under this IDIQ contract shall obtain written authorization from the current DOE IDIQ Contracting Officer before TO award. When issuing a Notice of Opportunity (NOO) for a TO project, the ordering agency proposing to use this IDIQ shall notify the DOE IDIQ Contracting Officer and provide a copy of the NOO to be posted. Any pending (or proposed) TO award must identify the total value to ensure sufficient ceiling is available under the IDIQ contract.
- d. The terms and conditions that follow throughout the remaining sections of this IDIQ contract may be tailored, as appropriate (based on the needs and regulations of the ordering agency), in an ordering agency's TO Request for Proposals (RFP). (A template for the TO RFP can be found within the "Resources for Implementing Federal ESPCs" webpage on the DOE FEMP website. See Attachment J-10, References and Web Links, for the specific web address.) However, any tailored items must comply with the Federal Acquisition Regulations (FAR), the statutory requirements for ESPCs and remain within the scope of this IDIQ contract.
- e. Ordering agencies are required to obtain a project facilitator (PF), as defined in Attachment J-2, to pursue a project under this IDIQ contract. This PF requirement shall not be waived by the ordering agency. The Contractor shall cooperate with the PF in the performance of PF's responsibilities to support the ordering agency. Additional information concerning PFs can be found on the Project Facilitators webpage of the DOE FEMP website. (See Attachment J-10, References and Web Links, for the specific web address.)
- f. The Contractor shall obtain and maintain an approved status on DOE's Qualified List of Energy Service Companies (the DOE Qualified List) throughout the period of performance of the contract. The DOE Qualified List and instructions for obtaining and maintaining an approved status can be located on the DOE Qualified List webpage of the DOE FEMP website. (See Attachment J-10, References and Web Links, for the specific web address.)
- g. The Government may, at any time, and at its sole discretion, revise the guidance documents, templates, and project systems referenced in this IDIQ contract to facilitate effective and efficient administration of the IDIQ contract over the entire period of performance. The Government will notify the Contractor of any such revision

a minimum of 60 days prior to the effective date of the revised version of the guidance document, template, or project system. The notification will include a brief summary of the proposed revision(s), why the revision(s) is being implemented, and the applicability of the revision(s) to future and/or ESPC projects in development but not yet awarded. If the proposed revision(s) may increase the cost or unduly delay participation in or performance of future and/or ESPC projects in development, the Contractor must notify the Government within 15 calendar days of the proposed revision(s) notification. The Contractor shall continue participation in or performance of future and/or ESPC projects in development pending resolution by the DOE IDIQ Contracting Officer of any objections to the proposed revision(s), and shall comply with any decision of the DOE IDIQ Contracting Officer. Continued participation in or performance of future and/or ESPC projects in development without an objection to the proposed revision(s) constitutes acceptance of the revised guidance documents, templates, and project systems.

## **C.2 Energy Conservation Measures (ECMs) and Water Conservation Measures (WCMs)**

This IDIQ contract and associated TOs require the Contractor to possess the capability to implement ECMs and WCMs that reduce energy and water consumption or costs, increase renewable energy use, and can reduce energy and water-related O&M costs. ECMs/WCMs include measures to increase energy efficiency of energy-consuming systems and to reduce water consumption.

ECMs/WCMs are usually part of an integrated system, the failure of which could compromise the performance of an ECM/WCM. ECM/WCM Related Work may be required to ensure the other parts of the integrated system are functioning properly. Additional types of ECM/WCM Related Work may also increase the useful life of an ECM/WCM and/or increase the energy efficiency, water conservation, or use of renewable energy of an ECM/WCM. Such related work may include improvements that enhance the performance characteristics of a system or space, thereby allowing an ECM/WCM to provide more savings than could be implemented without such improvement (for example, changing the interior paint color to allow for a lower light level). The ordering agency Contracting Officer (CO, or KO for Department of Defense (DoD) entities) is responsible for determining whether the Contractor-proposed work is related to the successful implementation of an ECM/WCM.

ECMs also include measures that improve the efficiency of energy production systems that generate electrical and/or thermal energy. During the development of a TO project, the Contractor shall consider the suggested list of ECMs/WCMs provided in Attachment J-3. Particular emphasis should be placed on assessment of renewable energy opportunities. This IDIQ contract may be unilaterally modified to add Technology Categories and/or sample ECMs/WCMs that are not currently listed. The Contractor is encouraged to seek out all energy and water conservation opportunities present in a given facility.

## **C.3 Facility Performance Requirements of ECMs/WCMs**

Installed ECMs/WCMs shall comply with the standards of service required for facilities as specified in each TO. The standards of service may include acceptable temperature and humidity ranges, allowable setbacks, noise criteria, air quality parameters, desired override of controls, lighting levels, and other related factors, as agreed to between the ordering agency and the Contractor.

## **C.4 Measurement and Verification (M&V) of ECM/WCM Performance**

- a. Every TO awarded shall include a site-specific M&V plan that specifies the M&V requirements and procedures that shall apply to the TO project, based on various factors, such as type of ECMs/WCMs, projected value of energy and water savings, certainty/uncertainty of savings being achieved, and the intended risk allocation between the ordering agency and the Contractor. (An M&V plan outline can be found in Appendix C of the latest version of the DOE FEMP “M&V Guidelines: Measurement and Verification for Performance-Based Contracts”. See Attachment J-10, References and Web Links, for the specific website address.)
- b. The TO M&V plan is the primary vehicle that an ordering agency uses to first document and then to periodically evaluate the performance of the TO project. This document shall be thoroughly understood by the



Contractor and ordering agency. It shall, in a clearly understandable format, state where and how energy, water and related cost savings are going to occur and how they are to be calculated and verified. If the scope of work does not include the entirety of a site, or all the systems or significant portions within a building, that situation shall be stated clearly so that the ordering agency and the Contractor are aware of what the TO covers and what it does not. Each building and/or space within a building that will be affected shall be identified. Buildings or portions of buildings that will not be affected shall also be identified. If there are significant energy- or water-using building systems or other energy or water uses within the buildings, which will not be affected by the TO, they shall be identified so that there is clear understanding of the extent to which total energy, water and related costs at the site will be affected. If this information is provided in the proposal, it shall be repeated, and may be supplemented, in the M&V plan.

- c. The description of facilities and systems affected by the ECMs/WCMs serves as the context for determining risks associated with the performance of the ECMs/WCMs and the likelihood of success in achieving projected savings. The first step in developing an M&V plan shall be accomplished through the completion of the Risk, Responsibility and Performance (RRP) Matrix template. (The RRP Matrix template can be found within the "Resources for Implementing Federal ESPCs" webpage on the DOE FEMP website. See Attachment J-10, References and Web Links, for a direct link to the template.) The RRP Matrix indicates the responsibility and performance of actions agreed to by the Contractor and the ordering agency.
- d. The TO M&V plan shall specify the M&V options and methods that will be used for each ECM/WCM included in the TO. M&V options and methods proposed for each ECM/WCM shall comply with the latest version (in effect at the time of TO award) of the DOE FEMP "M&V Guidelines: Measurement and Verification for Performance-Based Contracts" (See Attachment J-10, References and Web links, for specific website address). The DOE FEMP M&V Guidelines include a variety of guidelines and tools that will help in the development of a technically rigorous M&V plan, including both optional M&V methods for differing ECMs/WCMs, and tools for assessing the cost implications of these options. If operation and maintenance savings are included in the TO, then the Contractor shall comply with the latest version (in effect at the time of TO award) of "How to Determine and Verify Operating and Maintenance (O&M) Savings in Energy Savings Performance Contracts". (See Attachment J-10, References and Web links, for specific website address.)

#### **C.4.1 M&V Activities**

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

- a. Define a site-specific M&V plan for the particular project being installed, once the project has been fully defined and the Investment Grade Audit (IGA) is completed. This shall occur before the TO is awarded, and the M&V plan will be negotiated with the ordering agency and incorporated into the TO.
- b. Define pre-installation baseline including (a) equipment/systems, (b) baseline energy use, (c) system performance factors (e.g., lighting levels, temperature set-points, time clock settings), and/or (d) actions to determine baseline energy use, which may include site surveys, short-term or long-term metering, analysis of billing data, and/or engineering calculations. The pre-installation baseline shall also identify factors beyond the Contractor's control that influence post-installation energy (e.g., building occupancy, weather, physical changes to building, area of conditioned space, addition or removal of equipment, operating conditions, mission use, utility rates). Where such factors beyond the Contractor's control potentially exist, the ordering agency and Contractor will agree on the formal change control process to adjust the baseline, modify savings calculations or otherwise account for such factors. Where feasible, adjustments to the calculation methodology for savings are preferred over changes to the baseline. Such adjustments make it easier to present the actual savings. The RRP Matrix will guide the identification of factors on which such agreements may need to be reached. The definition of all elements of the pre-installation baseline will be agreed upon before the TO is awarded.
- c. Define post-installation conditions including (a) equipment/systems, (b) post-installation energy use and/or (c) actions to determine post-installation energy use, which may include site surveys, short-term or long-term metering, analysis of billing data, and/or engineering calculations.

- d. Conduct annual M&V activities to verify operation of the installed equipment/systems and calculate the previous year's energy and water savings. Compare verified and guaranteed savings.

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

- a. The Contractor shall prepare and submit a general M&V approach with its Preliminary Assessment (PA), identifying the M&V options and methods to determine a site-specific pre-installation baseline and the post-installation ECM/WCM performance for each proposed ECM/WCM.
- b. The Contractor shall prepare and submit a site-specific M&V plan with its TO proposal, per the requirements in Section H, and the current standards in the latest version of the DOE FEMP M&V Guidelines. This site-specific M&V plan shall include a schedule indicating M&V activities, recommended level of government witnessing for each ECM/WCM per the latest version of DOE FEMP's "Guide to Government Witnessing and Review of Measurement and Verification Activities" (See Attachment J-10, References and Web Links, for specific website address), and post-award M&V reporting milestones for each ECM/WCM. Prior to installation of ECMs/WCMs, the ordering agency must witness measurements in accordance with the final negotiated and approved site-specific M&V plan. The ordering agency will review calculations, records (e.g., utility bills) and other elements of the baseline, to confirm their accuracy and to confirm that methods are consistent with the approved M&V plan. The Contractor shall coordinate with the ordering agency to ensure an agency witness will be involved as required in the approved site-specific M&V plan.
- c. The Contractor shall prepare and submit a post-installation report to the ordering agency, per the report outline in the latest version of the DOE FEMP M&V Guidelines. The post-installation report shall include results of eProject Builder (ePB) output (see Attachment J-8 for instructions), and M&V data and calculations. This report shall verify that installed ECMs/WCMs will meet the required standards of service and the guaranteed annual cost savings specified in the awarded TO. Inspections and measurements conducted by the Contractor for this post-installation report are to be witnessed by the ordering agency according to the approved site-specific M&V plan. The post-installation report shall be reviewed as recommended in the latest version of DOE FEMP's "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects" (See Attachment J-10, References and Web Links, for specific website address), and must be accepted in writing, by the authorized ordering agency official(s). The authorized ordering agency official(s) will provide the written acceptance of, and/or review comments on, the post-installation report within 20 working days after receiving the report (or such other period as may be specified in the TO). The Contractor shall reply to any post-installation report comments within 20 working days after receiving the comments (or as specified by the ordering agency). The Contractor shall coordinate with the ordering agency to ensure an agency witness will be involved as required in the approved site-specific M&V plan.
- d. The Contractor shall prepare and submit an annual M&V report to the ordering agency, per the annual M&V report outline in the latest version of the DOE FEMP M&V Guidelines. The annual M&V report shall include results of ePB output (Attachment J-8), and data and calculations that demonstrate that continued ECM/WCM performance achieves the guaranteed annual cost savings as required by the TO. Inspections and measurements conducted by the Contractor for this annual M&V report are to be witnessed by the ordering agency in accordance with the approved site-specific M&V plan. The annual M&V report shall be reviewed, as recommended in the latest version of DOE FEMP's "Reviewing Post-Installation and Annual Reports for Federal ESPC Projects," and must be accepted in writing by the authorized ordering agency official(s). Review and acceptance of the annual M&V report, in accordance with FEMP's "Guide to Government Witnessing and Review of Measurement and Verification Activities", constitutes documentation to determine the amount of the Contractor payment. The authorized ordering agency official(s) will provide the written acceptance of, and/or review comments on, the annual M&V report within 20 working days after receiving the report (or such other period as may be specified in the TO). The Contractor shall reply to any annual M&V report comments within 20 working days after receiving the comments (or as specified by the ordering agency). The Contractor shall coordinate with the ordering agency to ensure an agency witness will be involved as required in the approved site-specific M&V plan.
- e. In accordance with the site-specific M&V plan, each annual M&V report shall include a section that documents, on a continual basis, the changes or impacts that have affected the ability of the project to generate



energy and water savings. This “running log of impacts”, with associated impact on energy and water savings, is included so that when these become significant a TO adjustment can be investigated. The ordering agency may adjust the TO when it is in the economic best interest of the Government to make the necessary changes.

- f. Each annual M&V report shall include a copy of the previous year’s M&V report comments and responses in the appendix to the report, for the purpose of bringing consistency to the M&V evaluation process.

## **C.5 Installation Requirements for ECMs/WCMs**

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

### **C.5.1 Site Investigation and Conditions Affecting the Work**

Per FAR 52.236-3, Site Investigation and Conditions Affecting the Work, the Contractor is responsible for taking reasonable steps necessary to determine the site conditions that affect the work or its cost. For example, if an ECM/WCM includes replacement of a pump, it would be reasonable for the Contractor to perform activities that included, but are not limited to, the review of the electrical system to ensure implementation of the ECM/WCM would be code compliant, and testing for potential hazardous materials that may affect the cost of implementing the ECM/WCM.

### **C.5.2 Site Investigation and Conditions Affecting ECM/WCM Performance**

The Contractor is responsible for investigating the site conditions affecting ECM/WCM performance. This shall include, but not be limited to, analyzing the existing facilities, mechanical systems, building structures and components, property and any other factors that may impact performance. For example, if an ECM/WCM is part of a larger system, and performance of that ECM/WCM is dependent on ECM/WCM-related parts of the system for the ESPC project, the Contractor must determine that the entire system is in sufficient operational condition for the ECM/WCM to work as guaranteed at the time of the investigation.

### **C.5.3 Design and Construction Package**

- a. The Contractor shall prepare and submit a design and construction package to the ordering agency for review and approval prior to starting ECM/WCM installation in accordance with Attachment J-4, Recommended Deliverables for Task Orders. The design and construction package shall be certified (stamped) by a licensed professional engineer in the State where the work is to be performed to assure compliance with applicable building codes and the ordering agency’s design standards. The TO will specify site-specific requirements of the design and construction package. Acceptance of the design and construction package by the ordering agency shall not relieve the Contractor from responsibility for meeting facility standards of service and guaranteed annual cost savings.
- b. The design and construction package due date will be negotiated between the Contractor and the ordering agency and specified in the TO. Phased design and construction may be allowed and specified by the ordering agency in the TO. Upon approval of the design and construction package, bonds will be required in accordance with Section H.7.
- c. The design and construction package shall be prepared and shall include at least the following:
  1. *Manufacturer's Data* – For all ECM/WCM equipment to be installed, the Contractor shall provide the manufacturer's descriptive literature of equipment including drawings, diagrams, performance and characteristic curves, catalog cuts and installation guidelines and warranty considerations.
  2. *Design and Construction Specifications* – Unless otherwise specified by the ordering agency, the Contractor shall identify and reference design and construction specifications applicable to installed ECMs/WCMs.

3. *Construction Drawings* – Construction drawings shall be prepared by the Contractor, subcontractor, or any lower-tier subcontractor.
  4. *Planned Service Interruptions* – If any utility services must be discontinued temporarily to perform work, such interruptions shall be described and indicated on the project installation schedule. The description shall include the length of the interruption, its time (date, day of week, time of day, etc.), and a justification for the interruption. Required service interruptions shall be scheduled per Section C.5.8, *Service Interruptions*, of the IDIQ contract.
  5. *Site Plan and Compliance with Federal Site Exterior Architectural Plan* – If an ECM/WCM involves the installation of facilities or exterior structures, the Contractor shall provide a site plan showing its location, or show its location on the ordering agency's existing site plan. The Contractor shall also provide plan and elevation drawings of the facility or exterior structure showing its size and exterior appearance.
  6. *Acquisition of Permits* – For any ECM/WCM installation requiring permits from regulatory agencies, the Contractor shall provide its plan and schedule for acquiring such permits in accordance with ordering agency instructions and requirements.
  7. *Installation Schedules* – The installation schedule shall show the order in which the Contractor proposes to perform the work and the dates on which the Contractor contemplates starting and completing all major milestones (including acquiring materials, equipment, permits, and inspections). The schedule shall be in the form of a progress chart of suitable scale to indicate the amount of work scheduled for completion by any given date during the installation period.
- d. Design documents will require both a preliminary and final review by the ordering agency. Each TO will specify the submittal requirements associated with each review.

#### **C.5.4 Design and Construction Standards**

- a. A TO awarded under this IDIQ contract shall specify design and construction standards applicable to site or ordering agency specific facility requirements. At a minimum, all ECMs/WCMs, work, equipment and materials required for ECM/WCM installation shall comply with the most recent issue of the design and construction standards indicated in the TO, as applicable. If a publication required by an individual ECM/WCM is not listed below, the Contractor shall utilize one that has national/international application. The following list of standards is provided as a guideline for establishing these requirements.
  - American National Standards Institute (ANSI)
  - Code of Federal Regulations (CFR)
    - 29 CFR 1910, Occupational Safety and Health Standards
    - 10 CFR 433, Energy Efficiency Standards for the Design and Construction of New Federal Commercial and Multi-Family High-Rise Residential Buildings
    - 29 CFR 1926, Safety and Health Regulations for Construction
  - National Electric Code (NEC)
  - National Electrical Safety Code (NESC)
  - National Fire Protection Association (NFPA) Standards including, but not limited to, NFPA 101 - Life Safety Code
  - National Electrical Manufacturers Association (NEMA)
  - Underwriters Laboratory (UL)
  - International Building Code (IBC)
  - International Plumbing Code (IPC)
  - International Mechanical Code (IMC)
  - American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)
    - ASHRAE 62.1 and 62.2
    - ASHRAE 90.1
  - Army Corps of Engineers Safety Manual

- National Historic Preservation Act, as applicable
  - Illuminating Engineering Society of North America (IESNA)
  - American Institute of Architects (AIA) Master Specification
  - Air-Conditioning and Refrigeration Institute (ARI)
  - Occupational Safety and Health Administration (OSHA) regulations
  - Other design standards required by the ordering agency
- b. No requirement of this IDIQ contract shall supersede applicable regulations, local codes and/or standards. Any violation of such regulations and standards shall be brought to the attention of the authorized ordering agency official(s) for clarification or direction prior to proceeding with the work.
- c. If conflicts between designated applicable codes and/or standards exist, the Contractor shall notify the ordering agency CO/KO. In coordination with the applicable authority having jurisdiction over said codes and/or standards, the ordering agency CO/KO and the Contractor shall discuss which code and/or standard is appropriate to follow. The ordering agency CO/KO shall make a final determination concerning the applicable code and/or standard and notify the Contractor.

### **C.5.5 ECM/WCM Quality Control Inspection Program**

- a. The Contractor shall be responsible for quality control during installation of ECMs/WCMs. The Contractor shall inspect and test all work performed during ECM/WCM installation to ensure compliance with the TO's performance requirements. The Contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for any non-Federal organization, such as a utility or other regulatory agency. The Contractor shall prepare an ECM/WCM Quality Control Inspection Plan for review and acceptance by the ordering agency. Any changes to the ECM/WCM Quality Control Inspection Plan shall be submitted for review and acceptance to the ordering agency. The ECM/WCM Quality Control Inspection Plan shall be prepared and submitted in accordance with the TO reporting requirements.
- b. The ECM/WCM Quality Control Inspection Plan shall detail the procedures, instructions, and reports that ensure compliance with the TO and this IDIQ contract. This plan shall include, as a minimum:
1. The quality control organization, in chart form, showing the relationship of the quality control organization to the Contractor's organization.
  2. Names and qualifications of personnel in the quality control organization.
  3. Area of responsibility and authority of each individual in the quality control organization.
  4. A listing of outside organizations, such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor, and a description of the services these firms will provide.
  5. Procedures for reviewing all shop drawings, samples, certificates, or other submittals, including the names of the persons authorized to sign the submittals for the Contractor.
  6. An inspection schedule, keyed to the installation schedule, indicating necessary inspections and tests, the names of persons responsible for the inspections and tests, and the time schedule for each inspection and test.
  7. The procedures for documenting quality control operations, inspection, and testing, with a copy of all forms and reports to be used for this purpose. The Contractor shall include a status log listing all submittals required by the inspection plan and stating the action required by the Contractor or the ordering agency. The Contractor shall also prepare and maintain a testing plan that shall contain a listing of all tests required by the TO and this IDIQ contract.
  8. The ECM/WCM Quality Control Inspection Plan shall be submitted to the ordering agency for review and approval as a separate stand-alone document at the same time as the required Design and Construction

Package, after award of the TO.

9. Final quality control records shall be consolidated and provided to the authorized ordering agency official(s).

### **C.5.6 ECM/WCM Commissioning**

The Contractor shall assure the ordering agency, through the ECM/WCM Commissioning, that the ECMs'/WCMs' performance achieves facility and/or process performance requirements as set out in the TO. The ECM/WCM Commissioning shall be accomplished through a process of verification and documentation, in accordance with the "Commissioning Guidance for ESPCs," provided on the DOE FEMP website. (See Attachment J-10, References and Web Links, for specific website address.)

- a. Commissioning Approach – The Contractor shall submit in its TO proposal a severable ECM/WCM Commissioning Approach document, that utilizes site specific data and factors needed to achieve facility performance requirements in accordance with the TO.
- b. Commissioning Plan – After the ordering agency reviews and accepts the design and construction package, the Contractor shall provide a Commissioning Plan to the ordering agency for acceptance that finalizes the Commissioning Approach and addresses each ECM/WCM with specific steps that will be taken during the commissioning process. A Commissioning Plan outline of recommended content is provided in the "Commissioning Guidance for ESPCs."
- c. Commissioning Report – The Contractor shall submit to the ordering agency a Commissioning Report documenting the ECMs'/WCMs' effect(s) upon facility performance requirements in accordance with the Commissioning Plan and ordering agency requirements. A Commissioning Report outline of recommended content is provided in the "Commissioning Guidance for ESPCs." The ordering agency CO/KO or other authorized official will provide a written acceptance of, and/or review comments on, the Commissioning Report within 20 working days after receiving the report (or such other period as may be specified in the TO). The Contractor shall reply to any Commissioning Report comments within 20 working days after receiving the comments (or as specified by the ordering agency).

### **C.5.7 Environmental Protection**

- a. Impacts on air quality (pollutants, noise level, and odors or fumes) and potable water use are examples of potential areas of concern at the project site. Any ECM/WCM and related work shall comply with the National Environmental Policy Act (NEPA) and other applicable Federal, State and local environmental protection regulations. The TO will identify specific known hazardous waste handling and storage requirements (e.g., Polychlorinated Biphenyl (PCB) ballasts removed from lighting fixtures).
- b. The Contractor shall comply with applicable Federal, State and local laws and with the applicable regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the ordering agency CO. Authorized ordering agency officials may inspect any of the Contractor's work areas on a no-notice basis. The Contractor shall indemnify and hold the Government (including the ordering agency, DOE, and/or any person acting on behalf of the Government) harmless for any and all liability, including attorneys' fees and legal costs, resulting from the Contractor's noncompliance or violation of any applicable Federal, State or local law, regulation or standard regarding environmental protection. In the event that a regulatory agency assesses a monetary fine against the ordering agency for violations caused by the Contractor's actions or inaction, the Contractor shall immediately reimburse the ordering agency for the amount of any fine and other related costs paid. The Contractor shall also clean up any oil spills, hazardous wastes, and hazardous materials resulting from the Contractor's operations. The Contractor shall comply with the instructions of the ordering agency's designated safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of Federal or civilian personnel.
- c. The Contractor shall prepare all documentation necessary to support obtaining permits to comply with all applicable Federal, State and local requirements prior to implementing affected ECMs/WCMs in the performance of a TO.

- d. The Contractor shall comply with all applicable regulations and with the requirements of the latest edition of the applicable ordering agency's Spill Prevention Control and Countermeasures Plan, or similar plan, and specific requirements of the TO.

### **C.5.8 Service Interruptions**

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

### **C.5.9 As-Built Drawings (Record Drawings)**

After completion of installation and prior to Government acceptance of installed ECMs/WCMs, the Contractor shall submit as-built drawings to the ordering agency in accordance with ordering agency standards or specifications identified in the TO.

## **C.6 Operation of ECMs/WCMs**

- a. General Requirements – The operations work effort for installed ECMs/WCMs shall include operations tasks at specific stations, continuous or periodic equipment monitoring, and minor on-line equipment adjustments required to achieve all facility and energy and water conservation performance requirements of the TO.

When the implementation of an installed ECM/WCM results in a change in an existing operations work procedure, the Contractor shall prepare and submit a revised written operations work procedure and checklist for written acceptance by the ordering agency. The Contractor shall train designated personnel (contractor, subcontractor, and/or ordering agency) in the operations work procedures and shall provide periodic retraining as needed during the performance period.

The responsibilities, agreements, and other information associated with the operations of ECMs/WCMs shall be summarized in the RRP Matrix.

- b. Contractor Responsibility for Guaranteed Savings – Because the ESPC authority of 42 U.S.C. §8287 generally requires the placement of risk on the Contractor, the presumption for all ESPC contracts is that the Contractor bears the risk, responsibility, and performance for all aspects of the project. Even when the ordering agency assumes the performance of ECM/WCM operations, the Contractor bears the ultimate risk of ECM/WCM performance and assurance that the ESPC project continues to meet the guaranteed savings. If the ESPC project fails to meet the guaranteed savings, the ordering agency is not responsible for making payments above the actual measured and verified savings.
- c. Contractor (ESCO) Performance of ECM/WCM Operations – The Contractor shall conduct ECM/WCM operations with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. The ordering agency must periodically witness and/or inspect the Contractor's performance of ECM/WCM operations with sufficient frequency to assure compliance with operations work procedures. The ordering agency will notify the Contractor of any compliance issues and direct the Contractor to take any necessary corrective actions.

The Contractor shall maintain adequate and necessary records of its performance of ECM/WCM operations. The Contractor's records shall contain at a minimum the ECMs/WCMs operated, the dates of operation, any ECM/WCM not operating properly, initial date of any incident causing less than optimum ECM/WCM

operation, and a brief description of activities performed. The Contractor's operations records shall be made available with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. At a minimum, the Contractor shall provide its operations records during the annual M&V review and include a summary of its operations records in the annual M&V report.

If the Contractor fails to perform some or all of the ECM/WCM operations work effort as agreed to in the TO award, the ordering agency will use standard contract administration procedures to address the performance issue(s). If equipment failure or damage is a result of the Contractor's failure to perform or negligence in performing ECM/WCM operations, the Contractor shall provide repair or replacement at its expense or, if repaired or replaced at ordering agency expense, the Contractor shall reimburse the ordering agency for any and all costs and losses attributable to the Contractor's failure or negligence. The ordering agency shall document the performance issue(s) and the Contractor's remedy action(s) in CPARS.

- d. Ordering Agency Performance of ECM/WCM Operations – The performance of ECM/WCM operations may be assumed by the ordering agency through mutual agreement of the Contractor and the ordering agency. In such cases, the ordering agency will operate the ECM/WCM in accordance with the Contractor-provided operations work procedures. However, the Contractor is ultimately responsible for the operations of all installed ECMs/WCMs and the assurance that guaranteed savings are met.

When the ordering agency assumes performance of ECM/WCM operations, the Contractor shall conduct periodic reviews/inspections with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. As a part of these reviews/inspections, the Contractor shall consider the risk of savings not being achieved, the magnitude of the savings, and assess ordering agency compliance with operations work procedures. The Contractor shall notify the ordering agency of any compliance issues, impacts on performance and savings, and provide recommendations for any necessary corrective actions.

When the ordering agency assumes performance of ECM/WCM operations, the ordering agency must maintain adequate and necessary records of its performance of ECM/WCM operations. The ordering agency and Contractor will negotiate what information to include in the ordering agency's operations records. The ordering agency must provide its operations records to the Contractor with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. At a minimum, the ordering agency must provide its operations records during the annual M&V review and the Contractor shall include a summary of the ordering agency's operations records in the annual M&V report.

If the ordering agency fails to perform some or all of the ECM/WCM operations work effort as agreed to in the TO award, the ordering agency shall allow the Contractor access to the affected site, consistent with Section H.17, Security Requirements, and the Contractor shall perform the ECM/WCM operations work effort necessary to maintain guaranteed savings. At the discretion of the ordering agency CO, the ordering agency and the Contractor may negotiate a fair and reasonable compensation for the Contractor's expenses.

- e. Inclusion of ECM/WCM-Related Systems – The ordering agency may consider including the operation of ECM/WCM-related systems as part of the ESPC project. ECM/WCM-related systems may include, but are not limited to, equipment that interfaces with the ECM/WCM, are Government provided, and upon which the ECM/WCM depends to achieve guaranteed annual cost savings.

## **C.7 Preventive Maintenance of ECMs/WCMs**

- a. General Requirements – Preventive maintenance work includes periodic equipment inspections, tests, calibrations, and preventive maintenance tasks and actions required to ensure that systems operate as intended.

The Contractor shall prepare a written definition of preventive maintenance requirements, preventive maintenance work procedures, and checklists for each installed ECM/WCM. The Contractor shall train designated personnel (contractor, subcontractor, and/or ordering agency) in the revised preventive maintenance work procedures and shall provide periodic retraining as needed during the performance period.



The responsibilities, agreements, and other information associated with the preventive maintenance of ECMs/WCMs shall be summarized in the RRP Matrix.

- b. Contractor Responsibility for Guaranteed Savings – Because the ESPC authority of 42 U.S.C. §8287 generally requires the placement of risk on the Contractor, the presumption for all ESPC contracts is that the Contractor bears the risk, responsibility, and performance for all aspects of the project. Even when the ordering agency assumes the performance of ECM/WCM preventive maintenance, the Contractor bears the ultimate risk of ECM/WCM performance and assurance that the ESPC project continues to meet the guaranteed savings. If the ESPC project fails to meet the guaranteed savings, the ordering agency is not responsible for making payments above the actual measured and verified savings.
- c. Contractor (ESCO) Performance of Preventive Maintenance – The Contractor shall conduct ECM/WCM preventive maintenance with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. The ordering agency must periodically witness and/or inspect the Contractor’s performance of ECM/WCM preventive maintenance with sufficient frequency to assure compliance with preventive maintenance work procedures. The ordering agency will notify the Contractor of any compliance issues and direct the Contractor to take any necessary corrective actions.

The Contractor shall maintain adequate and necessary records of its performance of ECM/WCM preventive maintenance. The Contractor’s records shall contain at a minimum the ECMs/WCMs maintained, the dates of preventive maintenance, and a brief description of activities performed. The Contractor’s preventive maintenance records shall be made available with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. At a minimum, the Contractor shall provide its preventive maintenance records during the annual M&V review and include a summary of its preventive maintenance records in the annual M&V report.

If the Contractor fails to perform some or all of the ECM/WCM preventive maintenance as agreed to in the TO award, the ordering agency will use standard contract administration procedures to address the performance issue(s). If equipment failure or damage is a result of the Contractor’s failure to perform or negligence in performing ECM/WCM preventive maintenance, the Contractor shall provide repair or replacement at its expense or, if repaired or replaced at ordering agency expense, the Contractor shall reimburse the ordering agency for any and all costs and losses attributable to the Contractor’s failure or negligence. The ordering agency shall document the performance issue(s) and the Contractor’s remedy action(s) in CPARS.

- d. Ordering Agency Performance of Preventive Maintenance – The ordering agency may assume performance of ECM/WCM preventive maintenance through mutual agreement of the Contractor and the ordering agency. If the ordering agency assumes preventive maintenance work, the equipment shall be maintained in accordance with the preventive maintenance work procedures and checklists provided by the Contractor and accepted by the ordering agency. However, the Contractor is ultimately responsible for the preventive maintenance of all installed ECMs/WCMs and the assurance that guaranteed savings are met.

When the ordering agency assumes performance of ECM/WCM preventive maintenance, the Contractor shall conduct periodic reviews/inspections with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. As a part of these reviews/inspections, the Contractor shall consider the risk of savings not being achieved, the magnitude of the savings, and assess ordering agency compliance with preventive maintenance work procedures. The Contractor shall notify the ordering agency of any compliance issues, impacts on performance and savings, and provide recommendations for any necessary corrective actions.

When the ordering agency assumes performance of ECM/WCM preventive maintenance, the ordering agency must maintain adequate and necessary records of its performance of ECM/WCM preventive maintenance. The ordering agency and Contractor will negotiate what information to include in the ordering agency’s preventive maintenance records. The ordering agency must provide its preventive maintenance records to the Contractor with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. At a minimum, the ordering agency must provide its preventive maintenance records during the annual M&V review and the Contractor shall include a summary of the ordering agency’s

preventive maintenance records in the annual M&V report.

If the ordering agency fails to perform some or all of the ECM/WCM preventive maintenance as agreed to in the TO award, the ordering agency shall allow the Contractor access to the affected site, consistent with Section H.17, Security Requirements, and the Contractor shall perform the ECM/WCM preventive maintenance necessary to maintain guaranteed savings. At the discretion of the ordering agency CO, the ordering agency and the Contractor may negotiate a fair and reasonable compensation for the Contractor's expenses.

- e. Inclusion of ECM/WCM-Related Systems – The ordering agency may consider including the preventive maintenance of ECM/WCM-related systems as part of the ESPC project. ECM/WCM-related systems may include, but are not limited to, equipment that interfaces with the ECM/WCM, are Government provided, and upon which the ECM/WCM depends to achieve guaranteed annual cost savings.

## C.8 Repair and/or Replacement of ECMs/WCMs

- a. General Requirements – The repair and/or replacement of ECMs/WCMs includes all labor, equipment, and materials associated with the replacement or repair of facilities, systems, or equipment that has failed or is in a condition of diminished ECM/WCM performance, as determined by the Contractor or ordering agency, and concurred to by both parties.

The Contractor shall prepare a written definition of repair and/or replacement requirements, repair and/or replacement work procedures, and checklists for each installed ECM/WCM. The Contractor shall train designated personnel (contractor, subcontractor, and/or ordering agency) in the revised repair and/or replacement work procedures and shall provide periodic retraining as needed during the performance period.

The responsibilities, agreements, and other information associated with the repair and/or replacement of ECMs/WCMs shall be summarized in the RRP Matrix.

- b. Contractor Responsibility for Guaranteed Savings – Because the ESPC authority of 42 U.S.C. §8287 generally requires the placement of risk on the Contractor, the presumption for all ESPC contracts is that the Contractor bears the risk, responsibility, and performance for all aspects of the project. Even when the ordering agency assumes the performance of ECM/WCM repairs and/or replacement, the Contractor bears the ultimate risk of ECM/WCM performance and assurance that the ESPC project continues to meet the guaranteed savings. If the ESPC project fails to meet the guaranteed savings, the ordering agency is not responsible for making payments above the actual measured and verified savings.
- c. Contractor (ESCO) Performance of Repair and/or Replacement – The Contractor shall repair and/or replace ECMs/WCMs as needed to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. The ordering agency must witness and/or inspect the Contractor's performance of ECM/WCM repair and/or replacement as needed to assure compliance with repair and/or replacement work procedures. The ordering agency will notify the Contractor of any compliance issues and direct the Contractor to take any necessary corrective actions.

The Contractor shall maintain adequate and necessary records of its performance of ECM/WCM repairs and/or replacements. The Contractor's records shall contain at a minimum the ECMs/WCMs affected, initial date of incident, date the repair and/or replacement was implemented, and a brief description of activities performed. The Contractor's repair and/or replacement records shall be made available with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. At a minimum, the Contractor shall provide its repair and/or replacement records during the annual M&V review and include a summary of its repair and/or replacement records in the annual M&V report.

If the Contractor fails to perform some or all of the ECM/WCM repair and/or replacement as agreed to in the TO award, the ordering agency will use standard contract administration procedures to address the performance issue(s). If equipment failure or damage is a result of the Contractor's failure to perform or negligence in performing ECM/WCM repairs and/or replacements, the Contractor shall provide repair or replacement at its expense or, if repaired or replaced at ordering agency expense, the Contractor shall reimburse the ordering

agency for any and all costs and losses attributable to the Contractor's failure or negligence. The ordering agency shall document the performance issue(s) and the Contractor's remedy action(s) in CPARS.

- d. Ordering Agency Performance of Repair and/or Replacement – The ordering agency may assume performance of ECM/WCM repairs and/or replacement through mutual agreement of the Contractor and the ordering agency. If the ordering agency assumes ECM/WCM repair and/or replacement work, it will be conducted in accordance with the TO requirements. However, the Contractor is ultimately responsible for the repair and/or replacement of all installed ECMs/WCMs and the assurance that guaranteed savings are met.

When the ordering agency assumes performance of ECM/WCM repairs and/or replacement, the Contractor shall conduct periodic reviews/inspections with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. As a part of these reviews/inspections, the Contractor shall consider the risk of savings not being achieved, the magnitude of the savings, and assess ordering agency compliance with ECM/WCM repair and/or replacement procedures. The Contractor shall notify the ordering agency of any compliance issues, impacts on performance and savings, and provide recommendations for any necessary corrective actions.

When the ordering agency assumes performance of ECM/WCM repairs and/or replacement, the ordering agency must maintain adequate and necessary records of its performance of ECM/WCM repairs and/or replacement. The ordering agency and Contractor will negotiate what information to include in the ordering agency's repair and/or replacement records. The ordering agency must provide its repair and/or replacement records to the Contractor with sufficient frequency to assure guaranteed savings are being achieved, as agreed to by both the ordering agency and the Contractor. At a minimum, the ordering agency must provide its repair and/or replacement records during the annual M&V review and the Contractor shall include a summary of the ordering agency's repair and/or replacement records in the annual M&V report.

If the ordering agency fails to perform some or all of the ECM/WCM repairs and/or replacement as agreed to in the TO award, the ordering agency shall allow the Contractor access to the affected site, consistent with Section H.17, Security Requirements, and the Contractor shall make all repairs and/or replacements necessary to maintain guaranteed savings. At the discretion of the ordering agency CO, the ordering agency and the Contractor may negotiate a fair and reasonable compensation for the Contractor's expenses.

- e. Inclusion of ECM/WCM-Related Systems – The ordering agency may consider including the repairs and/or replacement of ECM/WCM-related systems as part of the ESPC project. ECM/WCM-related systems may include, but are not limited to, equipment that interfaces with the ECM/WCM, are Government provided, and upon which the ECM/WCM depends to achieve guaranteed annual cost savings.

## **C.9 Contractor Maintenance and Repair Response Time**

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

where the Contractor fails to respond as specified in the TO. The Contractor shall reimburse the ordering agency within 30 days (or other period of time otherwise negotiated in the TO) for any and all costs incurred in responding to such emergencies. Such reimbursement may include the ordering agency adjusting the payment schedule, as necessary, to recover such costs.

### **C.10 Operations and Maintenance (O&M) Manuals and Training for ECMs/WCMs**

- a. Operations and Maintenance Manuals – The Contractor shall furnish O&M manuals and recommended spare parts lists for O&M of the Contractor installed ECMs/WCMs and modified ordering agency equipment. O&M plans and spare parts lists shall be submitted prior to ordering agency acceptance of the project, as specified in the TO.
- b. Ordering Agency Personnel Training for ECMs/WCMs – The Contractor shall provide a training program for ordering agency personnel and/or ordering agency contractors for each ECM/WCM in a project. The program shall provide instruction on operation, troubleshooting, maintenance, and repair of ECMs/WCMs. Training shall include both a classroom phase and a field demonstration phase. The course material shall include the operation and maintenance plans and manuals. The program shall be conducted at the TO's specified site(s) in facilities provided by the ordering agency or as otherwise directed by the ordering agency.
  1. For the purpose of addressing emergencies, the Contractor shall train ordering agency personnel and/or ordering agency contractors to operate, maintain, and repair ECM/WCM equipment and systems thirty days prior to the installation completion, unless otherwise specified in the TO.
  2. The Contractor shall train ordering agency personnel and/or ordering agency contractors to operate, maintain, and repair ECM/WCM equipment on an annual basis, unless otherwise specified in the TO (e.g., retraining at certain intervals due to turnover; retraining in the event of changes in procedures, etc.).

### **C.11 Government Projects**

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

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

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

- a. Energy Efficiency and Renewable Energy and Water Financial Incentives – The Contractor shall be responsible for evaluating the benefits available to the ordering agency by utilizing a variety of programs. This includes, but is not limited to, applicable energy efficiency and renewable energy and water financial incentives, including rebates offered by the local utility serving the facility and/or State and local government incentives.

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

amount.

- b. Energy Efficiency and Renewable Energy and Water Project Emission Reduction Credits – The Contractor shall be responsible for considering the ordering agency benefits of utilizing emission reduction credit programs offered by the Federal, State, regional, or local air quality organizations.

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

- c. Renewable Energy Credit (REC) – The Contractor shall be responsible for considering the ordering agency benefits of REC sales for renewable energy projects on Federal property. The Contractor will identify available compulsory or voluntary markets and describe the renewable annual energy production and valuation alternatives of REC sales. The Contractor shall consider Federal renewable energy requirement goals and other ordering agency renewable energy purchase goals. The Contractor shall discuss with the ordering agency proposed approaches to achieving any double-counting provisions for renewable energy produced and used on-site at the Federal facility. Unless otherwise specified in the TO, interest in and ownership of all RECs resulting from renewable energy produced on-site at a Federal facility will remain with the ordering agency.

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

- d. White Tags<sup>TM</sup>, also known as Energy Savings Certificates – The Contractor shall be responsible for considering the ordering agency benefits of applying for White Tags<sup>TM</sup>, as available, for TO energy efficiency measures on Federal property. The Contractor will identify applicable ECMs and White Tags<sup>TM</sup> certification requirements. Unless otherwise specified in the TO, interest in and ownership of all White Tags<sup>TM</sup> resulting from energy efficiency projects on-site at a Federal facility will remain with the ordering agency.

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

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

The Contractor shall address IRS regulation compliance requirements and proposed energy efficiency and renewable energy and water ECM owner/agency transactions to fully support successful leveraging of energy efficiency and renewable energy and water tax incentive benefits in TOs. In its assessment, the Contractor shall discuss the value of energy efficiency and renewable energy and water tax benefits and how the tax benefits affect the project's post-acceptance performance period project cash flow in TO Schedule 3,

Performance Period Cash Flow (generated through ePB), such as reduced project interest rate or principal repayment.

### **C.13 Availability of Utilities**

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

### **C.14 Work Schedule Requirements**

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

### **C.15 Reserve Account**

If determined appropriate by the ordering agency CO/KO and legal counsel, a task order under this contract may provide for the establishment of a reserve account by the Contractor. Such a reserve account may accumulate funds from contract payments made by the ordering agency to the Contractor from guaranteed savings. Funds from the reserve account must be used by the Contractor for an identified future expense related to an energy conservation measure or water conservation measure implemented under the ESPC project. Funds from such reserve account shall not be used to offset any guaranteed savings shortfall. All excess funds in the reserve account at the end of the ESPC project period shall be applied to the ordering agency's outstanding balance under the ESPC. Any such reserve account shall be in accord with Federal fiscal law and not alter the rights and responsibilities of the Contractor or ordering agency under this IDIQ contract.

[END OF SECTION C]



## **Section D - Packaging and Marking**

### **D.1 DOE-D-2001 – Packaging and Marking (OCT 2014); Tailored By Golden Field Office (GFO) (MAR 2020)**

- (a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which –
- (1) Identifies the ESPC TO, by number, pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the ordering agency CO/KO, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering the ESPC TO, as identified in the ESPC TO, or if none, to the ordering agency CO/KO.

(End of clause)

### **D.2 Additional Requirements for Preservation, Packaging and Packing**

- a. General Specifications – Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container or each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the authorized ordering agency official and the Contractor.
- b. Packing List / Shipping Document – Unless otherwise specified in the TO, a packing list or other suitable shipping document shall accompany each shipment and shall indicate:
  1. Name and address of the Contractor;
  2. Name and address of the ordering agency;
  3. Government TO or requisition number;
  4. Government bill of lading number covering the shipment (if any); and
  5. Description of the material shipped, including item number, quantity, number of containers, package number (if any), and weight of each package
- c. Initial Packing, Marking, and Storage of Equipment – Unless otherwise specified in the TO, all initial packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be made at the Contractor's expense. Supervision of packing and unpacking of initially acquired equipment shall be furnished by the Contractor. Such packing, marking, storage, and supervision costs shall not be billed to the ordering agency.

- d. Delivery of Documents, Reports, and Other Deliverables – The primary means for submitting documents, reports, and other deliverables to DOE shall be through electronic means (Reference Section F.6). The ordering agency will specify in the ESPC TO how it prefers to receive project deliverables.

[END OF SECTION D]

## **Section E - Inspection and Acceptance**

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

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

<https://www.acquisition.gov/browse/index/far>  
<https://www.acquisition.gov/dears>

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

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

### **E.2 DOE-E-2001 – Inspection and Acceptance (OCT 2014)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with one or more of the following FAR clauses: 52.246-2, Inspection of Supplies – Fixed Price; 52.246-4, Inspection of Services – Fixed Price; 52.246-12, Inspection of Construction; 52.246-13, Inspection – Dismantling, Demolition, or Removal of Improvements. If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

(End of Clause)

### **E.3 Inspection of Installed ECMs/WCMs**

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

- a. The Contractor shall notify the ordering agency CO/KO no less than 15 working days in advance of ECM/WCM(s) installation completion (or such other notification period as may be specified in a TO) by submitting a written request for inspection. The request shall identify the location, describe the ECM/WCM(s) installed, schedule testing of the ECM/WCM(s) for verifying energy and water savings performance, and recommend dates for inspection.
- b. The ordering agency shall provide a written response to the Contractor of the scheduled date and time for agency inspection within 10 working days after receipt of the Contractor notification of ECM/WCM installation completion and request for inspection (or such other period as may be specified in TO).
- c. The ordering agency and Contractor shall jointly inspect ECMs/WCMs to facilitate mutual agreement on satisfactory TO ECM/WCM performance. As a result of the inspection, and if necessary, the authorized ordering agency official will approve a punch list of items to be resolved before the ECM/WCM is accepted. The punch list will be provided to the Contractor or, if provided by the Contractor, it will be reviewed and, if approved, a notice of acceptance for the punch list will be provided by the ordering agency CO/KO within 5 working days after the inspection (or such other period as may be specified in TO). The Contractor will address the punch list items within 20 working days (or as specified by the ordering agency). After the punch list items are completed by the Contractor, the Contractor shall notify the ordering agency CO/KO. Any additional minor discrepancies identified during the ordering agency’s final walk-through will be handled as agreed to by the

ordering agency CO/KO or as specified in the TO.

## **E.4 Acceptance**

### **E.4.1 Partial Project Acceptance**

As may be negotiated in the TO, the ordering agency CO/KO may accept specified ECMs/WCMs prior to full project acceptance. For example, an ECM/WCM may provide savings during the implementation period, to be calculated from the date of partial project acceptance to the date of full project acceptance. The process for recognizing and paying the Contractor for the partial acceptance of such ECMs/WCMs is described below.

Testing of the ECM/WCM(s) for verifying energy and water savings performance shall be completed in accordance with the M&V plan prior to an implementation period Contractor payment. After such ECM/WCM testing and after the Contractor notifies the ordering agency CO/KO that punch list items have been completed in accordance with Section E.3, the ordering agency CO/KO will review the notification and, if approved, provide a notice of acceptance of the specified ECM/WCM within 5 working days after the inspection (or such other period as may be specified in the TO). The ordering agency CO/KO may agree to pay the Contractor for an accepted ECM/WCM(s), with verified implementation period cost savings, as specified in the TO documents. Implementation period Contractor payments shall reduce the project Total Amount Financed (Principal) and related debt service payments during the TO post-acceptance performance period, as specified in the TO.

### **E.4.2 Full Project Acceptance**

- a. After installation of all ECMs/WCMs and completion of all punch list items (with the exception of minor discrepancies as identified under E.3.c, and additional testing or measurements as identified under E.4.2.c), the ordering agency CO/KO will notify the Contractor in writing of full project acceptance, which will constitute the start of the post-acceptance performance period and commencement of post-acceptance Contractor payments. Ordering agency acceptance, for purposes of payment, and in accordance with Section G, occurs when the following are completed:
  1. Acceptance by the ordering agency CO/KO of the Contractor's post-installation report;
  2. Acceptance by the ordering agency CO/KO of Contractor's Commissioning Report;
  3. The project inspection is conducted pursuant to Section E.3; and
  4. Submission of additional TO requirements prior to acceptance:
    - i. Operations work procedures
    - ii. Preventive maintenance work procedures
    - iii. O&M manuals and spare parts lists
    - iv. Training
    - v. As Built Drawings (Record Drawings)
- b. Prior to the awarding of a TO, the ordering agency CO/KO and Contractor shall mutually agree on the anticipated schedule for the Contractor report submittals and the duration for ordering agency review for acceptance. This schedule shall then be incorporated into the TO.
- c. The ordering agency may fully accept an ECM/WCM, even though additional testing or measurements may be needed at a later date as described in the commissioning and/or M&V plan.

## **E.5 Latent Defects**

In accordance with the various inspection and warranty clauses included in this contract, the Contractor is responsible for remedying any latent defects in equipment, material, design, installation, and workmanship. These

latent defects include, but are not limited to, errors in calculations made by the Contractor, or a subcontractor at any tier, that impact energy and/or water savings, savings guarantees, or other performance parameters of the ECMs/WCMs. Faulty assumptions made by the Contractor are also considered latent defects when they are material to ECM/WCM performance, result in the failure of an ECM/WCM to perform, and were not detailed in the TO proposal, as required in Section H.5.2.2, Volume I – Technical Proposal, and incorporated in the TO award. The Contractor is not relieved of the responsibility to remedy latent defects even after the ordering agency's careful technical review of project development documents, after an ESPC TO is awarded, or after the ordering agency's acceptance of ECMs/WCMs.

[END OF SECTION E]

## **Section F - Deliveries or Performance**

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

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

<https://www.acquisition.gov/browse/index/far>  
<https://www.acquisition.gov/dears>

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

**52.242-15 Stop-Work Order. (AUG 1989)**  
**52.242-17 Government Delay of Work. (APR 1984)**

### **F.2 Period of Performance**

This IDIQ contract has a base period of 5 years and one 5-year option period, for a total period of performance of 10 years, if the option is exercised. The ordering periods are as follows:

Base Ordering Period: August 3, 2023 – August 2, 2028  
Option Ordering Period 1: August 3, 2028 – August 2, 2033

The IDIQ contract and the task order govern the Contractor's and Government's rights and obligations during the period of performance for any task order. See FAR 52.216-22(d), Indefinite Quantity under Section I.

### **F.3 Task Order Period of Performance**

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

### **F.4 Exercise of Option**

The Government has included one 5-year option period to extend the period of performance of this IDIQ contract. When deciding whether to exercise the option, the DOE IDIQ Contracting Officer will consider the requirements specified in FAR 17.207, Exercise of Options, which includes the consideration of the Contractor's past performance under this contract as well as other contract actions. The Government reserves the right to not exercise the option as determined by the DOE IDIQ Contracting Officer.

### **F.5 Place of Performance**

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

### **F.6 Reports, Deliverables, and Other Submittals**

The Contractor shall prepare and submit reports, deliverables, and other submittals in accordance with this Section F.6; Attachment J-4, Recommended Deliverables for Task Orders in Section J; and as specified in other clauses in the contract.

- a. Ordering Agency Requirements – Specific ordering agency reports, deliverables, and other submittals will be specified in each TO. Attachment J-4 of this IDIQ contract provides recommended deliverables for TOs.



- b. DOE Requirements – Unless otherwise specified by the DOE IDIQ Contracting Officer, the Contractor shall distribute the required reports, deliverables, and other submittals to DOE via the Office of Energy Efficiency and Renewable Energy (EERE) Project Management Center (PMC) or other systems as indicated in the table below. Guidance on how to access and use the PMC can be referenced in the PMC Upload Instructions, Attachment J-7. The required reports, deliverables, and other submittals for the DOE IDIQ contract are as follows:

<b>Required Deliverable</b>	<b>Due By</b>	<b>System</b>
Preliminary Assessment (See Section H.4)	Within 10 calendar days of receiving a successful notification of intent to award by the ordering agency CO/KO	PMC
Final TO Proposal with Investment Grade Audit – Pre-Award (See Section H.5)	Within 10 calendar days after submission to the ordering agency	PMC
TO Proposal – Accepted (See Section H.5)	Within 10 calendar days after award	PMC
Signed TO awards with all attachments (See Section H.3)	Within 10 calendar days after award	PMC
Final TO modification proposals – Pre-Award (except payment and other administrative modifications)	Within 10 calendar days after submission to the ordering agency	PMC
Signed TO modifications with all attachments (See Section H.5)	Within 10 calendar days after award of the modification	PMC
Commissioning Report – Accepted with comments and edits (See Section C.5.6)	Within 30 calendar days after acceptance of report by the ordering agency	PMC
Post Installation M&V Report – Accepted with comments and edits (See Section C.4.2)	Within 30 calendar days after acceptance of report by the ordering agency	PMC
Notice of Agency Project Acceptance (See Section E.4)	Within 10 calendar days after receipt from ordering agency.	PMC
Annual M&V Reports – Accepted with comments and edits (See Section C.4.2, Paragraph D)	Within 30 calendar days after acceptance of each annual report by the ordering agency	PMC
Individual Subcontract Report (ISR) via the Electronic Subcontracting Reporting System (eSRS) (See Attachment J-9, Small Business Subcontracting Plan)	Semi-annually within 30 days after March 31 and September 30 each year of the ESPC IDIQ contract, regardless of whether there has been any subcontracting activity.	eSRS
Summary Subcontract Report (SSR) via eSRS (See Attachment J-9, Small Business Subcontracting Plan)	Annually by October 30 for the 12-month period ending September 30 each year of the ESPC IDIQ contract, regardless of whether there has been any subcontracting activity.	eSRS
Contractor’s Code of Business Ethics and Conduct	Within 30 days after award of the ESPC IDIQ contract.	Email*

\*Refer to Section G.1.4 for email address.

[END OF SECTION F]

## **Section G - IDIQ Contract and Task Order Administration**

### **G.1 IDIQ Contract Administration**

Administration of this IDIQ contract shall be accomplished by the DOE EERE Golden Field Office (GFO).

#### **G.1.1 DOE IDIQ Contracting Officer Authority**

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

- a. Issue a change in accordance with the clause entitled Changes;
- b. Change any of the terms, conditions, specifications, or services required by this IDIQ contract; and
- c. Waive any requirement of this IDIQ contract.

#### **G.1.2 DOE IDIQ Contracting Officer's Representative**

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

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

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

#### **G.1.4 Contract Administration of the IDIQ Contract**

To promote timely and effective contract administration, correspondence delivered to the Government under this IDIQ contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

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

2. All correspondence (other than technical correspondence and correspondence regarding patent or rights in data) including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of this IDIQ contract, shall be addressed to the DOE IDIQ Contracting Officer with copies provided to the DOE IDIQ COR.

c. Contact Information.

Department of Energy / EERE / Golden Field Office  
Attn: Name of DOE IDIQ Contracting Officer and/or Contracting Officer's Representative  
15013 Denver West Parkway  
Golden, CO 80401

Email: [FEMP@ee.doe.gov](mailto:FEMP@ee.doe.gov)

Additional DOE contact information is available on the FEMP website. (See Attachment J-10, References and Web Links, for specific website address.)

### **G.1.5 Contract Administration of Guidance Documents, Templates and Project Systems Related to the IDIQ Contract**

The Government may, at any time, and at its sole discretion, revise the guidance documents, templates, and project systems referenced in this IDIQ contract to facilitate effective and efficient administration of the IDIQ contract over the entire period of performance. The Government will notify the Contractor of any such revision a minimum of 60 days prior to the effective date of the revised version of the guidance document, template, or project system. The notification will include a brief summary of the proposed revision(s), why the revision(s) is being implemented, and the applicability of the revision(s) to future and/or ESPC projects in development but not yet awarded. If the proposed revision(s) may increase the cost or unduly delay participation in or performance of future and/or ESPC projects in development, the Contractor must notify the Government within 15 calendar days of the proposed revision(s) notification. The Contractor shall continue participation in or performance of future and/or ESPC projects in development pending resolution by the DOE IDIQ Contracting Officer of any objections to the proposed revision(s), and shall comply with any decision of the DOE IDIQ Contracting Officer. The DOE IDIQ Contracting Officer will address any objections to the proposed revision(s) and issue a decision in a timely manner. Continued participation in or performance of future and/or ESPC projects in development without an objection to the proposed revision(s) constitutes acceptance of the revised guidance documents, templates, and project systems.

## **G.2 Task Order (TO) Administration**

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

### **G.2.1 Ordering Agency Contracting Officer Authority**

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

- a. Assign additional work within the scope of the TO;
- b. Issue a change to the TO in accordance with the clause entitled Changes;
- c. Change the cost or price of the TO, keeping in mind that –

1. TOs awarded under this IDIQ contract shall be firm fixed price;
  2. Changes to meet design or performance requirements of the TO shall be at no additional cost to the ordering agency, unless agreed to in advance by the ordering agency; and
  3. Changes in Contractor cost due to ordering agency changes to the TO requirements will be negotiated by the ordering agency;
- d. Change any of the terms, conditions, specifications, or services required by the TO;
- e. Accept non-conforming work under the TO; and
- f. Waive any requirement of the TO.

### **G.2.2 Ordering Agency COR/COTR**

In accordance with ordering agency procedures and when an appointment is determined necessary, the ordering agency CO/KO may designate in writing a COR/COTR for the TO, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The ordering agency COR/COTR will have the authority to perform only those functions expressly set forth in the written designation from the ordering agency CO/KO.

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

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

### **G.2.4 Administration of the Ordering Agency Task Order**

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

### **G.2.5 Modifications to the Ordering Agency Task Order**

- a. An ordering agency may consider modifications to the ESPC TO project that would modify the quantity and/or types of ECMs/WCMs included in the original TO award. The ordering agency CO/KO, in consultation with the ordering agency's legal counsel, is responsible for determining whether a modification to add ECMs/WCMs is within the scope of the original ESPC TO. When modifying the ESPC TO to add ECMs/WCMs, the ordering agency CO/KO must consider multiple factors to determine whether the proposed modification is within the scope of the TO. Some of these factors include, but are not limited to:
  1. Whether sufficient ceiling value remains on the IDIQ contract to allow the estimated modification value for the ESPC TO. The ordering agency must obtain written authorization from the DOE IDIQ Contracting Officer before the modification may be awarded.
  2. Whether the modified period of performance of the ESPC TO would exceed 25 years from the date of initial TO award. The modified period of performance cannot exceed the 25-year statutory limit.
  3. Whether the modification would add facilities not identified in the original notice of opportunity (NOO). Such additions may constitute a change of scope.

4. Whether the NOO, PA, or IGA considered the types of ECMs/WCMs proposed for modification.
- b. When changes to site conditions occur, such as equipment removal, replacements, demolitions, or other changes in the usage of ECMs, the ordering agency must assess the changes to determine whether a contract action, such as a modification to the TO, is warranted. In addition, the ordering agency must document the changes in the contract file. The ordering agency and the Contractor should refer to the current DOE FEMP M&V Guidelines for recommendations to consider when modifying the TO for removals, replacements, demolitions, or other similar changes.

### **G.3 Invoicing Instructions**

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

### **G.4 Invoice Submittal and Payment Schedule**

- a. Payments to the Contractor will commence when acceptance by the ordering agency is obtained as required under Section E.
- b. The frequency of payments, including any partial payments, from the ordering agency to the Contractor will be as negotiated and specified in the TO. Options of payment frequency include, but are not limited to, monthly, quarterly, annual in advance, or annual in arrears.

#### **G.4.1 DOE TO Specific Invoicing and Payment Procedures**

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

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

The DOE invoice approving official will approve the invoice as soon as practicable but not later than 30 days after the Contractor’s request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE invoice approving official, the ORFSC will disburse payment to the Contractor. The Contractor may check the status of its payments at the VIPERS website. All payments are made by electronic funds transfer to the bank account identified in the Contractor’s record on the System for Award Management (SAM).

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

- a. If the Contractor fails to meet the guaranteed annual cost savings stated in the TO award and as verified by the M&V documents, the ordering agency shall adjust the payment schedule, as necessary, to recover the ordering agency’s overpayments in the previous year(s) and/or to reflect the lower performance level into the current year. The ordering agency shall make a determination, after consultation with the Contractor, on how to

recover savings shortfalls, taking into consideration the statutory requirement that payments to the Contractor must be less than energy and/or water savings realized in a given year.

- b. When the ECM/WCM performance level is restored, the ordering agency will adjust the Contractor payment schedule accordingly.

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

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

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual Performance Work Statement.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

- (1) Constitutes an assignment of additional work outside the Performance Work Statement;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and ordering agency CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be



subject to the provisions of the clause entitled "Disputes."

(End of clause)

## **G.7 Contractor Performance Assessment Reporting**

- a. The ordering agency CO/KO will document the Contractor's performance for each TO awarded under this IDIQ contract by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- b. Contractor performance will be evaluated at least annually at the TO level, as determined by the ordering agency CO/KO. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within 14 calendar days of the request.
- c. Joint Ventures and Other Teaming Arrangements. Performance assessments shall be prepared on TOs with joint ventures and other legally binding teaming arrangements. When the joint venture or other teaming arrangement has a unique Commercial and Government Entity (CAGE) code and unique entity identifier (UEI), a single assessment will be prepared for the joint venture or other teaming arrangement using its CAGE code and UEI. If the joint venture or other teaming arrangement does not have a unique CAGE code and UEI, separate assessments, containing identical narrative, will be prepared for each participating Contractor and will state that the evaluation is based on performance under a joint venture or other teaming arrangement and will identify the Contractors that were part of the joint venture or other teaming arrangement.
- d. In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of this IDIQ contract and each awarded TO in accordance with other applicable clauses in this IDIQ contract.

[END OF SECTION G]

## **Section H - Special Contract Requirements**

### **H.1 DOE-H-2013 – Consecutive Numbering (OCT 2014)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

(End of clause)

### **H.2 Title to, and Responsibility for, Contractor-Installed Equipment**

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

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

### **H.3 Procedures for Awarding Task Orders**

#### **H.3.1 General**

In the following sections, the Contractor may be identified interchangeably as the Energy Services Company (ESCO).

Refer to Section C.1 General Requirements / Project Scope, Paragraph c for the procedure to notify the DOE IDIQ Contracting Officer and obtain written authorization for use of this IDIQ contract before TO award.

The Government has awarded multiple IDIQ contracts for the work specified in this contract. Therefore, fair opportunity must be provided to all IDIQ contract awardees in accordance with FAR 16.505(b), *Orders under multiple-award contracts*, taking into account the allowances provided in 42 U.S.C. § 8287(c) for contractor selection. The ordering agency CO/KO may issue TOs pursuant to the fair opportunity ordering procedures for selecting an ESCO set forth in the paragraphs below. Further information and guidance for ordering agencies is provided on the DOE FEMP website on the Resources for Implementing Federal ESPCs page and in the current version of the DOE FEMP ESPC IDIQ Ordering Guide (See Attachment J-10, References and Web links, for specific website address).

#### **H.3.2 Key Events for a Task Order (TO) Award**

The typical sequence of key events for award of an ESPC TO project is as follows:

- a. Notice of Opportunity (NOO) and Selection of an ESCO – The ordering agency gives notice and a fair opportunity for award to all IDIQ contract holders by publishing a NOO, and ultimately selects one ESCO using the selection methods described below to develop an ESPC TO project.
- b. Preliminary Assessment (PA) Development – When required by the ordering agency, the ESCO prepares and submits a PA for review, which provides the conceptual range of the expected ECMs/WCMs, costs and savings for the project.

- c. Intent to Award/Request for Proposal – If the ordering agency and ESCO agree to pursue the project, the ordering agency CO/KO will issue a Notice of Intent to Award (NOITA) letter followed by a TO RFP, which identifies the ordering agency’s specific requirements.
- d. TO Proposal Submission – The ESCO submits a TO proposal, which includes technical and price components, and any tailored small business subcontracting goals (if the ESCO is a large business).
- e. TO Award – Based on a negotiated TO proposal, the ordering agency CO/KO awards a TO to the selected ESCO.

### **H.3.3 Contractor-Initiated Exchanges**

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

### **H.3.4 Contractor Selection Procedures**

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

### **H.3.5 Evaluation Factors**

Formal evaluation plans and scoring of TO proposals are not required when selecting a Contractor for further consideration. The ordering agency CO/KO should consider the project management approach, past performance, related experience, technical capabilities, use of renewable technologies, maximizing small business participation and subcontracting, and any other agency-specific criteria in making its selection decision. In addition, ordering agencies are encouraged to promote mentor-protégé agreements for their ESPC TO projects through the evaluation criteria for ESCO selection.

### **H.3.6 Tailoring of Selection Procedures**

The ordering agency CO/KO may include additional steps for selection in the NOO not specifically identified in the Contractor selection methods described in Section H.3.8. These steps for selection may also be combined when deemed appropriate by the ordering agency. The ordering agency CO/KO shall document in the TO award file the rationale and basis for all selection steps.

### **H.3.7 Notification of Contractors Not Selected**

For each step in the selection process that reduces the number of Contractors under consideration for award, the ordering agency CO/KO must notify the Contractor(s) not selected that they are no longer being considered. The ordering agency CO/KO must also provide an opportunity for debriefings when required by law consistent with FAR 16.505(b)(6), *Post-award Notices and Debriefings of Awardees for Orders Exceeding \$6 million*.

### **H.3.8 Fair Opportunity Consideration Award Methods**

#### **H.3.8.1 Selection Based on Qualifications (SBQ) Method**

- a. The ordering agency CO/KO shall provide a Notice of Opportunity (NOO) via the GPE to each IDIQ contract awardee. The NOO may be developed using DOE FEMP's ESCO Selector tool (See web address in Attachment J-10). The NOO must include, but is not limited to, the following:
  1. The ordering agency's desire to pursue an ESPC project;
  2. A concise statement of the ordering agency's objectives for using ESPC services;
  3. A general description of the ordering agency's mission and the facilities that may be included in the potential project;
  4. Summary information about the energy usage for its facilities, and
  5. A request that each interested ESCO submits a response that includes an Expression of Interest (EOI) in pursuing a potential ESPC project and, if interested:
    - i. Its qualifications for performing site surveys or investigations and feasibility designs and studies, or similar assessments such as a PA, and
    - ii. Any other preliminary information the ordering agency needs to make a meaningful selection.
  6. The significant evaluation factors that the ordering agency expects to consider in reviewing the responses, and their relative importance; and
  7. A submittal deadline that provides a reasonable period of time for the ESCOs to respond to the notice.
- b. The ordering agency CO/KO shall review all responses submitted and shall select two or more ESCOs to conduct discussions concerning the Contractors' respective qualifications to implement potential ECMs/WCMs, including but not limited to:
  1. Requesting references and specific detailed examples with respect to similar efforts and the resulting energy and/or water savings of such similar efforts,
  2. Requesting an explanation of how such similar efforts relate to the scope and content of the TO concerned,
  3. Any other information the ordering agency needs to make a meaningful selection.

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

- c. The ordering agency CO/KO shall review the responses from the ESCOs and may select and authorize only one ESCO to submit a PA. The ESCO shall notify the DOE IDIQ Contracting Officer and DOE IDIQ COR in writing of its selection prior to submitting the PA to the ordering agency. As permitted by Section H.4, the ordering agency may determine a PA is not essential and authorize the selected ESCO to conduct an IGA for the ESPC project. The PA and/or IGA will be for the purpose of preparing a firm fixed price TO proposal to implement specific ECMs/WCMs.
- d. The ordering agency shall provide a notification and an opportunity for a debriefing (see paragraph H.3.7) to any interested ESCO not selected under subparagraphs b and c above.

### **H.3.8.2 Selection Based on PAs (SBPA) Method**

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

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

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

- c. The ordering agency CO/KO shall review the responses from the ESCOs, and may select and authorize one or more ESCOs to conduct an IGA for the ESPC project, for the purpose of preparing a firm fixed price TO proposal to implement specific ECMs/WCMs.
- d. The ordering agency shall provide a notification and an opportunity for a debriefing (see paragraph H.3.7) to any interested ESCO not selected under subparagraphs b and c above.

### **H.3.9 Unsolicited TO Proposals**

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

### **H.3.10 Exceptions to Fair Opportunity**

The ordering agency CO/KO will provide each IDIQ contract holder fair opportunity as outlined in Section H.3.8, Fair Opportunity Consideration Award Methods. Exceptions to the fair opportunity process are covered in FAR 16.505(b)(2).

### **H.3.11 Additional Information**

- a. Any TO award is conditioned upon the selected ESCO meeting the pre-award requirements as specified by this IDIQ contract and by the ordering agency.
- b. In the event that the ordering agency and the selected ESCO fail to reach agreement on the terms and conditions of a TO under any of the ordering methods identified in this section, the ordering agency may select another ESCO for the ESPC project in accordance with the selection language included in the ordering agency's NOO. Unless otherwise agreed to, the Government will not have rights to the ESCO's work products, such as survey, data, feasibility study reports, and design documentation, if a TO is not awarded.
- c. The ordering agency CO/KO may complete fill-ins, tailor (if permitted by FAR), or insert additional FAR and/or agency-specific provisions and/or clauses into the TO RFP and TO, to the extent that such fill-in, tailoring, or insertions do not alter the intent, principle, or substance of the IDIQ contract.
- d. The ordering agency will respond to notices and be responsible for defense of any protest filed regarding the selection process and/or award of a TO under an IDIQ contract.

### **H.3.12 Task and Delivery Order Ombudsman**

- a. In accordance with FAR 16.505(b)(8), each Federal Government agency has a designated Task and Delivery Order Ombudsman, including the contracting activity awarding this contract. The Ombudsman reviews complaints from contractors and ensures they are afforded a fair opportunity to be considered for task or delivery orders, consistent with the procedures in the contract. The Ombudsman is a senior agency official who is independent of the Contracting Officer.



- b. The purpose of the Ombudsman is not to diminish the authority of the Contracting Officer, but to receive concerns and disagreements of contractors not receiving a specific task(s) and to work to resolve the matter. The Ombudsman communicates these concerns to the appropriate Government personnel, and when requested, will maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract. The Ombudsman also does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded.
- c. In accordance with FAR 52.216-32, Alternate I, the ordering agency shall provide the name, address, telephone number, and e-mail address of the ordering agency's Task and Delivery Order Ombudsman in the NOO. In the event there are any concerns related to fair opportunity that cannot be resolved by the ordering agency CO/KO, the Contractor can refer them to the ordering agency's Task and Delivery Order Ombudsman.

## **H.4 Preliminary Assessments for ESPC Projects**

DOE FEMP highly recommends the use of a Preliminary Assessment (PA) during ESPC project development. (A sample PA template can be found on the Resources page of the DOE FEMP website. See Attachment J-10, References and Web Links, for the specific web address.) However, an ordering agency may determine that a PA is not essential and may opt out of requiring the ESCO to develop a PA. If the ordering agency decides a PA is not required, DOE FEMP recommends that the Contractor and the ordering agency follow the FEMP ESPC Project Development Resource Guide (or agency equivalent guide) regarding project development without a PA. The FEMP ESPC Project Development Resource Guide can be found on the Resources page of the DOE FEMP website. (See Attachment J-10, References and Web Links, for the specific web address.) The ordering agency CO/KO may tailor the requirements of the PA to streamline the ESPC project development process, consistent with the terms and conditions of this IDIQ contract and applicable statutes and regulations.

### **H.4.1 General Requirements for Preliminary Assessments**

When required by the ordering agency, the Contractor(s) shall submit a PA to the ordering agency, which sets out the merits, technical feasibility, range of projected energy and/or water savings, economics, and conceptual price range of the project. The Contractor(s) shall consider all Technology Categories and ECMs/WCMs listed in Attachment J-3. The ordering agency CO/KO will respond to the Contractor(s), in writing, indicating whether or not the project will be pursued. If pursued, the ordering agency CO/KO will issue a NOITA letter to the selected contractor followed by a TO RFP, which identifies the ordering agency's requirements. (A NOITA letter template can be found on the Resources page of the DOE FEMP website. See Attachment J-10, References and Web Links, for the specific web address.) The ordering agency will not be responsible for any costs associated with PA audits or preparation of the PA unless the project addressed by the PA later becomes a TO award.

### **H.4.2 Specific Contents of a Preliminary Assessment**

Unless otherwise specified by the ordering agency CO/KO, the Contractor's PA shall include the following information and requirements:

- a. The Contractor shall include technical and price assessments for developing recommended and potential ECMs/WCMs. The PA shall include ECMs/WCMs, divided into two groups: Recommended and Potential.
  1. Recommended ECMs/WCMs are those ECMs/WCMs the Contractor is confident will be included in the TO proposal. The PA shall include a range of expected implementation costs, cost savings, and energy and/or water savings based upon the Contractor's experience with the Recommended ECMs/WCMs at similar installations.
  2. Potential ECMs/WCMs are those ECMs/WCMs the Contractor considers worthy of evaluation, but which require evaluation and verification of field conditions in the proposal development phase for the Contractor

to complete a more accurate calculation to increase its confidence for inclusion in the TO proposal. For these ECMs/WCMs, the Contractor shall provide a narrative description of each ECM/WCM, how they may save energy and/or water for the site, and a conceptual-level estimate range of potential implementation costs, cost savings, and energy and/or water savings.

- b. The PA is intended to be a high-level view of the potential ESPC project scope, so DOE recommends that the length of the main document be no more than 35 pages, not including a cover page, table of contents, list of acronyms and abbreviations, TO Schedules, or ECMs/WCMs using the Recommended ECM/WCM template. A Recommended ECM/WCM template for the PA can be found on the Resources page of the DOE FEMP website. (See Attachment J-10, References and Web Links, for the specific web address.) Completed Recommended ECM/WCM templates are not intended to be limited to a single page; however, they should be concise. A reasonable goal is two pages per ECM/WCM to maintain the PA content at a high level. The PA shall include at a minimum the following sections:

1. Project Overview

*Executive Summary* – At a minimum, the Executive Summary shall include a narrative description of the project, summarizing its impact on the site and agency, such as percentage savings achieved, potential investment value, etc. The Executive Summary shall also include a brief description of the project management plan, the recommended and potential ECMs/WCMs, the energy, water, and related cost saving ranges, and conceptual range of implementation price.

2. Technical Assessment

- i. *Project Management Plan* – The Contractor shall submit a project management plan that provides for the effective communication and efficient development of a TO proposal for a project that addresses the Government’s objectives as set forth in the NOO. The project management plan shall also include a draft RRP Matrix, the Contractor’s expectations for how the ordering agency will provide assistance during the proposal development, and a project schedule with milestones and durations starting from the PA through award, implementation, performance period, and contract close-out.
- ii. *ECM/WCM Description* – For each recommended ECM/WCM, the Contractor shall submit narrative information, including assumptions that are material to achieving ECM/WCM performance, and estimated implementation price and savings ranges, in the format specified in the PA Recommended ECM/WCM template. For each potential ECM/WCM, the Contractor shall provide a short narrative at a conceptual level.
- iii. *ECM/WCM Performance Measurement* – Provide a general description for the M&V approach that will be proposed for the recommended ECMs/WCMs in accordance with paragraph C.4.2.a and the latest version of the DOE FEMP “M&V Guidelines: Measurement and Verification for Performance-Based Contracts.” The M&V approach shall also include a general description of the recommended level of Government witnessing that complies with the latest version of DOE FEMP’s “Guide to Government Witnessing and Review of Measurement and Verification Activities.” (See Attachment J-10 for specific web links.)

If operation and maintenance savings are included in the PA, then the Contractor shall include a general description of the methods that comply with the latest version of “How to Determine and Verify Operating and Maintenance (O&M) Savings in Energy Savings performance Contracts”. In determining energy cost savings, the Contractor shall comply with the latest version of FEMP’s “Guidance on Utility Rate Estimations and Weather Normalization in Performance Contracts”. (See Attachment J-10 for specific web links.)

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

ECM/WCM description. The ePB system instructions and descriptions of the TO Schedules are provided in Attachment J-8.

## **H.5 Task Order Proposals and Proposal Reviews for ESPC Projects**

### **H.5.1 General Requirements for Task Order Proposals**

The Contractor shall submit a TO proposal, consisting of technical and price components, in electronic format, or as required in the TO RFP. Although an individual subcontracting plan is established for large businesses at the IDIQ contract level (Attachment J-9), ordering agencies may negotiate higher subcontracting goals at the TO level.

- a. The technical component of the TO proposal shall include an Investment Grade Audit (IGA) and conceptual design that documents the overall technical credibility of the energy baseline and provides the methodology and results used to determine the guaranteed savings. Particular emphasis should be placed on assessment of renewable energy opportunities, recommissioning, and retro-commissioning per 42 U.S.C. 8253(f)(3)(B).
- b. The price component of the TO proposal shall include completed project financial and energy-savings TO Schedules from ePB, documentation to support the data in the TO Schedules, and any other supporting documentation required by the ordering agency.
- c. TO proposals will be reviewed in accordance with the FAR, the IDIQ contract, and ordering agency requirements and/or guidance provided in the TO RFP.
- d. The ordering agency will not be responsible for any costs incurred, such as the PA development costs, proposal preparation costs, or costs incurred in preparing the IGA, unless a TO is awarded. However, such costs may be authorized for payment by the ordering agency CO/KO, at his or her sole discretion, under an authority separate from this ESPC IDIQ contract.

### **H.5.2 Task Order Proposal Content**

The Contractor shall submit a TO proposal under which the Contractor will be paid from guaranteed annual cost savings within 25 years of TO award and which is life cycle cost (LCC) effective. Unless otherwise provided by the ordering agency, the TO proposal shall include the following information and requirements:

#### **H.5.2.1 Project Overview**

- a. Executive Summary – At a minimum, this shall include a narrative description of the project summarizing the ECMs/WCMs, the energy, water, and related cost savings, implementation price and financial summary.
- b. Site Description and Utility Summary – For the site, the Contractor shall submit narrative information for items, as applicable, in the format specified below. The narrative information shall include, but is not limited to, what is listed under each category below:
  1. *Site Description*
    - i. Overview, size, location
    - ii. Map of site showing major areas/designations
    - iii. Building/facility list, name/designator/number, type of facility, square footage, and hours for those included in the TO proposal
    - iv. Background/discussion regarding rationale or directive on which areas of site are or are not included in this TO proposal

- v. Facility descriptions for those buildings included and/or served in the ESPC project. (Some or all buildings may be included, depending on the nature of the site and the ESPC TO.) Provide a general description of building condition and operations including overview of energy (mechanical/electrical) and water systems to include assessment of the system conditions, central plants and buildings served.
- vi. Statement of coordination with the site's Master Plan and any other relevant site plans that were considered during IGA development.

## 2. *Utility Summary*

- i. Overview/description of current utility systems on site: electrical, natural gas, fuel oils, water, sewer. Include site diagrams/maps, as available.
- ii. Description of metering systems for each utility.
  - Utility/revenue meters.
  - Sub-meters and/or advanced metering systems, as applicable.
- iii. Summary of historical utility analysis
  - Summary tables and graphs for each utility for defined usage period (in text of report) with supporting detailed information and analysis included in an appendix to the TO proposal. As applicable, show information regarding sub-meters.
  - Reference to the Site Use and Savings Overview, Table C-1A in the M&V Plan, as applicable.
  - Rate discussion with reference to the Energy, Water, and O&M Rate Data in the M&V Plan, Section 2.2, as applicable, for details.

### **H.5.2.2 Volume I - Technical Proposal**

- a. ECM/WCM Description - For each ECM/WCM proposed, the Contractor shall submit narrative information for items, as applicable, in the format specified below:
  - 1. ECM/WCM Title
  - 2. ECM/WCM No. and narrative description
  - 3. Location affected
  - 4. Energy/water baseline, detail on assumptions used to develop the baseline (e.g., hours of use or occupancy, weather baseline). Provide a table of assumptions that are material to achieving ECM/WCM performance.
  - 5. ECM/WCM implementation price, projected energy use, cost, guaranteed savings, and detail on assumptions. Guaranteed savings must include energy or water savings and may include O&M, R&R and other related savings. Provide a table of assumptions that are material to achieving ECM/WCM performance.
  - 6. ECM/WCM Interface with ordering agency equipment and detailed description of existing energy consuming equipment and systems
  - 7. Proposed equipment identification including manufacturer, model number and optional equipment proposed for each ECM/WCM component.
  - 8. Physical changes – List major physical changes to equipment or facilities required to install the proposed ECM/WCM such as relocation or removal of equipment. Include manufacturer's literature and specifications for each ECM/WCM component proposed.

9. Utility interruptions – Specify the extent of any utility interruptions needed for the installation of the proposed ECM/WCM.
  10. Ordering agency support required – Specify any ordering agency support required during implementation of the ECM/WCM.
  11. Describe potential environment impacts and coordination that has occurred with the site National Environmental Policy Act (NEPA) Compliance Officer
  12. Any financial incentive such as utility rebate or system benefit fund financial and tax incentive. If applicable, specify ECM/WCM financial incentive(s) available, source, estimated payment amount, how and when payment or financing reduction will be applied and impact on project cash flow (e.g., payment before acceptance, reducing implementation price (ePB TO Schedules 2a, Implementation Price By ECM, and 2b, Project Implementation Pricing Worksheet) and/or the performance period price (ePB TO Schedule 3, Performance Period Cash Flow).
  13. Key parameters used to determine savings in M&V.
  14. ECM/WCM project schedule – Provide a detailed logically linked, critical path methodology project schedule to include the duration of the following key phases:
    - i. Engineering/design
    - ii. Equipment procurement/lead time (e.g., date required to place orders for equipment in order to maintain project construction schedule)
    - iii. Installation, commissioning, and post-installation M&V report
    - iv. Project acceptance
- b. ECM/WCM Performance Measurement
1. *Measurement & Verification Plan* – The Contractor shall prepare a severable portion of Volume I that describes a complete M&V plan. The M&V plan shall be completed using the template and outline provided in the latest version of the DOE FEMP M&V Guidelines. The M&V plan shall include an electronic version of the methods for calculating the ECM/WCM energy and water savings for the ordering agency’s review and approval. The M&V plan will include a description of the recommended level of government witnessing that complies with the latest version of FEMP’s "Guide to Government Witnessing and Review of Measurement and Verification Activities." (See Attachment J-10 for specific web link.)

If operation and maintenance savings are included, then the Contractor shall include a description of the methods that comply with the latest version of “How to Determine and Verify Operating and Maintenance (O&M) Savings in Energy Savings performance Contracts”. In determining energy cost savings, the Contractor shall comply with the latest version of FEMP’s “Guidance on Utility Rate Estimations and Weather Normalization in Performance Contracts”. (See Attachment J-10 for specific web links.)
  2. *Commissioning Plan* – The Contractor shall prepare a severable portion of Volume I that describes the Commissioning Plan for each of the proposed ECMs/WCMs. (See Commissioning Guidance for DOE ESPCs on the DOE FEMP website. Attachment J-10 provides the specific web link.)
- c. Project Management Plan
1. *Communication Plan* – Provide a communication plan to include progress updates during the implementation and operation periods for promoting communication between the ordering agency, DOE, and the Contractor throughout the implementation and operations periods.

2. *Organization* – Show the organization for implementing and managing the TO project through the use of an organizational chart. The proposed organization shall contain the responsibilities of each element. Identify personnel integral to the performance of the ESPC project, by name within each element. Show the lines of authority within the organization. If portions of the project are to be subcontracted (e.g., design of an energy or water conservation system), identify the subcontracted function, and which element of the Contractor’s organization will manage the subcontract(s). Describe how continuity will be achieved during the transition from the project development phase to implementation.
3. *Risk, Responsibility and Performance Matrix* – The Contractor shall complete and submit a Risk, Responsibility and Performance Matrix detailing its proposed approach or method to address each area in the Matrix. The format and content for the Risk, Responsibility and Performance Matrix is provided in the latest version of the DOE FEMP “M&V Guidelines: Measurement and Verification for Performance-Based Contracts” (See Attachment J-10, References and Web links, for specific website address).
4. *Operations, Maintenance, Repair, and Replacement* – Show the organizational structure and describe the approach for performance of the proposed ECM/WCM operations, maintenance, and repair and replacement requirements, including at a minimum the ECM/WCM-specific preventative maintenance requirements and their frequency of performance. For each ECM/WCM, identify the organization(s) (ordering agency or Contractor/subcontractor) performing the O&M of Contractor-installed equipment. Detail how duties or actions are shared or reference where this information is located. Identify reporting requirements of ordering agency or Contractor during the performance period. Responsibilities, performance, and risks of operations shall be briefly defined in the Risk, Responsibility and Performance Matrix.
5. *ECM/WCM Training* – Describe in detail how training for each ECM/WCM will be provided for ordering agency personnel. The approach shall be customized depending on the level of O&M responsibility to be assumed by ordering agency personnel. Describe how this plan will meet the Contractor’s responsibility for O&M in future years, including retraining to accommodate staff turnover.

#### **H.5.2.3 Volume II - Price Proposal**

The selected Contractor shall complete project financial and energy-savings TO Schedules using the ePB. These completed TO Schedules shall be provided in the price proposal submitted to the ordering agency, along with supporting documentation, organized as follows:

- a. Project-level expenses from project development through TO award (no ECM/WCM breakout required).
- b. Pricing of implementation and construction phases, allocated by ECM/WCM.
- c. Post-acceptance performance period expenses aligned with proposed TO Schedule 3 line item expenses.
- d. A summary of the finance offer being proposed. At a minimum, the finance summary shall include the Investor Deal Summary (IDS), selected financier’s Standard Finance Offer (SFO), all non-selected financiers’ SFOs, and Selection Memorandum as explained in more detail in Section H.6.
- e. When applicable, and if determined appropriate by the ordering agency CO/KO and legal counsel, a summary of any reserve account to be established and held by the Contractor for an identified future expense related to an energy conservation measure or water conservation measure implemented under the ESPC project. Funds in any such account shall be from guaranteed savings, to be applied in support of the project during the duration of the ESPC. Funds in any such account shall not be used to offset any guaranteed savings shortfall. These funds can only be expended for the purpose(s) provided by the terms of the TO award and according to procedures as authorized by the ordering agency CO/KO. Any excess funds shall be applied to the Federal agency’s outstanding balance under the ESPC.
- f. Unless otherwise agreed to by the ordering agency CO/KO, the Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent for work to be performed under



the ESPC TO. The Contractor shall conduct a price analysis of the subcontractor quotes to determine price reasonableness and include that price analysis in its price proposal documentation. When a selected ESCO has an established mentor-protégé agreement, the ordering agency CO/KO may allow the ESCO to award a non-competitive subcontract to its protégé. The ESCO shall provide a copy of the applicable mentor-protégé agreement in its TO proposal when it plans to utilize its protégé without competing the subcontracted work.

#### **H.5.2.4 eProject Builder System**

The Contractor shall develop the TO Schedules using the ePB. See Attachment J-8 for instructions and use. The Contractor is responsible for validating that ePB-produced documents are correct.

#### **H.5.2.5 Small Business Subcontracting Reporting for Task Orders**

When required by the ordering agency after an ESPC TO is awarded, the Contractor shall provide an Annual Small Business Subcontracting Report directly to the ordering agency using Standard Form (SF) 294 or a similar form. The report shall include the Contractor's subcontracting dollars specific to each individual ESPC TO for the year or partial year prior to September 30 during contract performance for each year of the TO. The Contractor shall submit the Annual Small Business Subcontracting Report via email or other designated electronic means no later than October 30 of each year to the ordering agency. This report is in addition to the eSRS subcontract reporting requirements listed in the Section F deliverables table.

### **H.6 Requirements for Competitive Financing Acquisition for Task Orders**

#### **H.6.1 Investor Deal Summary (IDS)**

As part of the TO price proposal, the Contractor shall submit the IDS (Attachment J-5), along with the Contractor's point of contact information, electronically in Microsoft Word format to the ordering agency CO/KO for review unless otherwise directed by the ordering agency CO/KO.

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

- a. The Contractor shall solicit and select financing offers through a documented competitive selection process. The Contractor shall:
  1. Solicit offers from a minimum of three reputable finance companies. This process must incorporate the IDS and any other relevant information the Contractor believes will enhance the competitive offer.
  2. Provide financing offerors with a reasonable period of time to respond in order to encourage more effective competition.
  3. Require financing offers to be in the form of the SFO, as set out in Attachment J-6 to this IDIQ contract.
  4. Perform an analysis of financing offers that includes all factors that affect the cost of funding the project. The analysis shall include, but is not limited to, comparing rates offered and total estimated finance costs (e.g., interest rate index and premium, accrual of construction period interest costs, interest earned on the loan amount by the contractor during the construction period, and other factors) to the TO.
  5. Determine the most advantageous offer based on analysis, and establish the reasonableness of the proposed interest and other financing costs to be included in the TO proposal submitted to the ordering agency.
  6. Once the Contractor completes this process and a selection is made, the Contractor shall prepare a Selection Memorandum describing the selection process including the number of offers solicited and received, the rationale for selecting the financier, and the reasons why the selection is the best value for the Government. The Selection Memorandum shall state whether any interest rate locks or hedge costs are included in the

proposals, and the terms and costs of such. If the financier with the lowest total project interest rate and other financing costs is not selected, the Selection Memorandum shall describe the Contractor's reason for selection, and how price reasonableness was established. This process may be subject to audit by the ordering agency and/or by DOE as administrator of the IDIQ contract.

- b. The Selection Memorandum shall be signed by an authorized official of the Contractor, thereby confirming to the ordering agency that the contents of the Selection Memorandum are true and correct, and in accordance with any applicable ordering agency-specific requirements.
- c. Rate update process – Because interest rates are subject to frequent and sometimes significant changes, the Contractor shall describe in the Selection Memorandum the process it will use after TO proposal submission to monitor interest rate changes, assess the impact of rate changes on the proposed TO project, update the TO proposal immediately prior to award to reflect interest rate changes, and establish the reasonableness of any revised interest and financing costs.
- d. The Contractor shall submit the IDS, SFO, Selection Memorandum and certification with its price proposal to the ordering agency.
- e. The Contractor shall provide to the ordering agency a copy of the Master Purchase Agreement with the selected financier and any other agreements related to the task order financing.

### **H.6.3 Debt Modifications**

If the Contractor plans to modify its TO debt obligations, the Contractor shall notify the ordering agency at least 60 days before the planned modification and provide a copy of the revised terms within 30 days after the debt modification.

## **H.7 Payment and Performance Bond Requirements for Task Orders**

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

satisfactory evidence that all laborers, suppliers, and subcontractors have been paid in full.

4. The Contractor shall not file any mechanics lien against the ordering agency for the TO projects and this requirement shall flow down to all subcontractors. Therefore, the payment bond shall secure the Contractor's obligations for payment of laborers, suppliers, and all subcontractors.

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

The ordering agency recognizes that project financing associated with Contractor performance of TOs issued under this IDIQ contract may be accomplished using third-party financing, and as such, will permit the financing source to establish a security interest in the installed ECM/WCM(s), subject to, and subordinate to, the rights of the ordering agency. To provide protection of any financier's interest, the ESCO may be required to assign to its lenders some or all of its rights under a TO. The ordering agency will consider:

- a. Requests for assignments of monies due or to become due under a TO, provided the assignment complies with the Assignment of Claims Act. Requests shall be provided to the ordering agency for TO modification as appropriate.
- b. Requests for the ordering agency to provide financiers copies of any cure or show-cause notice issued to the ESCO.
- c. Requests by financier or secured interest holders for extension of response time to cure or show-cause notices.

## **H.9 Required Insurance for Task Orders**

- a. The Contractor shall procure, at its expense, and maintain during the entire period of performance under this IDIQ contract, and the TOs awarded to the Contractor under it, the following minimum insurance coverage, in accordance with FAR 28.306 – Insurance Under Fixed-Price Contracts, FAR 28.307-2 – Liability, and FAR 52.228-5, Insurance – Work on a Government Installation:
  1. Worker's compensation: Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
  2. Employer's liability coverage: \$100,000 (except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers).
  3. Comprehensive general or bodily injury liability: \$500,000 per occurrence.
  4. Property damage liability: None, unless otherwise required by the ordering agency CO/KO.
  5. Comprehensive automobile bodily injury liability: \$200,000 per person and \$500,000 per occurrence.
  6. Comprehensive automobile property damage: \$20,000 per occurrence.
  7. Other insurance as required by State law.
- b. Specific TOs may require different insurance coverage depending on the project requirements, which will be specified by the ordering agency CO/KO in the TO. If different insurance coverage is specified as required for a specific TO project, the Contractor shall maintain, at its own expense for the TO term, the revised insurance coverage, in accordance with the following:
  1. Prior to commencement of work, the ESCO shall furnish to the ordering agency CO/KO a copy of the insurance policy endorsement. The policies evidencing required insurance coverage shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the ordering agency in such insurance shall not be effective for such period as may be prescribed

by the laws of the State in which the TO is to be performed, and in no event less than 30 days after written notice thereof to the ordering agency CO/KO.

2. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder.
3. Nothing herein shall relieve or limit the ESCO of liability for losses and damages to person or property as a result of its operations. The ESCO shall indemnify and hold the Government (including the ordering agency, DOE, and any person acting on behalf of the Government) harmless from any and all liability, including attorneys' fees and legal costs, associated with or resulting from the Contractor's operations under this IDIQ contract or any TO issued hereunder.

## **H.10 Safety Requirements**

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

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

## **H.11 Fire Prevention**

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

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

Unless otherwise specified in the TO, the Contractor shall provide all equipment, materials and supplies necessary to perform the work for an ESPC Project. Equipment, materials and supplies provided shall be of the grade and quality as specified in the TO and be in compliance with any applicable standards. All such equipment, materials

and supplies must be compatible with, and operate safely within the design parameters of, existing systems equipment.

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

### **H.13 Salvage**

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

### **H.14 Disposal of Nonhazardous Waste**

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

### **H.15 Hazardous Materials**

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

### **H.16 Contractor Employees**

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

- a. Upon issuance of a TO under this IDIQ contract, the Contractor shall provide the ordering agency with the name(s) of the responsible supervisory person(s) authorized to act for the Contractor.
- b. The Contractor shall furnish sufficient qualified personnel to perform all work specified within the TO.
- c. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.
- d. The Contractor shall remove from the site any individual whose continued employment is deemed by the ordering agency to be contrary to the public interest or inconsistent with the best interests of ordering agency business or national security.
- e. No employee or representative of the Contractor will be admitted to the work site unless that employee furnishes satisfactory proof that he/she is a citizen of the United States or otherwise legally authorized to work at the site or facility.
- f. Contractor employees must comply with ordering agency rules and guidelines regarding access to the site or specific facilities as specified in the TO.

## **H.17 Security Requirements**

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

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

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



## H.19 Alternative Dispute Resolution

- a. The Government and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, the Government and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- b. If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- c. Either party may request that the ADR process be used. The Contractor shall make a written request to the DOE IDIQ Contracting Officer for IDIQ contract issues, or the ordering agency CO/KO for TO issues. The DOE IDIQ Contracting Officer, or ordering agency CO/KO, as appropriate, shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- d. ADR procedures may be used at any time that the DOE IDIQ Contracting Officer or ordering agency CO/KO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- e. If the DOE IDIQ Contracting Officer or ordering agency CO/KO rejects the Contractor's request for ADR proceedings, the respective CO/KO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the DOE IDIQ Contracting Officer's or ordering agency CO's/KO's request to use ADR procedures, the Contractor shall provide the respective CO/KO with the reasons for rejecting the request.

## H.20 Reporting of Fraud, Waste, Abuse, Corruption, or Mismanagement

The Contractor shall comply with the following:

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

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

## **H.21 DOE-H-2076 – Lobbying Restrictions (NOV 2018)**

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

(End of Clause)

## **H.22 Sustainable Management Practices**

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

Federal agencies must meet various sustainability requirements under statutes, related regulations, Executive Orders, and other applicable authorities. Many of these practices and benefits can be captured directly by agencies in their implementation of ESPC projects, or indirectly through actions related to the ESPC projects.

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

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

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

### **H.23 DOE-H-2012 – Sustainable Acquisitions under DOE Construction Contracts (JUL 2018)**

The Department of Energy is committed to efficiently managing its facilities in an environmentally preferable manner. While performing work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and wellbeing of Federal and contract employees at the facility. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. The following resources provide more information:

- Recycled Content Products are described at <http://epa.gov/cpg>
- Biobased Content Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are at <http://energystar.gov/products> for Energy Star products
- Energy efficient products are at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are at <http://www.epeat.net>
- Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>
- Water Efficient plumbing products are at <http://epa.gov/watersense>

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

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

(End of Clause)

### **H.24 Agency-Specific Directives**

Each ordering agency is responsible for incorporating any applicable agency-specific directives into its ESPC TO. For ESPC projects at DOE sites, the DOE-specific directives can be found at <https://www.directives.doe.gov>.

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

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

## **H.26 Participation in DOE's Mentor-Protégé Program**

In support of DOE's Mentor-Protégé Program, the Contractor shall establish at least two mentor-protégé agreements during the period of performance of the ESPC IDIQ contract.

A protégé can be any firm certified under section 8(a) of the Small Business Act by SBA or other type of small disadvantaged business, a women-owned small business, a Historically Black College and University and Minority Institution or other type of minority institution of higher learning, and/or a small business concern owned and controlled by a service-disabled veteran. In setting up the mentor-protégé agreements, the Contractor shall follow the applicable regulations at 48 CFR 919.70 and contact the DOE's Office of Small and Disadvantaged Business Utilization (OSDBU) for further guidance.

The Contractor shall receive credit for subcontracts awarded pursuant to its Mentor-Protégé Agreements toward subcontracting goals contained in its approved small business subcontracting plan.

The Contractor, in conjunction with the Protégé firms, shall develop and submit "lessons learned" evaluations to DOE OSDBU at the conclusion of each mentor-protégé agreement established under the ESPC IDIQ contract.

## **H.27 Requirements for Posting Subcontracting Opportunities**

To support the Government's policy of providing maximum practicable opportunities for all small business concerns to participate in subcontracts (FAR 52.219-8) as well as the requirement to select subcontractors on a competitive basis (FAR 52.244-5), the ESCO shall publicly post all subcontracting opportunities with a projected value at or above \$250,000 for each ESPC project, unless an exception applies as identified in FAR 5.202. The ESCO is also encouraged to post subcontracting opportunities with a projected value below \$250,000.

- a. The ESCO shall post links to all applicable subcontracting opportunities on the DOE Forecast web page (See Attachment J-10 for specific web link.). DOE will assist the ESCO with posting links to these opportunities.
- b. When the ESPC project is at a non-DOE site, the ESCO shall post links to subcontracting opportunities on any public-facing site recommended by the ordering agency. The ordering agency pursuing the ESPC project will assist the ESCO with posting links to these opportunities.
- c. The ESCO shall also post links to subcontracting opportunities on at least one Government-wide website, such as the Small Business Administration's Subcontracting Network (SubNet) (See Attachment J-10 for specific web link.)

[END OF SECTION H]

## **PART II - CONTRACT CLAUSES**

### **Section I - Contract Clauses**

#### **I.1 FAR and DEAR Clauses Incorporated by Reference (FAR 52.252-2)(FEB 1998)**

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

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/dears>

52.202-1	<b>Definitions. (JUN 2020)</b>
52.203-3	<b>Gratuities. (APR 1984)</b>
52.203-5	<b>Covenant Against Contingent Fees. (MAY 2014)</b>
52.203-6	<b>Restrictions on Subcontractor Sales to the Government. (JUN 2020)</b>
52.203-7	<b>Anti-Kickback Procedures. (JUN 2020)</b>
52.203-8	<b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)</b>
52.203-10	<b>Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)</b>
52.203-12	<b>Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)</b>
52.203-13	<b>Contractor Code of Business Ethics and Conduct. (NOV 2021)</b>
52.203-14	<b>Display of Hotline Poster(s). (NOV 2021)</b> For ESPC projects at DOE sites: <a href="https://www.energy.gov/ig/ig-hotline">https://www.energy.gov/ig/ig-hotline</a> For ESPC projects at non-DOE sites: <a href="https://www.oig.dhs.gov/hotline">https://www.oig.dhs.gov/hotline</a>
52.203-17	<b>Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (JUN 2020)</b>
52.203-19	<b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)</b>
52.204-2	<b>Security Requirements. (MAR 2021) and Alternate II. (APR 1984)</b>
52.204-4	<b>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)</b>
52.204-9	<b>Personal Identity Verification of Contractor Personnel. (JAN 2011)</b>
52.204-10	<b>Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)</b>
52.204-13	<b>System for Award Management Maintenance. (OCT 2018)</b>
52.204-15	<b>Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (OCT 2016)</b>
52.204-18	<b>Commercial and Government Entity Code Maintenance. (AUG 2020)</b>
52.204-19	<b>Incorporation by Reference of Representations and Certifications. (DEC 2014)</b>
52.204-21	<b>Basic Safeguarding of Covered Contractor Information Systems. (NOV 2021)</b>
52.204-23	<b>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (NOV 2021)</b>
52.204-25	<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)</b>
52.204-27	<b>Prohibition on a ByteDance Covered Application (JUN 2023)</b>
52.209-6	<b>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)</b>
52.209-9	<b>Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)</b>
52.209-10	<b>Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)</b>
52.210-1	<b>Market Research. (NOV 2021)</b>
52.211-18	<b>Variation in Estimated Quantity. (APR 1984)</b>
52.215-2	<b>Audit and Records - Negotiation. (JUN 2020)</b>
52.215-8	<b>Order of Precedence - Uniform Contract Format. (OCT 1997)</b>
52.215-14	<b>Integrity of Unit Prices. (NOV 2021)</b>
52.216-32	<b>Task-Order and Delivery-Order Ombudsman. (SEP 2019) and Alternate I. (SEP 2019)</b>

- 52.217-2 Cancellation Under Multi-year Contracts. (OCT 1997)
- 52.219-8 Utilization of Small Business Concerns. (OCT 2022)
- 52.219-9 Small Business Subcontracting Plan. (OCT 2022) and Alternate II. (NOV 2016)
- 52.219-16 Liquidated Damages - Subcontracting Plan. (SEP 2021)
- 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)
- 52.222-3 Convict Labor. (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2018)
- 52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)
- 52.222-6 Construction Wage Rate Requirements. (AUG 2018)
- 52.222-7 Withholding of Funds. (MAY 2014)
- 52.222-8 Payrolls and Basic Records. (JUL 2021)
- 52.222-9 Apprentices and Trainees. (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards). (MAY 2014)
- 52.222-12 Contract Termination - Debarment. (MAY 2014)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
- 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)
- 52.222-15 Certification of Eligibility. (MAY 2014)
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment. (JUN 2020)
- 52.222-21 Prohibition of Segregated Facilities. (APR 2015)
- 52.222-26 Equal Opportunity. (SEP 2016)
- 52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)
- 52.222-29 Notification of Visa Denial. (APR 2015)
- 52.222-35 Equal Opportunity for Veterans. (JUN 2020)
- 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020)
- 52.222-37 Employment Reports on Veterans. (JUN 2020)
- 52.222-40 Notification of Employee Rights under the National Labor Relations Act. (DEC 2010)
- 52.222-50 Combating Trafficking in Persons. (NOV 2021)
- 52.222-54 Employment Eligibility Verification. (MAY 2022)
- 52.222-55 Minimum Wages Under Executive Order 13658 (JAN 2022)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)
- 52.223-2 Affirmative Procurement of Bio-based Products under Service and Construction Contracts. (SEP 2013)
- 52.223-3 Hazardous Material Identification and Material Safety Data. (FEB 2021) and Alternate I (JUL 1995)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011) and Alternate I (MAY 2011) and Alternate II (MAY 2011)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-10 Waste Reduction Program. (MAY 2011)
- 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)
- 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016)
- 52.223-15 Energy Efficiency in Energy-Consuming Products. (MAY 2020)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (AUG 2018)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (JUN 2020)
- 52.223-19 Compliance with Environmental Management Systems. (MAY 2011)
- 52.223-20 Aerosols (JUN 2016)
- 52.223-21 Foams (JUN 2016)
- 52.225-1 Buy American - Supplies. (OCT 2022)
- 52.225-5 Trade Agreements. (DEC 2022)
- 52.225-9 Buy American - Construction Materials. (OCT 2022)
- 52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)
- 52.225-12 Notice of Buy American Requirement - Construction Materials under Trade



52.225-12(D)	<b>Agreements. (MAY 2014) and Alternate I (MAY 2014) and Alternate II (JUN 2009) DOE-I-2006 – Notice of Buy American Requirement - Construction Materials under Trade Agreements. (DOE Deviation) (FEB 2008) and Alternate I (FEB 2008) and Alternate II (FEB 2008)</b>
52.225-13	<b>Restrictions on Certain Foreign Purchases. (FEB 2021)</b>
52.226-1	<b>Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (JUN 2000)</b>
52.227-1	<b>Authorization and Consent. (JUN 2020)</b>
52.227-2	<b>Notice and Assistance Regarding Patent and Copyright Infringement. (JUN 2020)</b>
52.227-3	<b>Patent Indemnity. (APR 1984)</b>
52.227-4	<b>Patent Indemnity--Construction Contracts. (DEC 2007)</b>
52.227-16	<b>Additional Data Requirements (JUN 1987)</b>
52.228-2	<b>Additional Bond Security. (OCT 1997)</b>
52.228-5	<b>Insurance - Work on a Government Installation. (JAN 1997)</b>
52.228-11	<b>Individual Surety – Pledge of Assets. (FEB 2021)</b>
52.228-12	<b>Prospective Subcontractor Requests for Bonds. (DEC 2022)</b>
52.228-14	<b>Irrevocable Letter of Credit. (NOV 2014)</b>
52.228-15	<b>Performance and Payment Bonds - Construction. (JUN 2020)</b>
52.229-3	<b>Federal, State, and Local Taxes. (FEB 2013)</b>
52.229-6	<b>Taxes - Foreign Fixed-Price Contracts. (FEB 2013)</b>
52.232-1	<b>Payments. (APR 1984)</b>
52.232-5	<b>Payments under Fixed-Price Construction Contracts. (MAY 2014)</b>
52.232-8	<b>Discounts for Prompt Payment. (FEB 2002)</b>
52.232-11	<b>Extras. (APR 1984)</b>
52.232-17	<b>Interest. (MAY 2014)</b>
52.232-18	<b>Availability of Funds. (APR 1984)</b>
52.232-23	<b>Assignment of Claims. (MAY 2014)</b>
52.232-25	<b>Prompt Payment. (JAN 2017)</b>
52.232-27	<b>Prompt Payment for Construction Contracts. (JAN 2017)</b>
52.232-33	<b>Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)</b>
52.232-39	<b>Unenforceability of Unauthorized Obligations. (JUN 2013)</b>
52.232-40	<b>Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)</b>
52.233-1	<b>Disputes. (MAY 2014) and Alternate I (DEC 1991)</b>
52.233-3	<b>Protest after Award. (AUG 1996)</b>
52.233-4	<b>Applicable Law for Breach of Contract Claim. (OCT 2004)</b>
52.236-2	<b>Differing Site Conditions. (APR 1984)</b>
52.236-3	<b>Site Investigation and Conditions Affecting the Work. (APR 1984)</b>
52.236-5	<b>Material and Workmanship. (APR 1984)</b>
52.236-6	<b>Superintendence by the Contractor. (APR 1984)</b>
52.236-7	<b>Permits and Responsibilities. (NOV 1991)</b>
52.236-8	<b>Other Contracts. (APR 1984)</b>
52.236-9	<b>Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)</b>
52.236-10	<b>Operations and Storage Areas. (APR 1984)</b>
52.236-11	<b>Use and Possession Prior to Completion. (APR 1984)</b>
52.236-12	<b>Cleaning Up. (APR 1984)</b>
52.236-13	<b>Accident Prevention. (NOV 1991) and Alternate I (NOV 1991)</b>
52.236-14	<b>Availability and Use of Utility Services. (APR 1984)</b>
52.236-15	<b>Schedules for Construction Contracts. (APR 1984)</b>
52.236-21	<b>Specifications and Drawings for Construction. (FEB 1997) and Alternate I (APR 1984)</b>
52.236-26	<b>Preconstruction Conference. (FEB 1995)</b>
52.236-28	<b>Preparation of Proposals - Construction. (OCT 1997)</b>
52.242-5	<b>Payments to Small Business Subcontractors (JAN 2017)</b>
52.242-13	<b>Bankruptcy. (JUL 1995)</b>
52.242-14	<b>Suspension of Work. (APR 1984)</b>
52.243-1	<b>Changes - Fixed-Price. (AUG 1987) and Alternate II (APR 1984)</b>

52.243-4	<b>Changes. (JUN 2007)</b>
52.244-5	<b>Competition in Subcontracting. (DEC 1996)</b>
52.244-6	<b>Subcontracts for Commercial Items. (JUN 2023)</b>
52.245-1	<b>Government Property. (SEP 2021) and Alternate I (APR 2012)</b>
52.245-9	<b>Use and Charges (APR 2012)</b>
52.246-21	<b>Warranty of Construction. (MAR 1994)</b>
52.246-23	<b>Limitation of Liability. (FEB 1997)</b>
52.246-24	<b>Limitation of Liability - High-Value Items. (FEB 1997) and Alternate I (APR 1984)</b>
52.246-25	<b>Limitation of Liability - Services. (FEB 1997)</b>
52.247-64	<b>Preference for Privately Owned U.S.-Flag Commercial Vessels. (NOV 2021)</b>
52.249-2	<b>Termination for Convenience of the Government (Fixed-Price). (APR 2012) and Alternate I (SEP 1996)</b>
52.249-3	<b>Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements). (APR 2012)</b>
52.249-8	<b>Default (Fixed-Price Supply and Service). (APR 1984)</b>
52.249-10	<b>Default (Fixed-Price Construction). (APR 1984) and Alternate I (APR 1984)</b>
52.251-1	<b>Government Supply Sources. (APR 2012)</b>
52.253-1	<b>Computer Generated Forms. (JAN 1991)</b>

The DEAR clauses and provisions by reference and in full text are applicable to ESPC projects at DOE sites and remain applicable for projects awarded by other ordering agencies unless the agency substitutes a similar agency specific clause or provision in its TO RFP or ESPC TO award. Ordering agencies may incorporate additional agency specific clauses and provisions in its TO as required, but may not remove requirements established in the IDIQ contract without the consent of the DOE IDIQ Contracting Officer.

952.202-1	<b>Definitions. (FEB 2011)</b>
952.203-70	<b>Whistleblower Protection for Contractor Employees. (DEC 2000)</b>
952.204-75	<b>Public Affairs (DEC 2000)</b>
952.208-70	<b>Printing. (APR 1984)</b>
952.223-78	<b>Sustainable acquisition program. (OCT 2010) and Alternate I for Construction Contracts and Subcontracts (OCT 2010)</b>
952.225-71	<b>Compliance with export control laws and regulations. (NOV 2015)</b>
952.226-71	<b>Utilization of Energy Policy Act target entities. (JUN 1996)</b>
952.227-9	<b>Refund of Royalties. (FEB 1995)</b>
952.247-70	<b>Foreign travel. (JUN 2010)</b>

The following clauses require fill-in of project specific information. These clauses are not applicable to the ESPC project/TO unless an ordering agency provides the required, fill-in information in the TO RFP / ESPC TO. This can be accomplished by addendum to the IDIQ clause or by completing each clause in full text in the TO RFP / ESPC TO.

52.211-10	<b>Commencement, Prosecution, and Completion of Work. (APR 1984)</b>
52.211-11	<b>Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)</b>
52.211-12	<b>Liquidated Damages - Construction. (SEP 2000)</b>
52.211-16	<b>Variation in Quantity. (APR 1984)</b>
52.215-21	<b>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (NOV 2021) - Alternate III (OCT 1997) and Alternate IV (OCT 2010)</b>
52.222-23	<b>Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity for Construction. (FEB 1999)</b>
52.223-9	<b>Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (MAY 2008)</b>
52.225-11	<b>Buy American - Construction Materials under Trade Agreements. (DEC 2022) and Alternate I (DEC 2022)</b>
52.225-19	<b>Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or</b>

	<b>Consular Mission Outside the United States. (MAY 2020)</b>
<b>52.227-23</b>	<b>Rights to Proposal Data (Technical). (JUN 1987)</b>
<b>52.228-16</b>	<b>Performance and Payment Bonds - Other Than Construction. (NOV 2006)</b>
<b>52.232-35</b>	<b>Designation of Office for Government Receipt of Electronic Funds Transfer Information. (JUL 2013)</b>
<b>52.236-1</b>	<b>Performance of Work by the Contractor. (APR 1984)</b>
<b>52.236-27</b>	<b>Site Visit (Construction). (FEB 1995) and Alternate I (FEB 1995)</b>
<b>52.246-19</b>	<b>Warranty of Systems and Equipment under Performance Specifications or Design Criteria. (MAY 2001) and Alternate III (APR 1984)</b>

## FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT

### I.2 52.216-18 - Ordering. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule (Section C). Such orders may be issued from the award date of the IDIQ contract through five years from initial award date.

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

### I.3 52.216-19 - Order Limitations. (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$5 billion;

(2) Any order for a combination of items in excess of \$5 billion; or

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

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 60 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **I.4 52.216-22 - Indefinite Quantity. (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided* that the Contractor shall not be required to make any deliveries under this contract after 25 years from the ordering period end date.

(End of clause)

#### **I.5 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 before the contract expires.

(End of clause)

#### **I.6 52.217-9 – Option to Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the ordering period end date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10.5 years for the ordering period of performance.

(End of clause)

**I.7 52.227-14 – Rights in Data - General. (MAY 2014) (Modified by Alternate V (DEC 2007) and DEAR 927.409 (DEC 2000))**

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

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

“Computer software”, as used in this clause, means

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

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

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

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

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

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

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

(b) *Allocation of rights.*

- (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—
  - (i) Data first produced in the performance of this contract;
  - (ii) Form, fit, and function data delivered under this contract;

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

(2) The Contractor shall have the right to—

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

(c) Copyright—

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

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

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

- (i) Identifies the data; and
- (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

- (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
- (2) As expressly set forth in this contract; or



- (3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.
  - (4) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.
- (e) *Unauthorized marking of data.*
- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.
    - (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
    - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
    - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
  - (2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
  - (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) *Omitted or incorrect markings.*
- (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
  - (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—
    - (i) Identifies the data to which the omitted notice is to be applied;

- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

- (3) If data has been marked with an incorrect notice, the Contracting Officer may—
- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or
  - (ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

- (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
- (i) Identify the data being withheld; and
  - (ii) Furnish form, fit, and function data instead.

- (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

- (3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

(End of Clause)

## **I.8 52.252-6 - Authorized Deviations in Clauses. (NOV 2020)**

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

(End of clause)

## **I.9 952.226-72 – Energy Policy Act subcontracting goals and reporting requirements. (JUN 1996)**

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

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

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

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

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

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

(End of clause)

[END OF SECTION I]

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

**Section J - List of Documents, Exhibits and Other Attachments**

**J.1 DOE-J-2001 – List of Attachments (OCT 2015)**

The following attachments constitute part of this contract:

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>NO. OF PAGES</b>
J-1	Acronym List	06/01/2023	3
J-2	Definitions of Applicable Terms	06/01/2023	7
J-3	ESPC Technology Categories	06/01/2023	3
J-4	Recommended Deliverables for Task Orders	07/21/2023	2
J-5	Investor Deal Summary Template	06/01/2023	4
J-6	Standard Finance Offer Template	06/01/2023	2
J-7	Project Management Center Upload Instructions	06/01/2023	13
J-8	eProject Builder System Instructions	06/01/2023	4
J-9	Small Business Subcontracting Plan <b>Template*</b>	06/01/2023	16
J-10	References and Web Links	06/01/2023	3

\* A blank template for the individual subcontracting plan is provided in the following pages. The individual contracts each contain a completed and approved individual small business subcontracting plan with tailored goals.

(End of Clause)

[END OF SECTION J]

[END OF CONTRACT BODY]

## **ATTACHMENT J-1** **Acronym List**

ACH	Automated Clearing House
ADR	Alternate Dispute Resolution
AFV	Alternative Fueled Vehicle
AIA	American Institute of Architects
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
BAS	Building Automation System
CAGE	Commercial and Government Entity (code)
CDP	Carbon Disclosure Project
CFM	Cubic feet per minute
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPARS	Contractor Performance Assessment Reporting System
CSR	Corporate Social Responsibility (reports)
DEAR	Department of Energy Acquisition Regulation
DOE	Department of Energy
DUNS	Data Universal Numbering System (number)
ECM	Energy (or Water) Conservation Measure
EERE	Energy Efficiency and Renewable Energy, Office of
EISA	Energy Independence and Security Act
EMCS	Energy Monitoring/Management Control System
EO	Executive Order
EOI	Expression of Interest
EPA	Environmental Protection Agency
EPAct	Energy Policy Act
ePB	eProject Builder
ESCO	Energy Services Company
ESPC	Energy Savings Performance Contract
FAR	Federal Acquisition Regulation
FBO	Federal Business Opportunities (website)
FEMP	Federal Energy Management Program
FOCI	Foreign Ownership, Control and Influence
FPE	Federal Project Executive
FPP	Financing Procurement Price
GAO	Government Accountability Office
GFO	Golden Field Office
GPE	Government-wide Point of Entry
GRI	Global Reporting Initiative
HTRRP	Highest Technically Rated with Fair and Reasonable Pricing
HVAC	Heating, Ventilating and Air-conditioning
IBC	International Building Code

IDIQ	Indefinite Delivery/Indefinite Quantity
IDP	Implementation Delivery Percentage
IDS	Investor Deal Summary
IESNA	Illuminating Engineering Society of North America
IGA	Investment Grade Audit
IMC	International Mechanical Code
IPC	International Plumbing Code
IPMVP	International Performance Measurement and Verification Protocol
ISR	Individual Subcontract Report
LCC	Life Cycle Cost (effective)
LIF	Letter of Interest to Finance
LPTA	Lowest Price, Technically Acceptable
M&V	Measurement and Verification
MACRS	Modified Accelerated Cost Recovery System
MSDS	Material Safety Data Sheet
NAICS	North American Industry Classification System (code)
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NOITA	Notice of Intent to Award (a TO)
NOO	Notice of Opportunity
NTE	Not-To-Exceed
O&M	Operations and Maintenance
OIG	Office of Inspector General
ORFSC	Oak Ridge Financial Service Center
OSDBU	Office of Small and Disadvantaged Business Utilization (DOE)
OSHA	Occupational Safety and Health Administration
PA	Preliminary Assessment
PCB	Poly-chlorinated Biphenyl
PE	Professional Engineer
PF	Project Facilitator/Facilitation
PMC	Project Management Center (EERE)
POC	Point of Contact
PPQ	Past Performance Questionnaire
PWS	Performance Work Statement
R&R	Repair and Replacement
REC	Renewable Energy Credit
RFP	Request for Proposals
RRP	Risk, Responsibility and Performance (Matrix)
SAM	System for Award Management (website)
SB	Small Business
SBA	Small Business Administration
SBPA	Selection Based on PAs Method
SBQ	Selection Based on Qualifications Method
SF	Standard Form
SFO	Standard Financing Offer
SOW	Statement of Work



SSR	Summary Subcontract Report
STRIPES	Strategic Integrated Procurement Enterprise System
TC	Technology Category
TO	Task Order
TRC	Tradable Renewable Certificates
UBC	Uniform Building Code
UEI	Unique Entity Identifier
UL	Underwriters Laboratory
UPC	Uniform Plumbing Code
USC	United States Code
VIPERS	Vendor Invoicing Portal & Electronic Reporting System
WCM	Water Conservation Measure

[END OF ATTACHMENT J-1]

## **ATTACHMENT J-2** **Definitions of Applicable Terms**

**Adjusted Energy (or Water) Baseline** – An energy (or water) baseline that has been adjusted to compensate for factors that would have changed energy (or water) consumption in the absence of any ECMs/WCMs (i.e., factors affecting baseline energy (or water) use beyond the contractor’s control). Examples of such factors may include, but are not limited to, increases or decreases in conditioned or illuminated space, changes in occupancy or building use, facility renovation, or extremes in weather.

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

**Applicable Financial Index** – The financial index upon which the interest rate index is based. For purposes of this contract, the Applicable Financial Index consists of the Treasury Yield Curve Rates closest to the length of the performance period. No other Applicable Financial Index is authorized unless the ordering agency Contracting Officer determines another financial index is more beneficial to the Government. (Reference the following website for further information: <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield>.)

**Commissioning** – Procedures undertaken, generally by the contractor, to assure that ECMs/WCMs and building systems perform interactively in accordance with design documentation and intent. See Attachment J-10 for link to DOE FEMP’s “Commissioning Guidance for ESPCs.”

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

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

**Ordering Agency Contracting Officer** refers to the ordering agency CO (KO for DOD entities), responsible for award and administration of TOs. This term also may refer to DOE Contracting Officers who are awarding and administering TOs.

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

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

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

**Cost of Goods and Services** – The direct costs associated with implementing the project as defined on ePB-generated TO Schedule 2b, which includes: subcontractor costs, M&V equipment installed during construction, self-performed work, and other direct purchase of equipment and materials.

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

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

**Energy (or Water) Baseline** – The amount of energy (or water) that would have been consumed annually without

implementation of ECMs (or WCMs) based on historical metered data, engineering calculations, sub-metering of buildings or energy (or water) consuming systems, building load simulation models, statistical regression analysis, or some combination of these methods.

**Energy Conservation Measure (ECM)** – A measure that is applied to an existing federal building or facility that improves energy efficiency, is life cycle cost effective under 10 CFR Part 436, Subpart A, and involves energy and/or water conservation, cogeneration facilities, renewable energy sources, improvements in operation and maintenance efficiencies, or retrofit activities, which result in energy, water, or related cost savings. For purposes of this definition, “improves energy efficiency” is not limited to a more efficient conversion of energy; rather when renewable energy is substituted for conventional energy fuels, resulting in the Government’s reduced usage of conventional energy sources; such a substitution constitutes “improved energy efficiency.” Operation and maintenance (O&M) efficiency improvements are also realized when O&M costs for a facility are reduced as a result of the energy and/or water efficiency improvement(s). A full listing of applicable ECMs/WCMs can be found in Attachment J-3.

**ECM/WCM-Related (Work)** – ECM/WCM-related means equipment, parts, systems, maintenance, operations or repairs that are:

- (1) Necessary to the functioning of an ECM/WCM. For example, wiring needed to install an energy efficient motor; or existing Government-provided valves for a variable speed pump;
- (2) Necessary to install or operate an ECM/WCM. For example, a fire alarm system specific to a new boiler where a new boiler is installed; or ordering agency-required cyber security for a facility control system;
- (3) Necessary for the protection of, or that will increase the useful life of, the ECM/WCM. For example, housing for equipment which otherwise would be exposed to the elements;
- (4) Designed to enhance the efficiency, conservation, or renewable energy production of an ECM/WCM. For example, light colored surfaces (paint, etc.) to allow for lower light levels and thus more efficient lighting;
- (5) To make necessary changes within a building to achieve energy (or water) savings. For example, reconfiguring office spaces to enhance an ECM/WCM;
- (6) To restore building conditions compromised by the ECM/WCM. For example, replacing tile removed to install lavatory water conserving fixtures;
- (7) Necessary for installation, but not a component, of an ECM/WCM. For example, safe remediation of asbestos that will be disturbed due to ECM/WCM installation; or reinforcing a roof to support a photovoltaic system;
- (8) Needed to assure building occupants will not needlessly override or otherwise act to compromise the performance of an ECM/WCM. For example, signage to inform occupants of an ECM’s (or WCM’s) presence and proper operation.

**Energy (or Water) Cost Savings** – A reduction in the cost of energy, water, and related operation and maintenance expenses from a base cost established through a methodology set forth in an ESPC project, utilized in federal buildings or facilities as a result of: (1) installation of ECM/WCM(s); (2) the lease or purchase of operating equipment, improvements, altered O&M, or technical services; or (3) the increased efficient use of existing energy and/or water sources (e.g., by cogeneration or heat recovery). Energy (or water) cost savings are generally recurring savings - savings that occur year after year; however, one-time energy (or water) cost savings may come from energy (or water) savings in excess of guaranteed savings, either during the post-acceptance performance period or during the implementation period. Energy (or water) cost savings may also include, but are not limited to, energy (or water) and demand cost savings and alternative utility tariff structures.

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

**Energy Savings Performance Contract (ESPC)** – A firm-fixed-price contract meeting the statutory requirements of 42 U.S.C. §§ 8287, *et seq.*, for the purpose of achieving energy and/or water savings and benefits ancillary to that purpose, which provides for the provision of supplies or the performance of services for the design, acquisition, installation, testing, measurement and verification, and, where appropriate, operation, maintenance, repair or replacement, of an identified energy conservation measure, water conservation measure, or series of energy conservation measures or water conservation measures at one or more locations. An ESPC requires no up-front capital costs or appropriations and the term of the ESPC may not exceed 25 years. Under an ESPC, the contractor must provide a performance guarantee (including guaranteed annual energy and/or water cost savings) to the Federal agency.

**eProject Builder** – eProject Builder (“ePB”) is a secure, web-based tool used to produce TO Schedules and M&V output related to the contract. The data requirements are specified on the ePB website:  
<https://eprojectbuilder.lbl.gov>

**Escalation Rate** – The escalation rate is the rate of change in price for a particular good or service, such as utility tariffs or contractor/subcontractor labor rates. In determining escalation rates the contractor shall comply with the latest version of FEMP’s “Guidance on Utility Rate Estimations and Weather Normalization in an ESPC”.

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

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

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

**Guaranteed Annual Cost Savings (or Guaranteed Savings)** – The guaranteed annual cost savings are the levels of annual cost savings the contractor guarantees for an ESPC TO project. Guaranteed annual cost savings include, but are not limited to, all guaranteed savings from ECMs, WCMs, and/or energy- or water-related O&M savings. (See also definitions for **Energy (or Water) Cost Savings**, **Energy- (or Water-) Related Cost Savings**, and **Recurring Energy- (or Water-) Related Cost Savings**.) The proposed values for these savings are initially provided in the Preliminary Assessment (PA) on the ePB-generated TO Schedule 1. After conducting an Investment Grade Audit (IGA), the contractor revises the values from the PA when applicable and offers the final values within its Proposal on the ePB-generated TO Schedule 1. The guaranteed annual cost savings must exceed the annual contractor payments in each year of the TO. For the first interval (generally 12 months) after Government acceptance of construction, the contractor is paid as if the savings guarantee is being met. The annual M&V report determines the amount of the savings. If savings fall short of the guarantee, the contractor will pay back the shortfall over the next interval by accepting lower payments and, as appropriate, take corrective actions so the guarantee will be met in subsequent years.

**Guaranteed Savings** – See definition for **Guaranteed Annual Cost Savings**.

**Implementation Delivery Percentage (IDP)** – A portion of the total implementation price, expressed as a percentage, which includes: (1) performance bonds as a pass-through expense, (2) project costs for design, project management, commissioning, training, and measurement and verification services that includes overhead and profit, and (3) implementation overhead and profit associated with the direct cost of goods and services. This percentage is calculated using TO Schedule 2b, Project Implementation Pricing Worksheet, and applied to the sum of the direct cost of goods and services identified on the ePB-generated TO Schedule 2b.

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

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

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

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

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

**Interest Rate Premium** – The fixed annual percentage rate that, when added to the interest rate index (see definition of Interest Rate Index), constitutes the total annual percentage finance charge, or project interest rate, that the contractor will charge the Government on the borrowed amount. The interest rate premium is a pass-through cost, typically from a third-party financier, and usually incorporates factors for investment and inflation risk, as well as transaction costs incurred by the financier, such as legal and project review costs. It does not include finance processing costs, profit, or other fees associated with the contractor's expenses. When contractors use project financing capital from third party financiers, the interest rate premium shall be a pass-through expense from the third-party financier with no additional contractor costs added.

**Interest Rate Index** – The interest rate for the financing period of a specific task order (TO) project, based on the contractor's proposed applicable financial index. For purposes of this IDIQ contract, the interest rate index shall be based on one or more U.S. Treasury Yield Curve Rates. The maturity of the interest rate index shall be equal to the post-acceptance performance period term (i.e., 15-year post-acceptance performance period = 15-year index). If the post-acceptance performance period is not exactly equal to the maturity of a specific index, then the interest rate index shall be based on an interpolated like-term treasury rate. *For a performance period contract term of 15 years, the interest rate index would be calculated from the applicable financial indices of a 10-year treasury rate of 3.00% and a 20-year treasury rate of 3.50%. The 15-year interest rate index would be 3.25%, found by interpolation between the published treasury rates.*

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

**Investment Grade Audit (IGA)** – A site survey / energy audit of a potential project site's baseline energy/water conditions and potential ECMs, with a detailed analysis of the ECMs'/WCMs' and the site's energy/water cost savings and energy/water unit savings potential, for the purpose of preparing technical and price proposals.

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

**Notice of Intent to Award (NOITA)** – A written notice issued by the ordering agency to notify the contractor that the ordering agency intends to award a TO for an ESPC project and that the contractor receiving the NOITA shall proceed with conducting an IGA and provide a proposal.

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

**Post-Acceptance Performance Period** – The period (typically in years) from the date an ESPC TO project is operational and accepted by the Government, to the end of the TO's contract term. The total length of the TO contract term, including Implementation and Post-Acceptance Performance Periods, may not exceed 25 years.

**Post-Acceptance Performance Period Annual (or Regular Interval) M&V** – At least annually, the contractor and the ordering agency shall verify that the installed equipment/systems have been properly maintained, continue to operate correctly, and continue to have the potential to generate the predicted savings. This ensures that the M&V monitoring and reporting systems are working properly, and it allows fine-tuning of measures throughout the year based on operational feedback. The Post-Acceptance Performance Period Annual M&V will inform an annual report that will be used to determine whether the guaranteed annual savings are met.

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

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

**Post-Installation M&V Activities** – Post-installation M&V consists of, but is not limited to, the following activities: measurements, inspections, and Government witnessing. These activities are designed to determine whether the annual energy and/or water cost savings performance guarantees provided by the contractor are being achieved.

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

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

**Project Facilitation** – A term that describes professional technical services provided in support of an ordering agency's ESPC project by Government personnel or a 3<sup>rd</sup>-party contractor (i.e., not associated with the contractor developing and implementing the project). These services include, but are not limited to, a site assessment for feasibility, scope and economics of a possible energy- (or water-) related project, guidance on funding approaches, technical advice based on analysis of proposals, and other technical support of the ESPC TO process (development, award, implementation and administration) to ordering agencies.

**Project Facilitator (PF)** – Government personnel or 3<sup>rd</sup>-party contractor that provides project facilitation services to the ordering agency.

**Project Square Footage** – Project square footage is the total square footage of a building in which ECMs/WCMs are installed by a contractor, or of buildings where energy (or water) usage and sources are affected by installed ECMs/WCMs.



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

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

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

**Renewable Energy Credits (RECs) - also known as Tradable Renewable Certificates (TRCs) or Green Tags<sup>TM</sup>** – A market mechanism that represents the environmental benefits associated with generating electricity from renewable energy sources. Rather than functioning as a tax on pollution-causing electricity generators, as traditional carbon emissions trading programs do, RECs function as a reflection of the cost of environmental externalities reduced or eliminated by the renewable energy ECMs.

**Resilience-Related Systems** – Systems that can anticipate, avoid, prepare for, adapt, withstand, respond to, and/or recover rapidly from anticipated and unanticipated events in order to ensure energy availability and reliability sufficient to provide for mission assurance and readiness.

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

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

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

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

**Task Order Request for Proposal (TO RFP)** – A document prepared by the ordering agency to communicate the ordering agency’s requirements to the contractor and to solicit proposals. The document will incorporate all agency, site, and project specific standards, procedures, functional requirements, terms, and conditions in addition to those already addressed in the IDIQ contract.

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

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

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

**Water** – The term water includes all forms of water such as potable water, non-potable water, stormwater and wastewater.

**Water Conservation Measure** (WCM) – A measure that improves the efficiency of water use, is life-cycle cost-effective, and involves water conservation, water recycling or reuse, more efficient treatment of wastewater or stormwater, improvements in operation or maintenance efficiencies, retrofit activities, or other related activities. This does not include improvements at a Federal hydroelectric facility. A water conservation measure is not required to be applied to a Federal building.

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

[END OF ATTACHMENT J-2]

## **ATTACHMENT J-3**

# **Energy Savings Performance Contract (ESPC) Technology Categories**

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

- TC.1 Boiler Plant Improvements** – ECMs such as, but not limited to:
- Boiler control, including new controls and retrofits to existing controls
  - Replacement of existing boilers with high efficiency boilers
  - Boiler decentralization
- TC.2 Chiller Plant Improvements** – ECMs such as, but not limited to:
- Chiller retrofits or replacements
  - Chiller plant pumping, piping, and controls retrofits and replacements
- TC.3 Building Automation Systems (BAS) / Energy Management Control Systems (EMCS)** – ECMs such as, but not limited to:
- Installation of a new BAS / EMCS
  - Upgrade or replacement of existing BAS/EMCS systems
  - HVAC upgrade from pneumatics to direct digital control
- TC.4 Heating, Ventilating, and Air Conditioning (HVAC) Improvements (not including boilers, chillers, and BAS/EMCS)** – ECMs such as, but not limited to:
- Packaged air conditioning unit replacements and/or repairs
  - HVAC damper and controller repair or replacement
  - Window air conditioning replacement with high efficiency units
  - Cooling tower retrofits or replacements
  - Economizer installation
  - Fans and pump replacement or impeller trimming
  - Thermal energy storage
  - Variable air volume retrofit
- TC.5 Lighting Improvements** – ECMs such as, but not limited to:
- Interior and exterior lighting retrofits and replacements
  - Intelligent lighting controls and timers
  - Occupancy/vacancy sensors
  - Light emitting diode (LED) technologies
  - Daylighting
  - Spectrally enhanced lighting
  - Fiber optic lighting technologies
  - Interior surface reflective lighting improvements
- TC.6 Building Envelope Modifications** – ECMs such as, but not limited to:
- Insulation installation
  - Weatherization
  - Window replacement
  - Reflective solar window tinting
  - Shading devices and enhancements

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

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

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

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

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

- Replacement of ice/refrigeration equipment with high efficiency units

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

- Cogeneration systems installation
- Micro-turbines installation
- Fuel cells installation
- Renewable energy distributed generation: see TC.11

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

- Photovoltaic system installation (may include battery storage systems)
- Solar hot water system installation
- Solar ventilation preheating system installation
- Wind energy system installation
- Passive solar heating installation
- Landfill gas, waste water treatment plant digester gas, and coal bed methane power plant installation
- Biomass system installation, using wood waste and other organic waste streams for heating and/or electrical generation
- Replacement of air conditioning and heating units with ground coupled heat pump systems (aka geothermal heat pumps)
- Energy Sales Agreements
- Renewable energy distributed generation

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

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

**TC.13 Water and Wastewater Conservation Systems** – ECMs/WCMs such as, but not limited to:

- High-efficiency plumbing fixtures: toilets, urinals, faucets, and showerheads
- Water efficient irrigation and landscaping
- On-site sewer treatment systems
- Distribution system leak detection and repair
- Cooling tower and steam boiler system water management
- Water-efficient vehicle wash systems
- Water-efficient commercial kitchen equipment
- Water-efficient laboratory and medical equipment
- Alternative water systems (e.g., rainwater harvesting, reclaimed wastewater, and condensate capture systems)
- Xeriscape/low water consuming vegetation
- Deduct meters (to remove wastewater charges for irrigation and cooling tower (evaporated) water)

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

- Thermal energy storage
- Gas cooling
- Battery energy storage
- EMCS/BAS control strategies (e.g., schedule set-backs, pre-cooling, demand-limiting, etc.)
- Direct load control (from serving utilities), including “smart” appliances and equipment

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

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

**TC.16 Energy (or Water) Related Process Improvements** – ECMs/WCMs such as, but not limited to:

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

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

- Retro-commissioning services
- Ongoing/continuous commissioning services

**TC.18 Advanced Metering Systems** – ECMs/WCMs such as, but not limited to:

- Smart meters used in conjunction with dynamic utility pricing

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

- Replace air-cooled ice/refrigeration equipment
- Replace refrigerators
- De-lamp vending machines
- Plug timers
- Energy Star® products
- Data center upgrades
- Computer system consolidations and/or virtualizations

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

[END OF ATTACHMENT J-3]

## **ATTACHMENT J-4** **Recommended Deliverables for Task Orders**

### **Pre-Award Deliverables Recommendations:**

<b>Item</b>	<b>Deliverable</b>	<b>Frequency</b>	<b>Due</b>	<b>Copies</b>	<b>Recipient</b>
1	Preliminary Assessment	One time	Per contractor schedule	4	Ordering Agency CO (1) Ordering Agency COR (1) DOE EERE PMC (1) PF (1)
2	Draft Proposal with Investment Grade Audit (IGA)	One time	Per contractor schedule	3	Ordering Agency CO (1) Ordering Agency COR (1) PF (1)
3	Final Proposal with IGA and attachments including but not limited to: IDS, SFO, selection memorandum, etc.	One time	Per contractor schedule	4	Ordering Agency CO (1) Ordering Agency COR (1) DOE EERE PMC (1) ePB (1)
4	Evidence of surety commitment	One time	Per contractor schedule	1	Ordering Agency CO

Note: All deliverables shall be submitted electronically, either by email or uploaded to a specific online system, in pdf or other compatible MS Office format.

### **Post-Award Deliverables Recommendations:**

<b>Item</b>	<b>Deliverable</b>	<b>Frequency</b>	<b>Due</b>	<b>Copies</b>	<b>Recipient</b>
1	Signed Task Order	One time	Upon Receipt from ordering agency	2	Ordering Agency CO (1) DOE EERE PMC (1)
2	Certificate of Insurance	One time	15 days after TO award	1	Ordering Agency CO
3	Performance Bond	One time	30 days after TO award	1	Ordering Agency CO
4	Payment Bond	One time	30 days after TO award	1	Ordering Agency CO
5	Work Schedule	Monthly	10 days before work start	2	Ordering Agency CO (1) Ordering Agency COR (1)
6	Work Outside Normal Hours	Per occurrence	5 days before work start	2	Ordering Agency CO (1) Ordering Agency COR (1)
7	Design and Construction Package	One time	Due date based on proposal and negotiations days after TO award	2	Ordering Agency CO (1) Ordering Agency COR (1)
8	Quality Control Inspection Program	One time	With Item 7 above	2	Ordering Agency CO (1) Ordering Agency COR (1)
9	Commissioning Plan	One time	After Approval of item 7 above	2	Ordering Agency CO (1) Ordering Agency COR (1)
10	Safety and Health Plan	One time	With Item 7 above	2	Ordering Agency CO (1) Ordering Agency COR (1)

Note: All deliverables shall be submitted electronically, either by email or uploaded to a specific online system, in pdf or other compatible MS Office format.



Post-Award Deliverables Recommendations, Continued:

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

Note: All deliverables shall be submitted electronically, either by email or uploaded to a specific online system, in pdf or other compatible MS Office format.

[END OF ATTACHMENT J-4]

## ATTACHMENT J-5 Investor Deal Summary Template

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

**Project:** *[Insert Project Title here]*

**Date:** *[Insert date here]*

**ESCO:** *[Insert ESCO/Contractor Name]*

<b>1. Project Investment</b> <i>[Note: Data to be taken from Schedule 2a.]</i>					
	(a)		(b)	(c)	(d) d=[a+b]-c
ECM/WCM Description – Title	Cost of Goods and Services (\$)	Percentage of Total Cost of Goods and Services (%)	Project Implementation Delivery Charge (\$)	Applied Incentives (\$)	Implementation Price (\$)
Project Development Costs (PDC)*					
<b>Totals:</b>		100.0%			

\* All project development costs are to be accounted for within this line item, PDC costs are not to be distributed across individual ECM/WCM implementation price values.

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

<sup>a</sup> The ECM/WCM Progress Schedule, which is required in the proposal, may be substituted for these items.

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

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

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

\* Year 1 cost savings may be escalated from Year 0 based on the anticipated duration of the project implementation period and agreed upon escalation rates.

<b>6. Comparison of estimated and guaranteed cost savings</b> [Note: For the total project savings and the level of savings associated that fall into the "Subject to Verification by Ongoing Measurements" category, specify amount by which annual estimated cost savings exceed guaranteed cost savings (values for Year 1, escalation for project implementation applied). In addition, calculate the percentage by which the estimated savings exceeds the guaranteed savings.]		
Total project	\$	%
Total estimated savings		
Total guaranteed savings		
Amount total estimated savings exceeds total guaranteed savings		
Savings in "Subject to Verification by Ongoing Measurements" category		
Estimated savings subject to verification by ongoing measurements		
Guaranteed savings subject to verification by ongoing measurements		
Amount estimated savings subject to verification by ongoing measurements exceeds guaranteed savings subject to verification by ongoing measurements		

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

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

<b>9. Events Required to Trigger Ordering Agency Withholding of Payments and Likelihood of Occurrence</b> [Note: Brief narrative describing post-acceptance events required to trigger ordering agency withholding of payments and likelihood of occurrence of those events.]

<b>10. Interest Rate Index</b> [Note: The interest rate index shall be based on an interpolated like-term treasury rate. Example: For a performance period contract term of 15 years, an interest rate index would be interpolated from the 10 year and 20 year treasury rates. Based on a 10-year treasury rate of 3.00% and a 20-year treasury rate of 3.50%, the 15-year like-term treasury interest rate index would be interpolated as 3.25%.]

**11. Risk Assignment Summary: Refer to Completed Risk, Responsibility and Performance Matrix** [Note: Attach completed Risk, Responsibility and Performance Matrix.]

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**12. Frequency of Government Payments** [Note: Specify the frequency (monthly, quarterly, or annually).]

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Clarifications/Explanations:

- 1.
- 2.

[END OF ATTACHMENT J-5]

## **ATTACHMENT J-6**

### **Standard Finance Offer Template**

**IMPORTANT:** *The format and outline of this form is not to be modified in any way. Please remove all instructions in blue before submitting the completed form. Please note any clarifications/explanations in the areas below.*

**Project:** *[Insert Project Title here]*

**Date:** *[Insert date here]*

**ESCO:** *[Insert ESCO/Contractor Name]*

**Narrative description of finance package:**

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

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

**Implementation Price (IP) (value from IDS):**

**Itemized Financing Procurement Price (FPP):**

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

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

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

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

**Financial Summary:**

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

**Project Interest Rate (Interest Rate Premium plus Interest Rate Index) (annual):**

*[Project Interest Rate] = [Interest Rate Premium] + [Interest Rate Index] (fill in values)*

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



**Financier portion of FPP:**

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

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

*Financier Note:*

1. *Schedule of ordering agency debt service payments, TO Schedules via eProject Builder.*
2. *Backup for the value of capitalized construction period interest (including draw schedule), electronically in Excel format, including all supporting calculations, shall be provided with SFO.*
3. *All financing offers shall be based upon the interest rate index specified in the IDS. The maturity of the interest rate index shall be equal to the post-acceptance performance period term (i.e., 15-year post-acceptance performance period = 15-year index). If the post-acceptance performance period is not exactly equal to the maturity of a specific index, then the interest rate index shall be based on an interpolated treasury rate. Example: For a performance period contract term of 15 years, an interest rate index would be interpolated from the 10 year and 20 year treasury rates. Based on a 10-year rate of 3.00% and a 20-year rate of 3.50%, the 15-year interest rate index would be interpolated as 3.25%.*

**Pre-payments and refinancing:**

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

**Clarifications/Explanations:**

- 1.
- 2.

[END OF ATTACHMENT J-6]

# **ATTACHMENT J-7** **Project Management Center Upload Instructions**

## **J-7.1 Introduction**

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

A unique DOE project number is required in the PMC in order to upload the project deliverables for each individual ESPC TO project. When the Contractor receives a Notice of Intent to Award (NOITA) for a particular project, it shall request a new DOE project number from the DOE IDIQ Contracting Officer’s Representative (COR) or alternate COR, so that it can correctly upload the TO deliverables for that particular project. Before uploading any project deliverables into the PMC, the Contractor shall confirm the correct project number is used for each project. Contract deliverables shall use the correct ESPC IDIQ Contract Grouping (i.e., Region Tech Specific, 2009, 2017, or Gen 4) and the ESCO’s primary contract number.

## **J-7.2 Accessing the PMC**

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

The screenshot shows the EERE Project Management Center website. The header includes the U.S. Department of Energy logo and the text "Energy Efficiency & Renewable Energy". The main navigation bar has links for HOME, ABOUT, BUSINESS OPPORTUNITIES, RECIPIENT RESOURCES (highlighted), MEDIA, GLOSSARY, and DOE OFFICIALS LOGIN. The page title is "EERE Project Management Center". The main content area is titled "FEMP Contractor Document Upload" and "Upload documents for FEMP ESPC contracts". It includes a sidebar with links for Recipient/Applicant Login, Submit Reporting Requirements, FEMP Contractor Document Upload, NEPA Compliance Information & Submissions, eFOIA Electronic FOIA Request, State Energy Policy (SEP) Reference Documents, and Forms. The main content area contains instructions for users to create an account or log in, with links for "Log into the Recipient/Applicant Site" and "Register a new Recipient/Applicant Login Account". It also lists resources for setting up an account and uploading reports, and a link for questions and comments.

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

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

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

**EERE Project Management Center (PMC)** Close  
**Recipient/Applicant Site Access**

---

**Recipient/Applicant Login**

**WARNING!**

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

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

**Help Desk**  
If you need assistance, please contact [ITSIHelp@ee.doe.gov](mailto:ITSIHelp@ee.doe.gov)

**Events and Notifications**  
To support system upgrades, PMC will be unavailable from 10 p.m. ET on Friday, June 9 to 5 p.m. ET on Saturday, June 10. Please plan accordingly.

- Accounts will be deactivated after 60 days of inactivity. Users will receive an email warning notification 15 days prior to deactivation. If your account is deactivated, you will need to request a new password to access PMC.
- After 15 minutes of inactivity, users will be automatically logged out of PMC.

---


**Enter Email and Password**

Email:

Password:

[Request Password](#)   [Change Password](#)   [Create New Account](#)

- B. Two Security Notices will appear, a “Systems Rules of Behavior” and a separate “Security Notice.” Both pages must be accepted by selecting the “Accept” button to agree to be able to upload applicable ESPC IDIQ deliverables. The two pages are below.



## EERE Project Management Center (PMC)

Recipient/Applicant Site Access Close

---

### Recipient/Applicant Login

#### System Rules of Behavior

**Read the EERE Project Management Center (PMC) rules of behavior and click the "Accept" button below to continue.**

Use of the EERE Project Management Center (PMC) by any user, authorized, or unauthorized, constitutes consent to the auditing, interception, recording, reading, copying, capturing, and disclosure of system activity. There is no right to privacy in using the EERE Project Management Center (PMC).

NOTE: The EERE Project Management Center (PMC) Security Rules of Behavior (ROB) are applicable to all individuals with access to the EERE Project Management Center (PMC) and must be read and accepted before they will be granted access privileges to the EERE Project Management Center (PMC).

#### General Guidelines:

- Do not attempt to view, change or delete data unless you are authorized to do so.
- Do not use your system privileges to obtain information for anyone who is not authorized to do so.
- Do not allow another user to logon to the EERE Project Management Center (PMC) using your username and password.
- Do not attempt to perform actions or processes for which you do not have authorization.
- Do not disable any security features or alter application settings/configurations unless explicitly authorized to do so.
- Do not violate Federal Copyright laws. Observe all software licensing agreements. If you have any questions about copyright or licensing, contact the EERE Project Management Center (PMC) Helpdesk BEFORE using the material in question.

#### Security:

- Promptly report all security incidents, no matter how insignificant they may appear, to the EERE Project Management Center (PMC) Helpdesk. These security incidents can include unauthorized disclosure of information, computer viruses/malware, theft/loss of equipment or data, deliberate alteration or destruction of data or equipment, phishing/spam emails, suspicious calls, etc.
- Protect all Personally Identifiable Information (PII) from disclosure. PII is information that can be used to uniquely identify an individual (such as name, address, and email).
- Do not share or disclose information to unauthorized individuals.

#### Passwords:

- Passwords must meet the minimum password complexity of at least 12 characters, mix of upper-case, lower-case, numerical, and special characters (at least one of each category).
- Protect all of your authentication credentials (username and password) from disclosure.
- Do not program your authentication credentials into automatic script routines or programs. If a login prompt asks to save or remember your username and/or password, do not select/accept this option.
- Immediately change any default passwords for your EERE Project Management Center (PMC) user account. If you think that a password has been compromised, change your password and immediately notify the EERE Project Management Center (PMC) Helpdesk.
- Passwords must be changed every 365 days; EERE Project Management Center (PMC) will inform you when it is time to change your password.

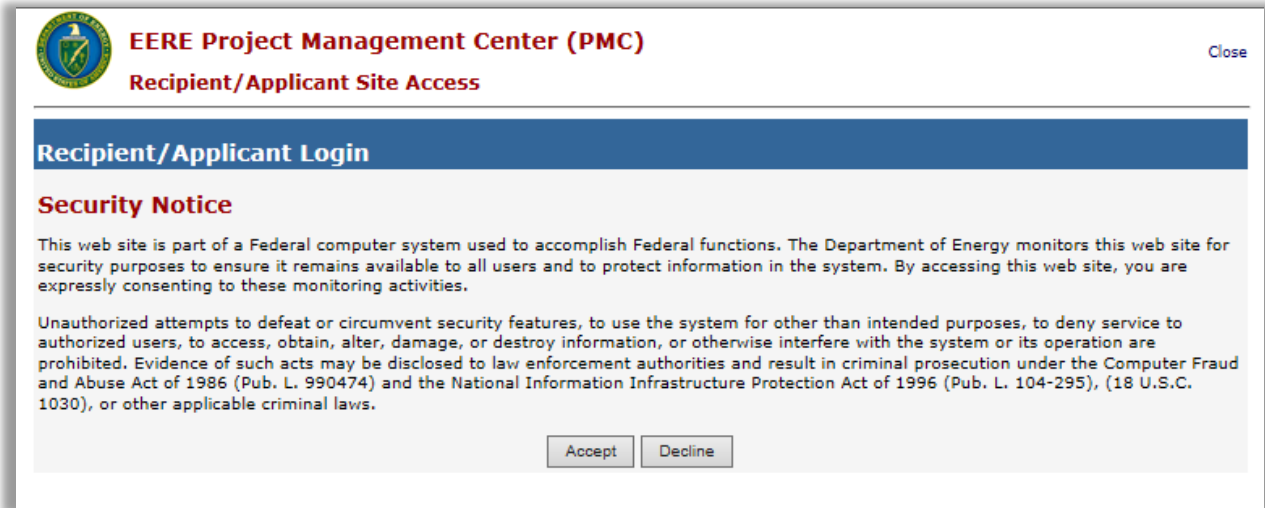
#### Social Media and Networking Sites

- Federal employees, contractors and other government representatives must follow explicit restrictions on the use of social media/networking sites and posting organizational information on public websites. EERE has specific standards for its social media, including blogs, Facebook, Flickr, Twitter, Vimeo, and YouTube. Reference: <https://energy.gov/eere/communicationstandards/social-media-requirements-and-best-practices> for the latest requirements and standards for social media. If you have questions about social media or posting organization information, contact your office's media team contact.

If an EERE Project Management Center (PMC) user violates DOE, EERE, and/or EERE Project Management Center (PMC) policies regarding the rules of the behavior, the individual may be subject to disciplinary action at the discretion of DOE, EERE, and/or the EERE Project Management Center (PMC) Owner. Actions may range from a warning, removal of system access for a specific period of time, or criminal prosecution depending on the severity of the violation and the judgment of the appropriate authority.

By clicking "Accept", the user acknowledges that he/she has read and will abide by the EERE Project Management Center (PMC) Security Rules of Behavior.





**EERE Project Management Center (PMC)**  
Recipient/Applicant Site Access

**Recipient/Applicant Login**

**Security Notice**

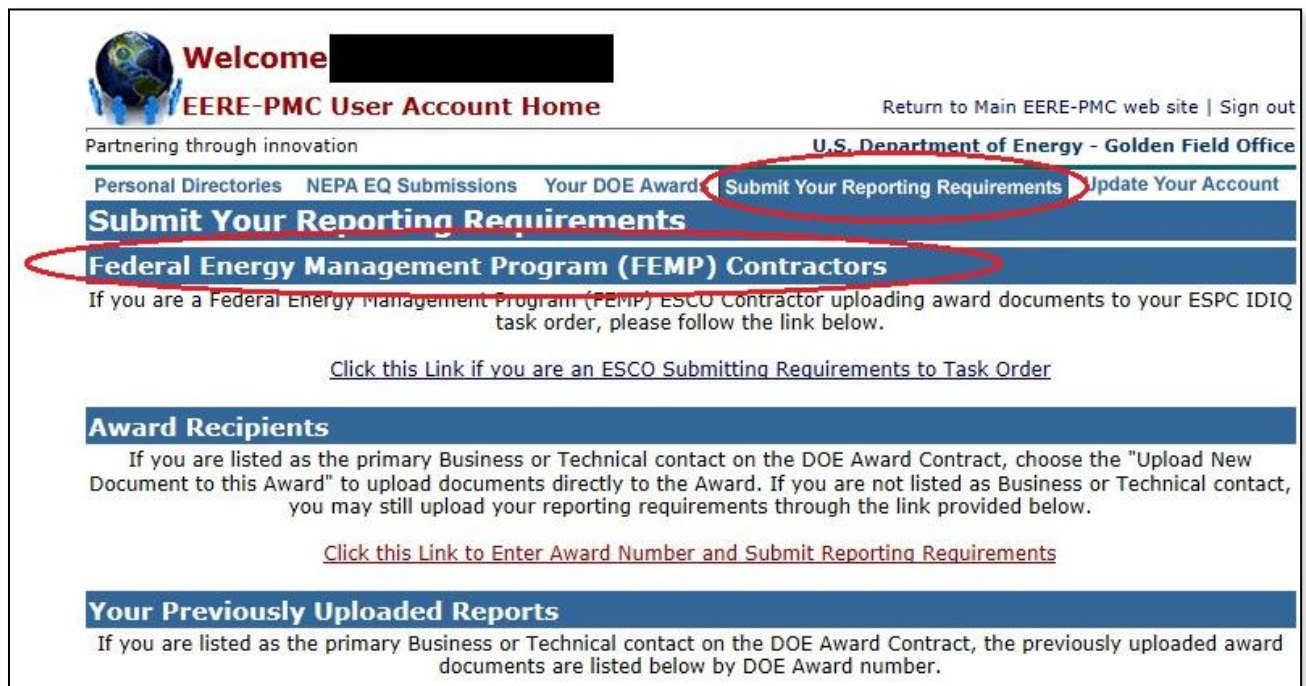
This web site is part of a Federal computer system used to accomplish Federal functions. The Department of Energy monitors this web site for security purposes to ensure it remains available to all users and to protect information in the system. By accessing this web site, you are expressly consenting to these monitoring activities.

Unauthorized attempts to defeat or circumvent security features, to use the system for other than intended purposes, to deny service to authorized users, to access, obtain, alter, damage, or destroy information, or otherwise interfere with the system or its operation are prohibited. Evidence of such acts may be disclosed to law enforcement authorities and result in criminal prosecution under the Computer Fraud and Abuse Act of 1986 (Pub. L. 990474) and the National Information Infrastructure Protection Act of 1996 (Pub. L. 104-295), (18 U.S.C. 1030), or other applicable criminal laws.

Accept Decline

### J-7.3 Uploading Project Deliverables

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



Welcome [redacted]  
EERE-PMC User Account Home

Return to Main EERE-PMC web site | Sign out

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U.S. Department of Energy - Golden Field Office

Personal Directories NEPA EQ Submissions Your DOE Award **Submit Your Reporting Requirements** Update Your Account

**Submit Your Reporting Requirements**

**Federal Energy Management Program (FEMP) Contractors**

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

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

**Award Recipients**

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

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

**Your Previously Uploaded Reports**

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

- A. Select the "Submit Your Reporting Requirements" tab along the top of the web page, as shown above.
- B. Select the "Click this Link if you are an ESCO Submitting Reporting Requirements to Task Order" link under the blue Federal Energy Management Program (FEMP) Contractors bar.
- C. The screen changes to the "EERE-PMC User Account Home" page, as shown on the following page. The

“Your Information” section should automatically be filled in with your name, email and phone. This information identifies the user uploading documents to the PMC and where the confirmation email will be sent after successfully completing the upload process. If this information is incorrect, sign out as indicated.

The screenshot shows the EERE-PMC User Account Home page. At the top left is a globe icon and the text "Welcome [redacted] EERE-PMC User Account Home". At the top right is a "Sign out" link. Below the header is a navigation bar with "Partnering through innovation" and "U.S. Department of Energy - Golden Field Office". A link "Return to the Submit Your Reporting Requirements Area" is centered below the navigation bar. The main content area is titled "FEMP Contractor Document Upload" and includes the text: "Federal Energy Management (FEMP) ESPC contractors should use this page to Select/Find the FEMP Project Number." Below this is a "Your Information" section with a red warning message: "If this is not your contact information, please click the 'Sign out' link at the top of this page and log back in." This section contains three input fields for "Name:", "E-Mail:", and "Phone:", all of which are redacted with black boxes. Below the "Your Information" section is the "Select/Find FEMP Project Number or Contract" section. It contains four steps: "Step 1: Select the type of Upload (Contract or Project Deliverable)" with radio buttons for "Project" (selected) and "Contract"; "Step 2: Select ESPC IDIQ Contract Grouping:" with a dropdown menu showing "Please Select"; "Step 3: Select ESCO ESPC IDIQ Contract Number" with a dropdown menu showing "Please Select"; and "Step 4: Select Project Number:" with a dropdown menu showing "Please Select". Below these steps is a text input field labeled "Enter Project Number:" and two buttons: "Continue" and "Cancel". At the bottom of the form is a link: "Click here for Question and Comments".

- D. The next section, entitled “Select/Find FEMP Project Number or Contract”, shows two radial button options to select for uploads: “Project” (for selecting a DOE Task order) or “Contract” (for selecting a DOE ESPC IDIQ Contract). Both sections allow the FEMP user to upload files to the system.

To upload project-specific ESPC task order deliverables, the user will need to select the Project radial button under “Step 1: Select the type of Upload (Contract vs. Project)”. For uploading contract deliverables for the DOE ESPC IDIQ contract, please refer to the instructions provided later in this document, under Section J-7.4, “Uploading a Contract Deliverable”.

- E. Then select the specific ESPC IDIQ Contract for which the deliverable documents will be uploaded to from the “Step 2: Select ESPC IDIQ Contract Grouping” dropdown menu. (For reference, the “Region Tech Specific ESPC IDIQs” were awarded between 1997 and 2002, the “2009 ESPC IDIQ” contract grouping was awarded in December 2008, and the “2017 ESPC IDIQ” contract grouping was awarded in April 2017.) The user must know which IDIQ contract a particular project is associated with in the system in order to see the correct contract and associated project numbers.



**Select/Find FEMP Project Number or Contract**

**Step 1: Select the type of Upload (Contract or Project Deliverable)**  
 Project  Contract

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

Please Select Contract Number

- Gen4 ESPC IDIQ
- 2017 ESPC IDIQ
- 2009 ESPC IDIQ
- Region/Tech Specific ESPC IDIQ

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

**Select/Find FEMP Project Number or Contract**

**Step 1: Select the type of Upload (Contract or Project Deliverable)**  
 Project  Contract

**Step 2: Select ESPC IDIQ Contract Grouping:**  
2017 ESPC IDIQ

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

- ABM GOVERNMENT SERVICES, LLC (DE-EE0008025)**
- AECOM TECHNICAL SERVICES, INC. (DE-EE0008026)
- AMERESCO, INC. (DE-EE0008027)
- BREWER-GARRETT CO (INC) (DE-EE0008028)
- CEG Solutions LLC (DE-EE0008029)
- CONSOLIDATED EDISON SOLUTIONS, INC. (DE-EE0008030)
- CONSTELLATION NEWENERGY, INC. (DE-EE0008031)
- EDF RENEWABLE ENERGY, INC. (DE-EE0008032)
- ENERGY SOLUTIONS PROFESSIONALS LLC (DE-EE0008033)
- ENERGY SYSTEMS GROUP, LLC (DE-EE0008034)
- HONEYWELL INTERNATIONAL INC. (DE-EE0008035)
- LEIDOS ENGINEERING, LLC (DE-EE0008036)

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

**Select/Find FEMP Project Number or Contract**

**Step 1: Select the type of Upload (Contract or Project Deliverable)**  
 Project  Contract

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

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

**Step 4: Select Project Number:**  
Please Select  
618  
670  
859  
427c  
427b

Enter Project Number:

[Click here for Question and Comments](#)

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

--or--

Enter Project Number:

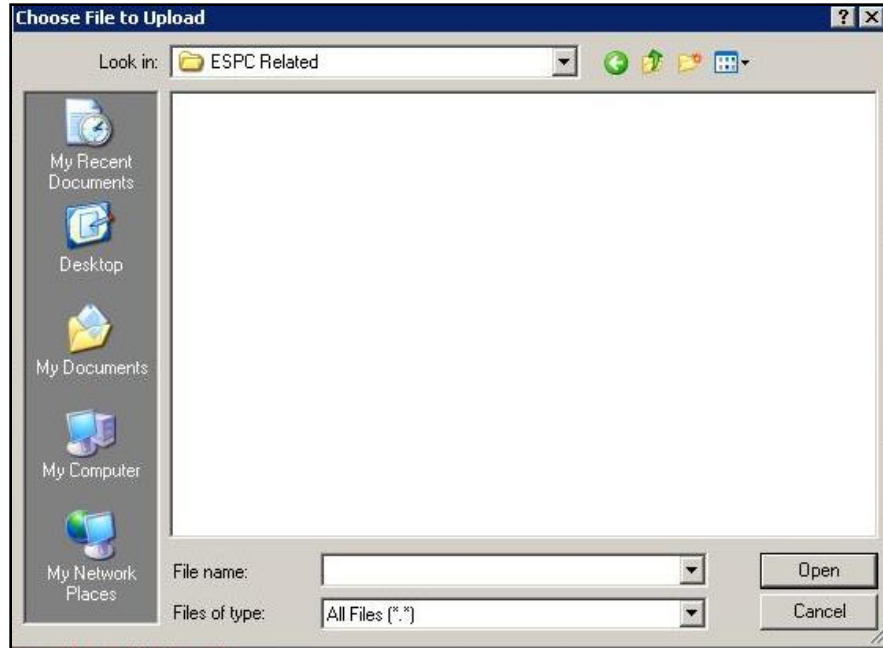
- I. Upon making the selections for steps 1 through 4 on the “FEMP Contractor Upload Page”, or entering a project number in the last field, select the grey “Continue” button at the bottom to move to the next page.
- J. The “ESPC Contractor Deliverable Requirements Submission Page” will appear as shown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

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

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

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

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



- L. When all files are attached, select the 'Upload File(s)' button to upload the files to the PMC. A confirmation email will be sent to the user's email shown on the first screen, entitled "FEMP Contractor Document Upload Page", when the files have successfully uploaded to the PMC. The email will be from [eere-pmc@ee.doe.gov](mailto:eere-pmc@ee.doe.gov) and typically have a header of "EERE-PMC Deliverable Submission ..." Keep these emails throughout the life of your contract to verify that you sent the deliverables and DOE received them.
- M. If the user has more files to be uploaded for the same project number, then just select the new report type, attach the files using the "Browse" tool, and select the "Upload File(s)" button. If the user has files to upload for a different project, select the "Go Back" button, choose the new project number, and then select "Continue" to get back to the "FEMP ESPC Contractor Deliverable Requirements Submission Page" for the new project.

#### J-7.4 Uploading a Contract Deliverable

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

- A. Select the "Contract" radial button under "Step 1: Select the type of Upload".
- B. Select the specific ESPC IDIQ Contract for the document deliverable(s) that will be uploaded to the PMC from the "Step 2: Select ESPC IDIQ Contract Grouping" dropdown menu.
- C. Then select the desired IDIQ contract number from the "Step 3: Select ESCO ESPC IDIQ Contract Number" dropdown menu.

**Select/Find FEMP Project Number or Contract**

**Step 1: Select the type of Upload (Contract or Project Deliverable)**  
 Project  Contract

**Step 2: Select ESPC IDIQ Contract Grouping:**  
Gen4 ESPC IDIQ

**Step 3: Select ESCO ESPC IDIQ Contract Number**  
Bizarre (89303023FEE840000)

[Click here for Question and Comments](#)

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

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

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

### FEMP ESPC Contractor Deliverable Requirements Submission Page

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

**ESCO / Contract Number**

ESCO	(Contract Grouping) Contract Number
Bizarre	(Gen4 ESPC IDIQ) 89303023FEE840000

**Select Deliverable(s)**

Contract Deliverables

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

**Select Report Type**

Please Select

**Comment**

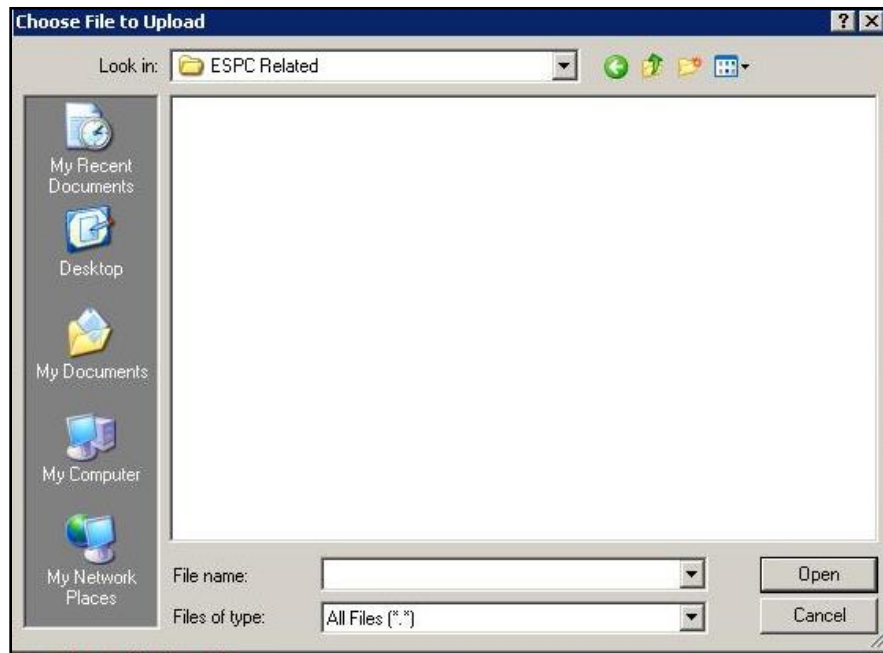
**Attach Files(s)**

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

Choose File	No file chosen
Choose File	No file chosen
Choose File	No file chosen
Choose File	No file chosen

[Click here for Questions and Comments](#)





- G. When all files are attached, select the 'Upload File(s)' button to upload the files to the PMC. A confirmation email will be sent to the user's email shown on the first screen, entitled "FEMP Contractor Document Upload Page", when the files have successfully uploaded to the PMC. The email will be from [eere-pmc@ee.doe.gov](mailto:eere-pmc@ee.doe.gov) and typically have a header of "EERE-PMC Deliverable Submission ...". Keep these emails throughout the life of your contract to verify that you sent the deliverables and DOE received them.
  
- H. If the user has more files to be uploaded for the same contract number, then just select the new report type, attach the files using the "Browse" tool, and select the "Upload File(s)" button. If the user has files to upload for a different contract, select the "Go Back" button and choose the new contract number. Then select "Continue" to get back to the "FEMP ESPC Contractor Deliverable Requirements Submission Page" for the new contract.

### J-7.5 Verification Process

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

## J-7.6 Naming Sequence Requirements

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

Example 1: “001\_RMNP\_FP\_V1\_091001” or “001\_RMNP\_MV\_Yr4\_091031”

Example 2: “001\_FP\_V1\_091001” or “001\_MV\_Yr4\_091031”

### Explanations for Naming Examples:

<u>Project #:</u>	001
<u>Name of Project:</u>	RMNP (for Rocky Mountain National Park)
<u>Type of Document:</u>	
• Preliminary Assessment	PA
• Proposal (Final Version)	FP
• Awarded TO	ATO
• Awarded Modifications	AMod
• Post Installation Report	PIR
• Commissioning Report	ComR or Cx
• Notice of Acceptance	Acc
• Annual Performance Measurement & Verification	MV
• Other	Other or F
<u>Version or Year of Document:</u>	“V1” for Version “Yr1” for Year of M&V
<u>Date:</u>	“091001” for Oct 01, 2009

[END OF ATTACHMENT J-7]

## **ATTACHMENT J-8** **eProject Builder System Instructions**

### **J-8.1 Introduction**

eProject Builder (ePB) is a secure online data collection system for Energy Savings Performance Contracts (ESPC) and other types of energy and water retrofit projects. ePB is a web-based tool managed on behalf of the U.S. Department of Energy (DOE) by the University of California / Lawrence Berkeley National Laboratory (LBNL). This system is subject to the protections, requirements, limitations, and exemptions of 10 C.F.R. § 1004.3(e)(2) and the Freedom of Information Act, 5 U.S.C. § 552. ePB provides a standardized format for collecting and reporting project-level data for various types of energy and water retrofit projects, including ESPCs, UESCs, ESAs and direct-funded projects. ePB enables Energy Service Companies (ESCOs) and the ordering agencies (referred to as customers in ePB) to:

- a. Upload, manage, preserve and track project-level information; and
- b. Generate basic project deliverables as mandated in the contract requirements.

ePB users enter and/or access project-level information only for those projects for which they are authorized. The specific project-level information entered or accessed by ePB users is described in training materials available on the ePB website: <https://eprojectbuilder.lbl.gov/>.

### **J-8.2 General Process for Entering Project Information into ePB**

Ordering agencies and the selected contractors (ESCOs) must first register for accounts on ePB. Ordering agencies initiate a project through the ePB system and invite an individual ESCO contact to “build” the project. After being granted access to a project by the project initiator (i.e., the customer), the “project builder” (i.e., the ESCO) will be able to enter project information. After the project information has been entered, the ESCO will have the ability to generate draft schedules and submit the project information for ordering agency (i.e., “project initiator”) approval. Ordering agency approval commits the project to the ePB system database, and permanently archives the TO schedules. Once a project is approved in ePB, other parties who are registered with an account in ePB (i.e. “project viewers”) invited by the ESCO or ordering agency or other authorized users, will have the ability to view, but not edit, the project information. Ordering agencies have the ability to unlock a project for modification and re-submittal by the ESCO. The entering of project data and ordering agency approval is similar for project development (pre-award), and subsequently for post-installation and annual M&V submissions.

### **J-8.3 Requirements for Contractor**

The contractor (ESCO) shall use the most recent version of the Calculating Template available on the ePB website to develop the TO Schedules for an ESPC project, unless the ordering agency CO/KO authorizes the use of the Non-calculating Template. The Calculating Template is used for a project where ePB will be used to calculate project cash flow. The Calculating Template provides automated amortization calculations for financed projects and for developing project financial scenarios. The Non-calculating Template is used for a project where ePB will *not* be used to calculate project cash flow. The Non-calculating Template provides no automatic calculations, so all information must be entered manually. (The output schedules will indicate ePB calculations were not used.) All required project-level information is described in the ePB training materials.

The contractor (ESCO) will collect and report project-level information to the ePB system at the following times for projects under the DOE ESPC IDIQ contract:

- a. Draft TO Schedules (see J-8.5, Descriptions of TO Schedules) shall be incorporated into the preliminary assessment (PA) for submittal. Inclusion of the cancellation ceiling schedule is optional for the PA, or as specified by the ordering agency.

- b. Complete draft TO Schedules for the Draft Investment Grade Audit/Proposal shall be incorporated, when requested by the ordering agency. All TO schedules are required at this stage.
- c. Complete TO Schedules shall be incorporated into the final IGA/Proposal. Once final negotiations are complete, updated TO Schedules shall be generated and incorporated into the Final Proposal with IGA, as referenced in Attachment J-4. These mutually agreed upon TO Schedules will match what will be incorporated into the Task Order. The contractor shall submit the project for approval through ePB so the ordering agency can review and approve the updated TO Schedules before Task Order Award to ensure there is agreement with the Final Proposal with IGA.
- d. Post-installation M&V data shall be entered into ePB for the performance year of zero (0). The post-installation M&V data available in ePB shall be generated and incorporated into the Post-Installation Report, as referenced in Attachment J-4. Upon finalizing the post-installation report, the contractor shall submit the post-installation M&V data for approval through ePB so the ordering agency can review and approve the data.
- e. Annual M&V data shall be entered into ePB for the performance year of one (1) through the end of the Task Order. The annual M&V report available in ePB shall be generated and incorporated into the Annual M&V Report, as referenced in Attachment J-4. Upon finalizing the annual M&V report, the contractor shall submit the annual M&V data for approval through ePB so the ordering agency can review and approve the data.
- f. Complete TO Schedules generated through ePB shall be provided to the ordering agency for a contract modification (if applicable).

#### **J-8.4 ePB Support, Training Videos, and Documentation**

Please visit the “Help/Documentation” tab on the ePB website for upcoming training webinars, complete instructions, documentation, and training videos on how to upload project information and use the ePB system. The Help/Documentation page is available at any time without logging into ePB.

#### **J-8.5 Descriptions of TO Schedules**

The Calculating Template (in ePB) is comprised of eight formulated TO Schedules (MS Excel spreadsheet tabs) and several blank tab sheets. The Contractor (ESCO) shall complete all fields in each TO Schedule applicable to the ECMs/WCMs to be implemented in the ESPC project, unless otherwise directed by the ordering agency.

The Government may, at any time, and at its sole discretion, revise the Calculating Template to facilitate effective and efficient administration of the IDIQ contract over the entire period of performance. The Government will notify the Contractor of any such revision a minimum of 60 days prior to the effective date of the revised version of the Calculating Template. If the proposed revision(s) may increase the cost or unduly delay participation in or performance of future and/or current ESPC projects, the Contractor must notify the Government within 15 calendar days of the proposed revision notification. The Contractor shall continue participation in or performance of future and/or current ESPC projects pending resolution by the DOE IDIQ Contracting Officer of any objections to the proposed revision(s), and shall comply with any decision of the DOE IDIQ Contracting Officer. The DOE IDIQ Contracting Officer will address any objections to the proposed revision(s) and issue a decision in a timely manner. Continued participation in or performance of future and/or current ESPC projects without an objection to the proposed revision(s) constitutes acceptance of the revised Calculating Template.

Below is a list and short description of each TO Schedule:

- a. Summary Schedule – Basic Project Information. This TO Schedule is where the contractor (ESCO) provides basic information about the overall ESPC project. The information on the Summary Schedule is divided into six broad categories:
  - 1. *Project Agreement Type* – contains a single field where the contractor (ESCO) selects the project

agreement type from a dropdown list (for the IDIQ, the contractor will always choose “Guaranteed Savings”)

2. *Project Contact Information* – contains point of contact information for the project including, but not limited to, the ordering agency, the contractor (ESCO), financier, and other supporting roles
  3. *Project Identification* – contains unique identifiers for the project including, but not limited to, a Project ID number, the DOE IDIQ contract number, task (or purchase) order number, project name, project location, and ordering agency name, region, etc.
  4. *Project Characteristics* – contains unique characteristics for the project including, but limited to, a list of sites and/or buildings, total floor area of the project, average annual energy and/or water consumption of affected buildings, and the expected implementation period length.
  5. *Costs & Financials* – contains a summary of the costs and financials for the project including, but not limited to, financing rates and terms, key award and effective dates, total implementation price, total amount financed, bonding information, total guaranteed cost savings, and total payments.
  6. *Other Information* – contains other significant data for the project including, but not limited to, the guaranteed percentage of estimated savings, and the primary utility companies for electric, natural gas and water.
- b. Annual Dollar Savings Escalation Rates. This TO Schedule is where the contractor (ESCO) provides the escalation rates, including energy, demand, natural gas, water, and other applicable rates, to be used for adjusting the annual dollar savings from the ESPC project. The first year savings reported on Schedule #4 are escalated using the appropriate escalation rates to calculate Estimated Annual Cost Savings for subsequent years.
- c. Schedule #1 – Cost Savings and Payments. This TO Schedule is where the contractor (ESCO) presents the calculated Estimated Annual Cost Savings for each performance year, along with the Guaranteed Annual Cost Savings and the related Annual Payments for the ESPC project. For a Preliminary Assessment, these cost savings and payments may be presented as ranges, averages or other values as required by the ordering agency. For the proposal, the cost savings and payments shall be the final values proposed by the contractor (ESCO) to the ordering agency.
- d. Schedule #2a – Implementation Price by Energy Conservation Measure (includes water conservation measures). This TO Schedule is where the contractor (ESCO) provides the prices for each of the ECMs/WCMs, as well as the project development costs for the PA, IGA, proposal, and other related expenses, to calculate the total implementation price. The Schedule includes:
1. *Information to characterize each ECM/WCM*, such as ECM/WCM No., Technology Category from Attachment J-3, description/title, size/capacity, and coverage (share of total project floor area); and
  2. *Costs per ECM/WCM*, such as direct costs of goods and services, any measurement and verification equipment and installation expenses during project development and installation, an implementation delivery charge, which includes overhead and profit, as well as any up-front applied incentives (e.g., utility rebates).
- The contractor (ESCO) shall provide adequate supporting documentation for the implementation price submitted in Schedule #2a, to include whatever detail is pertinent to the specific project as required by the ordering agency.
- e. Schedule #2b – Project Implementation Pricing Worksheet (by Category). This TO Schedule is where the contractor (ESCO) provides a breakdown of the total implementation price by the following categories:
1. *Cost of Goods and Services (Base Construction)* – contains the direct costs of the ESPC project split

among the subcategories of subcontractor costs, M&V equipment installed, self-performed work, and other direct purchases of equipment, material, and supplies.

2. *Implementation Delivery Percentage/Charge* – contains the appropriately burdened costs of the ESPC project related to design, project management, commissioning, training, and measurement and verification services, as well as the costs of performance and payment bonds, overhead, and profit.
3. *Other Cost Information* – contains the project development costs and any applied incentives.

The total implementation price is a sum of these categories and must equal the total implementation price in Schedule #2a. The contractor (ESCO) shall provide adequate supporting documentation for the project implementation price submitted in Schedule #2b, to include whatever detail is pertinent to the specific project as required by the ordering agency.

- f. Schedule #3 – Performance Period Cash Flow. This TO Schedule is where the contractor (ESCO) provides the proposed annual cash flow for the ESPC project, broken down by each year of the performance period. The Schedule is divided into two sections:

1. *Debt Service / Performance Period Payments* – contains a breakdown of the annual payments for loan principal and interest, and includes applicable incentives, other payments, and/or dollar savings retained by the ordering agency.
2. *Performance Period Expenses* – contains the contractor's (ESCO's) expected costs during the ESPC project performance period for services such as management and administration, operation and maintenance, repair and replacement, measurement and verification, and other applicable expenses.

- g. Schedule #4 – First Year Estimated Cost Savings by Energy Conservation Measure (includes water conservation measures as well as other related non-energy cost savings). This TO Schedule is where the contractor (ESCO) provides a summary of the first-year cost savings estimated for each of the ECMs/WCMs following installation. For each identified ECM/WCM, the contractor (ESCO) shall provide:

1. *Baseline data*, such energy/resource use and costs;
2. *Savings data* in energy/water units and dollars broken down by energy, water, or other types; and
3. *Other data/calculations* such as estimated annual cost savings and simple payback.

The contractor (ESCO) shall provide adequate supporting documentation for the estimated annual cost savings submitted in Schedule #4, to include whatever detail is pertinent to the specific project as required by the ordering agency.

- h. Schedule #5 – Cancellation Ceilings. This TO Schedule is where the contractor (ESCO) provides a maximum cancellation liability amount for each time period, delineated by performance period year and month, in the event of ESPC project cancellation or termination. Actual termination charges will be negotiated between the contractor (ESCO) and the ordering agency as part of any cancellation or termination settlement, per established FAR requirements.
- i. Scratch Sheets 1 through 5. These blank sheets may be used to create forms that enable users to link and flow data into the ePB template from other spreadsheets developed by the contractor (ESCO) and/or the ordering agency.

[END OF ATTACHMENT J-8]





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

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

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

[Company Name] provides the following separate subcontracting percentage goals, expressed as a percentage of total planned subcontracting dollars for a typical project and for the overall IDIQ contract ceiling, for using SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB concerns as subcontractors:

**Table 1 – Small Business Subcontracting Percentage Goals**

Category / Subcategory of Small Business	Percentage of Total Planned Subcontracting Dollars*	
	Per Project	Overall IDIQ
Total Small Business (including all socioeconomic categories, ANCs, Indian tribes, and non-designated SB firms)	45.00%	50.00%
Specific Socioeconomic Categories		
Small Disadvantaged Business (including 8(a), ANCs and Indian tribes) (SDB)	6.00%	6.50%
Woman-Owned Small Business (WOSB)	5.00%	5.50%
HUBZone Small Business	3.00%	3.00%
Veteran-Owned Small Business (including SDVOSB) (VOSB)	3.00%	4.00%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3.00%	4.00%

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

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

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

- a. The Total Investment Value for a typical ESPC Task Order project has been established as **\$10,000,000 (\$10 million)** for planning purposes. The Total Contract Ceiling for the ESPC IDIQ contract is **\$5,000,000,000 (\$5 billion)**.
- i. *[Company Name]* plans to self-perform \$ \_\_\_\_\_ of the work for a typical ESPC Task Order project, or \_\_\_\_% of the Total Investment Value. (This does **NOT** include any projected financing costs, whether self- or third-party.) *[Company Name]* estimates to self-perform up to \$ \_\_\_\_\_ of the overall work under the ESPC IDIQ contract, or up to \_\_\_\_% of the Total Contract Ceiling. (This includes any projected financing costs, both self- and/or third-party.)
  - ii. *[Company Name]* plans to subcontract \$ \_\_\_\_\_ of the work for a typical ESPC Task Order project, or \_\_\_\_% of the Total Investment Value. (This includes both large and small business subcontractors.) *[Company Name]* estimates to subcontract up to \$ \_\_\_\_\_ of the overall work under the ESPC IDIQ contract, or up to \_\_\_\_% of the Total Contract Ceiling. (This includes both large and small business subcontractors.)
- b. Of the total dollars planned to be subcontracted for a typical ESPC Task Order project, *[Company Name]* plans to subcontract to small businesses \$ \_\_\_\_\_ of the work, or \_\_\_\_% of the total planned subcontracting dollars for a typical ESPC Task Order project. The remainder of \$ \_\_\_\_\_ will go to large businesses, or \_\_\_\_% of total planned subcontracting dollars for a typical ESPC Task Order project. Of the total dollars estimated to be subcontracted in relation to the Total Contract Ceiling, *[Company Name]* estimates to subcontract to small businesses up to \$ \_\_\_\_\_ of the overall work under the ESPC IDIQ contract, or up to \_\_\_\_% of the overall total estimated subcontracting dollars related to the Total Contract Ceiling.
- i. For small disadvantaged businesses, *[Company Name]* plans to subcontract \$ \_\_\_\_\_ of the work for a typical ESPC Task Order project, or \_\_\_\_% of the total planned subcontracting dollars for a typical ESPC Task Order project. *[Company Name]* estimates to subcontract to small disadvantaged businesses up to \$ \_\_\_\_\_ of the overall work under the ESPC IDIQ contract, or up to \_\_\_\_% of the overall total estimated subcontracting dollars related to the Total Contract Ceiling.
  - ii. For woman-owned small businesses, *[Company Name]* plans to subcontract \$ \_\_\_\_\_ of the work for a typical ESPC Task Order project, or \_\_\_\_% of the total planned subcontracting dollars for a typical ESPC Task Order project. *[Company Name]* estimates to subcontract to women-owned small businesses up to \$ \_\_\_\_\_ of the overall work under the ESPC IDIQ contract, or up to \_\_\_\_% of the overall total estimated subcontracting dollars related to the Total Contract Ceiling.
  - iii. For HUBZone small businesses, *[Company Name]* plans to subcontract \$ \_\_\_\_\_ of the work for a typical ESPC Task Order project, or \_\_\_\_% of the total planned subcontracting dollars for a typical ESPC Task Order project. *[Company Name]* estimates to subcontract to HUBZone small businesses up to \$ \_\_\_\_\_ of the overall work under the ESPC IDIQ contract, or up to \_\_\_\_% of the overall total estimated subcontracting dollars related to the Total Contract Ceiling.
  - iv. For veteran-owned small businesses, *[Company Name]* plans to subcontract \$ \_\_\_\_\_ of the work under the contract, or \_\_\_\_% of the total planned subcontracting dollars for a typical ESPC Task Order project. *[Company Name]* estimates to subcontract to veteran-owned small businesses up to \$ \_\_\_\_\_ of the overall work under the ESPC IDIQ contract, or up to \_\_\_\_% of the overall total estimated subcontracting dollars related to the Total Contract Ceiling.
  - v. For service-disabled veteran-owned small businesses, *[Company Name]* plans to subcontract \$ \_\_\_\_\_ of the work for a typical ESPC Task Order project, or \_\_\_\_% of the total planned subcontracting dollars for a typical ESPC Task Order project. *[Company Name]* estimates to subcontract to service-disabled veteran-owned small businesses up to \$ \_\_\_\_\_ of the overall work under the ESPC IDIQ contract, or up to \_\_\_\_% of the overall total estimated subcontracting dollars related to the Total Contract Ceiling.

c. Summary of Stated Goals

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

**Table 2a – Small Business Subcontracting Goals by Dollars and Percentages  
(Typical ESPC Task Order Project)**

CATEGORY	Dollars (as part of Total Investment Value)	Planned Subcontracting Dollars	Percentage of Planned Subcontracting Dollars	Percentage of Total Investment Value*
Total Investment Value	\$10 Million			100.00%
Total Planned Self-Performance Per Project	<i>\$3 Million</i>			<i>30.00%</i>
Total Planned Subcontracting Per Project	<i>\$7 Million</i>	<i>\$7,000,000</i>	100.00%	<i>70.00%</i>
<b>Planned Subcontracting by Business Size Per Project</b>				
Planned Large Business Subcontracting Per Project		<i>\$3,850,000</i>	<i>55.00%</i>	<i>38.50%</i>
Planned Small Business Subcontracting Per Project		<i>\$3,150,000</i>	<i>45.00%</i>	<i>31.50%</i>
<b>Planned Subcontracting by Socioeconomic Category Per Project</b>				
Small Disadvantaged Business (including 8(a), ANCs and Indian tribes)		<i>\$420,000</i>	<i>6.00%</i>	<i>4.20%</i>
Woman-Owned Small Business		<i>\$350,000</i>	<i>5.00%</i>	<i>3.50%</i>
HUBZone Small Business		<i>\$210,000</i>	<i>3.00%</i>	<i>2.10%</i>
Veteran-Owned Small Business (including SDVOSB)		<i>\$210,000</i>	<i>3.00%</i>	<i>2.10%</i>
Service-Disabled Veteran-Owned Small Business		<i>\$210,000</i>	<i>3.00%</i>	<i>2.10%</i>

\*For determining percentages, Total Investment Value does not include any third-party financing costs.

**Table 2b – Small Business Subcontracting Goals by Dollars and Percentages  
(Overall ESPC IDIQ Contract Ceiling)**

CATEGORY	Dollars (as part of Total Contract Ceiling)	Estimated Subcontracting Dollars	Percentage of Estimated Subcontracting Dollars	Percentage of Total Contract Ceiling
Total Contract Ceiling	\$5 Billion			100.00%
Total Estimated Self-Performance Overall**	\$2.25 Billion			45.00%
Total Estimated Subcontracting Overall	\$2.75 Billion	\$2,750,000,000	100.00%	55.00%
<b>Overall Estimated Subcontracting by Business Size</b>				
Estimated Large Business Subcontracting Overall		\$1,375,000,000	50.00%	27.50%
Estimated Small Business Subcontracting Overall		\$1,375,000,000	50.00%	27.50%
<b>Overall Estimated Subcontracting by Socioeconomic Category</b>				
Small Disadvantaged Business (including 8(a), ANCs and Indian tribes)		\$178,750,000	6.50%	3.58%
Woman-Owned Small Business		\$151,250,000	5.50%	3.03%
HUBZone Small Business		\$82,500,000	3.00%	1.65%
Veteran-Owned Small Business (including SDVOSB)		\$110,000,000	4.00%	2.20%
Service-Disabled Veteran-Owned Small Business		\$110,000,000	4.00%	2.20%

\*\*For determining percentages, include estimated financing costs (self & third-party) under "Total Estimated Self-Performance".

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

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

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

i. Development Phase:

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ii. Implementation Phase:

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

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

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

*[Company Name]* used the following methods to identify potential sources for solicitation purposes:

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**6. INCLUSION OF INDIRECT COSTS / METHOD USED TO DETERMINE PROPORTIONATE SHARE (FAR 19.704(a)(6) and clause 52.219-9(d)(6))**

- **NOTE:** Indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e., contract or grant) but are generally recognized as ordinary and necessary for the general operation of the Contractor’s organization and the conduct of activities it performs. Types of indirect costs include overhead (e.g., facility/utility & supplies cost), general and administrative (G&A), and fringe benefits (e.g., services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc.).
- Please check either that you “have” or “have not” included indirect costs in the subcontracting goals stated in sections 1 and 2 above.
- If “have” is checked, explain the method used in determining the proportionate share of indirect costs to be allocated as subcontracts to SB, SDB, HUBZone SB, WOSB, VOSB, and SDVOSB concerns, and the supplies and/or services planned.
- FAR 52.219-9(l)(2) requires plan holders to include indirect costs on a prorated basis in their annual spending report (Summary Subcontract Report) at eSRS.gov when the indirect costs are excluded from the subcontracting goals.
- **IMPORTANT:** *Be aware that choosing not to include indirect costs in your subcontracting plan will create difficulties for your filing of and our review of your actual annual achievements.*

Indirect costs  have  have not been included in the subcontracting goals specified above.

**If indirect costs have been included:**

*[Company Name]* used the following method(s) to determine the proportionate share of indirect costs to be incurred with SB, SDB, HUBZone SB, WOSB, VOSB, and SDVOSB concerns:

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**7. SUBCONTRACTING PROGRAM ADMINISTRATOR AND DUTIES (FAR 19.704(a)(7) and clause 52.219-9(d)(7))**

- Per FAR 19.704(a)(7), the person named in this section must be “an individual employed by the offeror”.
- The person you list here will be the individual contacted by us for all subcontracting plan and eSRS issues, including instructions, reminders, delinquency notices, etc. Please include all applicable contact information as indicated below.
- This individual should have knowledge of the federal small business programs and be knowledgeable about federal procurement practices.
- Be sure to be specific and comprehensive when listing duties. DO NOT modify or delete any of the duties listed under a through q. If a modification or deletion of one of these duties is warranted, annotate the modification or deletion under “r”.

**IMPORTANT:** If the Contractor decides to change the person in this position, the DOE Contracting Officer and the DOE Small Business Program Manager (SBPM) must be notified.

The following individual will administer the subcontracting program for *[Company Name]*:

**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY / STATE / ZIP:** \_\_\_\_\_  
**TELEPHONE NO.:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

This individual's specific duties, as they relate to the firm's subcontracting plan, are the general overall responsibility for this company's Small Business Program, the development, preparation and execution of this subcontracting plan, and for monitoring performance relative to contractual subcontracting requirements contained in this plan. These duties include, but are not limited to:

- a. Developing and maintaining bidders lists of SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB concerns (hereafter referred to as the small business community) from all possible sources. This includes providing on the company’s website a clear, defined place for SB concerns to register with the company, as well as the company’s SB program administrator contact information when they have any questions or concerns.
- b. Ensuring that procurement packages are structured to permit the small business community to participate to the maximum extent possible. This includes the adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone SB, SDB and WOSB concerns in all “make-or-buy” decisions.
- c. Assuring inclusion of the small business community in all solicitations for products or services, which they are capable of providing. This includes the counsel and discussion of subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone SB, SDB and WOSB firms. This also includes establishing and maintaining a place on the company’s website to post subcontracting opportunities where interested SB concerns may see them. Where the Contractor’s lists of potential subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time (e.g., periodic rotation of potential subcontractors on bidders lists).
- d. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit the small business community participation. This review should also include the consideration of the time for the preparation of bids, quantities, specifications, and delivery schedules, so as to facilitate the participation by such concerns.
- e. Confirming that a subcontractor representing itself as a HUBZone SB concern is identified as a certified HUBZone SB concern by accessing the System for Award Management (SAM) database or by contacting SBA.
- f. Providing notice to subcontractors concerning penalties and remedies for misrepresentations of business status

as SB, VOSB, SDVOSB, HUBZone SB, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

- g. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by the small business community.
- h. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- i. Develop and promote company/division policy statements that demonstrate the company's /division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone SB, SDB and WOSB concerns.
- j. Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- k. Conducting or arranging for the motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- l. Counseling, directly or indirectly, SB, VOSB, SDVOSB, HUBZone SB, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
- m. Monitoring attainment of proposed goals.
- n. Developing and maintaining an incentive program for buyers that support the subcontracting program.
- o. Preparing and submitting required periodic subcontracting reports.
- p. Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- q. Coordinating the conduct of contractor's activities involving its small business subcontracting program.
- r. Additions to, modifications of, or deletions from the duties specified above are as follows:

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**8. EQUITABLE OPPORTUNITY TO COMPETE FOR SUBCONTRACTS (FAR 19.704(a)(8) and clause 52.219-9(d)(8))**

- In this section, outline your company's internal and external proactive efforts to maximize subcontracting opportunities for SB concerns. This goes a long way towards showing that your company is making a "good faith effort". Some examples include:
  - Contacts w/ SB, minority, WO, etc. trade associations (list specific names)
  - Contacts w/ business development organizations (list specific names)
  - SB conferences, trade shows, workshops, seminars, training programs, etc. that you will attend or sponsor (specifically list which ones)

*[Company Name]* will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts will include the following activities:

- a. Outreach efforts will be made by identifying:
  - Contacts with minority and small business trade associations.
  - Contacts with business development organizations.
  - Attendance at small and minority business procurement conference and trade fairs.

- b. Sources will be requested from the SAM website available at <https://www.sam.gov/> on the Internet. Automated data base sources to be used, other than SAM, will be as follows.

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- c. Internal efforts to guide and encourage buyers/purchasing personnel will include:

- (i) Workshops, seminars and training programs will be conducted.
- (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (iii) Arrange interviews with the small business community.

- d. The Contractor's small business data base, source lists, guides, and other data will be maintained, and utilized by buyers in soliciting subcontracts (e.g., [rotation of firms in the data base, keeping data base current and useful, etc.](#)) by:

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- e. Additions to, modifications of, or deletions from the above listed efforts (a. through d.) are as follows:

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**9. FLOWDOWN OF SUBCONTRACTING REQUIREMENTS (FAR 19.704(a)(9) and clause 52.219-9(d)(9))**

*[Company Name]* agrees to include the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns" in all subcontracts which offer further subcontracting opportunities. All subcontractors, except SB concerns, who receive subcontracts in excess of \$750,000 (\$1,500,000 for Construction) will be required to adopt a subcontracting plan that complies with the requirements of the FAR clause 52.219-9, Small Business Subcontracting Plan. Such plans will be reviewed to confirm that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to review applicable records for subcontracting program progress.

**10. COOPERATION AND REPORTING ASSURANCES (FAR 19.704(a)(10) and clause 52.219-9(d)(10))**

*[Company Name]* agrees to:

- a. Cooperate in any studies or surveys as may be required;
- b. Submit periodic reports as may be required by the Government in order to determine the extent of compliance by the Contractor with the subcontracting plan;
- c. Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

- d. Submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>, following the instructions in the eSRS;
- e. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- f. Provide its prime contract number, its unique entity identifier (e.g., SAM Unique Entity ID), and the e-mail address of the Contractor’s official responsible for acknowledging receipt of or rejecting the reports, to all first tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- g. Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier (e.g., SAM Unique Entity ID), and the e-mail address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the reports, to its subcontractors with subcontracting plans.
- h. Ensure that the identified Contracting Officer and SBPM assigned to the contract are included on the eSRS email notification distribution upon submission of each report.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

Calendar Period	Report Type	Date Due	Submit Reports to eSRS with email address for:
October 1 <sup>st</sup> through March 31 <sup>st</sup>	ISR	04/30	Contracting Officer / SBPM
April 1 <sup>st</sup> through September 30 <sup>th</sup>	ISR	10/30	Contracting Officer / SBPM
October 1 <sup>st</sup> through September 30 <sup>th</sup>	SSR	10/30	Contracting Officer / SBPM

An ISR is also required within 30 days of contract completion. All reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When a report is rejected, the Contractor is required to submit a revised report within 30 days of receiving the notice of the report rejection.

**11. RECORDS THAT WILL BE MAINTAINED (FAR 19.704(a)(11) and clause 52.219-9(d)(11))**

- You may certainly add to the specific list that follows, but you may not remove anything from the FAR specified list of required types of records.

*[Company Name]* will maintain records concerning procedures that have been adopted to comply with the requirements and goals in this subcontracting plan. The records shall include at least the following:

- a. Source lists (e.g., SAM), guides, and other data that identify SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns.
- b. Organizations contacted in an attempt to locate sources that are SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns.
- c. Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold as defined in FAR 2.101 on the date of subcontract award, and indicating for each solicitation:
  - (i) Whether SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns were solicited, and if not, why not;
  - (ii) If applicable, the reason(s) why the award was not made to a small business concern; and
  - (iii) If applicable, written designations from ANCs or Indian Tribes, in accordance with FAR 19.703.
- d. Records of any outreach efforts to contact:

- (i) Trade associations;
  - (ii) Business development organizations;
  - (iii) Conferences and trade fairs to locate SB, HUBZone SB, SDB, SDVOSB, and WOSB sources; and
  - (iv) Veterans service organizations.
- e. Records of internal guidance and encouragement provided to buyers through:
- (i) Workshops, seminars, training, etc.; and
  - (ii) Monitoring performance to evaluate compliance with the program’s requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor.
- g. Other records to support your compliance with the subcontracting plan:

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**12. UTILIZATION OF IDENTIFIED SMALL BUSINESS CONCERNS (FAR 19.704(a)(12) and clause 52.219-9(d)(12)) AND DESCRIPTION OF GOOD FAITH EFFORT**

- Per FAR 19.704(a)(12), the Offeror must provide assurances that it “will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.”
- Responding to a request for a quote does not constitute use in preparing a bid or proposal.
- An Offeror used a small business concern in preparing the bid or proposal if—
  - (i) The offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the contract; or
  - (ii) The offeror used the small business concern’s pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the offeror is awarded the contract;

[Company Name] agrees to make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that the Contractor used in preparing the proposal, in the same or greater scope, amount, and quality used in preparing and submitting the proposal.

**13. ASSURANCE OF WRITTEN EXPLANATION UPON CONTRACT COMPLETION (FAR 19.704(a)(13) and clause 52.219-9(d)(13))**

- Per FAR 19.704(a)(13), the Contractor must provide assurances that it “will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in” Section 12 above.

[Company Name] agrees to provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in Section 12 above. This written explanation will be submitted to the Contracting Officer within 30 days of contract completion.

**14. SUBCONTRACTOR COMMUNICATION WITH CONTRACTING OFFICER (FAR 19.704(a)(14) and clause 52.219-9(d)(14))**



- Per FAR 19.704(a)(13), the Contractor must provide assurances that it “will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.”

*[Company Name]* agrees to not prohibit any subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to, or utilization of, a subcontractor.

**15. PAYMENT ASSURANCE OF SMALL BUSINESS SUBCONTRACTORS (FAR 19.704(a)(15) and clause 52.219-9(d)(15))**

*[Company Name]* agrees to pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (Reference FAR clause 52.242-5).

**Plan Implementation Agreement.** *[Company Name]* agrees to perform the following functions to effectively implement this small business subcontracting plan:

- a. Assist SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns by arranging solicitations, time for the preparation of bids/proposals, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB subcontractors are excessively long, *[Company Name]* will make a reasonable effort to give all such SB concerns an opportunity to compete over a period of time.
- b. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB concerns in all "make-or-buy" decisions.
- c. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB firms.
- d. Confirm that a subcontractor representing itself as a HUBZone SB concern is certified by SBA as a HUBZone SB concern in accordance with 52.219-8(d)(2).
- e. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, HUBZone SB, SDB, and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- f. For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a SB concern received a SB preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful SB subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBZone SB, SDB, or/and WOSB concern.
- g. Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

By signing this small business subcontracting plan, *[Company Name]* agrees to the text of each section.

**PLAN SUBMITTED BY:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

**REVIEWED BY DOE SMALL BUSINESS PROGRAM MANAGER:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

**REVIEWED BY SBA PROCUREMENT CENTER REPRESENTATIVE:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

**ACCEPTED BY DOE IDIQ CONTRACTING OFFICER:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

[END OF ATTACHMENT J-9]

## **ATTACHMENT J-10** **References and Web Links**

The purpose of Attachment J-10 is to provide web links for the various resources mentioned throughout the IDIQ contract.

### **J-10.1 Required Guidance Documents, Templates, and Systems for ESPC Projects**

The Contractor is required to use the following guidance documents, templates and systems for the successful performance of ESPC projects under this IDIQ contract:

**Commissioning Guidance for ESPCs** – Link to an Adobe PDF document that provides a description of how commissioning in energy savings performance contract (ESPC) projects can achieve the objective of meeting or exceeding facility performance requirements by optimizing the operation and efficiency of building systems and equipment.

<https://www.energy.gov/eere/femp/downloads/2008-doe-idiq-espc-commissioning-guidance>

**DOE EERE Project Management Center (PMC) System** – Link to an online system to be used by the Contractor for uploading project deliverables to DOE.

<https://www.eere-pmc.energy.gov/ESCOWelcome.aspx>

**DOE FEMP M&V Guidelines: Measurement and Verification for Performance-Based Contracts** – Link to an Adobe PDF document that outlines the Federal Energy Management Program's standard procedures and guidelines for measurement and verification (M&V) for federal energy managers, procurement officials, and energy service providers.

<https://www.energy.gov/eere/femp/downloads/mv-guidelines-measurement-and-verification-performance-based-contracts-version>

**DOE IDIQ ESPC Risk, Responsibility, and Performance Matrix Template** – Link to an MS Word document that provides a framework for recognizing and assigning various risks and responsibilities associated with the performance of an ESPC project.

[https://www.energy.gov/sites/prod/files/2017/12/f46/2017doe\\_idiq\\_rrpm.docx](https://www.energy.gov/sites/prod/files/2017/12/f46/2017doe_idiq_rrpm.docx)

**eProject Builder (ePB) System** – Link to an online system to be used by the Contractor for developing TO Schedules for an ESPC project.

<https://eprojectbuilder.lbl.gov>

**Guidance on Utility Rate Estimations and Weather Normalization in Performance Contracts** – Link to an Adobe PDF document that explains how to use estimated energy rates and normalized weather data in determining an energy service company's (ESCO's) payments under a Federal energy savings performance contract (ESPC) and other performance contracts.

<https://www.energy.gov/eere/femp/downloads/guidance-utility-rate-estimations-and-weather-normalization-performance>

**Guide to Government Witnessing and Review of M&V Activities** – Link to an Adobe PDF document that provides guidance pertaining to government witnessing of measurement and verification (M&V) activities in Federal energy savings performance contract (ESPC) projects.

<https://www.energy.gov/eere/femp/downloads/guide-government-witnessing-and-review-measurement-and-verification-activities>

**How to Determine and Verify O&M Savings in ESPCs** – Link to an Adobe PDF document that describes guidance on operations and maintenance savings determination and verification within the energy savings performance contracts.

<https://www.energy.gov/eere/femp/downloads/how-determine-and-verify-operating-and-maintenance-savings-energy-savings-savings>

## J-10.2 Recommended Resources for ESPC Projects

The resources found at the following links provide helpful guidance, templates, tools, and best practices to both the Contractor and ordering agencies for promoting successful ESPC projects.

**ECM/WCM Template for DOE IDIQ Contract** – Link to an MS Word document that provides a template for recommended ECMs/WCMs to be submitted as part of a Preliminary Assessment.

<https://www.energy.gov/sites/prod/files/2020/04/f73/ecm-template.docx>

**ESCO Selector Tool** – includes a Notice of Opportunity (NOO) template and other tools for selecting an ESCO.

<https://esco-selector.ornl.gov/>

**FEMP ESPC Project Development Resource Guide** - This guide charts the Federal Energy Management Program process for providing project development support to agencies developing energy savings performance contract (ESPC) projects using the U.S. Department of Energy (DOE) indefinite-delivery, indefinite-quantity (IDIQ) ESPC. Within that process, the guide outlines the resources that project facilitators and federal project executives are required to use in their lead role in the delivery of project development services as well as the minimum requirements for project documentation.

<https://www.energy.gov/eere/femp/downloads/femp-escp-project-development-resource-guide>

**Project Facilitators Page for ESPCs** – includes information and guidance about obtaining a DOE-approved Project Facilitator for an ESPC project.

<https://www.energy.gov/eere/femp/project-facilitators-federal-escp-uesc-and-escp-enable-projects>

**Resources Page for Implementing Federal ESPCs** – includes numerous templates, guides and other resources for each phase of an ESPC project. Some key resources found on this webpage include, but are not limited to: a TO RFP template; the ESPC Project Development Resource Guide; a Risk, Responsibility, and Performance Matrix template; a Preliminary Assessment (PA) example; the DOE FEMP ESPC IDIQ Ordering Guide; a NOITA letter template; and an ECM template for the PA.

<https://www.energy.gov/eere/femp/resources-implementing-federal-energy-savings-performance-contracts>

**Reviewing Post-Installation and Annual Reports for Federal ESPC Projects** – Link to an MS Word document that provides a framework for implementing uniform and consistent reviews of post-installation and annual reports for federal ESPC projects.

<https://www.energy.gov/eere/femp/downloads/reviewing-post-installation-and-annual-reports-federal-escp-projects>

## J-10.3 Important DOE and FEMP Links

**DOE Forecast Web Page:**

<https://www.energy.gov/osdbu/acquisition-forecast>

**DOE Qualified List of ESCOs:**

<https://www.energy.gov/eere/femp/doe-qualified-energy-service-companies>

**FEMP Golden Field Office Contacts:**

<https://www.energy.gov/eere/femp/federal-energy-management-program-golden-field-office-contacts>

**FEMP Headquarters Office Contacts:**

<https://www.energy.gov/eere/femp/federal-energy-management-program-contacts>

**J-10.4 Additional References and Links**

**Code of Federal Regulations:**

<http://www.ecfr.gov/cgi-bin/ECFR?page=browse>

**DOE Acquisition Regulations (DEAR):**

<https://www.acquisition.gov/dears>

**Federal Acquisition Regulations (FAR):**

<https://www.acquisition.gov/browse/index/far>

**Government-wide Point of Entry (GPE)**

<https://www.sam.gov/>

**GSA Forms Library:**

<https://www.gsa.gov/portal/forms/type/SF>

**System for Award Management:**

<https://sam.gov/content/home>

**Small Business Administration's Subcontracting Network (SubNet):**

[https://subnet.sba.gov/client/dsp\\_Landing.cfm](https://subnet.sba.gov/client/dsp_Landing.cfm)

**Vendor Invoicing Portal & Electronic Reporting System (VIPERS):**

<https://vipers.doe.gov/>

[END OF ATTACHMENT J-10]

[END OF GENERIC CONTRACT]