**DOE ESPC**

**TASK ORDER REQUEST FOR PROPOSAL (TO RFP)
*TEMPLATE***

***INSTRUCTIONS FOR USING THE TEMPLATE***

The TO RFP is used to communicate agency- or site-specific terms and conditions for the project to the ESCO. The DOE IDIQ contract permits such revision, per section C.1.3:

C.1.3 Unless otherwise stated, all provisions that follow throughout the remaining sections of this master IDIQ contract may be revised within the overall scope of the contract, as necessary (based on the needs and regulations of the agency), in an agency TO Request for Proposal (RFP).

The TO RFP becomes a part of the task order, along with the IDIQ and the ESCO’s final proposal. Provisions of the TO-RFP override those of the IDIQ.

This template includes sections of the IDIQ in which changes or specific instructions may be required or are usually appropriate. Numbering of the sections in the TO RFP matches the numbering in the IDIQ contract. Sections that are not in the template may be added to the TO RFP and revised as needed.

Contract sections in the template appear in plain arial font; instructions and notes appear in italics.

To be deleted from the final TO RFP before issuance are

* the first page of the template (instructions),
* contract sections that are not changed, and
* notes and instructions.

**DOE ESPC**

**TASK ORDER REQUEST FOR PROPOSAL (TO RFP)**

## TEMPLATE

**AGENCY TO RFP NUMBER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK**

## C.2 ENERGY CONSERVATION MEASURE (ECM) TECHNOLOGY CATEGORIES (TCs)

*Agency may add the following to specify that all ECM technology categories should be considered.*

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

**C.2.2 Restrictions on ECMs**

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

*1. jeopardize the operation or environmental conditions of existing systems or areas such as dedicated computers or computer rooms;*

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

*3. result in cogeneration or electrical generating project that produces electrical power exceeding that required by the delivery order federal site;*

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

*5. degrade performance or reliability of existing Government equipment; or*

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

[ ] Default language is acceptable; additional requirements follow.

[ ] Default language is unacceptable; replace with the following.

Restrictions on ECMs will be specified in TOs issued against this master IDIQ contract.

**C.3 Facility Performance Requirements of ECMs**

*Specify agency- or site-specific facility performance requirements for ECMs in this section. Some areas for consideration in terms of standards for occupied space conditions are listed below as C.3.1 – C.3.6.*

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

 [ ] Replace the IDIQ language as noted.

**C.3** Installed ECMs shall comply with the standards of service required for facilities as specified in each TO. The standards of service may include acceptable temperature and humidity ranges, allowable setbacks, noise criteria, air quality parameters, lighting levels, and other related factors, as agreed to between the agency and the contractor. At a minimum, where automated controls of lighting or environmental conditions are to be installed, the agency must have the ability to, or direct the contractor to, respond within a specified time to temporarily override the heating, ventilating and air-conditioning (HVAC) and lighting systems.

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

*C.3.2 HVAC (temperature and humidity zones, setbacks, control conditions)*

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

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

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

*C.3.6 Other*

## C.4 MEASUREMENT AND VERIFICATION (M&V) OF ECM PERFORMANCE

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**C.4.1** 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 based on various factors, such as type of ECMs, projected value of energy savings, certainty/uncertainty of savings being achieved, and the intended risk allocation between the agency and the contractor.

**C.4.2** The TO M&V plan is the primary vehicle that an agency uses to first document and then to periodically evaluate the performance expectations of the TO project. This document shall be thoroughly understood by the contractor and 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, then that situation shall be stated clearly so that the 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, and buildings or portions of buildings that will not be affected shall be identified. The ECMs that generate savings shall be identified, as well as the building systems that they affect. If there are significant energy- or water-using building systems or other energy or water uses within the buildings, which will not be affected by the TO, they shall be identified so that there is clear understanding of the extent to which total energy, water and related costs at the site will be affected. To the extent this information is provided in the investment grade audit (IGA), it will be repeated in the M&V plan.

**C.4.3** The description of facilities and systems affected by the ECMs serves as the context for determining risks associated with the performance of the ECMs and the likelihood of success in achieving projected savings. The first step in developing an M&V plan will be accomplished through the completion of a Risk, Responsibility and Performance Matrix (see Attachment J-7 ). The matrix indicates the responsibility and performance of actions agreed to by the contractor and the agency.

**C.4.4** The TO M&V plan shall specify the M&V options and methods that will be used for each ECM included in the TO. M&V options and methods proposed for each ECM shall comply with the latest version (in effect at the time of TO award) of the “DOE/ FEMP M&V Guidelines: Measurement and Verification for Federal Energy Projects” and the “International Performance Measurement and Verification Protocol (IPMVP).” If there is a discrepancy between these two documents, the DOE/FEMP M&V Guideline takes precedence. The DOE/FEMP M&V Guideline includes a variety of guidelines and tools that will help in the development of a technically rigorous M&V plan, including both optional M&V methods for differing ECMs and tools for assessing the cost implications of these options.

**C.4.5 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 IGA is completed. This shall occur before the TO is awarded, and the M&V plan will be incorporated into the TO.

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

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

D. Conduct annual M&V activities to verify operation of the installed equipment/systems and calculate the previous year’s energy and water savings, and compare verified and guaranteed savings.

**C.4.6 M&V Submittals during TO Development and Post-Award**

1. The contractor shall prepare and submit a general M&V approach with its Preliminary Assessment (PA), identifying the M&V options and methods to determine a site-specific pre-installation baseline and post-installation ECM performance for each proposed ECM.

B. The contractor shall prepare and submit a site-specific M&V plan with its final proposal, per the requirements in Section H and Attachment J-8 of the master IDIQ contract. This site-specific M&V plan shall include a schedule indicating M&V activities and post-award M&V reporting milestones for each ECM. Prior to installation of ECMs, the agency should witness measurements and review calculations, records (e.g., utility bills) and other elements of the baseline, to confirm its accuracy and to confirm that methods are consistent with the approved M&V plan, as described in FEMP’s "Guide to Government Witnessing of the IDIQ contract and Review of Post-Installation and Annual M&V Activities."

C. The contractor shall prepare and submit a post-installation report to the agency (Attachment J-9), which should verify that installed ECMs will meet the required standards of service and the guaranteed annual energy, water, and related cost savings specified in the awarded TO. Inspections and measurements conducted by the contractor for this post-installation report should be witnessed by the agency, in accordance with FEMP’s "Guide to Government Witnessing and Review of Post-Installation and Annual M&V Activities." The post-installation report should be reviewed as recommended in FEMP’s “Reviewing Performance Reports for Federal ESPC Projects,” and must be accepted in writing, by the agency.

D. The contractor shall prepare and submit an annual M&V report to the agency (Attachment J-10), including data and calculations that demonstrate that continued ECM performance achieves the guaranteed annual energy, water, and related cost savings as required by the TO. Inspections and measurements conducted by the contractor for this annual M&V report should be witnessed by the agency in accordance with FEMP’s "Guide to Government Witnessing and Review of Post-Installation and Annual M&V Activities." The annual M&V report should be reviewed, as recommended in FEMP’s “Reviewing Performance Reports for Federal ESPC Projects,” and must be accepted, in writing, by the agency. Review and acceptance of the annual M&V report, in accordance with FEMP’s "Guide to Government Witnessing and Review of Post-Installation and Annual M&V Activities" constitutes documentation to determine amount of contractor payment.

**C.5 Installation Requirements for ECMs**

**C.5.1 Design and Construction Package**

*Specify site-specific requirements for the Design and Construction Package:*

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

[ ] IDIQ language is acceptable, with the noted additional site/agency-specific requirements.

 [ ] Replace the IDIQ language as noted.

**C.5.1**  Design and Construction Package

A. The contractor shall prepare and submit a design and construction package to the Federal agency for review and approval prior to starting ECM installation in accordance with Attachment J-4 [of the contract], Sample 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 performed to assure compliance with applicable building codes and Federal agency design standards. The TO will specify site-specific requirements of the design and construction package. Acceptance of the design and construction package by the agency shall not relieve the contractor from responsibility for meeting facility standards of service and guaranteed cost savings.

B. The design and construction package due date will be negotiated between the contractor and the agency, and specified in the TO. Phased design and construction may be allowed and specified by the agency in the TO. Upon approval of the design and construction package, bonds will be required in accordance with Section H.8.

C. The design and construction package shall be prepared and shall include at least the following:

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

2. Design and Construction Specifications - Unless otherwise specified by the agency, the contractor shall identify and reference design and construction specifications applicable to installed ECMs.

3. Construction Drawings - Construction drawings shall be prepared by the contractor, subcontractor, or any lower-tier subcontractor.

4. Planned Service Interruptions - If any utility services must be discontinued temporarily to perform work, such interruptions shall be described and indicated on the project installation schedule. The description shall include the length of the interruption, its time (date, day of week, time of day, etc.), and a justification. Required service interruptions shall be scheduled per C.5.6 of the master IDIQ contract.

5. Site Plan and Compliance with Federal Site Exterior Architectural Plan **-** If an ECM involves the installation of facilities or exterior structures, the contractor shall provide a site plan showing its location, or show its location on the agency's existing site plan. The contractor shall also provide plan and elevation drawings of the facility or exterior structure showing its size and exterior appearance.

6. Acquisition of Permits -For any ECM installation requiring permits from regulatory agencies, the contractor shall provide its plan and schedule for acquiring such permits in accordance with 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 agency. Each TO will specify the submittal requirements associated with each review.

**C.5.2 Design and Construction Standards**

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

A. A TO issued against this master IDIQ contract will specify design and construction standards applicable to site or agency specific facility requirements. At a minimum, all ECMs, work, equipment and materials required for ECM installation shall comply with the most recent issue of the design and construction standards indicated in the TO as applicable. The following list of standards is provided as a guideline for establishing these requirements.

* American National Standards Institute (ANSI)
* Code of Federal Regulations (CFR)
	+ 29 CFR 1910, Occupational Safety and Health Standards
	+ 10 CFR 435, Energy Conservation Voluntary Performance Standards for

 Commercial and Multi-Family High Rise Residential Buildings

* + 29 CFR 1926, Safety and Health Regulations for Construction
* National Electric Code (NEC)
* National Electrical Safety Code (NESC)
* National Fire Protection Association (NFPA) Standards including, but not limited to, NFPA 101 - Life Safety Code
* National Electrical Manufacturers Association (NEMA)
* Underwriters Laboratory (UL)
* Uniform Building Code (UBC)
* Uniform Plumbing Code (UPC)
* American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)
	+ ASHRAE 62
	+ ASHRAE 90.1
* Army Corps of Engineers Safety Manual
* National Historic Preservation Act, as applicable
* Illuminating Engineering Society of North America (IESNA)
* American Institute of Architects (AIA) Masterspec
* 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 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 agency Contracting Officer (CO) for clarification or direction prior to proceeding with the work.

C. If conflicts between designated applicable codes and/or standards exist, the agency CO and applicable authority having jurisdiction shall determine the appropriate code to follow.

**C.5.3 ECM Quality Control Inspection Program**

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

A. The contractor shall be responsible for quality control during installation of ECMs. The contractor shall inspect and test all work performed during ECM installation to ensure compliance with the TO's performance requirements. The contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for any non-Federal organization, such as a utility or other regulatory agency. The contractor shall prepare an ECM Quality Control Inspection Plan for review and acceptance by the agency. Any changes to the ECM Quality Control Inspection Plan shall be submitted for review and acceptance to the agency. The ECM Quality Control Inspection Plan shall be prepared and submitted in accordance with the TO reporting requirements.

B. The ECM Quality Control Inspection Plan shall detail the procedures, instructions, and reports that ensure compliance with the TO and this master 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 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 master IDIQ contract.

8. The ECM Quality Control Inspection Plan shall be submitted to the 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 agency CO.

**C.5.4 ECM Commissioning**

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

The contractor shall assure the agency, through the ECM Commissioning, that the ECMs performance achieves facility and/or process performance requirements as set out in the TO. The ECM Commissioning shall be accomplished through a process of verification and documentation, in accordance with the “Commissioning Guidance for DOE Super ESPCs.”

A. ECM Commissioning Approach - The contractor shall submit in its final proposal, a severable ECM Commissioning Approach document, that utilizes data and factors derived from the IGA, needed to achieve facility performance requirements in accordance with the TO.

B. ECM Commissioning Plan - After the agency reviews and accepts the design and construction package, the contractor shall provide a Commissioning Plan to the agency for acceptance that finalizes the Commissioning Approach and addresses each ECM with specific steps that will be taken during the commissioning process.

C. ECM Commissioning Report - The contractor shall submit to the agency a Commissioning Report documenting the ECM’s affect upon facility performance requirements in accordance with the Commissioning Plan and agency requirements.

**C.5.5 Environmental Protection (A – D)**

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

A. Impacts on air quality (pollutants, noise level, and odors or fumes) and potable water use are examples of potential areas of concern at the project site. Any ECM and related work shall comply with the National Environmental Policy Act (NEPA) and other applicable Federal, State and local environmental protection regulations. The TO will identify specific known hazardous waste handling and storage requirements (e.g., Polychlorinated Biphenyl (PCB) ballasts removed from lighting fixture retrofits).

B. The contractor shall comply with applicable Federal, State and local laws and with the applicable regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the agency CO. Authorized agency officials may inspect any of the contractor's work areas on a no-notice basis during normal working hours. The contractor shall indemnify and hold the Government (including the ordering agency, DOE, and/or any person acting on behalf of the Government) harmless for any and all liability, including attorneys’ fees and legal costs, resulting from the contractor’s noncompliance or violation of any applicable Federal, State or local law, regulation or standard regarding environmental protection. In the event that a regulatory agency assesses a monetary fine against the agency for violations caused by the contractor’s actions or inaction, the contractor shall immediately reimburse the agency for the amount of any fine and other related costs. 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 agency’s designated safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of agency or civilian personnel.

C. The contractor shall prepare all documentation necessary to support obtaining permits to comply with all applicable Federal, State and local requirements prior to implementing affected ECMs in the performance of a TO. The contractor shall not receive a notice to proceed with installation from the agency until all applicable environmental protection requirements contained in this master IDIQ contract and the TO have been satisfied.

D. The contractor shall comply with all applicable regulations and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan, or similar plan, and requirements of the TO.

**C.5.6 Service Interruptions**

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

A. For any planned utility service interruptions, the contractor shall furnish a request to the agency CO's designated representative for approval as specified in the TO. The request shall identify the affected buildings, utility service, and duration of planned outage.

B. The agency will coordinate with affected tenants and customers as applicable.

C. Agencies may have additional requirements that apply to specific TOs, and if applicable, will be specified in the TO.

**C.5.7 As-Built Drawings (Record Drawings)**

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

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

[ ] Replace the IDIQ language as noted.

**C.5.7** After completion of installation and Government acceptance of installed ECMs, the contractor shall submit as‑built drawings to the agency in accordance with agency standards or specifications identified in the TO.

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## C.6 OPERATION OF ECMs

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**C.6.1** Operations work effort for installed ECMs shall include operations tasks at specific stations, continuous or periodic equipment monitoring, and minor on-line equipment adjustments required to achieve all facility and energy conservation performance requirements of the TO. Regardless of who performs the operations, the contractor shall be responsible for the operations of all installed ECMs.

**C.6.2** When the implementation of an installed ECM results in a change in an existing operations work procedure, the contractor shall prepare a revised written operations work procedure and checklist for written acceptance by the agency. The contractor shall train Government personnel in the operations work procedures.

**C.6.3** The performance of ECM operations may be assumed by the Government through mutual agreement of the contractor and the agency. In such cases the Government will operate the ECM in accordance with the contractor-provided operations work procedures. The contractor shall conduct periodic inspections with sufficient frequency to determine agency compliance with operations work procedures and notify the agency of any noncompliance and necessary corrective action.

**C.6.4**  The contractor shall maintain adequate and necessary records from inspections, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, initial date of incident, date repair and/or replacement implemented, and description of activities performed and shall be included in the as annual M&V report.

**C.6.5**  When the Government assumes performance of ECM operations, the Government will maintain adequate and necessary records from inspections, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, date repair and/or replacement implemented, and description of activities performed and will be provided to the contractor to be included in the annual report on ECM Performance (also known as annual M&V report).

##

## C.7 PREVENTIVE MAINTENANCE OF ECMs

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**C.7.1** 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 be responsible for preventive maintenance of all installed ECMs.

**C.7.2** The contractor shall prepare a written definition of preventive maintenance requirements and preventive maintenance work procedure and checklist for each installed ECM. The contractor shall train Government personnel in the revised preventive maintenance work procedures.

**C.7.3** The Government may assume performance of preventive maintenance through mutual agreement of the contractor and the agency. If the Government 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 agency. The contractor shall conduct periodic inspections with sufficient frequency to determine agency compliance with preventive maintenance work procedures and notify the agency of any noncompliance and necessary corrective action.

**C.7.4**  The contractor shall maintain adequate and necessary records from inspections, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, date repair and/or replacement implemented, and description of activities performed and shall be included in the Annual Report on ECM Performance (also known as annual M&V report).

**C.7.5**  When the Government assumes performance of preventive maintenance, the Government will maintain adequate and necessary records from inspections, which will be made available during the annual M&V review. These records will contain at a minimum the ECM affected, date repair and/or replacement implemented, and description of activities performed and will be provided to the contractor to be included in the Annual Report on ECM Performance (also known as annual M&V report).

## C.8 REPAIR OF ECMs

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**C.8.1** The contractor shall be responsible for the repair of all installed ECMs. Performance of ECM repairs, however, may be assumed by the agency through mutual agreement of the contractor and the agency, as specified in the TO.

**C.8.2** Repair of ECMs includes all material and equipment associated with the replacement or repair of facilities, systems, or equipment that have failed or are in a condition of diminished ECM performance as determined by the contractor, and concurred to by the agency.

**C.8.3** Equipment Failure - If equipment failure or damage is a result of the contractor’s failure to perform or negligence in performing repairs, the contractor shall provide repair or replacement at its expense or, if repaired or replaced at agency expense, the contractor shall reimburse the agency for losses attributable to the contractor’s failure or negligence.

## C.9 CONTRACTOR MAINTENANCE AND REPAIR RESPONSE TIME

*Specify:*

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**C.9.1** The contractor shall establish a point of contact (name and phone number) for use by the agency in providing response to contractor equipment failures. The point of contact shall be available as specified in the TO throughout the TO's term. Initial telephone response to repair call messages shall be within the timeframe specified in the TO. If a site visit is needed to repair equipment, repair personnel shall arrive on site within the timeframe specified in the TO for nonemergency repairs or within the timeframe specified within the TO for emergency repairs. Although normal contractor access is during the normal work hours specified for the specific site in the TO, the contractor may be granted 24-hour per day access to the buildings for emergency work at the discretion of the agency.

**C.9.2** Emergency maintenance and repair work is defined as maintenance or repair necessary to correct an existing or imminent failure to meet the Facility Performance Requirements of ECMs, Section C.3, or any action necessary to protect the safety or health of the facility occupants and prevent adverse impacts on property.

**C.9.3** In the event the contractor fails to respond as required in the TO and in the event of emergencies, the agency may incur expenses to perform emergency repairs to contractor-installed equipment as well as agency equipment for which the contractor assumed maintenance and repair responsibilities. The contractor shall indemnify and hold the agency harmless in such cases where the contractor fails to respond appropriately in emergencies. The contractor shall promptly reimburse the agency for any and all costs incurred in responding to such emergencies. Such reimbursement may include the agency adjusting the payment schedule, as necessary, to recover such costs.

## C.10 OPERATIONS AND MAINTENANCE (O&M) MANUALS AND TRAINING FOR

##  ECMs

**C.10.1 Operations and Maintenance Manuals**

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

The contractor shall furnish O&M manuals and recommended spare parts lists for O&M of the contractor‑installed ECMs and modified agency equipment. O&M plans and spare parts lists shall be submitted prior to agency acceptance of the project, as specified in the TO.

**C.10.2 Agency Personnel Training for ECMs**

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

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

[ ] Replace the IDIQ language as noted.

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

A. Thirty (30) days prior to the installation completion, the contractor shall train agency personnel and/or agency contractors, as required, to operate, maintain, and repair ECM equipment and systems in the event of emergencies, and/or as specified in the TO.

B. The contractor shall train agency personnel and/or agency contractors to operate, maintain, and repair ECM equipment on an annual basis, unless otherwise specified in the TO.

## C.11 GOVERNMENT PROJECTS

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

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

## C.12 ENERGY EFFICIENCY AND RENEWABLE ENERGY AND WATER PROJECT FINANCIAL AND TAX INCENTIVES

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

The contractor shall be responsible for determining the source, value, and availability of any applicable financial and tax incentives for the project and shall collaborate with the agency to consider incentive options to include:

**C.12.1 Energy Efficiency and Renewable Energy and Water Financial Incentives -** The contractor shall be responsible for considering the agency benefits of utilizing programs for applicable energy efficiency and renewable energy and water financial incentives offered by the local utility serving the facility and/or State or local Government in which the facility is located. The contractor’s assessment should address whether the value of the incentives exceeds the administrative costs to be incurred by the contractor or the agency in acquiring such incentives.

The contractor shall be responsible for coordinating with the 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 Schedule TO-3 and describe how incentives affect post-acceptance performance period project cash flow, such as principal repayment or reducing financed amount.

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

The contractor shall be responsible for coordinating with the 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 Schedule TO-3 and describe how the credits affect post-acceptance performance period project cash flow, such as principal repayment or reducing financed amount.

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

The contractor shall consider federal renewable energy requirement goals and other agency renewable energy purchase goals. The contractor shall discuss with the 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 Government.

The contractor shall be responsible for coordinating with the agency, as required, 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 Schedule TO-3 and describe how REC payments affect post-acceptance performance period project cash flow, such as principal repayment or reducing financed amount.

**C.12.4 White TagsTM - also known as Energy Savings Certificates -** The contractor shall be responsible for considering the agency benefits of applying for White TagsTM, as available, for TO energy efficiency measures on Federal property. The contractor will identify applicable ECMs and White TagsTM certification requirements. The contractor’s assessment should address if the value of the White TagsTM exceeds the administrative costs to be incurred by the contractor or the agency in applying for, selling, or otherwise administering the White TagsTM. Unless otherwise specified in the TO, interest in and ownership of all White TagsTM resulting from renewable energy produced on-site at a Federal facility will remain with the Government.

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

**C.12.5 ENERGY EFFICIENCY AND RENEWABLE ENERGY AND WATER Project Tax Incentives -** The contractor shall be responsible for considering the agency benefits of leveraging any Federal, State or local tax incentives for energy efficiency or renewable energy projects. The agency recognizes that nongovernmental ownership of the affected energy efficiency and renewable energy and water asset may be required in order to capture the benefits of Investment and Production Tax Credits and Modified Accelerated Cost Recovery System (MACRS) accelerated depreciation.

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

## C.13 AVAILABILITY OF UTILITIES

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

The 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 agency. The contractor shall, in a workmanlike manner satisfactory to the 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 agency.

##

## C.14 GOVERNMENT-FURNISHED PROPERTY AND CONTRACTOR FURNISHED MATERIAL

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

The contractor shall provide all materials and supplies necessary to perform the work as specified in the TO. 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 materials and supplies must be compatible, and operate safely within design parameters of existing systems equipment and be of current manufacture (not discontinued or obsolete).

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

## C.15 CONTRACTOR EMPLOYEES

*Consider potential changes to Contractor Employee requirements.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**C.15.1** Upon issuance of a TO under this master IDIQ contract, the contractor shall provide the agency with the name(s) of the responsible supervisory person(s) authorized to act for the contractor.

**C.15.2** The contractor shall furnish sufficient personnel to perform all work specified within the TO.

**C.15.3** Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

**C.15.4** The contractor shall remove from the site any individual whose continued employment is deemed by the agency to be contrary to the public interest or inconsistent with the best interests of agency business or national security.

**C.15.5** 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 facility.

## C.16 FIRE PREVENTION

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

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

[ ] Replace the IDIQ language as noted.

The contractor shall ensure that its employees know how to activate agency site fire alarms. The contractor shall observe all site requirements for handling and storing combustible supplies, materials, waste and trash. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm and/or fire in accordance with the applicable 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).

## C.17 SALVAGE

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

All Government material and equipment removed or disconnected during the implementation period of a TO issued under this master IDIQ contract shall remain the property of the agency and shall be included in the proposal for each ECM. All equipment to be stored shall be listed in the TO. Any material and equipment not to be stored, 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.

## C.18 HAZARDOUS MATERIALS

*This section provides terms and conditions for contractor removal of hazardous materials found after TO award. Specify any different or additional site- or agency-specific terms and conditions. Consider local process and requirements.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**C.18.1**  As part of each proposed ECM project, the contractor shall identify the presence of and include the cost of removal of any known hazardous material for each ECM, unless the agency performs the removal.

**C.18.2** If hazardous material is identified after TO award, the contractor shall immediately stop work, take measures to reduce the contractor or building personnel contamination, and immediately notify the agency and the building manager of the hazardous material condition and location. The agency will then:

A. Remove and dispose of the material; or

B. Negotiate with the contractor for either (1) a TO modification for removing and disposing of the material at its expense, or (2) a separate award for the effort. The contractor shall be required to remove and dispose of the hazardous material in the manner agreed upon by the parties; or

C. Make any equitable adjustment necessary due to the change to or elimination of the ECM involved.

**C.18.3** In addition, if the handling and disposal of hazardous material and Poly-chlorinated Biphenyl (PCB), is or becomes the responsibility of the contractor in a TO award, it shall be handled as follows:

A. 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. The TO will provide additional site-specific requirements.

B. PCB Handling and Disposal - If PCBs exist at a site covered by a TO, then the TO shall contain the necessary clause addressing PCB recycling and/or disposal requirements to comply with applicable Federal, State and local regulations. The TO will provide additional site-specific PCB handling and disposal requirements, if applicable.

C.TOs will specify the requirements if different than the above.

##

## C.20 SAFETY REQUIREMENTS

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

All work shall be conducted in a safe manner and shall comply with the requirements in the Army Corps of Engineers Safety Manual and the Accident Prevention clause in Section I of this contract (FAR 52.236-13) or the agency’s safety program requirements. Other specific requirements relative to safety are as follows:

**C.20.1** Prior to commencing work, the contractor shall meet with the agency to agree upon administration of the safety program.

**C.20.2** The contractor's 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 agency. The contractor shall provide assistance to the agency representative and Federal or State OSHA inspector, if a complaint is filed. Any fines levied on the contractor by Federal or State OSHA offices due to safety/health violations will be paid promptly by the contractor.

**C.20.3** In accordance with the Accident Prevention clause, the contractor shall, within 24 hours of their occurrence, report to the agency all accidents and submit a full report of damage to agency property and equipment by contractor or subcontractor employees, at any tier.

**C.20.4** A safety and health plan and hazard analysis shall be prepared prior to the start of work on a construction site.

## C.21 SECURITY REQUIREMENTS

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**C.21.1**  Passes and Badges -All contractor employees shall obtain employee and vehicle badges and passes, as required by the agency, for the specific TO project site prior to the start of on-site work. The agency will issue badges it requires, without charge, and the badges must be worn, 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 pass and badge shall be returned in accordance with agency requirements.

**C.21.2** Contractor Vehicles - Each contractor vehicle shall display the contractor's name such that it is clearly visible. The agency may issue vehicle passes as it determines, and these shall also be displayed so as to be clearly visible.

**C.21.3** Contractor Access to Buildings - It shall be the contractor's responsibility, through the agency, to obtain access to buildings on the TO project site.

**C.21.4**  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 the requirements for contractor access to them.

**C.21.5** TOs will specify the security requirements, if different than the above.

##

## C.22 WORK SCHEDULE REQUIREMENTS

*Specify any different or additional site- or agency-specific safety requirements.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

The contractor shall arrange its on-site work so that it will minimize interference with normal agency business. At a minimum, the contractor shall submit a monthly work schedule for 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 agency.

**SECTION E – INSPECTION AND ACCEPTANCE**

## E.2 INSPECTION OF INSTALLED ECMs

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

Each task order (TO) will include specific inspection criteria pertinent to the TO project. The following general inspection requirements shall apply to each TO, unless otherwise indicated in the TO:

**E.2.1** The agency and contractor shall jointly inspect ECMs. Inspections will be conducted simultaneously, when possible, by both the agency and contractor representatives to facilitate mutual agreement on satisfactory TO ECM performance.

**E.2.2** The contractor shall notify the agency Contracting Officer (CO) fifteen (15) working days in advance of ECM 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 ECMs installed, schedule testing of ECMs for verifying energy savings performance, and recommend dates for inspection (if any).

**E.2.3** The agency shall provide written notification to the contractor of scheduled date and time for agency inspection within ten (10) working days after receipt of inspection notification and request (or such other period as may be specified in TO).

**E.2.4** Each TO may include additional agency-specific or site-specific inspection and requirements. The contractor shall review each TO to determine the recommended applicable inspection requirements for that TO.

##

## E.3 ACCEPTANCE

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**E.3.1** Partial Project Acceptance - The agency may agree in writing to accept ECM(s) installed and operational prior to completion of the Implementation Period. If the agency accepts partial project installed ECM(s), it will pay the contractor, prior to full project acceptance, in amounts and frequency specified in Schedule TO-1 (final), column (c). ECM(s) inspection and testing to verify guaranteed cost savings during the remaining Implementation Period will be conducted and documented by the contractor, and submitted to the agency for acceptance, prior to implementation period contractor payments. Implementation Period contractor payments shall reduce the project Total Amount Financed (Principal) (Schedule TO-3) and related debt service payments during the TO post-acceptance performance period.

**E.3.2** Full Project Acceptance

A. After installation of all ECMs the agency will notify the contractor in writing of full project acceptance which will constitute the start of the post-acceptance performance period and commencement of contractor payments. Agency acceptance, for purpose of payment, in accordance with Section G, occurs when the following are completed:

1. Acceptance by the agency CO of the contractor’s post-installation report;

2.Acceptance by the agency CO of contractor’s ECM Commissioning Report;

3. The project inspection is conducted pursuant to Section E.2; and

4.Submission of additional TO requirements prior to acceptance:

a. Operations work procedures

b. Preventive maintenance work procedures

c. O&M manuals and spare parts lists

d. Training

e. As Built Drawings (Record Drawings)

B.The agency and contractor shall mutually agree on, and specify in the TO, the anticipated schedule for the contractor report submittals and the duration for agency review for acceptance.

**SECTION F – DELIVERIES OR PERFORMANCE**

**F.5 PLACE OF PERFORMANCE**

*Specify any different place of performance if necessary.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

Performance shall take place at the agency’s facility unless otherwise specified on the TO.

## F.6 DELIVERABLES AND SUBMITTALS

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

[ ] IDIQ language is acceptable, with the noted additional requirements. Attach Revised J-4 and revise F.6.1 to reference attachment.

[ ] Replace the IDIQ language as noted.

**F.6.1** Agency Requirements - The agency deliverables requirements will be specified in each TO. Attachment J-4 to this master IDIQ contract provides a sample of deliverables for TOs.

**F.6.2**  DOE Requirements - Unless otherwise specified, all deliverables will be distributed to the DOE via the Project Management Center (PMC) at <https://www.eere-pmc.energy.gov/RecipientDocs/Upload_Femp.aspx>. Reference the PMC Upload Instructions, Attachment J-14 in Section J – List of Attachments. The required deliverables are as follows:

|  |  |
| --- | --- |
| **Required Deliverable** | **Due By** |
| Preliminary Assessment – Contractor Initiated | Within 5 calendar days of submitting to the agency CO |
| Preliminary Assessment – Government Initiated | Within 5 calendar days of submitting to the agency CO after receiving a successful notification of intent to award by the agency CO |
| Investment Grade Audit | By the due date specified by the agency CO |
| Proposal | By the due date specified by the agency CO |
| Signed TO awards with all attachments | Within 10 calendar days after award |
| Signed TO modifications with all attachments | Within 10 calendar days after award |
| Commissioning Report | Within 30 calendar days after commissioning |
| Post Installation M&V Report | Within 30 calendar days after completion of installation |
| Annual M&V Reports | The Annual M&V Report shall be submitted concurrent with the due date specified by the Agency CO, but no less than once a year. |

# SECTION G - CONTRACT ADMINISTRATION DATA

## G.2 TASK ORDER ADMINISTRATION

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

***Administration of Task Order -*** *Administration of this Task Order shall be accomplished by the (insert agency/site office). The following individuals in this office are responsible for that administration as follows:*

***A.*** *Task Order* ***Contracting Officer (CO) -*** *The Contracting Officer for this contract is TBD, telephone no.: TBD; fax no.: TBD. Email: TBD. The contractor shall use the DOE CS/CO as the focal point for all matters regarding thisTask Order except technical matters.*

***B.*** *Task Order* ***Contracting Specialist (CS) -*** *The Contracting Specialist for this contract is TBD, telephone no.: TBD; fax no.: TBD. Email: TBD. The contractor shall use the DOE CS/CO as the focal point for all matters regarding this task order, except technical matters.*

***C.*** *Task Order* ***Contracting Officer Representative (COR) -*** *The COR for this contract is TBD, telephone no.: TBD; fax no.: TBD. Email: TBD. The agency and the contractor shall use the DOE COR as the focal point for all technical related matters regarding this master IDIQ contract.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**G.2.1** Administration of task orders (TOs) issued against this master IDIQ contract shall be accomplished by the agency identified in the TO.

**G.2.2** TOs awarded against this master IDIQ contract are firm fixed price.

**G.2.3** Changes to meet design or performance requirements of the TO shall be at no additional cost to the agency, unless agreed to in advance by the agency.

**G.2.4** Changes in contractor cost due to agency changes to the TO requirements will be negotiated by the agency.

## G.3 INVOICING INSTRUCTIONS

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

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

[ ] Replace the IDIQ language as noted.

The contractor shall submit invoices in accordance with the specific instructions provided in each TO issued against this master IDIQ contract. These instructions will vary by ordering agency, and will include invoice format, invoice contents and any required attachments or enclosures, submission and addressing instructions, etc. required by the TO.

## G. 4 INVOICE SUBMITTAL AND PAYMENT SCHEDULE

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

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

[ ] Replace the IDIQ language as noted.

**G.4.1** Payments to the contractor will commence when acceptance by the agency is obtained as required under Section E.

**G.4.2** The frequency of payments, including any partial payments, from the agency to the contractor will be as negotiated and specified in the TO. Options of payment frequency include but are not limited to monthly, quarterly, annual in advance (preferably with debt service only in advance and post-acceptance performance period payments in arrears), or annual in arrears.

## G.5 PAYMENT TO THE GOVERNMENT FOR GUARANTEED ANNUAL SAVINGS SHORTFALL

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**G.5.1** If the contractor fails to meet the guaranteed annual savings at TO-1 (final) column (e) and as verified by the M&V documents, the agency shall adjust the payment schedule, as necessary, to recover the agency’s overpayments in the previous year and to reflect the lower performance level into the current year.

**G.5.2** When the ECM performance level is restored, the agency will adjust the contractor payment schedule accordingly.

## G.6 TECHNICAL DIRECTION (DEAR 952.242-70)(DEC 2000)

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

[ ] IDIQ language is acceptable, if DOE site.

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

[ ] Replace the IDIQ language as noted.

NOTE: this Department of Energy Acquisition Regulation (DEAR) clause is applicable to DOE projects only. Technical direction for TOs issued by other agencies will be at the discretion of that agency’s CO and will be incorporated into each TO.

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

(1) Providing direction to the contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual Statement of Work.

(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 Statement of Work;

(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 agency Contracting Officer 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."

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

## H.1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

*Add any additional needed representations, certifications, or other statements of offeror.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

The Representations, Certifications, and Other Statements of Offeror, completed by the contractor and certified in the Online Representation and Certifications Application (ORCA) System, are hereby incorporated by reference.

## H.2 TITLE TO, AND RESPONSIBILITY FOR, CONTRACTOR-INSTALLED EQUIPMENT

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

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

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 Energy Conservation Measure (ECM) performance. Title may, however, be vested in the contractor or third party, as determined by the agency and allowable by the terms and conditions of this contract and applicable statutes and regulations. The agency should 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.

## H.4 PRELIMINARY ASSESSMENT CONTENT REQUIREMENTS FOR TASK ORDERS

*Note that Section H.4 is not required if a PA has already been received and approved.*

*Specify any different or additional requirements for PA content.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**H.4.1 Preliminary Assessment (PA) -** The contractor shall submit a PA to the Government, which sets out the merits, technical feasibility, level of projected energy savings, economics, and price of the project. The ESCO shall ensure a PF has been selected by the Government prior to submitting the PA. Renewable energy technologies shall be considered along with other ECMs. The agency CO will respond to the contractor, in writing, indicating whether or not the project will be pursued. If pursued, the agency CO will issue a Notice of Intent to Award (NOI) followed by a TO RFP, which identifies the agency’s requirements. The agency will not be liable for any costs associated with PA audits or preparation of the PA unless the project addressed by the PA later becomes a TO award.

**H.4.2 Contents -** At a minimum, the contractor shall include its PA, technical and price assessments in a format that is in accordance with the agency requirements. Include ECMs, dividing into two groups: Recommended and Potential.

* Recommended ECMs are those ECMs the ESCO is quite confident will be included in the Proposal. These ECMs shall be included in the Task Order Schedules specified below.
* Potential ECMs are those that are worthy of evaluation and that the ESCO must verify and evaluate field conditions in order to complete more accurate calculations to increase their confidence for inclusion. For these ECMs, the ESCO shall provide a narrative description of what they are, how they may save energy for the site, and a conceptual level estimate of potential energy savings.

The contractor shall submit completed Schedules TO-1 (PA), TO-2, TO-3, and TO-4, as well as documentation to support the entries on the form. It is recommended that the PA be approximately 20 pages, except in instances where agency guidance or agreement between the agency and ESCO requires more pages to adequately address the requirements of this section. The technical and price assessments shall be in accordance with the following requirements:

A. Project Overview

1. Executive Summary - As a minimum, a narrative description of the project summarizing the ECMs; the energy, water, and related cost savings; implementation price; financial summary; and results from the renewable energy assessment required by this section.

2. Site Information [Not required unless requested by agency.]

B. Technical Assessment

1. ECM description - For each ECM proposed, the contractor shall submit narrative information for items as applicable, in the format specified below:

a. ECM Title

b. ECM No. \_\_\_\_ and narrative description

c. Location(s) affected

d. Estimated Energy Baseline for the ECM

e. ECM projected energy use and energy savings

f. ECM interface with agency equipment.

g. Physical changes – List major physical changes to equipment or facilities required to install the proposed ECM, such as relocation or removal of equipment.

h. Utility interruptions – Specify the likely extent of major utility interruptions needed for the installation of the ECM.

i. Agency support required – Specify any agency support required during implementation of the ECM.

j. Describe potential environment impacts and suggest National Environmental Policy Act (NEPA) compliance actions that may be required due to installation of the ECM.

k. Utility rebate or system benefit fund financial and tax incentive - If applicable, specify ECM financial incentive(s) available, source, estimated payment amount, how and when payment or financing reduction will be applied and impact on project cash flow (e.g., ancillary payment before acceptance, reducing implementation price (TO-2) and tax-based financing amount), and proposed percentage of estimated financial incentive payment or financing reduction the contractor guarantees as submitted in Schedule TO-3 schedule.

l. ECM project schedule – Provide a summary project schedule to include the duration of the following key phases:

i. Investment Grade Audit

ii. Engineering/design

iii. Equipment procurement/lead time (i.e., date required to acquire equipment and delivery on-site)

iv. Installation, commissioning, and post-installation M&V report

v. Project acceptance

2. ECM Performance Measurement - Provide a general description for the M&V plan proposed for this project, as required by para C.4.6.A for the Recommended ECMs. For the Potential ECMs, provide either the methodology that will be used to determine the M&V techniques or a general description of the proposed M&V technique(s).

Each description will be referenced to the latest version of the FEMP M&V Guidelines: Measurement and Verification for Federal Energy Projects, or the International Performance Measurement and Verification Protocol (IPMVP).

3. Management Approach

a. 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 shown on the organization chart. Identify primary personnel by name in each element. Show the lines of authority within the organization. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, and which element of the contractor’s organization will manage the subcontract(s).

b. Risk, Responsibility and Performance Matrix - The contractor shall complete and submit a proposed Risk, Responsibility and Performance Matrix describing its proposed approach or method to address each area in the matrix. The format and content for the Risk, Responsibility and Performance Matrix is provided at Attachment J-7.

c. ECM Training - Provide a general description of the training that will be provided to agency personnel for each ECM. Approach should be customized depending on the level of operations and maintenance responsibility to be assumed by agency personnel.

## H.5 INVESTMENT GRADE AUDIT FOR TASK ORDERS

*Specify any different or additional requirements for IGA content.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**H.5.1** Following issuance by the agency of the NOI, the selected contractor shall conduct an Investment Grade Audit (IGA) of facilities and energy systems at the project site to substantiate the contractor’s ability to achieve the estimated total cost savings submitted in Schedule TO-4 and Schedule TO-1 (final), column (a).

**H.5.2** The IGA shall identify the relevant existing conditions of applicable agency facilities, including but not limited to:

A. Proposed IGA scope to include: facilities, systems and proposed ECMs.

B. Building physical condition, i.e., assumptions on current and proposed facility or energy system operating conditions

C. Hours of use or occupancy

D. Area of conditioned space

E. Inventory of energy-consuming equipment or systems

F. Energy-consuming equipment operating conditions and loads

G. Baseline weather (i.e., Cooling and Heating Degree Days)

H. Proposed construction and M&V schedule

I. Energy savings calculations using formulae and procedures based on accepted engineering principles, including synergistic effects of other ECMs

J. Cite references used for data, assumptions or empirical formulas

**H.5.3** For each ECM identified, the contractor shall provide a detailed analysis documenting the proposed annual energy or water savings performance of the ECM after installation, startup and testing.

**H.5.4** The contractor shall document the results of the IGA and provide the documentation to the agency in a format agreed to by the agency. For Government initiated projects, the documentation shall identify any existing conditions that vary from the agency’s provided data. The IGA must include documentation for the proposed energy baseline.

**H.6 REQUIREMENTS FOR FINAL PROPOSAL AND FINAL PROPOSAL REVIEW FOR TASK ORDERS**

*Specify any different or additional requirements for Final Proposal contents and review. Consider adding a Training Plan submittal under H.6.3.B.3.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

H.6.1The contractor shall submit a final proposal (FP), consisting of technical and price components, as well as an individual small business subcontracting plan for each task order, in electronic format, or as required in the TO RFP. Particular emphasis should be placed on assessment of renewable energy opportunities. Based on the results of the IGA, the contractor shall submit completed Schedules TO-1 (final), TO-2, TO-3, TO-4 and TO-5 (all in Attachment J-6 [of the IDIQ contract]), with supporting documentation as identified by the agency CO.

H.6.2 Proposals will be reviewed in accordance with the instructions set forth in the TO RFP. The agency will not be responsible for any costs incurred, such as proposal preparation costs or the costs incurred in conducting the IGA, unless a TO is awarded or authorized by the agency CO.

H.6.3 The format requirements are:

A. Project Overview

1. Executive Summary - As a minimum, a narrative description of the project summarizing the ECMs, the energy, water, and related cost savings, implementation price and financial summary.

2. Site Description and Utility Summary - For the site, the contractor shall submit narrative information for items, as applicable, in the format specified below:

a. Site Description

i. Overview, size, location, etc.

ii. Description of mission/commands/agencies on the site, general operations, occupancy.

iii. Brief history of site (if use or operations have changed significantly).

iv. Map of site showing major areas/designations.

v. Building/facility list, name/designator/number, type of facility, square footage, hours.

vi. Background/discussion regarding rationale or directive on which areas of site included in this TO, etc.

vii. Facility descriptions (for those buildings included in the ESPC and/or large consumers, etc. Not all buildings may be included, depending on the nature of the site and the ESPC TO.). General description of building condition and operations including overview of energy (mechanical/electrical) and water systems. Central Plants and what buildings served.

viii. Statement of coordination with the site’s Ten Year Plan.

b. Utility Summary

i. Overview/description of current utility systems on site: electrical, natural gas, fuel oils, water, sewer, etc. Include site diagrams/maps, as available.

ii. Description of metering systems for each utility.

* Utility/revenue meters.
* Sub-meters, advanced metering systems, as applicable.

iii. Summary of historical utility analysis

* Summary tables and graphs for each utility for defined usage period (in text of report) with supporting detailed information and analysis included in an appendix to the final proposal. As applicable, show information regarding sub-meters.
* Reference to [IDIQ attachment] J-8.1.2 Table 2, as applicable.
* Rate discussion with reference to [IDIQ attachment] J-8.2.2, as applicable, for details.

B. Volume I - Technical Proposal

1. ECM description - For each ECM proposed, the contractor shall submit narrative information for items as applicable, in the format specified below:

a. ECM Title

b. ECM No. \_\_\_\_ and narrative description

c. Location affected

d. Energy baseline

e. ECM projected energy use and cost

f. ECM Interface with agency equipment and detailed description of existing energy consuming equipment and systems

g. Proposed equipment identification including manufacturer, model number and optional equipment proposed for each ECM component.

h. Physical changes – List major physical changes to equipment or facilities required to install the proposed ECM such as relocation or removal of equipment. Include manufacturer’s literature and specifications for each ECM component proposed.

i. Utility interruptions – Specify the extent of any utility interruptions needed for the installation of the proposed ECM.

j. Agency support required – Specify any agency support required during implementation of the ECM.

k. Describe potential environment impacts and National Environmental Policy Act (NEPA) compliance actions resulting from the installed ECM.

l. Utility rebate or system benefit fund financial and tax incentive – If applicable, specify ECM financial incentive(s) available, source, estimated payment amount, how and when payment or financing reduction will be applied and impact on project cash flow (e.g., ancillary payment before acceptance, reducing implementation price (TO-2) and tax-based financing amount), and proposed percentage of estimated financial incentive payment or financing reduction the contractor guarantees as submitted in TO-3 schedule.

m. ECM project schedule – Provide a detailed project schedule to include the duration of the following key phases:

i. Engineering/design

ii. Equipment procurement/lead time (i.e., date required to acquire equipment and delivery on-site)

iii. Installation, commissioning, and post-installation M&V report

iv. Project acceptance

2. ECM Performance Measurement

a. The contractor shall prepare a severable portion of Volume I that describes a complete M&V plan. The M&V plan shall be completed using the template and outline provided in Attachment J-8 [of the IDIQ contract]. The M&V plan shall include an electronic version of the methods for calculating the ECM energy savings for the agency’s review and approval.

b. ECM Commissioning Approach – The contractor shall prepare a severable portion that describes the ECM Commissioning Approach for each of the proposed ECMs. (See Commissioning Guidance for DOE Super ESPCs, http://www1.eere.energy.gov/femp/operations\_maintenance/om\_ccguide.html) (This URL is current as of date of award and is subject to change without notice.)

3. Management Approach:

a. 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 shown on the organization chart. Identify personnel integral to the performance of the ESPC project, by name within each element. Show the lines of authority within the organization. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, and which element of the contractor’s organization will manage the subcontract(s).

b. Risk, Responsibility and Performance Matrix - The contractor shall complete and submit a final Risk, Responsibility and Performance Matrix detailing its proposed approach or method to address each area in the matrix. Proposal submission of this Risk, Responsibility and Performance Matrix should reflect revisions based on results of agency discussions and agreements with the contractor on the Risk, Responsibility and Performance Matrix it submitted in the PA. The format and content for the Risk, Responsibility and Performance Matrix is provided at Attachment J-7 [of the IDIQ contract].

c. Operations, Maintenance, Repair, and Replacement - Show the organizational structure and describe the approach for performance of the proposed ECM operations, maintenance, and repair and replacement requirements, including at a minimum the ECM-specific preventative maintenance requirements and their frequency of performance. For each ECM, identify the organization(s) (agency or contractor/subcontractor) performing the operations and maintenance of contractor-installed equipment. Detail how duties or actions are shared or reference where this information is located. Identify reporting requirements of agency or contractor during the performance period. Responsibilities, performance, and risks of operations shall be briefly defined in the Risk, Responsibility and Performance Matrix.

d. ECM Training - Describe in detail how training for each ECM will be provided for agency personnel. Approach should be customized depending on the level of operations and maintenance responsibility to be assumed by agency personnel.

C. Volume II - Price Proposal - The selected contractor shall complete Schedules TO-1 (final), TO-2, TO-3, TO-4 and TO-5 and shall provide supporting documentation, organized as follows:

1. Project-level expenses from project development through TO award (no ECM breakout required).

2. Pricing of implementation and construction phases, allocated by ECM.

3. Post-acceptance performance period expenses aligned with proposed TO-3 line item expenses.

4. In addition to the submission of TO schedules and supporting documents, the contractor shall provide 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) and Selection Memorandum.

D. Individual Small Business Subcontracting Plan - The selected contractor shall prepare and submit an individual small business subcontracting plan for each task order in accordance with FAR 52.219-9.

## H.8 PAYMENT AND PERFORMANCE BOND REQUIREMENTS FOR TASK ORDERS

*Specify any different or additional requirements.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**H.8.1** Unless otherwise specified by the agency, the selected contractor shall furnish acceptable evidence of a surety’s commitment to provide performance and payment bonds to the agency prior to award of the TO.

**H.8.2** The contractor shall submit standard bond forms, SF25 and SF25A, or other agency–required documentation, as described below.

A. Within 30 days of award of the TO or acceptance of the Design and

Construction Package, whichever is later, the contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the agency. Unless specified otherwise in the TO, the performance bond shall be in a penal sum equal to 100 percent of the total bonded amount for all ECMs cited in Schedule TO-2. The contractor shall furnish a payment bond (SF 25A) in duplicate. The payment bond shall be in a penal sum equal as follows:

From Schedule TO-2 Payment Bond Penal Sum

$0 - $999,999: 50% of Schedule TO-2 Bonded Amount

$1 - $5 million: 40% of Schedule TO-2 Bonded Amount

>$5 million: $2.5 million of Schedule TO-2 Bonded Amount

B. Unless otherwise specified by the agency, the performance and payment bonds shall remain in effect during the total implementation period for all ECMs. The ECM implementation period shall include all time required for installation, testing, measuring initial performance, and agency acceptance of all installed ECMs. The performance bond shall be released upon agency acceptance of all contractor-installed ECMs. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full.

C. The contractor shall not file any mechanics liens against the 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.9 PROTECTION OF FINANCIER’S INTEREST FOR TASK ORDERS

*Specify any different or additional requirements for Final Proposal contents and review. Consider agency- or site-specific process and requirements.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

The agency recognizes that project financing associated with contractor performance of TOs issued against this master 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, subject to, and subordinate to, the rights of the agency. To provide protection of any financier’s interest, the contractor may be required to assign to its lenders some or all of its rights under a TO. The agency will consider:

**H.9.1** Requests for assignments of monies due or to become due under a TO, provided the assignment complies with the Assignment of Claims Act.

**H.9.2** Requests for the agency to provide financiers copies of any cure or show-cause notice issued to the contractor.

**H.9.3** Requests by financier or secured interest holders for extension of response time to cure or show-cause notices.

## H.10 REQUIRED INSURANCE FOR TASK ORDERS

*Specify any different or additional requirements for Final Proposal contents and review. Consider agency- or site-specific process and requirements.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

**H.10.1** The contractor shall procure, at its expense, and maintain during the entire period of performance under this master IDIQ contract, and the TOs awarded to the contractor against it, the following minimum insurance coverage:

A. Comprehensive general liability: $500,000 per occurrence.

B. Automobile liability: $200,000 per person, $500,000 per occurrence, $20,000 per occurrence for property damage.

C. Workman’s compensation: as required by Federal and State workers’ compensation and occupational disease statutes.

D. Employer’s liability coverage: $100,000, except in States where workers’ compensation may not be written by private carriers.

E. Other insurance as required by State law.

**H.10.2** Specific TOs may require less, additional, or different insurance coverage, which will be specified in the TOs. 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:

A. Prior to commencement of work, the contractor shall furnish to the agency CO, a copy of the insurance policy endorsement. The policies evidencing required insurance coverage shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the 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 thirty (30) days after written notice thereof to the agency CO.

B. The contractor agrees to insert the substance of this clause in all subcontracts hereunder.

C. Nothing herein shall relieve or limit the contractor of liability for losses and damages to person or property as a result of its operations. The contractor 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 master IDIQ contract or any TO issued hereunder.

**SECTION I – CONTRACT CLAUSES**

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

*Specify any clauses required that are not already included in Section I or elsewhere in the contract. List the additional clauses in the order, by reference and/or in full text. Probably only agency-specific clauses need to be considered. Incorporating the FAR and DEAR clauses by reference ensures that the latest version of the applicable clause applies.*

*During the pre-award phase, add any provisions that are required to ensure that proposals include sufficient information.*

[ ] IDIQ language is acceptable.

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

[ ] Replace the IDIQ language as noted.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) (clauses starting with 52): http://www.arnet.gov/far/

 Department of Energy Acquisition Regulation (DEAR) (clauses starting with 952): http://professionals.pr.doe.gov/

**SECTION J – LIST OF ATTACHMENTS**

**SECTION J LIST OF ATTACHMENTS**

*Include completed IDIQ attachments such as J-4 Deliverables and others as appropriate.*

Attachment Title